

# **AGREEMENT**

**BETWEEN THE**

**UNION PACIFIC RAILROAD COMPANY**

**(FORMER INTERNATIONAL-GREAT  
NORTHERN RAILROAD COMPANY)**



**AND ITS EMPLOYEES REPRESENTED**

**BY THE**

**UNITED TRANSPORTATION UNION**

**GOVERNING RATES OF PAY AND WORKING  
CONDITIONS FOR CONDUCTORS, BRAKEMEN AND YARDMEN**

**UPDATED JULY 1, 1998**

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**AGREEMENT**  
**between**  
**UNION PACIFIC RAILROAD COMPANY**  
**(Former International-Great**  
**Northern Railroad Company)**  
**and**  
**The Conductors, Brakemen and Flagmen Employed**  
**on former International-Great Northern Railroad**  
**Represented by the General Committee of**  
**Adjustment of the United Transportation Union**

The following terms and provisions have been mutually agreed upon by the parties, to be truly and faithfully observed by them, namely:

**ARTICLE 1**  
**KEEPING TIME**

All trips will be credited to the day on which they begin.

**ARTICLE 2**  
**PASSENGER SERVICE**

(Not Reproduced Herein)

**ARTICLE 3**  
**MAIN LINE THROUGH AND**  
**IRREGULAR FREIGHT TRAIN RATES**

Conductors and brakemen in main line mixed, through and irregular freight train service will be paid as follows:

Class

Conductors (Basic) (See rate sheets)

Brakemen (Basic) (See rate sheets)

**ARTICLE 4**  
**SENIORITY LISTS**

Division Superintendents will furnish each General and Local Chairman an official seniority list once each year before the first of February. (Superseded - continually updated and available in computer.)

**ARTICLE 5**  
**COAL MINE RUN**

Coal mine run, Taylor to Milano and return daily, except Sunday, conductors and brakemen will receive local or way-freight rates. Rights and assignments of Trainmen to this run to be governed by the provisions of Article 32.

**Memorandum of Agreement  
Coal Train  
May 16, 1986**

Coal Train Taylor to Elmendorf via Katy and Southern Pacific at Ogden and Tower 112.

**It Is Agreed:**

On the effective date of this Agreement the Agreement of August 16, 1985 shall be cancelled and the following conditions shall govern coal train operations between Taylor and City Public Service Power Plant in San Antonio when operated via Katy at Ogden and Southern Pacific at Tower 112.

**Article 1.**

- a. All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less as of October 31, 1985.
- b. When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- c. Crews will be allowed a \$4.15 meal allowance after four (4) hours at the away from home terminal and another \$4.15 allowance after being held for an additional eight (8) hours.
- d. In order to expedite the movement of these coal trains crews, in lieu of stopping to eat, will be allowed a meal allowance equivalent to that in item "c" above.

**Article 2.**

- a. The miles of the assignment shall be between Taylor and the switch to City Public Service Power Plant at Elmendorf on Southern Pacific trackage via Katy at Ogden and Southern Pacific at Tower 112 which is 129 miles (subject to verification).
- b. Crews will go on and off duty at the yard offices at Taylor and South San Antonio.
- c. Unless otherwise agreed, trains in this service shall be manned by crews in the existing Taylor-San Antonio Pool.
- d. Crews arriving at switch to City Public Service Power Plant at Elmendorf will complete their road trip at that point and will be compensated, in lieu of mileage, actual minutes consumed, in accordance with the class of service performed on road trip, until tied up at South San Antonio. Likewise, crews commencing service at South San Antonio will be compensated, in accordance with the class of service to be performed, in lieu of mileage, actual minutes consumed until they arrive switch departing City Public Service Power Plant at Elmendorf.
- e. Crews in this service expiring under the Federal Hours of Service Law prior to reaching the switch to City Public Service Power Plant at Elmendorf will be subject to existing road rules.
- f. In order to expedite the movement of these trains, crews operating such trains will only handle cars assigned to this service.

**Article 3.**

It is understood that carrier's contention that these coal trains may be operated with a reduced crew is subject to further discussion with the United Transportation Union.

**Article 4.**

This Agreement shall become effective on the date coal train service to City Public Service Power Plant commences via Katy and Southern Pacific and shall remain in effect unless cancelled by either party giving sixty (60) days written notice of cancellation to the other party or it may be cancelled at any time by mutual agreement.

This Agreement signed at Spring, Texas, this 16th day of May, 1986.



For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ R. R. Gentry  
/s/ T. L. Wilson, Sr.

**ARTICLE 6  
MAIN LINE LOCAL FREIGHT  
SERVICE – PAY AND RULES**

**Section A.**

Certain freight trains will be designated to do local work, the way freight and local work to be performed by these trains.

**Section B.**

The rates of pay shall be at the local rate of pay.

**Section C.**

On local freight runs over one hundred fifteen (115) miles one way, three crews will be assigned on salary basis indicated in Section B of this Article, with pay equivalent to one and one-half eight (8) hour days, or twelve hours (12), for each day's work; overtime for such runs to be allowed after ten (10) hours at 3/16 the daily rate paid crews working each calendar working day.

**Section D.** No longer valid.

**Section E.**

Conductors and brakemen on runs having Sunday lay over at away from home terminal will be given transportation to go home. If held under orders they will be paid one (1) day at through freight rates if not used. Local freight crews to consist of conductor and three brakemen; Mineola Branch to be considered main line.

(Modified by March 15, 1968 Crew Consist Agreement, Page 114  
April 17, 1980 Crew Consist Agreement, Page 115  
December 1, 1988 Crew Consist Agreement, Page 123  
October 3, 1996 Crew Consist Agreement, Page 137 )

**Section F.**

Crews assigned to local runs will not be required, unless they so desire, to work on Sundays except in case where it is impossible to avoid it. When local crew is used from lay over point other than established through freight terminals, crew will be used intact.

(Modified by board awards that if bulletined to work Sunday then bulletin prevails)

**Section G. Traveling Switch Engines (Modified By TSE Agreement, May 9, 1995, Page 4)**

Traveling Switch Engines will be regularly assigned within a twenty (20) mile district between established through freight terminals. Men will be paid local freight rates on a continuous service basis with minimum day provisions of the schedule, initial and final terminal switching and final terminal delay rules of the schedule not to apply. Crew will consist of a conductor and two brakemen and may be run into home terminals Saturday and out again Monday on continuous time basis with day's work and without regard to first in, first out rule. No class of local freight to be loaded or unloaded by these crews. The guarantee provisions of Article 7, Section C, will govern except that this service may be assigned 7 days per week.

**Agreement Covering Local Freight Run From  
Sugarland To Houston And Return  
June 28, 1926**

It is mutually agreed between the Carrier and the Organizations, parties hereto, that the freight run now being operated between Sugarland and Houston, on a turnaround basis, will be paid at the local rates applicable and on continuous time basis.

It is further agreed that the crew operating this run will be allowed actual time with a minimum of one (1) hour for putting away train and doing other necessary switching at Sugarland on the return movement under the Final Terminal Delay Rules as contained in the present agreement.

It is further understood that this agreement covers only this specific run and does not affect any other runs which may be operated under the present agreement.

Dated Houston, Texas, June 28, 1926.

**Special Agreement Covering Local Freight Run From  
Sugarland To Houston And Return**

It is mutually agreed between the Carrier and the Organizations signatory hereto, that the freight run now being operated between Sugarland and Houston on a turnaround basis, on account of the peculiar situation surrounding the handling of sugar and the demand of the refinery for certain service, will be assigned six (6) days per week, viz; Sunday, Monday, Tuesday, Wednesday, Thursday and Friday. When necessary to use this crew on Saturday, their lay over day, crew will be notified not later than 9:00 a.m. Saturday morning, and used to protect the service, or paid for the day if not used.

If it becomes necessary to use this crew seven (7) days per week regularly, the job will be so bulletined.

**Supplementary Agreement To Article 6 Section "G"  
Covering New Braunfels Traveling Switcher (TSE)**

May 1, 1928

(Footboard Yardmaster Rate of Pay)

It is Agreed between the International-Great Northern Railroad Company (IGN), and the Order of Railway Conductors (ORC), and the Brotherhood of Railroad Trainmen (BRT), that the Conductors and Brakemen on this assignment, or assignments at New Braunfels will be paid yard rates, the Conductor to receive the Footboard Yardmasters' rate of \$7.54 per day, the Brakemen the Helpers' rate of \$6.62 per day. (Modified by TSE Agreement, May 9, 1995, below)

**Memorandum of Agreement**

May 9, 1995

(Traveling Switcher Assignments -TSE)

In keeping with precepts set forth in Article VII of the October 31, 1985 National Agreement, the parties signatory hereto agree the terms and conditions set forth herein shall govern establishment and operation of traveling switcher assignments in territories comprising the former Gulf Coast Lines.

It is Agreed the terms and conditions for establishing and operating traveling switchers are as follows:

**Section (1)**

Traveling switcher assignments will be made with a regularly set starting time and with a regularly assigned on and off duty point with a ~~thirty-five (35) mile radius or sixty (60) miles~~ in one direction mileage limitation on a five (5), six (6) or seven (7) day per week basis.

**Note 1:** In accordance with Side Letter #24 of the October 31, 1985 National Agreement - "JOINT STATEMENT CONCERNING EFFORTS TO IMPROVE THE COMPETITIVE ABILITIES OF THE INDUSTRY" - if business increases at an existing industry or a new shipper locates in close proximity to the established limits, the Carrier may service it with an existing road switcher by providing ten (10) days notice .

**Note 2** Industries that are served by current TSE agreements and are beyond a thirty-five (35) mile radius or sixty (60) miles in one (1) direction, will not be affected by this Agreement.

## Section (2)

Traveling switcher assignments may be required to, without penalty, operate into, out of and through terminals of their run, or into, out of or through any point of their assignment, or over any part of their assignment as many times as may be required.

## Section (3)

Pay provisions pertaining to initial and final terminal switching and/or delay, terminal switching and similar payments (belt time) will not apply to these assignments.

## Section (4)

Employees in such service will be paid the five (5) day yard rate for the entire trip or day's work. eight (8) hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight (8) hours service. Miles run shall not be taken into account for pay purposes. In addition, those ground service crew members with a seniority date of October 31, 1985, or earlier shall be entitled to air pay.

## Section (5)

The National Holiday Agreement shall apply to road switcher service without regard to mileage operated.

## Section (6)

An assigned road switcher crew who is required to work less than the bulletined number of days of the assignment will be paid a day's pay for each day not worked. If traffic is temporarily interrupted because of snow blockade, washouts, wrecks or similar obstructions, and it is impossible to perform regular service, the guarantee does not apply provided the crew is notified at least four (4) hours prior to going on duty.

## Section (7)

Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the UTU and this Carrier.

This Agreement shall become effective immediately and shall remain in effect until revised or cancelled in accordance with the procedures prescribed by the Railway Labor Act, as amended.

Signed at Houston, Texas, this 9th day of May, 1995.

For The Organization:  
/s/ L. W. Parsons, Sr.  
/s/ S. B. Rudel

For The Carrier:  
/s/ S. A. Bannister

## Questions And Answers Traveling Switcher (Dodger) Agreement (TSE)

### Section 1

Q1. Does this Agreement give the Carrier the right to replace locals with TSE's?  
A1. Yes. However, a TSE may not be designated as a local under those agreements requiring that local service be maintained (IGN).

★ Q2. May the established starting time of a TSE (Dodger) be changed?  
A2. Yes, but if over one (1) hour from time established on last bulletin, the job will be rebulletined. If less than one (1) hour, will be notified prior to end of previous shift.

Q3. Is the off duty point the same as the on duty point?  
A3. Yes.

Q4. Are there any restrictions on TSE's at those locations where there are no yard crews assigned or on duty?  
A4. A TSE can perform all duties a road crew can do at such locations under the applicable rules.

UNION PACIFIC RAILROAD COMPANY



24125 Aldine Westfield  
Spring, TX 77373

October 16, 2009

1860.20

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Ste. 102  
Spring, Texas 77388

Dear Sir:

This will confirm our discussion concerning the local assignments currently operating between Eureka-Hearne (BA001 LER71) and Hearne-Spring (AX171 LAB63/64), Texas. In connection therewith, **IT IS AGREED:**

The six day local assignments currently operating between Eureka-Hearne (BA001 LER71) and Hearne-Spring (AX171 LAB63/64) may be reassigned to operate as traveling switcher engine (TSE) assignments pursuant to Memorandum of Agreement dated May 9, 1995 and as set forth below:

1. These traveling switcher assignments may operate with a thirty-five (35) mile radius or seventy-five (75) miles in one direction mileage limitation, without penalty, on a five (5), six (6) or seven (7) day per week basis consistent with service requirements.
2. Except as specifically modified in this Agreement, all other work and operating parameters and agreement provisions applicable to TSE assignments in general apply to these two reassigned TSE assignments.
3. This Agreement is made to address unique service requirements. Accordingly, this Agreement will not prejudice the position of either party and will not be referred to in connection with any other case, agreement and/or dispute resolution.

4A

4. The provisions of this Agreement are intended to apply to the two local assignments as referenced herein. Accordingly, such provisions shall not be applied, or interpreted to apply, to any other TSE assignments.
5. This Agreement does not alter in any manner any other provision of the Traveling Switcher Assignment Memorandum of Agreement dated May 9, 1995.
6. It is understood either party may cancel this Agreement by serving a thirty-day (30) written notice to the other.

If you agree with the terms and conditions outlined above, please indicate by signing in the space provided below.

Yours truly,



S. F. Boone  
Director - Labor Relations

**AGREED:**



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L. R. Bumpurs  
General Chairman, UTU

- Q5. Are there any restrictions on a TSE at those locations where a yard crew(s) is assigned and on duty?  
 A5. Yes. A TSE may perform any duties in connection with its own train. No general yard switching may be performed if a yard crew is on duty.
- Q6. (Belt time question - no longer valid)  
 A6.

**Section 2**

- Q1. Is there any restriction on how many times a TSE may run back and forth over the limits of their assignment?  
 A1. No, there is free movement over the territory of the assignment.
- Q2. Is there any restriction how often a TSE may operate into and out of or through terminals?  
 A2. No, see the preceding answer.

**General**

- Q1. Will TSE's operating under existing agreements be abolished and/or re-established?  
 A1. No, unless their limits or start times are changed. However, it is further understood if current TSE's are not abolished or re-established, the pre-existing agreements are superseded and the assignments will now be governed under the provisions of this Agreement.

**Side Letter #1 (TSE)  
 May 9, 1995**

Mr. Larry W Parsons, Sr

This has reference to the Traveling Switcher Agreement and the need to address assignments which may operate over more than one (1) seniority district.

It was agreed that in those instances where an assignment is established at a location and the limits, as set forth in Section 1 of the Agreement, will encompass more than one (1) seniority district and it is to be operated on multiple seniority districts, the appropriate local chairmen will be notified and they will promptly determine the proration (within thirty (30) days of date job is established). Should they be unable to agree, the General Chairman and Director of Labor Relations will make the determination.

If the foregoing fairly sets forth our understanding regarding this matter, please so indicate by signing in the spaces provided below.

/s/ L. W. Parsons, Sr., UTU  
 /s/ S. B. Rudel, UTU

/s/ Sharon A. Bannister

**Side Letter #1A (TSE)  
 May 9, 1995**

Mr. Larry W. Parsons, Sr.

This has reference to Side Letter #1 of the Traveling Switcher Agreement, and your concern about assignments established at Taylor, Texas.

In recognition of the fact Taylor is the away from home terminal for four (4) different seniority districts and that this may present a problem in reaching agreement on proration, it was agreed the Carrier would determine which seniority district would protect a particular assignment, taking into consideration on which district the preponderance of the work would be performed. It was further agreed that the parties would keep a record of the number of hours worked on the various districts, and after a period of six (6) months, the appropriate Local Chairmen would meet within a period of thirty (30) days to determine the proper proration. Absent reaching agreement, the General Chairman and Director of Labor Relations will make the determination.

If the foregoing fairly sets forth our understanding regarding this matter, please so indicate by signing in the space provided below.

/s/ L. W. Parsons, Sr., UTU  
/s/ S. B. Rudel, UTU

/s/ Sharon A. Bannister

**Excerpts of The IGN Import Agreement**  
March 30, 1998  
(TSE's in Various Zones of Houston Hub)

**III. Establishment of TSE and/or Local Assignments in Houston**

- A. TSE and/or local freight assignments originating within the Houston Terminal (Zone 5) will be protected by trainmen from the seniority zone (Zones 2, 3 or 4) where the preponderance of the TSE's or local's work is located.
- B.. In the event a question arises on which Zone a TSE or local originating in the Houston Terminal (Zone 5) should be bulletined, the involved Local Chairman (Chairmen) and the involved Manager(s) - Train Operations will promptly meet to review the work to be performed by the assignment and resolve the matter to their mutual satisfaction. Said resolution will be subject to the approval of the General Chairman and the Director - Labor Relations.
- C. The work performed by such assignments may, at the request of either party, be periodically reviewed to decide whether the zone from which crewmen protecting the assignment is the zone where the preponderance of the assignment's work is performed. Upon serving of the request, the local Carrier and Organization representatives will promptly meet to review the duties of the involved assignment and jointly determine where the preponderance of the work is being performed.

**Letter of Understanding**  
December 22, 1928  
( TSE - Sugarland Six (6) Days a Week)

L. A. David - Letter of 12/22/28 addressed to four (4) General Chairmen:

Conference December 21st, with reference to the assignment of Sugarland Traveling Switch Engine.

It is our understanding that this traveling switch engine (TSE) will be assigned six (6) days per week, and when it is necessary for switching service to be performed at Sugarland on Sundays that this crew will be used intact to perform their work.

**Memorandum of Agreement**  
April 3, 1968  
(TSE - Cars Handled Additive)

This agreement of May 27, 1967, covering rates of pay for conductors in service on traveling switch engines is amended, as follows:

Car scale additives are to be applicable when traveling switch engines move the specified number of cars from one (1) station to another.

This agreement signed at Houston, Texas this 3rd day of April 1968, and is retroactive to April 1, 1968.

**Memorandum of Agreement**

May 1, 1967

(TSE - Yard Helper Rate)

(TSE - Car Handled Additives)

The rate of pay applicable to yard helpers will be allowed brakemen on all traveling switchers not now receiving this rate, which will be subject to future wage adjustments.

This will be made effective as of May 1, 1967, except that on the Kingsville and DeQuincy Divisions it will be made effective July 3, 1967.

Car scale additives are to be applicable when traveling switch engines move the specified number of cars from one (1) station to another.

This agreement signed at St. Louis, Missouri this 16th day of March 1968.

**Memorandum of Agreement**

(TSE - Air Pay)

(Amended by October 31, 1985 National Agreement -  
not subject to future wage adjustments)

Conductors and brakemen employed on Traveling Switch Engines will be paid air allowance for each tour of duty on which they are required to couple and uncouple air, steam and signal connections. This allowance is subject to future wage adjustment.

This agreement is without prejudice to application of Article 33 (Former IGN) at other terminals where carmen are employed.

**October 31, 1985 National Agreement  
Article VII - Road Switchers - Etc.**

**Section 1 - Reduction in Work Week (TSE - Work Week)**

- (a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six (6) or seven (7) day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.
- (b) The work days of five day assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five day rate shall apply to new assignments established pursuant to Section 1(a) of this Article. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).
- (c) If the working days of an existing assignment as described in Section 1(a) are reduced under this Article, an allowance of forty-eight (48) minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three (3) years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this Agreement. Upon expiration of the three (3) year period described above, the five day yard rate will apply to any assignment reduced to working less than six (6) or seven (7) days a week pursuant to this Article.



- (d) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.

**Section 2 - New Road Switcher Agreements (TSE)**

- (a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the interested general chairman or chairmen. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.
- (b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation Board will be requested to name an arbitrator.
- (c) The arbitrator shall render a decision within thirty (30) days from the date he accepts appointment. The decision shall not deal with the right of the carrier to establish road switcher assignments (such right is recognized), but shall be restricted to enumerating the terms and conditions under which such assignments shall be compensated and operated.
- (d) In determining the terms and conditions under which road switcher assignments shall be compensated and operated, the arbitrator will be guided by and confined to what are the prevailing features of other road switcher agreements found on Class I railroads, except that the five day yard rate shall apply to any assignment established under this Section.

**Letter of Understanding**

October 31, 1985

(48 Minute Allowance)

Mr. Fred A. Hardin

This refers to Article VII, Road Switchers of the Agreement of this date.

In the application of Section 1(c) the Article, it was understood that if a carrier without a pre-existing right to reduce a seven (7) day assignment described in Section 1(a) to a lesser number of days reduces such an assignment to six (6) days per week, the forty-eight (48) minute allowance will be payable to employees on the assignment whose seniority date in train or engine service precedes the date of the Agreement. If the carrier reduces the same assignment from seven (7) days to five (5), an allowance of 96 minutes would be payable.

Conversely, if the carrier had the pre-existing right to reduce a seven (7) day assignment described in Section 1(a) to six (6) days per week, but not to five (5) days, and reduced the seven (7) day assignment to six (6) days per week, no allowance would be payable. If it reduced the assignment from seven (7) days to five (5) days, an allowance of forty-eight (48) minute allowance would be payable.

Please indicate your agreement by signing your name in the space provided below.

I agree:

/s/ Fred A. Hardin

/s/ C. I. Hopkins, Jr.

**Memorandum of Agreement**

June 17, 1993

(Dump Train / Slot Train)

For the purpose of improving our ability to compete with other transportation systems and attracting new business, while retaining present business and to improve service to customers, and in a joint effort to attract such new business to be handled by the use of Texas Crushed Stone Company's "Dump Train" and "Slot Train,"

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
Director - Labor Relations



24125 Aldine Westfield Road  
Spring, Texas 77373  
Office: (281) 350-7585

October 1, 2008

File: 1860.65-1  
1860.1

MR L R BUMPURS  
GENERAL CHAIRMAN UTU  
400 RANDAL WAY - SUITE 102  
SPRING TX 77388

Dear Sir:

This refers to our various conversations regarding the footboard yardmaster rate of pay for conductors assigned to traveling switch engines (TSE) working in Strang yard and performing certain task that may not normally be considered as typical duties for a TSE conductor.

As you know, the national agreement and the negotiated TSE agreement provide for the yard rate of pay for traveling switch engine assignments. However, in recognition of the unique circumstances surrounding the assignments in Strang yard, and in order to better serve the Carrier's customer, it is agreed:

1. The Carrier may designate specific assignments who perform the additional duties of a yardmaster such as on his/her own initiative receive and transmit instructions to other yard or road crews in the yard(s), will be allowed the footboard yardmaster rate of pay.
2. This rate of pay shall apply only as long as a conductor(s) is required to perform the duties of a footboard yard master; i.e., if local supervision is enhanced to the point where the assignment(s) will not be performing these duties, it will be allowed the yard rate of pay as provided for in the May 9, 1995 TSE Agreement.
3. It is understood this understanding is limited only to the assignments designated by the Carrier, and will be implemented upon arrival of the organization.

If you are in concurrence with the above proposal, please sign the second copy of this letter and return to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "S.F. Boone".

Sharon F. Boone  
Director Labor Relations

Agreed:

A handwritten signature in black ink that reads "L.R. Bumpurs".  
General Chairman L.R. Bumpurs

Date: Oct. 1, 2008

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
Director – Labor Relations



24125 Aldine Westfield Road  
Spring, Texas 77373  
Office: (281) 350-7585

October 1, 2008

File: 1816.65-1  
1860-1

MR L R BUMPURS  
GENERAL CHAIRMAN UTU  
400 RANDAL WAY - SUITE 102  
SPRING TX 77388

Dear Sir:

This refers to our various conversations regarding the foreman rate of pay currently being afforded brakemen assigned to traveling switching engine (TSE) at Strang yard.

As you know, the national agreement and the negotiated TSE agreement provides for the yard rate of pay for traveling switch engine assignments. In addition, the memorandum of agreement dated February 23, 1998 provided for brakeman working on the hump at Strang Yard will be paid the foreman rate pay.

However, a recent audit discovered the brakemen assigned to other than hump conductor assignments, were also receiving the foreman rate of pay. In order to correct this error and to minimize the financial impact on the employees, the Carrier is agreeable to the following:

1. The Strang Yard TSE's brakemen assignments (other than the Hump Conductor assignments) currently receiving the foreman rate of pay are hereby frozen and are not subject to future GWI and COLA adjustments.
2. The Strang Yard TSE's brakemen assignments (other than the Hump Conductor assignments) currently receiving the foreman rate of pay will not receive the scheduled July 1, 2009 general wage increase.
3. Effective January 1, 2011, the Strang Yard TSE's brakemen assignments (other than the Hump Conductor) will revert to the proper yard helper rate of pay as provided for under the May 9, 1995 TSE Agreement.

If you are in concurrence with the above proposal, please sign in the second copy of this letter and return to the undersigned.

Sincerely,

Sharon F. Boone  
Director Labor Relations

Agreed: L. R. Bumpurs  
General Chairman L.R. Bumpurs

Date: Oct. 1, 2008

7-B

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
Director - Labor Relations



24125 Aldine Westfield Road  
Spring, Texas 77373  
Office: (281) 350-7585

October 1, 2008

File: 1860.65  
1860.1

MR L R BUMPURS  
GENERAL CHAIRMAN UTU  
400 RANDAL WAY - SUITE 102  
SPRING TX 77388

Dear Sir:

This refers to our various discussions regarding the footboard yardmaster rate of pay for the Houston TSE assignment currently identified as "Baytown Hauler" (LHN 49).

As you know, the national agreement and the negotiated TSE agreement provide for the yard rate of pay for traveling switch engine assignments. However, in recognition of the unique circumstances surrounding these assignments and in order to better serve the Carrier's customer, it is agreed:

1. The conductor assigned to the Houston TSE "Baytown Hauler" (LHN 49) who performs the additional duties of a yardmaster such as on his/her own initiative receive and transmit instructions to other yard or road crews in the yard(s), will be allowed the footboard yardmaster rate of pay.
2. This rate of pay shall apply only as long as a conductor(s) is required to perform the duties of a footboard yardmaster; i.e., if local supervision is enhanced to the point where the assignment(s) will not be performing these duties, it will be allowed the yard rate of pay as provided for the May 9, 1995 TSE Agreement.
3. It is understood this understanding is limited to only the assignment listed above, and will be implemented upon approval of the organization.

If you are in concurrence with the above proposal, please sign copy of this letter and return to the undersigned.

Sincerely,

Sharon F. Boone  
Director Labor Relations

Agreed:   
General Chairman L.R. Bumpurs

Date: Oct. 6, 2008

**It Is Agreed:**

- (1) Dump Trains and/or Slot Trains equipment may consist of any combination of dump, slot, gondolas and hopper cars not to exceed a maximum of 3,000 feet.
- (2) Crews will go on and off duty at Texas Crushed Stone's Georgetown facility and may be operated in the territory between Texas Crushed Stone and points on the Palestine, San Antonio and Fort Worth South Seniority Districts.
- (3) Dump Trains and Slot Trains will be manned by crews from respective seniority district to which destined.
- (4) The Carrier will furnish General and Local Chairmen records of all trips run by crews in this service in order that mileage adjustment can be made between the San Antonio, Palestine and Fort Worth Seniority Districts.
- (5) Whenever Dump Trains / Slot Trains are run or a regular assignment is made, the General and Local Chairmen will be notified and the General Chairman and Director of Labor Relations will determine the trip compensation on an individual basis.

The Special Allowance and Trust Fund payments provided for in the Modified Crew Consist Agreement will be applicable.

- (6) Crews will be allowed to stop work and eat during each tour of duty and will exercise prudence and good judgment when doing so in order to avoid delay to trains. Every reasonable effort will be made to observe the meal period during the time that the "dump train" is in the process of being unloaded.
- (7) These crews will be assigned to operate five (5), six (6) or seven (7) days per week as service may dictate.

Crews at their home terminal will not be required to work their off days. Should the Carrier elect to work the assignment on the rest day(s) of the crew, the regular assigned employees will be offered the option to work the assignment. Employees opting to work the rest days will be compensated at the time and one-half rate for the entire shift, provided such employees have worked the assignment that preceding five (5) days on five (5) day assignments or six (6) days on six (6) day assignments.

- (8) Each train crew member will have an operable portable radio in addition to a fixed operable radio of the same frequency on the lead unit of the locomotive when operated with a reduced crew consisting of conductor only, or one (1) conductor and one (1) brakeman. Reduced crews will not be required to depart home terminal of their assignment (Texas Crushed Stone Georgetown facility), without the above radio equipment, nor will they be censured or disciplined in any manner for refusal to do so.
- (9) Crews operating in this service will not be required to make over one (1) pick up and one (1) set out enroute, nor will they be required to perform local work, station switching, work train service, handle any Hours of Service trains, or used in any other class of service, nor will they be censured or disciplined in any manner for refusal to do so.
- (10) Carrier provided lodging or allowance in lieu of, in addition to the appropriate meal allowance, will be afforded to employees in this service.
- (11) Employees in this service will not be required to perform any duties pertaining to loading and/or unloading trains that operate under this agreement unless agreed to between appropriate Local Chairman and Local Carrier Officer, with the approval of the General Chairman and Carrier's Director of Labor Relations.

- (12) This Agreement shall become effective June 17, 1993, and remain in effect subject to cancellation by either party upon serving five (5) days written notice upon the other party. It is agreed however, that the parties will immediately meet in conference to review any problems which may arise in connection with this agreement and attempt to resolve them prior to serving notice to terminate the agreement.

**Agreed to Side Letters**  
September 28, 1990  
(Dump Trains / Slot Trains )

For the purpose of condensing into one document that will serve as an improved and accurate reference to the intents of the Dump/Slot Train Agreement, the following is a brief account, to date, covering the main points of the agreed to side letters.

**(Side Letter No. 1)** (modified to conform to Generic Agreement) This will confirm our understanding that if crews are tied up on line of road short of their designated on and off duty point, for any cause, they will be compensated on a minute basis from the tie up point to the on and off duty point.

**(Side Letter No. 2)** It was understood that the provisions of the Award in Arbitration Board 419 effective August 1, 1984, are applicable to this caboosless operation and that employees in this service will not be censured or disciplined for refusing to make a reverse move contrary to Section (h) of said provisions.

Section (h), referred to above:

"(h) Riding on the Side or Rear of Cars

Article X, Section 3 of the October 15, 1982 National Agreement provided:

- (d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars, except in normal switching or service movements or reverse movements that are not for extended distances."

The Organization has requested "extended distances" be defined. After careful consideration of the matter, it is the opinion of the Board that anything in excess of one (1) mile constitutes an extended distance when moving from one work location to another, where such moves are presently made with a caboose. The one (1) mile limitation will not apply when placing and/or removing cars in a siding, spur or yard track exceeding one (1) mile in length nor will it apply in emergency situations.

**(Side Letter No. 3)** This will confirm our understanding that should these assignments be annulled on a scheduled working day, the regular assigned employee will be guaranteed a minimum day at the applicable rate of the assignment for the annulled day, provided such employee was available to work the assignment.

**(Side Letter No. 4)** (modified to conform to Generic Agreement) In order to clarify the definition of the "Slot Train" for the purpose of this Agreement, a "Slot Train" is 386 feet in length. Therefore, the "Slot Train" will be considered six (6) cars.

**(Side Letter No. 5)** This will confirm our understanding that crews operating under the "Dump Train" and/or "Slot Train" Agreement who are required to go on duty at Texas Crushed Stone, will receive a three and one-half (3 ½) hour call.

**(Side Letter No. 6)** This will confirm our understanding that protected employees as referred to in the Modified Crew Consist Agreement will be compensated in addition to their normal earnings of productivity fund allowance of \$7.50 when working on a reduced crew of conductor only.

**(Side Letter No. 7)** This will confirm our understanding that the miles will be calculated as follows between the San Antonio Seniority District and the Palestine Seniority District for pay back purposes as referred to in Item 4 of the Agreement:

Texas Crushed Stone to Taylor and return.....	44 miles
Taylor to Hearne and return.....	110 miles

Mileage equalization shall be intervals requested by the Union.

The foregoing is an accurate account of understandings set forth in the seven (7) existing Side Letters dated September 28, 1990, of the Dump Train / Slot Train agreement.

### **Questions & Answers Dump Train / Slot Train Agreement**

The following is a result of the joint conference held October 7, 1992, to address the operating concerns and problems of all present, which included the General Chairman and Local Chairmen of the San Antonio, Palestine and Fort Worth South Seniority Districts, Carrier Labor Relations Representatives, CMS Representatives and the affected Carrier Operating Officers:

- Q1. What will be required of Dump Train crews whenever industry machinery is broke down and they are not ready for a full switch?  
A1. The necessary work to leave a full spot. However, if still broke down on return trip, only a straight set out and/or pick up will be made.
- Q2. Can crews be required to make double overs and switching moves where switch engines are maintained?  
A2. Crews may only make the necessary double overs to depart or yard their train at their on and off duty terminals.
- Q3. Will Dump Train crews be required to handle Dump Trains tied up on the Hours of Service?  
A3. No.
- Q4. Can crews that are paid for and assigned to five (5) days a week assignments that would normally operate only three (3) days a week be subject to work the full five (5) days?  
A4. Yes, but only on an additional Dump Train, that may be run on their assigned territory. Crews will be given advance notice of this requirement and will not be penalized if not contacted should the situation arise if the advance notice is not given.
- Q5. May crews be required to work off their assigned territory?  
A5. No.
- Q6. May extra crews be held and run in more than one (1) direction?  
**Example:** Crew run from Georgetown to Houston and on return are held and run from Georgetown to Valley Junction, etc., the following day.  
A6. No.
- Q7. Should sporadic trains run off the appropriate extra board be bulletined?  
A7. Yes.
- Q8. Should conductors be provided lists of their trains that includes the trains correct footage, loads, empties and other cars necessary to unload the train?  
A8. Yes.
- Q9. Will crews be penalized for late and/or short calls?  
A9. No, but should make every effort to make the call.

- Q10. Are Dump Train crews subject to HAHT rules?  
A10. Yes.
- Q11. May crews be required to work on a scheduled off day if for some reason it should occur at the away from home terminal?  
A11. Yes.
- Q12. Should Dump Train crews be used in work train service?  
A12. No, that is not the intent of the Agreement.
- Q13. Is it the intent of the Agreement for crews to be tied up on line of road?  
A13. No.
- Q14. Are crews assigned in Dump Train Service to be used in Dump Train Service only?  
A14. Yes.

**Memorandum of Agreement**  
**February 23, 1998**

\*\*\*\*\*  
**ESTABLISHMENT OF HUMP CONDUCTOR POSITIONS AT STRANG YARD**  
\*\*\*\*\*

To facilitate operations at Strang Yard and expand work opportunities for Carrier's trainmen in Zone 2, the parties desire conductors assigned to traveling switch engines ("TSE") working on the hump at Strang Yard perform certain tasks that may not normally be considered as typical duties for a TSE conductor. To accomplish these objectives and address matters unique to Strang Yard, the parties have agreed to establish a new position -- "Hump Conductor" -- at Strang Yard.

Hump Conductor positions established pursuant to this accord will be governed in relevant part by the terms and conditions set forth herein. Accordingly, **IT IS AGREED:**

**I. STRANG YARD HUMP CONDUCTORS**

- A.** A new position of "Hump Conductor" may be established. Such positions, when established, will be governed by relevant provisions of the IGN Collective Bargaining Agreement and the specific provisions of this agreement.
- B.** The establishment and operation of Hump Conductor positions will be governed by the terms and conditions set forth below:
1. Hump Conductor positions may only be established at Strang Yard.
  2. The on and off duty point for Hump Conductor position(s) will be at Strang Yard.
  3. A Hump Conductor position may be bulletined and assigned in lieu of the conductor position on TSE's at Strang Yard. The position(s) will be bulletined in accordance with applicable provisions of the IGN Agreement.
  4. Hump Conductor positions, when established, will be bulletined and assigned in lieu of the TSE conductor position(s). Such position(s) will be bulletined in accordance with applicable provisions of the IGN Agreement.
  5. Hump Conductors may, in addition to normal duties required of a conductor, perform other work at Strang Yard. In that regard, Hump Conductors may be required to perform the following:
    - a. Assist Carrier officers or others in performing computer functions and/or reportings pertaining to and associated with updating, maintaining and/or transmitting of train lists, train sets, switch lists, etc. for assignments or trains working at, into or out of Strang Yard.



- b. Assist Carrier officers in coordinating train movements and switching activities at or near Strang Yard.
- c. Assist Carrier officials in preparing necessary reports regarding Strang Yard operations, shipper activities and requirements, etc.
- d. Communicate/coordinate, as necessary, Strang Yard activities with Carrier dispatchers, foreign railroad crews and dispatchers, shippers and others to ensure the efficient and safe operation of Strang Yard.

**Note 1:** Hump Conductors may perform the duties outlined above in conjunction with their own or other assignments at Strang Yard.

**Note 2:** To ensure the Hump Conductors are utilized in a manner consistent with the intent of this accord, the parties agree to review and discuss on a periodic basis, or when requested, the duties required of a Hump Conductor. Such discussions will involve appropriate representatives from Carrier's Operating and Labor Relations Departments and the United Transportation Union.

6. Compensation for employees assigned to Hump Conductors positions will be as follows:

- a. Employees assigned as Hump Conductors will be paid the Footboard Yardmaster allowance (i.e., forty minutes (40")), as set forth in Article 2 of the IGN Agreement.
- b. For each tour of duty worked as a Hump Conductor, employees assigned thereto will be paid, in addition to their regular earnings, an allowance of three (3) hours pay at the applicable pro rata rate of pay for road switchers.

**Note:** The three (3) hour payment provided pursuant to this Paragraph 4 is not intended to be paid at the frozen or arbitrary rate, but rather at the current pro rata rate and will accordingly be subject to applicable general wage and cost of living ("COLA") adjustments.

## II. HUMP CONDUCTOR VACANCIES

- A.
  - 1. In order to be assigned to a Hump Conductor position, employees must satisfy the conditions set forth below:
    - a. Hold seniority as a conductor on Houston Hub Seniority Zone 2.
    - b. Have successfully completed requisite training on the responsibilities and duties of the Hump Conductor and have been duly designated by the Superintendent, or his designate, as qualified for such position.
  - 2.
    - a. The Superintendent and Local Chairman will confer and establish a list of employees qualified to fill Hump Conductor positions.
    - b. Hump Conductor qualifications will be determined and established by Carrier and Organization. The Hump Conductor qualification criteria will be provided to the Organization and its Local Chairman. Carrier's qualification criteria may be reviewed at any time with Carrier upon request of Organization or its Local Chairman.
    - c. If either the Superintendent or Local Chairman consider an employee unqualified to perform the duties required of a Hump Conductor, the employee will be removed from the list of qualified Hump Conductors. Said employee shall immediately thereafter be given a field test to determine whether he or she is qualified to perform the duties required of a Hump Conductor. The

Superintendent and Local Chairman will promptly thereafter meet to discuss the employee's field test results and determine whether he or she is qualified as a Hump Conductor. If it is determined that he or she is not qualified, the employee will be required to wait six (6) months before attempting to again qualify for the position. If the Superintendent and Local Chairman are unable to agree on whether the employee is qualified, the matter will be promptly referred to the General Chairman and Director - Labor Relations.

3. Hump Conductor positions will be filled, subject to the conditions contained in Paragraph I of this Article II, Section A, in accordance with applicable provisions of the IGN Agreement.
- B.** Temporary Hump Conductor vacancies will first be protected by the first out qualified employee available on the protecting extra board. In the event the extra board is exhausted or there are no qualified employees assigned thereon, Carrier may use the senior qualified employee in accordance with applicable vacancy procedures.

### **III. GENERAL**

- A.**
1. The parties have entered into this agreement to address a unique set of circumstances and requirements at Strang Yard. In order to ensure this agreement is applied in the manner intended and that its objectives are accomplished, it is agreed local Carrier and United Transportation Union representatives will meet on a regular basis to review and address any issues or problems associated with the application of this agreement.
  2. If a problem or dispute arises which is not resolved between the Local Chairman and Superintendent, or his designate, the parties agree a meeting involving representatives from the Organization and Carrier's Labor Relations and Operating Departments will be promptly convened to address the matter and endeavor to reach a resolution of the problem.
- B.**
1. This Agreement is made without prejudice to the position(s) of either party and will not serve as a precedent for the resolution or handling of such or similar matters. The terms hereof will not be cited by either party for any reason in any future forum or proceeding.
  2. The terms set forth herein pertaining to compensation for Hump Conductors are intended to address a special set of circumstances and thus will not serve in any manner as a foundation for garnering similar or other adjustments in rates of pay, compensation or other benefits afforded other employees or positions covered by the IGN Agreement. Accordingly, the terms hereof will not be cited or referenced in any other forum or proceeding nor serve as a basis or argument for altering rates of pay for any other position.
- C.** Except as specifically set forth herein, all other agreement rules, practices, etc. remain in full force and effect and are unaltered by this accord. In the event such rules, practices, etc. conflict with these terms, the provisions of this agreement will prevail.
- D.**
1. This agreement may be canceled by either party by the serving of a thirty (30) day advanced written notice.
  2. In the event such notice is served, the parties will meet within this thirty (30) day period to investigate issues associated with application and/or termination of this agreement. The parties will also attempt in good faith to resolve the issues underlying the desired cancellation.
  3. The terms of this agreement will remain in effect during the cancellation notice period and will not expire any sooner than thirty (30) days from the date such notice is served.

Signed in Houston, Texas this 23rd Day of February 1998.

For The UTU:  
/s/ L. W. Parsons, Sr.  
General Chairman

For the Company:  
/s/ A. Terry Olin  
General Director - Labor Relations

**Side Letter #1**  
February 23, 1998  
(Hump Conductor Rate of Pay)

Mr. L. W. Parsons, Sr.

This refers to the parties' discussions concerning the agreement establishing Hump Conductor positions at Strang Yard.

During the above-referenced discussions, a question arose regarding application of the payment provisions set forth in Article I, Section B, Paragraph 5. Specifically, the issue arose of when the payments provided therein would be effective considering the fact certain trainmen have been doing some of the duties required of Hump Conductors since December 1, 1997.

This letter will serve to confirm the parties' agreement employees working as Hump Conductors between December 1, 1997 and the effective date of the Strang Yard Hump Conductor Agreement will be afforded the payments set forth in Article I, Section 13, Paragraph 5 for each tour of duty said employees worked as a Hump Conductor. In connection therewith, Organization and Carrier representatives will work together to develop an accurate list identifying the amount each eligible employee is entitled to receive for this period.

If the foregoing accurately reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Sincerely,  
/s/ A. Terry Olin

**Side Letter #2 (TSE)**  
February 23, 1998  
(Hump Brakeman Rate of Pay)

Mr. L. W. Parsons, Sr.

This refers to the parties' discussions concerning the agreement establishing Hump Conductor positions at Strang Yard.

This letter will serve to confirm the parties' understanding the Brakeman position(s) on the traveling switch engine assigned to the hump at Strang Yard -- i.e., the assignment on which a Hump Conductor position is bulletined instead of a conductor position -- will be paid at the Foreman rate of pay. This rate of pay adjustment will be made effective retroactive to December 1, 1997. Organization and Carrier representatives will work together to develop a list identifying the amount of "back pay" each eligible employee (Brakeman) assigned to the "Hump" road switchers is entitled to receive pursuant to this understanding. In connection therewith, it is also understood that in the event the above-referenced agreement is canceled, the provisions of this Side Letter #2 will also be automatically canceled.

If the foregoing accurately reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Sincerely,  
/s/ A. Terry Olin  
General Director Labor Relations

**ARTICLE 7  
BASIC DAY AND OVERTIME –  
BEGINNING AND ENDING OF DAY AND GUARANTEES**

**Section A. Basic Day and Overtime:**

- (1) In all road service, except passenger service, one hundred (100) miles or less, eight (8) hours or less, (straight away or turnaround) shall constitute a day's work. Miles in excess of miles required for a minimum day will be paid for at the mileage rates provided.
- (2) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred miles, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half (12 ½). Road overtime shall be paid for on the minute basis, at not less per hour than 3/16 of the daily rate.

**(January 1, 1995 the Overtime Divisor for a basic day mileage of 130 miles is 16.25.  
Found in the 1991 National Agreement, Article IV, Section 2)**

- (3) Road conductors and trainmen performing more than one (1) class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

**Section B. Beginning and Ending of Day:**

- (1) In all classes of service, other than passenger, trainmen's time will commence at the time they are required to report for duty, and shall continue until the time they are relieved from duty.
- (2) Freight trainmen will not be run through terminals without starting a new day. (This paragraph not to apply to pile driver run one hundred (100) miles or less or Article 11, Section C.) Exclusive work trains may be run through terminals in performance of their work provided the working limits on both sides of the terminal combined does not exceed fifty (50) miles in the aggregate.  
(Modified by Article 30, Interdivisional (ID) Runs)

**Section C. Guarantees:**

- (1) Regularly assigned mixed, way freight, wreck, work and construction trainmen who are ready for service the entire month and who do not lay off of their own accord, will be guaranteed not less than one hundred (100) miles or eight (8) hours for each calendar work day, exclusive of overtime (this to include legal holidays).
- (2) Crews may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, and such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment. The service performed under this paragraph to be confined to road service in their assigned territory.  
(See Agreement May 11, 1928 reproduced in Article 12.)

**October 31, 1985 National Agreement  
Article IV - Pay Rules**

**Section 1 - Mileage Rates (Freezing Rates on Overmiles)**

- (a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently one hundred (100) miles in freight service and one hundred (100) miles for engine crews and one hundred fifty (150) miles for train crews in through passenger service) will not be subject to general, cost of living, or other forms of wage increases.

# MEMORANDUM OF AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION**

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## ESTABLISHMENT OF HUMP TOWER FOREMAN POSITIONS AT ENGLEWOOD YARD

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To facilitate operations at Englewood Yard and expand work opportunities for Carrier's yardmen, a need exists for foremen assigned and working on the hump at Englewood Yard to perform certain tasks that may not normally be considered as typical duties for a hump foreman. To accomplish these objectives and address matters unique to Englewood Yard, the parties have agreed to establish a new position -- "Hump Tower Foreman" -- at Englewood Yard.

Hump Tower Foreman positions established pursuant to this accord will be governed in relevant part by the terms and conditions set forth herein.

Accordingly, **IT IS AGREED:**

- A. A new position of "Hump Tower Foreman" may be established at Englewood Yard. Such positions, when established, will be governed by relevant provisions of the IGN Collective Bargaining Agreement and the specific provisions of this Agreement.
- B. The establishment and operation of Hump Tower Foreman positions will be governed by the terms and conditions set forth in this Agreement:
  - 1. Hump Tower Foreman positions may only be established at Englewood Yard.
  - 2. The on and off duty point for Hump Tower Foreman position(s) will be at Englewood Yard.
  - 3. A Hump Tower Foreman position(s) will be bulletined in accordance with applicable provisions of the IGN Agreement.

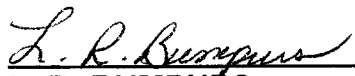
4. Hump Tower Foreman positions established pursuant to this Agreement may, in addition to normal duties of a foreman, perform other work at Englewood Yard. In that regard, Hump Tower Foremen may be required to perform the following:
  - a. Relay instructions of yardmasters to yard crews, operate the hump computer(s), handle controls of power switches, maintain paper on list machine, maintain switch lists and other normal crest operations in the area under their control, and handle/instruct general humping operations at Englewood Yard.  
  
**Note 1:** Hump Tower Foremen may perform the duties outlined above in addition to other duties required of hump assignments at Englewood Yard including, but not limited to, protecting shoves consistent with GCOR rule requirements.  
  
**Note 2:** To ensure the Hump Tower Foreman positions are utilized in a manner consistent with the intent of this accord, the parties agree to review and discuss on a periodic basis, or when requested, the duties required of a Hump Tower Foreman. Such discussions will involve appropriate representatives from Carrier's Operating and Labor Relations Departments and the United Transportation Union.
5. Hump Tower Foreman positions established pursuant to this Agreement will receive the Footboard Yardmaster rate of pay, in addition to an arbitrary allowance of one (1) hour and forty minutes pay at the footboard yardmaster rate of pay.  
  
**Note:** The one (1) hour and forty minute arbitrary payment provided pursuant to this Section 5 is not intended to be paid at the frozen, but rather at the current pro rata rate and will accordingly be subject to applicable general wage and cost of living ("COLA") adjustments.
6. The Carrier will **not** make a Productivity Fund plug due to the assignment of Hump Tower Foreman position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as a Hump Tower Foreman employee.
7. Members of yard crews may be required to continue to perform the duties enumerated herein that may be done by the Hump Tower Foreman.
8. The qualification of yardmen desiring to apply for position(s) created by this Agreement and the filling of permanent and temporary vacancies of such position(s) will be governed by the vacancy provisions of the schedule agreement.


- C. This Agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain Hump Tower Foreman positions as outlined herein.
- D. Except as specifically set forth herein, all other agreement rules, practices, etc. remain in full force and effect and are unaltered by this accord. In the event such rules and practices conflict with these terms, the provisions of this Agreement will prevail.
- E. This Agreement is made to address the unique circumstances at Englewood Yard and is without prejudice to the position(s) of either party and will not serve as a precedent for the resolution or handling of such or similar matters. The terms hereof will not be cited by either party for any reason in any future forum or proceeding.
- F. This Agreement may be canceled by either party by the serving of a thirty (30) day advance written notice. In the event such notice is served, the parties will meet within this thirty (30) day period to investigate issues associated with application and /or termination of this Agreement. The parties will also attempt in good faith to resolve the issues underlying the desired cancellation.

Signed this 1 day of June 2009.

**UNITED TRANSPORTATION UNION:**

**UNION PACIFIC RAILROAD COMPANY:**

  
\_\_\_\_\_  
**L. R. BUMPURS**  
General Chairman, UTU

  
\_\_\_\_\_  
**S. F. BOONE**  
Director - Labor Relations

June 1, 2009  
Side Letter No. 1

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 77388

Dear Sir:

This refers to our discussions concerning the Memorandum of Agreement dated June 1, 2009 establishing Hump Tower Foreman positions at Englewood Yard.

In connection with the above-referenced discussions, it is recognized there may be occasions when a foreman-only assignment may be required to perform the duties of the Hump Tower Foreman. It is further recognized there may also be periods of time when the Hump Tower Foreman is temporarily unavailable during a tour of duty where the foreman-only assignment may be required to handle control of power switches from the tower.

In recognition of the unique circumstances surrounding the assignments in Englewood yard, the parties agree that for each tour of duty worked with a Hump Tower Foreman on duty, the foreman-only assignment will be paid the Hump Trim Foreman rate of pay. This rate of pay shall apply for performing the normal duties of the foreman-only assignment, in addition to the duties of the Hump Tower Foreman (including the handling of switches from the tower), when necessary. For example, the foreman-only assignment may perform the duties of the Hump Tower Foreman who is unavailable on account of taking his meal period.

This understanding is intended to address circumstances unique and specific at Englewood Yard. Accordingly, this understanding will not be applied, or interpreted to apply, to other locations. Moreover, this understanding will not prejudice the position of either party and will not be referred to or cited in any future forum or proceeding.

If the foregoing properly and accurately reflects our understanding on this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,



S. F. Boone  
Director - Labor Relations



**AGREED:**

  
\_\_\_\_\_  
**L. R. Bumpurs**  
**General Chairman, UTU**

- (b) Mileage rates of pay, as defined above, applicable to interdivisional (ID), interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision. (Modified by May 8, 1996 National Agreement )

## **Section 2 - Miles in Basic Day and Overtime Divisor**

- (a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided below:

*(This Chart was not reproduced which showed the effective date of divisor changes progressing the basic day mileage from 100 to 130 miles. As of January 1, 1995 the Overtime Divisor for a basic day mileage of 130 miles is 16.25. Found in the 1991 National Agreement, Article IV, Section 2.)*

- (b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.
- (c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus after June 30, 1988, overtime will begin on a trip of one hundred twenty-five (125) miles in through freight service after  $125/13.5 = 9.26$  hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of eight (8) hours of service.

## **Section 3 - Conversion to Local Rate**

When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56 cents for conductors and engineers and 43 cents for brakemen and firemen under national agreements) will be added to their basic daily rate and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage for differential (.56 cents per mile for conductors and engineers and .43 cents for brakemen and firemen under national agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.

## **Section 4 - Engine Exchange (Including Adding and Subtracting of Units) And Other Related Arbitraries**

- (a) Effective November 1, 1985, all arbitrary allowances provided to employees for exchanging engines, including adding and subtracting units, preparing one (1) or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances such as signal hose and control cables are reduced by an amount equal to one-third of the allowance in effect as of October 31, 1985.
- (b) Effective July 1, 1986, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are reduced by an amount equal to two-thirds of the allowance in effect as of October 31, 1985.
- (c) Effective July 1, 1987, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are eliminated.

## **Section 5 - Duplicate Time Payments**

- (a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in train or engine service is established after the date of this Agreement.

- (b) Duplicate time payments, including arbitrables and special allowances that are expressed in time or miles or fixed amounts of money, not eliminated by this Agreement shall not be subject to general, cost of living or other forms of wage increases.

**ARTICLE 8  
SWITCHING ENROUTE – CONVERSION RULE**

Through freight crews required to do station switching will be paid local rates of pay.

- (a) Switching necessary to set out or pick up enroute will not be considered station switching, except under the following conditions:
1. Setting out cars moving through freight trains which are placed or spotted at definite locations for loading or unloading when such spotting necessitates placing of the car or cars behind other cars found on the same track.
  2. Picking up cars to move in their own trains when required to respot at definite locations for loading or unloading cars handled in order to secure pick ups, it being for the understanding that cars found at the station may be moved in order to secure pick ups and replaced on track where found, but not spotted or respotted at definite locations for loading or unloading.
  3. Spotting or placing live stock or perishable freight moving in such freight trains will not operate to convert the rate.
- (b) Through freight crews will not be required, without conversion of the rate, to switch or move from point to point at station cars found at that station.
- (c) Through freight crews will not be required to load or unload way freight.

**Arbitration Award No. 168  
More Than One (1) Class Of Road Service  
(Conductors' Agreement--May 23, 1952--Article 9)**

- Q 1. Should any rule covering More Than One (1) Class of Road Service be granted?  
A 1. The Board finds there is no controversy over this question. All parties to this proceeding now agree, as a matter of record, that there should be a rule.
- Q 2. What shall be the language of the rule?  
A 2. Subject to and in keeping with the provisions of Paragraph 4 of the Arbitration Agreement of July 17, 1952, the Board finds that a new rule should be awarded as follows:

**More Than One (1) Class of Road Service Rule:**

Road employees, conductors, employed in any class of road service may be required to perform two (2) or more classes of road service in a day or trip subject to the following terms and conditions:

**A. Payment:**

- (1) Except as qualified A(2) below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service. When two (2) or more locomotives of different weight-on-drivers are used during a trip or day's work the highest rate applicable to any engine used shall be paid to the engineer, fireman and/or helper for the entire day or trip.
- (2) Road employees, conductors, in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service.

The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip.

When two (2) or more locomotives of different weight-on-drivers are used during a trip or day's work, the highest rate applicable to any engine shall be paid to the engineer, fireman and/or helper for the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

**Examples for the Application of This Paragraph A(2) are:**

- (a) An employee in through freight service on a run of one hundred (100) miles is on duty a spread of eight (8) hours, including two (2) hours of another class of road service --  
-- Employee will be paid one hundred (100) miles or eight (8) hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (b) An employee in through freight service, on a run of one hundred (100) miles is on duty a spread of 9 hours, including 2 hours of another class of road service --  
-- Employee will be paid one hundred (100) miles or eight (8) hours at pro rata rate for the trip plus one (1) hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (c) An employee in through freight service on a run of one hundred (100) miles is on duty a spread of ten (10) hours, including two (2) hours of another class of road service --  
-- Employee will be paid one hundred (100) miles or eight (8) hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (d) An employee in through freight service on a run of one hundred (100) miles is on duty a spread of twelve (12) hours, including two (2) hours of another class of road service --  
-- Employee will be paid one hundred (100) miles or eight (8) hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- (e) An employee in through freight service on a run of one hundred fifty (150) miles is on duty a spread of ten (10) hours, including 2 hours of another class of road service --  
-- Employee will be paid one hundred fifty (150) miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

**B. This rule applies to:**

- 1. Unassigned and/or assigned road service.
- 2. Another class of road service, regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
- 3. Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

**C. This rule does not involve the combining of road with yard service nor modify or set aside:**

- 1. Lap back or side trip rules except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
- 2. Conversion Rules.

3. Terminal switching and/or special terminal allowance rules.

This award becomes effective February 1, 1953.

**Award And Decision Referee George Cheney –  
August 1, 1951  
(More Than One (1) Class Of Road Service)  
(Trainmen's Agreement, Article 9, May 25, 1951)**

A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding, dated May 25, 1951, which should read as follows:

"Road brakemen performing more than one (1) class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip."

- Q1. Does the rule apply to brakemen in unassigned and/or assigned road service?  
A1. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that brakemen will not be required to perform work other than that to which regularly assigned.
- Q2. Does this rule apply to brakemen at an intermediate point or between two (2) intermediate points where conductors and trainmen are required to perform road service not incident to the normal trip?  
A2. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.
- Q3. Does the rule set aside lap back or side trip rules?  
A3. No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.
- Q4. Does the rule set aside existing conversion rules?  
A4. No.
- Q5. Does the rule set aside existing terminal switching rules?  
A5. No.

**New proposed Question No. 6.**

- Q6. Does the rule apply to brakemen in passenger service?  
A6. Yes, except where under existing rules seniority acquired by employees in passenger service is separate and distinct from the seniority acquired by employees in freight service.
- Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger brakemen -- flagmen except in emergencies.
- Q7. Does the rule apply to brakemen who are required at an intermediate point(s) to perform work train service?  
A7. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for brakemen performing work train service.
- Q8. Does the rule apply where road brakemen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?  
A8. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise.

Rule effective September 1, 1951

**Letter of Understanding**  
February 21, 1952  
(Payment Assisting Disabled Trains)

You will recall our discussions in conference, first on February 9 and again on February 11, 1952, the question of method of payment to IGN freight crews when required to assist disabled trains within station limits, between stations and from station to station.

It has been pretty generally understood that when a freight train is required to assist a disabled train within station limits the recognized and accepted method of payment has been at the local rate for the entire trip, based on Article 8 in the agreement with the ORC and BRT, Article 9 in the agreement with the BLE and Article 10 in the agreement with the BLF&E.

When a freight train has been required to assist a disabled train from station to station the recognized and accepted method of payment has been for an additional one hundred (100) miles less the time or mileage consumed or run in performing the assistance.

There has been a lack of uniform understanding with respect to the method of payment when a freight train assists a disabled train between stations and because of this lack of uniformity and understanding we realize the necessity for establishing some definite yardstick which would serve as a guide for the employees and the carrier with respect to the method of claiming and payment in connection therewith. To meet this situation it was agreed that under such circumstances if a train coupled to a disabled train within two (2) miles from a station or the middle of a blind siding and helped the disabled train to the station or blind siding the proper allowance would be the local freight rate of pay. If the distance was more than two (2) miles from the station or the middle of a blind siding an additional one hundred (100) miles less the time consumed or miles run would constitute the proper payment. The distance would be computed from the point of coupling to the disabled train.

All of the foregoing must be understood to be without prejudice to the position of either party in connection with the applicability or non-applicability of any of the provisions of the Decision and Award of Referee Geo. Cheney, dated August 1, 1951, and effective September 1, 1951.

If the foregoing represents your understanding and is acceptable to you please affix your signatures in the spaces provided hereon and the claims listed in this conference will be disposed of on the basis above set forth. (Modified by Letter of Understanding, May 14, 1991, below)

**Letter of Understanding**  
May 14, 1991  
(Cheney Award Applied to Brakeman)

Mr. R. A. Green

This has reference to our conference of May 8 and 9, 1991 wherein we discussed Awards 44 and 97 of Public Law Board No.1900 and the various claims on your dockets of November 18, 1985 and June 10, 1987 for payment of one hundred (100) miles on behalf of various crews account required to assist disabled trains in the course of their regular trips or tours of duty.

In order to dispose of these claims and to resolve the dispute created as result of the conflicting awards rendered by Board No. 1900 it was agreed that:

- (1) The aforementioned claims will be settled on the basis of actual time consumed in assisting the disabled trains with a minimum payment of one (1) hour at the pro rata rate. This settlement is limited to these cases only.
- (2) Henceforth Arbitration Award No.168, which covers "More Than One (1) Class" of service, applicable to conductors will be applied to brakemen under the jurisdiction of your General Committee in lieu of the Award and decision of Referee George Cheney. This places Conductors and Brakemen with seniority dates prior to November 1, 1985 under Award No. 168.

You will be advised by separate letter regarding adjustments required under item (1).

/s/ T. L. Wilson, Sr.

**Fort Worth Subdivision Crews  
Handling Cars Between Spring And Houston  
July 19, 1954**

**It Is Mutually Agreed** that Mart Subdivision crews have the right to handle cars originating or destined to points between Spring and Houston, as follows:

1. Cars which originate north of Spring and are handled into Spring by Mart Subdivision crews may be set out by Mart Subdivision crews at any point between Spring and Houston and placed if necessary.
2. Cars originating at points between Houston and Spring destined to points north of Spring and handled out of Spring by Mart Subdivision crews may be picked up at points between Houston and Spring by Mart Subdivision crews.

If under items 1 and 2, crews in setting out and picking up are required to perform service in connection therewith as contemplated in Article 8 of the agreement the provisions of that Article with respect to payment will apply.

3. Regular local service required between Spring and Houston is to be performed by Palestine Subdivision crews.

**Excerpt From Sellers Agreement  
September 10, 1925  
(Conversion Rule at Spring)**

**Article V**

Through freight crews consuming forty-five (45) minutes, or more, cumulative time, setting out, picking up or placing cars at either Spring or Sellers, or both, will be allowed local rates for the entire trip. This not to prejudice the application of the conversion rule or turnaround provisions of the agreements.

**ARTICLE 9  
CIRCUS TRAIN RATES**

**Section A.**

Crews assigned to circus trains will be allowed one hundred fifty miles through freight rates for each move. Overtime after 12 hours at 3/16 the daily rate to be computed from time required to report for duty and to end at time relieved from such service at end of each move, final terminal delay to apply only at division terminals. While assigned to circus trains, crews will not be required to perform work which does not pertain to these trains.

This section does not apply where continuous run is made from terminal to terminal, or where circus cars which are ready for movement are added at intermediate points to other than circus trains for the purpose of moving into terminals, and when such trains are not required to perform work incident to service required of assigned circus train movement.

**Section B.**

When crews assigned to circus trains are held over at any point, they shall be allowed one hundred fifty (150) miles for each twenty-four (24) hours so held, unless used in other service; if used in other service, they shall be allowed one hundred fifty (150) miles unless mileage made in such other service exceeds one hundred fifty (150) miles, in which instance actual mileage will govern.

**Section C.**

Train crews going from terminal to circus train assignment or when released from circus trains between terminals will be allowed one hundred (100) miles unless mileage made exceeds one hundred (100) miles in which case actual miles will be allowed.

Conference March 10, 1947 it was agreed that Article 9 applies to carnival trains. (T.S.)

## **ARTICLE 10 DOUBLING HILLS**

### **Section A.**

Crews doubling hills will be allowed actual miles made in doubling, such miles to be added to other mileage of the trip for the purpose of computing road overtime.

### **Section B.**

On runs of less than one hundred (100) miles for which one hundred (100) miles is paid, no allowance for doubling will be made unless mileage made doubling added to total mileage exceeds one hundred (100) miles, when actual mileage will be allowed.

### **Section C.**

Crews running for fuel or water will be paid same as doubling.

## **ARTICLE 11 TURNAROUND RUNS**

### **Section A.**

A minimum allowance of one hundred (100) miles to be made for making a turn originating at any given point and run to an intermediate point and return to original starting point, based on Article 7, Section A, Paragraph(2), as to overtime. (See Letter of Agreement of February 21, 1952 reproduced under Article 8.)

If a turnaround movement is required interrupting a continuous trip, time consumed making the turn will be deducted from the total time consumed on the continuous trip.

**Example 1.** Crew called for trip Taylor to San Antonio; interrupted at Wetmore; run to New Braunfels and return to Wetmore. Time consumed making turn, five (5) hours; leaving Taylor at 7 a.m., arriving San Antonio 8 p.m. Total time on duty, thirteen (13) hours. The five (5) hours consumed in making the turn deducted from the time on duty leaves eight (8) hours. Allowance: 116 miles Taylor to San Antonio; 100 miles Wetmore to New Braunfels and return to Wetmore. No road overtime. No overtime at turning point.

**Example 2.** Leave San Antonio; run to New Braunfels; return to San Antonio; interrupted at Wetmore; run to Dittlinger and return to Wetmore. Allowance: 100 miles San Antonio to New Braunfels and return to San Antonio. Overtime based on Article 7, Section A, Paragraph(2), after deducting time consumed making Wetmore-Dittlinger turn; 100 miles Dittlinger and return to Wetmore. Overtime, if any made, as provided in Article 7, Section A, Paragraph(2). No overtime at turning point.

### **Section B.**

- (1) If crews are tied up at turning point on runs of more than fifty (50) miles and less than eighty (80) miles in one direction one hundred (100) miles will be allowed each way crew to go on duty at the expiration of legal rest period, either eight (8) or ten (10) hours, as the case may be, from the time tied up.
- (2) On runs of eighty (80) miles and less than one hundred (100) miles in one (1) direction allowance shall be one hundred (100) miles for the first leg of the trip. Article 18 to govern payment at turning point, actual miles or hours, whichever is the greater, to govern the return movement. If tied up at turning point, allowance will be one hundred (100) miles in each direction crew to resume duty at the expiration of legal rest period, either eight (8) or ten (10) hours, as the case may be, from the time tied up.
- (3) Runs of one hundred (100) miles or over in one (1) direction will be considered as completed at turning point, Article 18 to govern at turning point. If necessary to tie up a crew at turning point allowance will be made as above, crew to resume duty at the expiration of legal rest period; either eight (8) or ten (10) hours, as the case may be, from the time tied up.



- (4) Movement of one hundred (100) miles or over not to be considered as interruption as above provided for.

**Section C.**

- (1) Trainmen in pool or irregular freight service may be called to make short trips or turnarounds with the understanding that one (1) or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of one hundred (100) miles for a day, provided, (1) that the mileage of all trips does not exceed one hundred (100) miles; (2) that men shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty eight (8) consecutive hours, except as a new day, subject to the first in, first out, rule or practice.

Crews to be notified in writing before leaving terminals on first trip that they are to make short turnarounds as provided in this section.

- (2) a. When a crew is required to make an emergency side or lap back trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on continuous basis.
- b. Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

**Conference Case Settlement**  
August 23, 1929  
(Time at Turning Point at Local Rate)

**Case No. Ten: Claim of Conductor Fraser and crew for local pay while on Conroe turn, May 31, 1929:**

**Decision:**

It is our understanding that you are agreeable to settling this claim and other claims of similar nature by payment of time consumed at turning point at the local rate.

L. A. David

**ARTICLE 12**  
**WORK TRAIN SERVICE**

**Section A.**

Class  
Conductor (Basic)  
Brakemen (Basic) See Rate Sheet

One (1) conductor shall not sign orders for more than one (1) engine, unless said engines are coupled together.

**Section B.**

When a conductor acts as foreman of construction or work train, he shall receive Forty-Seven Dollars and Seventy-One Cents (\$47.71) per month additional. (Subject to wage increases)

**Section C.**

Rights and assignments of trainmen to regular work train service to be governed by the provisions of Article 32 of this agreement. (See Agreement of May 11, 1928, Page 26)

**Section D.**

Through and irregular freight train crews temporarily in work train service for five days or less will be continued in this service until the work is finished. If the work requires more than five days crew will be assigned by bulletin Article 32. (See December 12, 1941 Agreement below.)

**Section E.**

Trainmen in temporary work train service will be allowed one (1) minimum day for each calendar day so held and not used.

**Letter of Understanding**

May 11, 1928

(Work Train - Revenue Tonnage)

With reference to the movement of revenue tonnage by regularly assigned work trains,

It is Agreed that in future crews regularly assigned to work trains will not be required to handle revenue freight within the course of the day's work except wherein the work train is discontinued as provided for in Article 7, Section C, Paragraph(2) of the present Agreement, in which case they may be used in other service to complete the guarantee in accordance with that Rule.

It is understood that under this Agreement regularly assigned work trains will be permitted to move loaded cars such as ties, rock or other Company material and empties used in the handling of Company material or other work service.

It is further agreed that in the movement of a regular work train from an intermediate point to the District Terminal revenue freight may be handled into such terminal.

**Letter of Understanding**

December 12, 1941

(Work Train - Bulletin Assignment)

Mr. F. H. Cook  
Mr. O. J. Brown

The question has recently arisen as to the proper method of filling a work train which is bulletined, during the life of the bulletin.

In such cases extra men should be called and used to ride the bulletin and remain on the same until assignment is made. If during the life of the bulletin, the work train is run into a terminal at the end of the day's work and out of the terminal the next morning the extra men should be placed on the board on arrival and the extra men first out on the board at calling time for the work train the following day should be called and used. The above refers to terminals where extra boards are maintained, and work first in first out.

Please be governed accordingly, advising all concerned.

A. B. Kelly

**ARTICLE 13  
TERMINAL DELAY**

**Section A. Passenger Service** (Not reproduced)

**Section B. Freight Service:** (Final Terminal Delay- FTD)

- (1) In case of delay at final terminal after arrival from any cause such time will be paid for independent of any other time made on trip. Time accruing up to the period when overtime commences will be allowed on the actual minute basis at an hourly rate of 1/8 of the daily rate and time thereafter shall be paid on the actual minute basis at an hourly rate of 3/16 of the daily rate.

- (2) At final terminal points where crews are required to do switching, put away train, etc., final terminal delay will be figured in with the switching time provided for in Article 18.

### **Section C.**

Delays between yard limit boards shall constitute terminal delay. This Article will not apply to work trains.

## **Final Terminal Delay (FTD), Freight Service October 31, 1985**

### **October 31, 1985 National Agreement Article V -**

#### **Section 1 - Computation of Time**

In freight service all time, in excess of sixty (60) minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

#### **Section 2 - Extension of Time**

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the sixty (60) minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor ( $60/12.5 = 4.8$ ;  $60/12.75 = 4.7$ ;  $60/13 = 4.6$ ;  $60/13.25 = 4.5$ ;  $60/13.5 = 4.4$ , etc.).

*(January 1, 1995 the Overtime Divisor for a basic day mileage of 130 miles is 16.25. Found in the 1991 National Agreement, Article IV, Section 2.*

#### **Section 3 - Payment Computation**

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of October 31, 1985, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind. After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

**Note:** The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

#### **Section 4 - Multiple Trips**

When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

#### **Section 5 - Exceptions**

This Article shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

**Note:** The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

#### **Section 6 - Local Freight Service**

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

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This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

**Letter of Understanding**  
**October 31, 1985**  
(Held At Last Siding - Definition)

Mr. Fred A. Hardin

This refers to Article V of the Agreement of this date concerning the final terminal delay rule, particularly our understanding with respect to the use of the term "deliberately delayed" in Section 1 of that Article.

During the discussions that led to our Agreement, you expressed concern with situations where a crew was instructed to stop and was held outside the terminal between the last siding or station and the point where final terminal delay (FTD) begins and there was no operational impediment to the crew bringing its train into the terminal; i.e., the train was deliberately delayed by yard supervision. Accordingly, we agreed that Section 1 would comprehend such situations.

On the other hand, the carriers were concerned that the term "deliberately delayed" not be construed in such a manner as to include time when crews were held between the last siding or station and the point where final terminal delay (FTD) begins because of typical railroad operations, emergency conditions, or appropriate managerial decisions. A number of examples were cited including, among others, situations where a train is stopped: to allow another train to run around it; for a crew to check for hot boxes or defective equipment; for a crew to switch a plant; at a red signal (except if stopped because of a preceding train which has arrived at final terminal delay point and is on final terminal delay time, the time of such delay by the crew so stopped will be calculated as final terminal delay); because of track or signal maintenance or construction work; to allow an outbound train to come out of the yard; and because of a derailment inside the yard which prevents the train held from being yarded on the desired track, e.g., the receiving track. We agreed that Section 1 did not comprehend such conditions.

Please indicate your agreement by signing your name in the space provided below.

/s/ Fred A. Hardin, UTU

/s/ C. I Hopkins, Jr.

**Initial Terminal Delay (ITD)**

(a) Initial terminal delay (ITD) shall be paid on a minute basis to Conductors and Trainmen in freight service for all time in excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

**Note:** The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

This rule will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates of allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

**Note:** The question as to what constitutes a "mine run" as that term is used above shall be determined on each individual railroad by management and the appropriate general committees.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of seventy-five (75) minutes after which initial terminal delay payments begins.

(b) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

(c) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

Conductors' Agreement, May 23, 1952 - Article 5 - Effective August 1, 1952

Trainmen's Agreement, May 25, 1951 - Article 5 - Effective August 1, 1951

#### **ARTICLE 14 CALLING OF TRAIN CREWS**

Trainmen will be called within one (1) mile of division or terminal station by caller who will be provided with a book in which the men called will enter their names, together with the time they were called. Freight trainmen will be called as nearly as possible one (1) hour and thirty (30) minutes before time required to report for duty and passenger trainmen one (1) hour and thirty (30) minutes before leaving time.

Crews in Interdivisional (ID) Service between Palestine and Texarkana - Taylor and Houston, by Agreement, may request three (3) hour calls. (Other three (3) hour calls by agreement, see Officer Crew Agreement, Page 185)

#### **Conductors' Agreement - May 23, 1952 - Article 8 Trainman's Agreement - May 25, 1951 - Article II Reporting For Duty (Starting Time - Regular Assignments)**

(a) In assigned road service where under existing rules employees report for duty without being notified or called and it is desired on any day to deter the reporting time, advance notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The employee shall be notified at such time when he is to report and only one (1) such deferment may be made. In such cases the time of the trip or tour of duty shall begin at the time the employee is required in accordance with said notice of change to report for duty. If not so notified, the reporting time shall be as provided in the assignment.

(b) Where employees are notified by call of time at which to report, existing rules or practices are not changed or affected by this rule.

These rules became effective August 1, 1952 and August 1, 1951, respectively.

#### **ARTICLE 15 FIRST IN - FIRST OUT**

##### **Section A.**

Crews not assigned to regular runs will be run first in, first out, except where restricted by compulsory rest law, Article 42, Article 21 and Article 11, Section C, Paragraph (1) of this agreement.

##### **Section B.**

A conductor, baggage man or brakeman losing time through no fault of his own shall be paid for time lost, except where regular man cannot be found and the first available man has to be used to avoid delays to trains.

In event of runaround, they will be paid a minimum of one-half day and stand first out; if not used within eight (8) hours, they will be paid a minimum of one (1) day and stand first out. If intentional runaround occurs, except as provided for in Section D, men runaround will be paid full time made by man or men used.

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**MEMORANDUM OF AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

**UNITED TRANSPORTATION UNION**

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**MODIFICATION OF IGN SCHEDULE  
ARTICLE 15**

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Pursuant to the parties' discussions concerning Article 15 – First In–First Out – of the IGN Schedule, it is agreed Section A of the Agreement is modified as set forth below:

**IT IS AGREED:**

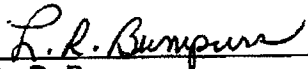
1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT) shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."*
2. Item 1, above, is intended to apply to trainmen in freight pool(s) under the IGN Agreement. Accordingly, the provisions thereof shall not be extended or applied to any other assignments covered by the controlling UP/UTU (IGN) Collective Bargaining Agreement.
3. If either party suspect abuse in connection with the application of this Memorandum of Agreement, the parties will immediately meet to resolve the suspected abuse in line with the parties' intent.
4. This Memorandum of Agreement will become effective on or about October 20, 2009.

Signed this 20th day of October 2009.


29-A

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**FOR THE  
UNITED TRANSPORTATION UNION**

  
\_\_\_\_\_  
L. R. Bumpurs  
General Chairman - UTU

**FOR THE CARRIER:**

  
\_\_\_\_\_  
S. F. Boone  
Director-Labor Relations

29-1

**MEMORANDUM OF AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

**UNITED TRANSPORTATION UNION**

---

**MODIFICATION OF IGN SCHEDULE  
ARTICLE 15**

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Pursuant to the parties' discussions concerning the October 20, 2009 Memorandum of Agreement modifying Article 15, Section A, of the IGN Schedule as follows.

*"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT), shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."*

**IT IS AGREED:**

It is agreed Section 1 of the October 20, 2009 Agreement, cited above, may subsequently be modified for a specific freight pool(s) on an annual basis as set forth below:

1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) and away from home terminal (AFHT) be governed by the off duty time in determining the order in which crews shall be called for subsequent service out of the home terminal (HT) and away from home terminal (AFHT)."*
2. All requests for modification to the October 20, 2009 Memorandum of Agreement as set forth in 1 above, must be submitted by written notification to Carrier's CMS Director/Team Leader and the UTU General Chairman no later than December 15, to be effective January 1 of the following year. Upon initial implementation of this Agreement, all written requests for modifications must be made by October 31, 2009 to be



**MEMORANDUM OF AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and the**

**UNITED TRANSPORTATION UNION**

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**MODIFICATION OF IGN SCHEDULE  
ARTICLE 15**

---

Pursuant to the parties' discussions concerning the October 20, 2009 Memorandum of Agreement modifying Article 15, Section A, of the IGN Schedule as follows.

*"Crews in pool freight service shall upon arrival at the home terminal (HT) be given the same relative position on the board that they held prior to leaving the home terminal. The off duty time at the away from home terminal (AFHT), shall govern in determining the order in which crews shall be called for subsequent service out of the away from home terminal (AFHT)."*

**IT IS AGREED:**

It is agreed Section 1 of the October 20, 2009 Agreement, cited above, may subsequently be modified for a specific freight pool(s) on an annual basis as set forth below:

1. *"Crews in pool freight service shall upon arrival at the home terminal (HT) and away from home terminal (AFHT) be governed by the off duty time in determining the order in which crews shall be called for subsequent service out of the home terminal (HT) and away from home terminal (AFHT)."*
2. All requests for modification to the October 20, 2009 Memorandum of Agreement as set forth in 1 above, must be submitted by written notification to Carrier's CMS Director/Team Leader and the UTU General Chairman no later than December 15, to be effective January 1 of the following year. Upon initial implementation of this Agreement, all written requests for modifications must be made by October 31, 2009 to be

# UNION PACIFIC RAILROAD COMPANY

S. F. Boone  
Director – Labor Relations



24125 Aldine Westfield  
Spring, Texas 77373  
Office: (281) 350-7585

BUILDING AMERICA

January 15, 2010

860.10-1  
860.10-4  
860.10

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Suite 102  
Spring, Texas 77388

Dear Sir:

This refers to our various discussions pertaining to the implementation of the Rail Safety Improvement Act of 2008 ("Rail Safety Bill"). In conjunction therewith, this letter of interpretation shall confirm our mutual interpretation regarding the manner in which employees assigned to unassigned (pool) freight service or extra boards shall be handled in the event they are observing mandatory off duty time due to certain specific provisions of the Rail Safety Bill.

During our recent discussions, we agreed that mandatory off duty time under the Rail Safety Act should be handled as outlined below:

1. An employee assigned to a turn in an unassigned freight pool or to a position on an extra board who finds themselves in mandatory off duty time pursuant to §21103(a)(1) (i.e., the "276-hour monthly cap rule") or §21103(a)(4) (i.e., the "6/48 & 7/72 rule") will retain and remain on his or her turn in the applicable freight pool or his or her position on the applicable extra board during the period he or she is in mandatory off duty time.
  - a. During the period said employee is in mandatory off duty time, his or her freight pool turn or extra board position (and accordingly the employee assigned) shall continue to rotate or advance (i.e., - move up) in the freight pool or on the extra board.

- b. If the employee's freight pool turn or extra board position reaches the first-out position before he or she is no longer subject to the mandatory off duty time pursuant to item 1 above, the employee and his or her assigned pool turn or extra board position will be held in the first-out position until the expiration of the employee's period of mandatory off duty time.
2. This letter of interpretation is without prejudice to either parties position regarding the status of employees subject to the "276-hours monthly cap rule" or the "6/48 and 7/72 rule"
3. The terms and conditions of this letter of understanding will be placed into effect on February 16, 2010.
4. This letter of interpretation may be cancelled by either party by serving a 30-day notice.

If the foregoing accurately reflects our understandings and agreement, please so indicate by affixing your signature and the date in the space provided below; returning one fully executed copy to my office.

Sincerely,



**AGREED:**

  
**General Chairperson, UTU**

Jan. 27, 2010  
**Date**

### **Section C.**

Freight crews in pool freight and in unassigned service will not be called for service or paid for runaround or loss of time unless they have sufficient time to make the trip at the average speed of 15 miles per hour from terminal to terminal from time called to report for duty. On turnaround runs an additional one (1) hour and thirty (30) minutes will be added to the time required to make the round trip, on above basis. (Time altered in Policy Manual by mutual agreement)

This Section will not apply to work trains, as it is understood that crews will not be called for work train service unless they have their full rest, except in case of wrecking or relief trains.

### **Section D.**

Crews in pooled freight in unassigned service will be required to take full legal rest, either eight (8) or ten (10) hours, as the case may be, at Palestine, San Antonio and Mart (Ft. Worth) after each trip.

### **Memorandum of Agreement**

July 1, 1989

(Crews, Order Marked Up - San Antonio)

With respect to pooled freight crews run around on line of road between terminals, it is agreed that Article 15, Section A, of the former IGN Agreement will be modified to the following extent as it applies to such crews in the freight pool assigned to operate between San Antonio and Taylor, and San Antonio and Laredo.

1. Pooled freight crews operating from San Antonio to the away from home terminal (Taylor), will be marked up for subsequent service out of the away from home terminal in the same order as they departed San Antonio subject to the provisions of Article 15, Section C and Article 21, Section A.
2. Such crews, when operating from Taylor to San Antonio will be marked up for subsequent service at San Antonio in the same order as they departed Taylor subject to the provisions of Article 15, Section D.
3. Pooled freight crews operating from San Antonio to the away from home terminal (Laredo), will be marked up for subsequent service out of the away from home terminal in the same order as they departed San Antonio subject to the provisions of Article 15, Section C and Article 21, Section A.
4. Such crews, when operating from Laredo to San Antonio will be marked up for subsequent service at San Antonio in the same order as they departed Laredo subject to the provisions of Article 15, Section D.

This Agreement signed at Houston, Texas, this 10th day of May, 1989, and shall become effective July 1, 1989, and remain in effect until cancelled on fifteen (15) days' written notice by either party to the other without following the procedures of the Railway Labor Act.

For The Organization:  
/s/ R. A. Green

For The Carrier:  
/s/ T. L. Wilson, Sr.

### **Letter of Understanding**

May 5, 1955

(Crews, Order Marked Up - Palestine)

Reference Mr. Purdum's letter April 15, 1955, addressed to Mr. Gordon, concerning the application of Article 15 of the Conductors and Brakemen's Agreement which provides that conductors and brakemen will be operated first in, first out of terminal.

As there has been no uniformity at Palestine in connection with the application of the first in, first out rule, it is agreed that the time first stop is made in the terminal at Palestine will be considered the time of arrival for all conductors and brakemen operating into and out of Palestine.

**Conference Case Settlement**  
Conference starting July 9, 1945  
(Percentage Crew In Ft. Worth)

**Conference Case No. 41 -- Docket No. 14873 --  
Serial No. -- BRT 113-40**

Claim of Conductor P. O. Hammond and crew for the collection of one hundred (100) miles runaround in Mart Terminal on September 1, 1940.

**Decision:**

The organization advised during the discussion of this case that they were willing to settle the claim on the basis of fifty (50) miles runaround, but with the further understanding that when crews were put on at Mart (now Fort Worth) for the purpose of running off the interdivisional (ID) mileage, crews would be put on the board at 12:01 a.m., and when the crew had run out the allotted mileage it would be taken out of the assignment at 11:59 p.m.

Please advise if this decision is accepted.

P. J. Neff

Mr. Cook: Mr. Smith has accepted our decision in this case. H.E.R.

**Conference Case Settlement**  
December 9, 1943  
(Deadheading - Full Rest At Home Terminal)

Conference in this office December 8th:

**Case No. 6 -- BRT 84-43 --** "Conductor D. L. Woodard, Brakeman, C. Koehne and E. A. Duckett, for 50 miles runaround in Palestine by Conductor M. O. Bradley and crew May 11th, 1943."

**DECISION:**

It is agreed that the provisions of Article 15, Section D, make it mandatory that crews arriving at Palestine, San Antonio and Mart (now Fort Worth) in deadhead service be required to take full legal rest, either eight (8) or ten (10) hours, as the case may be.

Claim will be allowed.

L. A. Gregory

**Letter of Understanding**  
June 30, 1975  
(First Out - After Switching)

In order to avoid holding pool crews at Taylor an excessive length of time, we are agreeable to placing the following into effect:

Through freight crews assigned in the pools operating in the territory San Antonio-Taylor and Palestine-Taylor, when called for service at Taylor and tie up without departing that point, will retain their first out position in the pool for service back to their home terminal when rested.

Through freight crews will continue to be called at Taylor without full rest subject to the conditions set forth in the agreement, i.e., Article 15(c) - UTU(C-T); Article 18(E) - UTU(E); and Article 17(E) - BLE.

This understanding will become effective August 1, 1975, and is subject to cancellation by either party upon the serving of a 15 day written notice.

A. B. Kelly

**AGREEMENT**

**Between the**

**UNION PACIFIC RAILROAD COMPANY**

**And the**

**UNITED TRANSPORTATION UNION**

\*\*\*\*\*

**HOME TERMINAL REST AGREEMENT**

\*\*\*\*\*

It is agreed:

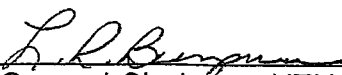
**Section 1.** Trainmen assigned to through freight pool boards shall receive not less than ten (10) hours of undisturbed rest at their home terminal before being called for subsequent service.

**Section 2.** The undisturbed rest provision contained in this agreement applies to assigned pool Conductors and Brakemen at their home terminal only and shall not be applied, nor interpreted to apply, at the away-from-home terminal. Moreover, this agreement shall not apply, nor be interpreted to apply, to any employee assigned in yard, local, TSE or work train service and/or to an extra board.

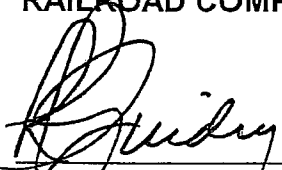
**Section 3.** It is further understood and agreed this Agreement will not prejudice the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution and may be cancelled upon ten (10) days written notice from either party to the other.

Signed in Spring, Texas this 15th day of July, 2004.

**FOR THE UNITED  
TRANSPORATION UNION:**

  
General Chairman UTU  
L. R. Bumpurs

**FOR THE UNION PACIFIC  
RAILROAD COMPANY:**

  
Director - Labor Relations  
R. P. Guidry

**Memorandum of Agreement**  
**December 16, 1983**  
**(First In First Out - Ft. Worth)**

With respect to pooled freight crews run around on line of road between terminals, it is agreed that Article 15, Section A of the former IGN Agreement will be modified to the following extent as it applies to such crews in the freight pool assigned to operate between Fort Worth and Houston.

1. Pooled freight crews operating from Fort Worth to the away from home terminal (Houston), will be marked up for subsequent service out of the away from home terminal in the same order as they departed Fort Worth subject to the provisions of Article 15, Section C, and Article 21, Section A.
2. Such crews, when operating from Houston to Fort Worth will be marked up for subsequent service at Fort Worth in the same order as they departed Houston subject to the provisions of Article 15, Section D.

This Agreement signed at St. Louis, Missouri, this 30th day of November, 1983, and shall become effective December 16, 1983, and remain in effect until cancelled on fifteen (15) days' written notice by either party to the other without following the procedures of the Railway Labor Act.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ O. B. Sayers

**ARTICLE 16**  
**TELEPHONES -- TRAIN ORDERS**

Trainmen will not be required to take orders over telephone except in case of accident or personal injury.

**October 31, 1985 National Agreement**  
**Article VIII - Road, Yard And Incidental Work**

**Section 3 - Incidental Work**

- (a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:
- (3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
  - (8) Prepare reports while under pay
  - (9) Use communication devices; copy and handle train orders, clearances and/or other messages

(See Article 18, Page 33 for rest of Article VIII of the October 31, 1985 National Agreement)

**ARTICLE 17**  
**RUNS BETWEEN CERTAIN POINTS AND**  
**PILOTING ENGINES TO AND FROM TRAINS**

**Section A.**

Runs between Palestine and Longview Junction, Palestine and Mineola, Longview Junction and Mineola, Sellers and Galveston, or vice versa, will be considered and paid for as one hundred (1) miles. (Houston has been substituted for Sellers per agreement of September 10, 1925.)

**Section B.\***

Brakemen will not be required to cut off, or pilot engines to or from trains at points where hostlers are employed.

\* (Modified by Article IX - Road - Yard Movements of January 27, 1972 National Agreement and Article X - Road - Yard Movements of August 25, 1978 National Agreement.)

**ARTICLE 18  
SWITCHING AT TERMINAL POINTS**

**Section A.**

Trainmen will not be required to set out, pick up, make up or put away trains (except to put train into clear), or do station switching, at division terminal points where regular yard crews are maintained; except that crews arriving during the hours no switch engine is on duty may be required, when necessary, to place live stock or perishable for unloading and in such cases they will be paid a minimum of one (1) hour and actual minutes if in excess of one (1) hour.

(Modified by Article VIII, 1985 National Agreement, below.)

**Section B.**

At intermediate points where switch engines are maintained tracks must be designated at such places that will be most convenient for passing trains to set out what they have to leave, and Yardmasters must have cars for such trains to pick up switched together first out on one (1) track (unless two (2) or more tracks are required) where they will be most convenient to pick up.

**Section C.**

At intermediate terminal points where there are no yard crews, trainmen will be paid actual minutes for putting away or making up trains.

**Section D.**

On local freight runs which end between regular terminals for through freight trains, and where business does not justify maintaining a switch engine, trainmen will be paid actual minutes for handling cars brought in or taken out of their trains, but if any other switching is performed they will be paid a minimum of one (1) hour and actual minutes if in excess of one (1) hour. They will not be required to load or unload freight, except at terminals where there are no house tracks. All time under this and other sections of this Article will be kept and paid for separate from road time.

At initial terminal, all switching will be paid for at one-eighth (1/8) the daily rate per hour and road time will commence at the time the switching is completed and train is coupled together.

At final terminal when switching is completed before the period when road overtime commences such time will be paid for at one-eighth (1/8) the daily rate per hour; if crew is on road overtime on arrival at final terminal, switching will be paid for on the actual minute basis at three-sixteenths (3/16) the daily rate per hour unless the switching is paid for on minimum hour basis in which case it shall not be less than the equivalent of one (1) hour's pay at one-eighth (1/8) the daily rate; if crew is not on road overtime on arrival at final terminal, but the switching extends beyond the period when road overtime commences, time consumed up to the road overtime period will be allowed on the actual minute basis at one-eighth (1/8) the daily rate per hour and thereafter on the actual minute basis at three-sixteenths (3/16) the daily rate per hour, but in no case shall the allowance be less than the equivalent of one (1) hour at one-eighth (1/8) the daily rate where the minimum hour basis applies.

**October 31, 1985 National Agreement  
Article VIII - Road, Yard And Incidental Work**

**Section 1 - Road Crews**

Road crews may perform the following work in connection with their own trains without additional compensation:



(a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.

(b) Make up to two (2) straight pick ups at other location(s) in the initial terminal in addition to picking up the train and up to two (2) straight set outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.

(c) In connection with straight pick ups and/or set outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.

(d) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Article V of Section 1 of the June 25, 1964 National Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 National Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases.

(e) At locations outside of switching limits there shall be no restrictions on holding cars in making set outs or pick ups, including coupling or shoving cars disturbed in making set outs or pick ups.

## **Section 2 - Yard Crews**

Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

(a) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to twenty-five (25) miles outside of switching limits.

(b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

**Note:** For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

(c) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

(d) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.

(e) Yard crews may perform hostling work without additional payment or penalty.

### Section 3 - Incidental Work

(a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (1) Handle switches
- (2) Move, turn and spot locomotives and cabooses
- (3) Supply locomotives and cabooses except for heavy equipment and supplies generally placed on locomotives and cabooses by employees of other crafts
- (4) Inspect cars
- (5) Start or shutdown locomotives
- (6) Bleed cars to be handled
- (7) Make walking and rear end air tests
- (8) Prepare reports while under pay
- (9) Use communication devices; copy and handle train orders, clearances and/or other messages
- (10) Any duties formerly performed by firemen.

(b) Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (1) Handle switches
- (2) Move, turn, spot and fuel locomotives
- (3) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
- (4) Inspect locomotives
- (5) Start or shut down locomotives
- (6) Make head end air tests
- (7) Prepare reports while under pay
- (8) Use communication devices; copy and handle train orders, clearances and/or other messages
- (9) Any duties formerly performed by firemen.

### Section 4 - Construction of Article

Nothing in this Article is intended to restrict any of the existing rights of a carrier. This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

#### Side Letter #8

October 31, 1985 National Agreement  
(Respotting Cars when Switching)

Mr. Fred A. Hardin

This refers to Article VIII, Section 1(b), of the Agreement of this date which provides that only two (2) straight pick ups or set outs will be made. This does not allow cars to be cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, cross-walks, etc., the spotting of cars set out, and the re-spotting of cars that may be moved off spot in the making of the two (2) straight set outs or pick ups.

Please indicate your agreement by signing in the space provided below.

I agree:  
/s/ Fred A. Hardin

/s/ C. I. Hopkins, Jr.

**Side Letter #9**  
**October 31, 1985 National Agreement**  
**(Incidental Work Not to Infringe on Other Craft)**

Mr. Fred A. Hardin

This refers to Article VIII - Road, Yard and Incidental Work - of the Agreement of this date. This confirms the understanding that the provisions in Section 3 thereof, concerning incidental work, are intended to remove any existing restrictions upon the use of employees represented by the UTU to perform the described categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe on the work rights of another craft as established on any railroad.

I concur:  
/s/ Fred A. Hardin

/s/ C. I. Hopkins, Jr.

**ARTICLE 19**  
**CALLED AND RELEASE**

When pool freight crews are called and through no fault of their own are relieved they will be paid as follows:

If held on duty less than four (4) hours and relieved will be paid four (4) hours and stand first out. If held four (4) hours and relieved will be paid one (1) day and stand last out.

**ARTICLE 20**  
**CREWS ON THEIR OWN DIVISION**

**Section A.**

Crews assigned to one (1) seniority division will be used on that division only and will not be run on other divisions except in handling special passenger trains or in the movement of live stock or perishable freight in cases of extreme emergency.

**Section B.**

Trainmen laying off of their own accord and their car or run not returning to the terminal within seventy-two (72) hours, will be permitted to resume service upon such car or run without expense to the Company for deadheading. Trainmen used in other service than that to which assigned will be permitted, upon release, to deadhead to their car or run when by so doing an unreasonable loss of time will be avoided. These rules not to be construed to permit men to be relieved between terminals.

**ARTICLE 21**  
**HANDLING OF FREIGHT CREWS WHEN**  
**USED AWAY FROM HOME SUBDIVISIONS**

**Section A.**

Freight train crews run off their home subdivision after making one (1) trip will be returned to and run on their home subdivision and will stand first out and be returned to their home terminal after making one (1) turn away from home on their home subdivision, provided there are other crews at terminal that have not turned.

It being understood that crews which have turned or crew which made first turn will be held for through train.

It being further understood that if it becomes necessary to use crew on turn after being held for through train account of no available crew, there will be no claim for runaround.

**Section B.**

When Sellers and Galveston crews are run to Palestine, they will always stand first out for Sellers. When north end crews are run to Galveston, they will stand first out for Sellers, and when north end crews have to be run south of Sellers, they will be given preference in ordering crews for turns whether first out or not in that direction.

**ARTICLE 22  
HELD AWAY FROM HOME TERMINAL (HAHT) AND  
REDUCTION OF THROUGH IRREGULAR FREIGHT CARS**

(Conductors' Agreement, Nov. 21, 1947)      (Brakemen's Agreement Nov. 21, 1947)

**Section A**

(1.) Present rules relating to pay for time held at other than home terminal shall be revised to provide as follows:

Conductors and Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen (16) hours from the time relieved from previous duty at a rate per hour of one-eighth (1/8) of the daily rate paid them for the next service performed. If held sixteen (16) hours after the expiration of the first twenty-four (24) hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight (8) hours, or until the end of the second twenty-four (24) hour period and similarly for each twenty-four (24) hour period thereafter.

Should a Conductor or Trainman be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service of deadheading.

Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

For the purpose of applying this rule the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

The following home terminals are designated for the application of this rule:

<b>PALESTINE:</b>	For crews working out of Palestine.
<b>SELLERS (now Houston):</b>	For crews working between Sellers and Galveston.
<b>MART (now Fort Worth):</b>	For crews working out of Mart.
<b>SAN ANTONIO:</b>	For crews working out of San Antonio.

(2.) Switching arbitraries at terminals in line with Article 18 of this Agreement will not be affected by the application of Section A(l) of this Article. (It was agreed that cars handling additives of Article 1(a) Agreement May 26, 1956 will apply in payment of HAHT. See Carrier's letter of February 24, 1964, 320-437 and Organization's letter of March 6, 1964.)

**Section B.**

Through and irregular freight crews will be reduced so that those remaining in service can make 3500 miles per crew per month. This not to operate as a guarantee.

**ARTICLE 23  
DEADHEADING**

**Section A.**

In ordering crews for deadheading, the first crew out will deadhead, the second crew will run the train. On arrival at terminal the crew deadheaded will take their turn out ahead of the crew with which they deadheaded. Crews picked up enroute and deadheaded in the direction they were making when picked up, will stand in reverse order picked up, after arrival at terminal; crews picked up enroute and returned to the terminal from which they started, will stand in order picked up, after arrival at terminal.

**Section B.**

Trainmen deadheading under orders will be allowed full pay at the rate applicable to the service deadheaded to or from.

**Section C.**

In ordering extra men to deadhead to distant points from where extra boards are kept, first man out on the board at the time man is needed will be sent, and if, later, older men desire the work, they will deadhead there and back at their own expense, the intention is that the Company will only be required to pay one (1) man each way for this class of service.

**\* Section D.**

When trainmen deadhead to tie up point of a regular run or work train for service on such run or work train, deadheading ends upon arrival and service time begins when required to report for duty on the regular run or work train. Pay actual miles or hours, whichever is the greater, for deadheading, with a minimum of a day, if not used within eight (8) hours from time of beginning the deadhead trip.

**\* Section E.**

When trainmen deadhead from tie up point of a regular run or work train, after release from such run or work train, service ends at time of release and they will be paid actual miles or hours, whichever is the greater, for the deadhead trip, with a minimum of one (1) day if deadheading is not completed within eight (8) hours from the time released from service.

**\* Section F.**

When trainmen deadhead to an intermediate point for service deadheading ends upon arrival and service time begins. Pay actual miles or hours, whichever is the greater, for deadheading. Pay for service distinct from deadhead trip.

**\* Section G.**

When trainmen deadhead after completing service at an intermediate point, the service will be paid for as continuous until deadheading begins, and actual miles or hours, whichever is the greater, will be allowed for the deadhead trip.

**\* Section H.**

Trainmen deadheading from one through freight terminal to another through freight terminal will be paid actual miles or hours, whichever is the greater, with a minimum of one (1) day. Through deadhead trips from Palestine to Houston, or vice versa, without a break at Sellers or other point, will pay actual miles or hours, whichever is the greater.

**Section I.**

Deadheading due to the voluntary exercise of seniority will not be paid.

**Section J.**

When cabooses are deadheaded, crews will go with their cabooses, but will be permitted, upon their request, to deadhead on a passenger train, if conditions will permit.

**Note:** This note for Section J. not longer valid and not reproduced here.

**\* Note:** Superseded by Article VI of the 1985 National Agreement.

**Interpretation**  
June 16, 1947  
(Crews Picked Up Enroute)

**It Is Agreed** that the following, appearing in Article 23, Section A, of Agreement between the International-Great Northern Railroad Company (IGN) and the Order of Railway Conductors (ORC) and the Brotherhood of Railroad Trainmen (BRT), effective November 1, 1924:

"Crews picked up enroute and deadheaded in the direction they were making when picked up, will stand in reverse order picked up, after arrival at terminal."

*will be interpreted to mean:*

Where only one (1) crew is picked up enroute, crew deadheaded will take their turn out ahead of the crew with which they deadheaded.

Where two (2) or more crews are picked up enroute and deadheaded into the terminal, they will stand in reverse order picked up after arrival at terminal.

**Letter of Interpretation**

March 30, 1933

(Seniority Move On Deadhead - Man Must Work One (1) Time)

Mr. R. P. Stevens

Your letter of March 27th, reading as follows:

"At the present time there seems to be several definitions on what the word 'later' in Article 23, Section C means.

The interpretation which we wish to place upon the word 'later' is that it would mean any time after man or men have seen service on run to which he was deadheaded out and if this meets with your approval, we will appreciate your placing same into effect and advising."

We are agreeable to the interpretation which you desire placed on this Rule with the understanding that where men deadhead in connection with the Mileage Limitation there will be no expense to the Company. Under this interpretation, it is our understanding that when a man deadheads for service he must at least perform service in connection with the service he is deadheaded to perform before he can be displaced by an older man who desires to displace him.

Copy of this letter is being sent to Mr. Kelly who will see that the proper instructions are issued to cover future cases of this kind.

/s/ L. A. David

**Memorandum of Agreement**

July 31, 1952

(Deadheading, Order of Trainmen to Most Distant Point)

In the application of Article 23, Section C, of the present Agreement between the International-Great Northern Railroad Company (IGN) and the Order of Railway Conductors (ORC) and the Brotherhood of Railroad Trainmen (BRT) governing wages and working conditions of Conductors, Brakemen and Baggage men employed by the said Railroad, effective November 1, 1924, the following will govern:

If and when two (2) or more conductors or brakemen are deadheaded on the same train for service at outlying points the man first out will be deadheaded to the most distant point where vacancies exist.

**October 31, 1985 National Agreement**

**Article VI -**

**Existing rules covering deadheading are revised as follows:**

**Section 1 - Payment When Deadheading and Service Are Combined**

(a) Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading

from the away from home terminal to the home terminal is combined with a service trip from such home terminal to such away from home terminal and the distance between the two (2) terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

(b) Employees deadheading into their home terminal can have their deadhead combined with service out of that terminal only when the deadhead and service comes within the provisions of short turnaround service rules.

## **Section 2. - Payment For Deadheading Separate From Service**

When deadheading is paid for separate and apart from service:

(a) For Present Employees \*

A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

(b) For New Employees \*\*

Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within sixteen (16) hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within sixteen (16) hours of completion of service, a minimum of a basic day at such rate will be paid.

A minimum of a basic day also will be allowed where two (2) separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held away from home terminal (HAHT) allowance will count toward the minimum of a basic day provided in this Section 2 (b).

\* Employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement.

\*\* Employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this Agreement.

## **Section 3 - Application**

Deadheading will not be paid where not paid under existing rules.

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This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

### **October 31, 1985 National Agreement**

#### **Article VI**

##### **\* Examples of Application of Deadhead Rule**

*The following examples illustrate application of the rule to all employees regardless of when their seniority date in train or engine service was established, except where specifically stated otherwise:*

- Q1. What payment would be due a trainman who performed road service on a train of 81 cars from A, the home terminal, to B, the away from home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?  
A1. A minimum day and 70 overmiles for the service and a minimum day and 70 overmiles for the deadhead, all at the 81-105 car rate, with service and deadhead combined.
- Q2. What would be the payment under Example 1 if the distance between A and B were 75 miles?  
A2. A minimum day and 50 overmiles, all at the 81-105 car rate.

- Q3. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service B to A, with the deadhead consuming eight (8) hours?
- A3. A minimum day and 70 overmiles, all at the 81-105 car rate for the service trip from A to B, and a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
- Q4. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in ten (10) hours?
- A4. He would be paid a minimum day and 70 overmiles, all at the 81-105 car rate for the service trip from A to B, and ten (10) hours straight time rate of pay at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
- Q5. A trainman operates a train from his home terminal, point A, to the away from home terminal, point B, a distance of 170 miles. Upon arrival at the away from home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is five (5) hours. What payment is due? **(Deadhead, Continuous time)**
- A5. A minimum day plus 70 overmiles for service. A minimum day for deadhead if employees' seniority antedates the date of this Agreement; otherwise, five (5) hours.
- Q6. Would at least a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?
- A6. Yes, for employees whose seniority antedates the date of the Agreement. Actual time will be paid to others.
- Q7. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes (7' 30"). What payment is due?
- A7. A minimum day.
- Q8. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is ten (10) hours. What payment is due?
- A8. A minimum day plus 25 overmiles.
- Q9. A trainman operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, (8' 30") minutes. What payment is due?
- A9. A minimum day plus thirty (30) minutes overtime.
- Q10. A trainman operates a train from his home terminal, point A, to the away from home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?
- A10. A minimum day plus 175 overmiles for service, 9 hours, 10 minutes straight time for the deadhead.

*The following examples illustrate the application of the rule to employees whose earliest seniority date in a craft covered by this Agreement is established after the date of this October 31, 1985 National Agreement:*

- Q1. A trainman is called to deadhead from his home terminal to an away from home point. He last performed service thirty (30) hours prior to commencing the deadhead trip. The deadhead trip consumed five (5) hours and was not combined with the service trip. The service trip out of the away from home terminal began within six (6) hours from the time the deadhead trip was completed. What payment is due?
- A1. Five (5) hours at the straight time rate.



- Q2. What payment would have been made to the trainmen in Example 1 if the service trip out of the away from home terminal had begun 17 hours after the time the deadhead ended, and the held away rule was not applicable?
- A2. A minimum day for the deadhead.
- Q3. What payment would have been made to the trainmen in Example 1 if the service trip out of the away from home terminal had begun 18 hours after the time the deadhead trip ended, and the trainman received two (2) hours pay under the held away rule?
- A3. Six (6) hours at the straight time rate.
- Q4. A trainman is deadheaded to the home terminal after having performed service into the away from home terminal. The deadhead trip, which consumed five (5) hours and was not combined with the service trip, commenced eight (8) hours after the service trip ended. What payment is due?
- A4. Five (5) hours at the straight time rate.
- Q5. What payment would have been made to the trainman in Example 4 if the deadhead trip had begun 18 hours after the service trip ended and the held away rule was not applicable?
- A5. A minimum day for the deadhead.
- Q6. What payment would have been made to the trainmen in Example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the trainman received 2 hours pay under the held away rule?
- A6. Six (6) hours at the straight time rate.
- Q7. A trainman is deadheaded from the home terminal to an away from home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two (2) hours. What payment is due?
- A7. A minimum day for the combined deadhead trips.
- \* **Note:** The amount of overmiles shown in the examples are on the basis of a one hundred (100) mile day. The number of overmiles will be reduced in accordance with the application of Article IV, Section 2, of this October 31, 1985 National Agreement.

**Settlement of Deadhead Claims**  
February 15, 1995  
(Deadheading, Terminal to Terminal)

Mr. Larry W. Parsons

This has reference to our various meetings with former General Chairman J. L. Warren and yourself, the last of which was held with you in Omaha on February 14, 1995, wherein we discussed a docket of issues. The following is a list of cases and dispositions agreed upon:

...Docket #60 Claims of various conductors and crews for one hundred eight (108) miles deadhead on various dates account tied up at intermediate point and deadheaded separate and apart from service.

Claims in these dockets to be disposed of (paid/withdrawn) on basis of previous discussions/reviews with you with the understanding that in the future the following will govern:

- (1) All terminal to terminal deadheads will be paid as separate and apart from service, and
- (2) All other deadhead/transport in connection with taking charge of or being relieved between terminals will be paid as combined with service.
- (3) In those instances where a call is changed enroute, it shall be incumbent upon the carrier to specify if deadhead is combined with service. It shall not be necessary that each individual crew member be notified. ...

If the foregoing fairly sets forth the disposition as agreed upon please so signify by signing in the space provided and return one (1) copy to this office in order that adjustments can be made and interested parties notified.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

**ARTICLE 24  
BULLETIN BOARDS**  
(Now provided in all Terminals at all Depots)

**ARTICLE 25  
CONDUCTORS LAID OFF - POOLED CABOOSES**

Freight cabooses and their crews shall not be laid over for the reason that their conductors are off for any cause. Through freight crews running passenger trains in emergency cases will have their cabooses deadheaded to them in first freight train. Such crews, on arrival of their cabooses, will then be first out, provided there are no other crews that arrived at terminal ahead of them.

(Provisions of this Article superseded by caboose pooling Agreements; BRT dated March 16, 1968 and ORC dated May 27, 1967.)

**Pooled Caboose Agreement**  
May 27, 1967

*(Certain Sections listed below are not required unless Cabooses are used on Trains. These Sections are not eliminated but are not reproduced herein.)*

This agreement is in full and final settlement of the formal notice served on December 8, 1965 under Section 7 of the National Agreement with the Order of Railway Conductors (ORC) and Brakemen dated May 23, 1952, upon the Order of Railway Conductors and Brakemen - Gulf District (hereinafter called the Organization) by the Missouri Pacific Railroad Company (MP) (hereinafter called the Carrier) for the pooling of cabooses. The agreement is to permit the pooling of cabooses in through freight service on the Carrier's Gulf District. It cancels all agreements, rules, understandings and practices which provide for assigned cabooses in through freight service.

**It Is Agreed:**

1. Not Reproduced herein

2. **Supplying and Maintaining Pooled Cabooses:** Not Reproduced herein

**3. Facilities At Home Terminals Where Cabooses Are Pooled:**

(a) Locker room and washroom, adequately heated, ventilated and maintained in a clean and sanitary condition, will be provided at terminals convenient to the location at which conductors report for service and go off duty. Metal lockers of standard size (presently 15 x 15 x 72 inches) which may be locked, equipped with a shelf, hanger bar, and with at least one (1) hook on each side, will be provided. Washroom facilities, with reasonable privacy, will be equipped with sufficient washbowls, showers, hot and cold running water and a sufficient number of toilets.

(b) A supply of paper towels and toilet tissue will be maintained in a proper dispenser in toilet and washroom facilities and such facilities be provided with a waste container, a bench or other seating facilities.

4. **Transferring Or Equipping Cabooses:** Not Reproduced herein

5. **Caboose Standards:** Not Reproduced herein  
**Note:** Not Reproduced herein

6. **Complaints** Not Reproduced herein

**Letter of Understanding**  
**May 27, 1967**  
**(Meal Period Allowance)**

This will confirm our understanding reached in conference today that in consideration of the agreement providing for the pooling of cabooses in through freight service, the meal allowance provided for in Article II of the June 25, 1964 National Agreement will be applied to qualified conductors/ brakemen using pooled cabooses in through freight service regardless of the amount of time tied up at the away from home terminal. This arrangement will become effective on the date cabooses are pooled on any portion of the District where they are not now pooled.

**October 15, 1982 National Agreement**  
**Article X - Cabooses**

**Section 3. Conditions**

Pursuant to the guidelines described in Section 2, the following conditions shall be adhered to in an arbitration determination providing for operations without cabooses:

(d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars except in normal switching or service movements or reverse movements that are not for extended distances. (See Settlement of February 15, 1995 Page 46)

(e) Additional seating accommodations will not be required on trains having a locomotive consist with two (2) or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2(d)

**Section 7. - Penalty**

If a train or yard ground crew has been furnished a caboose in accordance with existing agreement or practice on a train or assignment prior to the date of this Agreement and such train or assignment is operated without a caboose other than in accordance with the provisions of this Article or other local agreement or practice, the members of the train or yard ground crew will be allowed two (2) hours' pay at the minimum basic rate of the assignment for which called in addition to all other earnings.

This Article shall become effective fifteen (15) days after the date of this Agreement.

**Excerpts of Arbitration Award Board No. 419**  
**(Sets Standards for Locomotives)**

Dated: August 4, 1984

Before: Preston J. Moore, Arbitrator

**Questions to Determined:**

1. May the Carrier (MP) eliminate cabooses from trains or assignments in the category of "through freight service," consistent with the 25% limitation in Article X, Section 4(a) of the October 15, 1982 National Agreement?
2. May the Carriers (MP, A&S) eliminate cabooses on trains or assignments in the category of "all classes of service other than through freight service", including yard service, pursuant to Article X, "Cabooses" of the Agreement, October 15, 1982?

The issues are resolved as follows:

(a) **Seating Arrangements**

Because of the possible disagreement between the parties of the intent of this provision, the Board will retain jurisdiction of this section of the award. If the parties are unable to agree that the provisions in this section have been complied with by the Carrier, the Board will make more specific provisions.

When a train is operated without a caboose, pursuant to this award, safe, stationary and comfortable seating will be available to each ground employee, working or deadheading, on the locomotive consist, as well as adequate heat, when climatic conditions necessitate.

A controversy arose when the Organization called the Board's attention to a rule in one of the pool caboose agreements concerning seating arrangements on cabooses and engines which provides that deadheading crew members will not be required to ride in trailing units of a locomotive consist. The Board finds that Article X of the October 15, 1982 National Agreement is controlling for operations without cabooses, and it specifically covers seating arrangements for deadhead crews in Section 3(e) and Section 2(d), reading as follows:

" 3 (e) Additional seating accommodations will not be required on trains having a locomotive consist with two (2) or more cabs equipped with seats. Crews required to deadhead on the locomotive will be provided seating in accordance with Section 2 (d)."

" 2 (d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist."

Locomotive units designed for occupancy by train crew members will be cleaned, including toilet facilities, and supplied with necessary equipment, including adequate cooled, fresh drinking water, sanitary drinking cups, waterless soap or acceptable substitute and paper towels, by employees other than members of the train crew. Stationery supplies (forms) will be provided to conductors at the on duty points for their use enroute.

The conductor will be furnished a compact folder and/or clipboard for his use in the carrying and completion of the forms. Replacement of these folders (clipboards) will be made by the Company without cost to the employee when:

1. worn out, damages or destroyed in performance of railroad service;
2. stolen while employee is on duty without neglect on part of the employee.

(b) Storage Facilities

There must be adequate storage space provided for the employees' gear and work equipment. It is deemed to be unnecessary to require enclosed compartments, such as a locker.

(c) Arbitrary Allowance (None Allowed)

(d) End of Train Device (EOT)

At points where other qualified personnel are available, ground crew members will not be required to handle, place, move, attach or take off the end of train (EOT) device from the rear or last car of trains operated without a caboose. However, when other appropriate qualified personnel are not available, ground crew members (road or yard) will be required to place, move, attach, take off or handle to and from designated locations the end of train (EOT) device from rear or last car of their own train or yard movement.

**Note:** The foregoing is only applicable to crews when performing service requiring a caboose by current agreement.

Ground crew members will not be held responsible for malfunctions of the end of train (EOT) device provided they have given it proper handling while in their charge.

This award is not intended to be a blanket authority for the Carriers to require the crews to perform this service. In the event that other qualified personnel are available a substantial portion of the time, then in that event, train crews may be required to perform this service when such qualified personnel are not available.

(e) Exhaust Fumes from Diesel Units

The Carrier will conduct periodic tests on trailing units of multiple unit consist to determine whether or not exhaust fumes pose a health hazard to employees riding thereon. If it is determined that a health hazard exists, corrective steps will be taken immediately.

(f) Crews Waiting Extended Periods of Time

The parties have agreed by questions and answers that an extended period of time is not defined but the proof of rule and reason must apply. This section refers to Article X, Section 3 of the October 15, 1982 National Agreement which provided that cabooses would not be eliminated on certain line runs, locals, and road switchers where normal operations required crews to stand by waiting for cars or trains for extended periods of time when such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.

This Board has been urged by the Organization to approve the rule of reason should be further limited. This referee in previous decisions ruled that thirty (30) minutes was the maximum during adverse weather conditions. The Board would follow that decision and establish the same rule in the instant case.

(g) The Use of Radios

The Organization urges that each member of the crew should be issued a portable radio. Other awards have indicated that one (1) radio is sufficient, or that the matter should be left to the discretion of the Carrier. There are instances when more than one (1) radio would be necessary. We would hope that under such circumstances the Carrier would issue as many radios as were necessary to safely perform the service; however, it is the opinion of the Board that it is unnecessary on all assignments to require that each member of the crew be issued a radio. Under the circumstances, it is the decision that at least one (1) portable radio will be made available to such crews.

(h) Riding on the Side or Rear of Cars

Article X, Section 3 of the October 15, 1982 National Agreement provided:

" (d) Crew members will not as a result of the elimination of cabooses be required to ride on the side or rear of cars, except in normal switching or service movements or reverse movements that are not for extended distances. "

The Organization has requested "extended distances" be defined. After careful consideration of the matter, it is the opinion of the Board that anything in excess of one (1) mile constitutes an extended distance when moving from one work location to another, where such moves are presently made with a caboose. The one (1) mile limitation will not apply when placing and/or removing cars in a siding, spur or yard track exceeding one (1) mile in length nor will it apply in emergency situations.

**(Settlement of Claims for EOT's and Shoving without Caboose below)**

**Excerpts of Letter of Settlement**

February 15, 1995

Mr. Larry W. Parsons, Sr.

This has reference to our various meetings with former General Chairman J. L. Warren and yourself, the last of which was held with you in Omaha on February 14, 1995, wherein we discussed a docket of issues. The following is a list of cases and dispositions agreed upon:

**(EOT Claims)**

...Docket #26 Claims of various conductors and crews for basic day account required to handle rear end train device (EOT) while carmen on duty. Allow one hour (1"00") pro rata rate to each brakeman in the ten (10) cases comprising Docket #26.

Following guidelines to be used in the disposition of subsequent cases and in the future:

A payment of two hours (2'00") at the pro rata rate will be allowed to the individual crew member instructed or required to handle an EOT in those cases where a carman (or other appropriate personnel) was readily available. If two (2) employees have made claim and it is not identified which employee handled the EOT, an allowance of one hour (1'00") each will be made. It shall be incumbent upon the claimant to identify the available carman and the individual that required him to handle the EOT device. We agreed that stating carmen being employed or on duty did not meet the requirements of showing availability

...

**(Shoving without a Caboose)**

...Docket #69,25,81,82,145 and 183

Claims of various conductors and crews for various dates for an additional day's pay account required to ride the side or end of car in excess of one (1) mile while shoving cabooseless trains...

Following guidelines to be used in disposition of subsequent cases and in the future:

- (a) Crew of conductor and two brakemen -- if indicated on the claim that it was necessary to ride; however, if the individual(s) is not identified, brakemen will be allowed one hour (1'00") at pro rata rate each.
- (b) Crew of conductor and one (1) brakeman -- if indicated on the claim that it was necessary for both to ride, then both will be paid an hour; however, if the individual(s) is not identified, brakeman will be allowed two hours (2'00") at pro rata rate.

Henceforth, whenever an individual working on a cabooseless train is instructed or required to ride the side or rear of cars when shoving in excess of one (1) mile, in a continuous movement from one work location to another, in violation of Section (h) of Arbitration Board No. 419's Award dated August 4, 1984, that individual shall be entitled to a payment of two hours (2'00") at the pro rata rate applicable to the service performed. It being understood that the individual riding the car must be identified along with the person who instructed or required the shove.

This settlement makes no change as provided for in Section (h) of Arbitration Board 419 in that the one (1) mile limitation will not apply when placing and/or removing cars in a siding, spur or yard track exceeding one (1) mile in length nor will it apply in emergency situations....

If the foregoing fairly sets forth the disposition as agreed upon please so signify by signing in the space provided and return one (1) copy to this office in order that adjustments can be made and interested parties notified.

/s/ L. W. Parsons, Sr.  
General Chairman UTU

/s/ S. A. Bannister  
Director Labor Relations

**ARTICLE 26  
RIGHTS OF TRAINMEN AND FIREMEN  
TO BEGIN WITH DATE OF APPLICATION  
(Modified by Article C-7 through C-12 Pages 235 - 256)**

Rights of conductors and brakemen will begin with date of application and they will have choice of runs in their class to which their seniority and merit entitle them, except where restricted by other of this agreement. The brakemen longest in service to have preference of assignment to positions on crew. Conductors will have the right to assign or object to brakemen for just cause, and such objections shall be specified in writing, and when sustained by facts, they will be furnished other men.

Brakemen displacing in chain gang may displace youngest man on rear end or head end, according to his choice of end of train he desires to work upon.

**October 31, 1985 National Agreement**  
**Article XII - Loss Of Seniority**

The seniority of any employee whose seniority is train or engine service is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

**ARTICLE 27**  
**RIGHTS OF EXTRA CONDUCTORS AND BRAKEMEN**  
(Revised November 1, 1924)

**Section A.**

Extra boards will be maintained at Palestine, Mart (now Fort Worth) and San Antonio, and extra conductors and brakemen at these points will be run first in, first out. Present practice as to extra brakemen at Taylor, Sellers and Navasota to be continued.

(Refer to agreement of December 27, 1938, Memorandum of Agreement below)

Extra conductors and brakemen laying off or declining service will not be available for any service for a period of twenty-four (24) hours after time laid off or called to leave.

**Section B.**

A specified number of conductors will be assigned to the extra conductors' board, and such conductors when so assigned will not be placed on any cabooses as brakemen. When an extra conductor is assigned to a caboose - other than a 20 day vacancy bid in by him in line with Article 32, Section D of this agreement -- and makes a trip and returns, he will lose the caboose and be placed at the foot of the extra board. In other words, the extra conductors will be used in their turn.

(Clarified and Modified by October 3, 1996 Guaranteed Combination Extra Board (Combo), Page 49)

**Section C.**

If an extra conductor is required and no assigned extra conductor in service is available, the oldest emergency conductor available at time call is made will be used, and on his return he will be relieved by the assigned extra conductor in turn, or if none available, he will be relieved by an older emergency conductor if any available at the time call is made.

**Section D.**

Conductors requesting relief at home terminals where extra boards are not maintained, will specify the number of days desired to be relieved, and in the event the days are in excess of three, extra men obtained from points where extra boards are maintained will be deadheaded to point of relief, and in the event emergency extra men are not available at time relief is desired, extra men hereinbefore mentioned will be deadheaded to point of relief with the least possible delay.

(Modified by October 3, 1996 Guaranteed Combination Extra Board (Combo), Page 49)

**Section E.**

Extra boards will not be reduced except on request of Local or General Chairman, or both, and when necessary to reduce the force, reductions will be made in reverse order of seniority. When forces are increased, trainmen will be returned to service in the order of their seniority. Trainmen desiring to avail themselves of this understanding must file their name and address with the Superintendent, and failure to report for duty within thirty (30) days from date of notification by the Superintendent will be considered out of service. Notification is to be made by registered letter. (October 3, 1996 Guaranteed Combination Extra Board (Combo), Page 49)

**Memorandum of Agreement**

November 15, 1963

See Article 27 - Section A

(Hook Rule)

If, after the crew dispatcher receives a notice of a vacancy to be filled on a conductor assignment which ties up at an outside point, the extra conductor who would have stood to accept this service in line with his position on the extra board lays off, declines the service, or misses a call from the

# MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION  
(Houston Hub)

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## STAY AT HOME, FURLOUGH & RECALL AGREEMENT

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When reductions are made in train service within the Houston Hub, trainmen may elect voluntary furlough status within a working district if their services are not required in another working district to meet the demands of Carrier service. The following conditions shall apply to stay-at-home furlough status and recall.

### Article I. Working Districts

For purposes of this agreement, the following working districts shall govern:

District A: All assignments originating in Zone 1 of the Houston Hub.

District B: All assignments originating in Zones 2, 3, and 5 of the Houston Hub and Zone 4 assignments originating at or between Houston and Freeport (including Freeport), at or between Houston and Hearne and at or between Houston and Glidden (including Glidden).

District C: All Houston Hub Zone 4 assignments originating at or between Bloomington/Victoria and Brownsville and at or between Bloomington/Victoria and Hearne.

Note: Working districts encompass all branch lines, industrial leads and sidings.

### Article II. Reductions from Working List.

1. When a trainman is no longer able to hold an assignment, including extra board(s), within a working district (as described in Article I) where service was last performed,

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207



and the trainman's service is not needed in another working district, the trainman may elect one of the following options:

**Option A:** Exercise train service seniority anywhere within the Houston Hub where his/her trainman seniority will permit, or

**Option B:** Elect voluntary furlough status in the current working district.

**NOTE:** If the number of trainmen on the boards (including the bump board) in a working district equal or exceed the number of positions available (include vacancies under bulletin) in that working district then it will be considered that a reduced trainman's service will not be needed.

2. A trainman electing voluntary furlough status in a working district may elect to relinquish voluntary furlough status and return to service, anywhere within the Houston Hub at a later date, seniority permitting, pursuant to the controlling collective bargaining agreement.

### Article III. Recall Procedures.

Vacancies will be filled first through the application process. Trainmen may place application(s) for recall to any or all working district(s) by calling the bulletin clerk/bid tape.

When necessary to recall employees, notification may be via telephone, and the following shall govern:

1. The senior furloughed trainman within the Houston Hub with an application on file for the working district(s) where the vacancy exists will be required to accept recall.
2. If there are no furloughed trainmen within the Houston Hub with an application on file to fill the vacancy, the junior furloughed trainman from the working district where the vacancy exists will be required to accept recall.
3. If there are no furloughed trainmen within the working district where the vacancy exists, the junior furloughed trainman in the closest working district will be required to accept recall prior to recalling furloughed trainmen from the remaining working district.

**Example:** Vacancies exist in District C and there are no furloughed trainmen in District C. The junior furloughed trainman in District B, (the closest working district), will be recalled first, then furloughed trainmen in District A.

Vacancies exist in District B and there are no furloughed trainmen in District B. The junior furloughed trainman in District C, (the closest working district), will be recalled first, then furloughed trainmen in District A.

Vacancies exist in District A and there are no furloughed trainmen in District A. The junior furloughed trainman in District B, (the closest working district), will be recalled first, then furloughed trainmen in District C.

4. Furloughed trainmen required to accept recall may be contacted by telephone. In addition, a certified letter of recall will be forwarded to the address of the trainman being recalled. The trainman shall have thirty (30) days to report from the date notified of recall. The thirty (30) days will commence from the date of notification by personal contact with the recalled trainman via telephone or date of first attempt by the US Post Office to deliver the certified letter of recall, whichever occurs first. Failure to report within the thirty (30) days will result in forfeiture of all seniority rights.

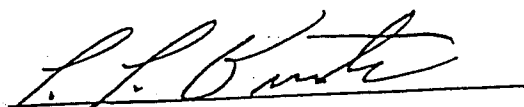
#### Article IV. Miscellaneous.

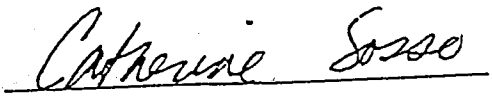
1. Trainmen electing voluntary furlough status will be required to take all necessary examinations/instruction before being permitted to return to active service and shall be compensated in accordance with the controlling collective bargaining agreement.
2. The mandatory forfeiture of seniority if furloughed three hundred sixty-five (365) consecutive days if less than 3 years of seniority is waived under this agreement.
3. All existing agreement rights not specifically modified by this Agreement remain in full force and effect.
4. This agreement may be canceled by either party upon thirty (30) days written notice to the other party. In the event the agreement is canceled, furloughed employees will be given a minimum of thirty (30) days advanced written notice via certified letter to exercise their seniority within thirty (30) days from the date this agreement is terminated. Notification will be considered valid based on the date of the first attempt by the U. S. Post Office to deliver the certified letter. Failure to report within the thirty (30) days will result in forfeiture of all seniority rights. Employees with less than three (3) years seniority who have been in furlough status for three hundred sixty-five (365) consecutive days as of the termination date of this agreement, will forfeit all seniority if unable to hold a position in the Houston Hub.

Signed this 1st day of June, 2000.

For the United Transportation Union:

For the Union Pacific Railroad:

  
L. L. Overton  
General Chairman, UTU

  
C. J. Sosso  
Director Labor Relations, UPRR

January 14, 2009

1940.36

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste.  
Spring, Texas 75703

Dear Sir:

This will confirm our ongoing discussions regarding the operation and administration of Auxiliary Work and Training (AWTS) boards for train/yardmen in the Houston Hub, where the original Agreement dated July 16, 2004 is in effect. In view of the current unprecedented and unanticipated economic realities facing UP, the present situation, with unlimited numbers of employees having access to AWTS Boards, is no longer sustainable. However, we also recognize that cancellation of the AWTS Agreement is contrary to the best interest of the Union Pacific and its employees. In a mutual attempt to address these economic realities, the following amendments to the above-cited AWTS Agreement are agreed to for the Houston Hub:

1. On the effective date of this understanding, AWTS Boards will initially be maintained at the present locations and at the number of employees on said AWTS Boards as of the effective date of this Amendment.
2. This initial number of AWTS Board positions may be reduced as employees are recalled or otherwise leave the AWTS Board under the terms and conditions of the existing Agreement, with the understanding that the number of AWTS positions in the Houston Hub will not fall below 90 positions. Thereafter, and no more often than every 60 days, the Carrier may adjust the number of available AWTS positions. Before the number of AWTS positions is reduced, the Carrier will advise the General Chairman in order that the parties may discuss the proposed reduction. The UTU will be afforded the opportunity to provide input regarding attrition, traffic and service needs, etc., in connection with the maximum number of employees in AWTS.
3. **Eligibility** - A train/yard service employee who is unable through the normal exercise of his or her seniority to hold a train/yard service position on his or her seniority district and will thus be furloughed will be eligible for AWTS.

#### **4. Assignment**

- a. CMS will notify an employee at the time of furlough of the AWTS option. An employee who does not accept AWTS within twenty-four (24) hours from the time it is offered will be automatically placed in furlough status.

NOTE: It is the parties' intent that an eligible employee will be offered the opportunity for AWTS at the time of his/her furlough. An employee will not be offered the opportunity subsequent to his or her being placed in furlough status. Likewise, an employee who initially rejects AWTS will not later be eligible for or entitled to AWTS. An eligible employee's initial decision to decline AWTS will be binding and cannot at a later date be changed.

- b. If the employee accepts AWTS, every effort will be made to work and train the employee at the extra board location nearest the employee's residence. If the AWTS employee is required to work or train at another location more than thirty miles (via the shortest route) from the employee's residence, he/she will be treated, for purposes of lodging, meals and, if applicable, use of his/her vehicle, as an extra employee working/training at that location. AWTS employees shall not be required to work and/or train outside of their respective Hub under the terms of this Amendment. It is understood, however, this Amendment will not preclude any employee from accepting temporary employment opportunities that may be offered elsewhere on the System.
- c. Once the maximum number of employees in AWTS has been reached, UP will not be obligated to place any additional employees in AWTS.
  - i. If the cap has been reached, and a senior train/yard service employee is unable to hold a position through the normal exercise of his or her seniority and will otherwise be furloughed, he/she may, assuming the employee voluntarily elects to be in AWTS, be placed in AWTS, and the junior employee in AWTS will be simultaneously removed.

#### **5. Availability**

- a. AWTS employees will be required to be available to start work eight (8) days per month which may also require them to work additional days in order to complete a tour of duty/return to his/her home terminal. AWTS employees will be considered extra employees for the purpose of qualifying for deadhead payments. CMS will advise AWTS employees of the monthly availability schedule prior to the first day of the month.
- b. If an employee in AWTS fails to be available for work or training on two (2) designated workdays within a rolling 120-day period, the employee shall

be immediately removed from AWTS and he or she shall be placed in furlough status.

NOTE: The threshold established in this Paragraph b is applicable for all designated workdays while the employee is assigned in AWTS. An employee absent more than two days account bereavement, illness, or other exceptional circumstance may request a review by the Local Chairman and CMS, after providing documentation for the absence. If not resolved, the General Chairman and the Director of Labor Relations will review the incident.

- c. An employee in AWTS will not be eligible to observe unused personal leave on any day scheduled to work or train. An employee in AWTS who possesses unused vacation benefits will be paid in lieu of for such unused vacation at the time the vacation is scheduled.

NOTE: An employee who desires to take their vacation as scheduled in lieu of being paid for such unused vacation, must make his or her request known to CMS in advance of being advised by CMS of his or her monthly availability schedule. If said employee fails to make such request in a timely manner, his or her vacation will be handled in accordance with this Section 5(c). Compensation paid for personal leave days observed on days other than scheduled work or training days will not be offset against the guarantee provided employees in AWTS. Likewise, vacation paid in lieu of being observed will also not be offset against the guarantee provided employees in AWTS. However, vacation observed as scheduled will be offset against any scheduled work or training days occurring during the vacation period.

- d. When an employee is removed from AWTS, he or she will be obligated to exercise his or her resultant displacement in accordance with applicable Agreement rules. Rules governing the recall of employees from furlough status are not applicable to employees recalled from AWTS.

## **6. Work and Training**

- a. AWTS employees may be used on their designated workdays for any work or training assignments required of other train/yard service employees.

NOTE: The terms of this Amendment are not intended to restrict the type or amount of training an employee in AWTS might perform. Likewise, these terms shall not serve to restrict the type or amount of work or activities that an employee in AWTS may perform so long as said work falls within the customary duties performed by train/yard service employees.

- b. The obligation by an employee in AWTS to be available for work and/or training on a designated work day is not affected or altered by that employee accepting – i.e., volunteering for -- additional, emergency or extra work on a non-designated work day. The performance of additional work by this employee beyond that required of an employee in AWTS will not alter in any manner his obligations as an employee in AWTS or change his or her designated work days.
  - i. The earnings made by an employee in AWTS on a non-designated work day will not, except in the situation set forth in Paragraph 6(b) ii, below, be used to offset his or her AWTS guarantee.
  - ii. The earnings made by an employee in AWTS on a non-designated work day will be used to offset his or her AWTS guarantee if that trip or tour of duty is a return trip from an away-from-home terminal to his or her home terminal and the preceding trip or tour of duty (that resulted in the employee being at the away-from-home terminal) commenced on a designated work day. The earnings made by an employee in AWTS on a designated work day will not be used to offset his or her AWTS guarantee if that trip or tour of duty is a return trip from an away-from-home terminal to his or her home terminal and the preceding trip or tour of duty that resulted in the employee being at the away-from-home commenced on a non-designated work day.
- c. Where multiple AWTS employees are scheduled on the same day, they will be called for work on a rotation basis. Employees in AWTS may be called out of rotation for training.

## **7. Vacancy Procedures**

- a. Employees in AWTS may be used as a source of supply for filling vacancies, protecting emergencies, performing extra service, etc., when the extra board is exhausted.

NOTE: It is the parties' intent that employees in AWTS will be used immediately after the extra board to fill vacancies, protect emergencies, perform extra service, etc., if the protecting extra board is exhausted and before employees are used off other assignments/positions or who are entitled to receive overtime/penalty payment(s).

- 8. **Compensation:** AWTS employees will be guaranteed a minimum of eight (8) days' pay, at the applicable foreman basic daily rate, per month so long as the employee performs all work and training for which called or is available for

service on his/her scheduled days. An employee who is unavailable or does not answer call on an assigned workday will forfeit his or her guarantee. The AWTS guarantee payment will be included in the second half payroll.

9. **Cancellation:** The terms and conditions of this Amendment, general and specific, shall not be applied, or interpreted to apply, to other locations or territories, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. It is further understood and agreed either party may cancel this Amendment by serving a thirty-day written notice upon the other. During that thirty-day period, the parties will meet to attempt to resolve the issue(s) that led to the cancellation notice. In the event this Amendment is cancelled by either party, all of the terms and conditions of the original AWTS Agreement will be reinstated, including but not limited to, the right of either party to cancel the original AWTS Agreement as stipulated therein.


This Amendment will be effective January 16, 2009.

**Signed this 14th day of January, 2009, in Spring, Texas.**

**FOR THE UNITED TRANSPORTATION  
UNION:**

  
\_\_\_\_\_  
**L. R. Bumpurs**  
**General Chairperson**

**FOR UNION PACIFIC RAILROAD  
COMPANY:**

  
\_\_\_\_\_  
**S. F. Boone**  
**Director – Labor Relations**



Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective January 16, 2009, providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

Sections 1 and 2 of the Amendment provides AWTS Boards will initially be maintained at the present locations and at the number of employees on said AWTS Boards as of the effective date of this Amendment. Thereafter, as employees are recalled or otherwise leave the AWTS Board under the terms and conditions of the existing Agreement, the initial number of AWTS Board positions may be reduced to not less than 90 positions. During our discussion, the Organization, posed the question as to whether the initial number of AWTS positions as well as the reduced number of AWTS positions included Port Terminal Railroad Association employees who exercise seniority to the Houston Hub in accordance with the provisions of the Memorandum of Agreement between UP, UTU and PTRA effective July 1, 1998.

This will confirm our understanding that PTRA employees who exercise seniority to the Houston Hub in accordance with the July 1, 1998 Memorandum of Agreement will be subject to the terms and conditions of the original AWTS Agreement dated July 16, 2004 and this Amendment effective effective January 16, 2009.

If the foregoing properly reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,



S. F. Boone  
Director - Labor Relations

AGREED:

  
\_\_\_\_\_  
L. R. Bumpurs  
General Chairman, UTU

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective January 16, 2009, providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with the application of Section 3 (Eligibility) of the above-cited Amendment. Pursuant thereto, the parties have agreed to expand the eligibility for AWTS positions as set forth below:

1. A train/yard service employees whose seniority would otherwise allow him/her to hold a train/yard service position on his or her seniority district will be permitted to "volunteer" for Auxiliary Work and Training Status ("AWTS") positions.
2. UP and UTU representatives will work together to develop an efficient process for identifying such volunteers and assigning the proper employee(s) to the AWTS positions.
3. In view of the expanded eligibility for AWTS positions, an employee assigned thereon must remain on his/her position for a period of not less than ninety (90) days, unless his/her position is abolished thereto.
4. Employees assigned to AWTS positions in accordance with this Side Letter No. 2 will not be subject to displacement.
5. When an employee's AWTS position is abolished, he or she will be obligated to exercise his or her resultant displacement in accordance with applicable Agreement rules. Rules governing the recall of employees from furlough status are not applicable in conjunction with removing employees from AWTS positions.

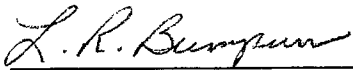
If the foregoing properly reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,



S. F. Boone  
Director - Labor Relations

AGREED:



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L. R. Bumpurs  
General Chairman, UTU

**AGREEMENT  
(1940.36)**

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**And the**

**UNITED TRANSPORTATION UNION**

\*\*\*\*\*  
**AUXILIARY WORK AND TRAINING STATUS**  
\*\*\*\*\*

1. **Purpose** – The parties want to create an alternative to furlough status for employees with less than three years of service. The Auxiliary Work and Training Status (“AWTS”) provides that alternative.
2. **Eligibility** – Any employee with less than three years of service who is unable to exercise his or her seniority and who otherwise would be furloughed will be offered the opportunity to voluntarily accept AWTS.
3. **Assignment** – CMS will notify an employee at the time of furlough of the AWTS option. If the employee accepts AWTS, every effort will be made to work and train the employee at the extra board location nearest the employee’s residence. If the AWTS employee is required to work or train at another location more than thirty miles (via the shortest route) from the employee’s residence, he/she will be treated, for purposes of lodging, meals and, if applicable, use of his/her vehicle, as an extra employee working/training at that location. AWTS employees shall not be required to work and/or train outside of their respective Hub under the terms of this agreement. It is understood however this agreement will not preclude any employee from accepting temporary employment opportunities that may be offered elsewhere on the System.
4. **Availability** – AWTS employees will be required to be available to start work eight days per month which may also require them to work additional days in order to complete a tour of duty/return to his/her home terminal. A deadhead trip(s) will not count toward the eight workdays per month unless deadhead and service are combined. AWTS employees will be considered an extra employee for the purpose of qualifying for deadhead payments.  
  
CMS will advise AWTS employees and the appropriate UTU Local Chairman of the monthly availability schedule prior to the first day of the month.
5. **Work and Training** – AWTS employees may be used on their designated work days for any work or training assignments required of other train/yard service employees.
6. **Vacancy Procedure** – AWTS employees may be used as a source of supply for filling vacancies, protecting emergencies and performing extra service when the extra board is exhausted. It is not the intent of this Agreement to use AWTS as a way to reduce the number of employees assigned to extra boards.

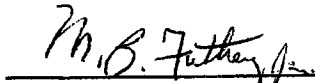
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7. **Order of Call** – Where multiple AWTS employees are scheduled on the same day, they will be called for work on a rotation basis. AWTS employees may be called out of rotation for training.
8. **Compensation** – AWTS employees will be guaranteed a minimum of eight days pay, at the applicable foreman basic daily rate, per month so long as the employee performs all work and training for which called or is available for service on his/her scheduled days. The AWTS guarantee payment will be included in the second half payroll.
9. **Health & Welfare** – Health & Welfare benefits will be provided in accordance with applicable agreements.
10. **Dispute Resolution** – The parties acknowledge this Agreement is a pioneer effort at addressing the issue of recent hire furlough. In order to enhance the opportunity for success of this effort, the parties believe a new approach to dispute resolution is in order. Therefore, before any time claim or grievance is initiated regarding the application of this Agreement, the General Chairman and appropriate Director of Labor Relations will promptly discuss the issue and attempt to resolve it in a manner reflecting the spirit of the Agreement.
11. **Cancellation** – The terms and conditions of this Agreement, general and specific, shall not be applied, or interpreted to apply, to other locations or territories, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. It is further understood and agreed either party may cancel this Agreement by serving a thirty-day written notice upon the other. During that thirty-day period, the parties will meet to attempt to resolve the issue(s) that led to the cancellation notice.
12. **Implementation** – The Agreement will be effective August 1, 2004.

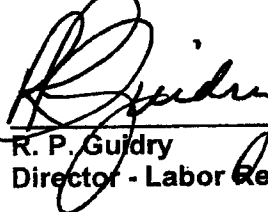
Signed this 16th day of July 2004, in Spring, Texas.

FOR THE UNITED TRANSPORTATION  
UNION:

  
\_\_\_\_\_  
L. R. Bumpurs  
General Chairman - UTU

  
\_\_\_\_\_  
M. B. Futhey  
Vice President - UTU

FOR UNION PACIFIC RAILROAD  
RAILROAD:

  
\_\_\_\_\_  
R. P. Guldry  
Director - Labor Relations

  
\_\_\_\_\_  
A. T. Olin  
General Director - Labor Relations

Side Letter No. 1  
File (1940.36)  
July 16, 2004

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

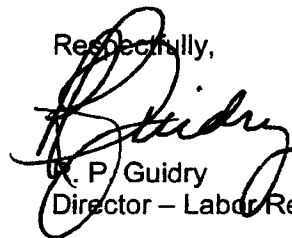
Gentlemen:

This refers to our discussions regarding the establishment of Auxiliary Work and Training Status ("AWTS") for trainmen/yardmen. In conjunction with these discussions, your organization raised several issues and concerns regarding the establishment and operation of this status. Accordingly, this letter will confirm our understandings regarding these matters:

1. A concern was raised there may be locations where an employee with more than three years of service may be furloughed and, as set forth in Section 2 of the Agreement, ineligible for AWTS. This will confirm Union Pacific's commitment to promptly meet with your organization to equitably address and resolve these situations consistent with the spirit of this Agreement.
2. Your organization requested that employees assigned in AWTS be allowed to volunteer for extra or emergency work on days they are not scheduled to work. UP agreed to work with your organization to establish such an opportunity for said employees. The parties' agreed employees on this "extra/emergency work" list would be used after UP had called AWTS employees who are scheduled to work that day.

If the foregoing properly and accurately reflects our understandings regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,

  
R. P. Guidry  
Director - Labor Relations

AGREED:

  
L. R. Bumpurs  
General Chairman, UTU

Side Letter No. 2  
File (1940.36)  
July 16, 2004

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Gentlemen:

This refers to our discussions regarding the Auxiliary Work and Training Status ("AWTS") for trainmen/yardmen

During our discussions, your organization raised the issue that UP could use the AWTS as a mechanism to reduce staffing levels on extra boards and/or to avoid its obligations to properly staff such boards to allow for reasonable and necessary layoffs. The parties discussed this matter at great length and recognized the inherent complexities associated with extra board staffing and manpower availability. Nonetheless, the parties did agree on certain precepts that will guide the administration of the AWTS Agreement and extra board staffing:

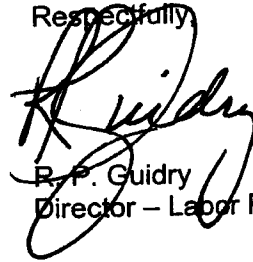
1. UP and UTU agree it is not the intent of this agreement to use AWTS in any manner to reduce the number of employees assigned to extra boards. In this regard, UP specifically acknowledges its obligation to maintain a sufficient number of trainmen/yardmen on extra boards. Additionally, the parties acknowledge AWTS is not intended to function as an alternatively cheaper extra board, but rather as a mechanism to provide additional work opportunities and compensation to trainmen/yardmen who would otherwise be furloughed. It is not envisioned the existence of AWTS will modify traditional methods used for sizing extra boards.
2. UP specifically pledges to not use this Agreement to increase the number of employees who would otherwise be in furlough status and/or to arbitrarily reduce extra board staffing levels as a result of the existence of AWTS.
3. In the existence of AWTS at a location gives rise to an extra board staffing issue, the parties pledge to promptly investigate the matter (including analyzing applicable data on extra board staffing, extra/emergency work levels, manpower availability, etc.) and resolve the matter.



4. UP and UTU pledge to work together in good faith to timely address these issues and to resolve them in a manner consistent with the spirit and intent of this Agreement.
5. UP will clearly communicate your organization's concern in this regard, the intent of this Agreement and the commitments set forth in this Side Letter No. 2 to all involved CMS officials.

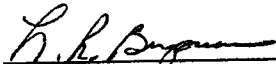
If the foregoing properly and accurately reflects our understandings regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



R. P. Guidry  
Director – Labor Relations

AGREED:



L. R. Bumpurs  
General Chairman, UTU

# UNION PACIFIC RAILROAD COMPANY

S. F. Boone  
Director - Labor Relations



24125 Aldine Westfield  
Spring, Texas 77373  
Office: (281) 350-7585

BUILDING AMERICA

March 10, 2010

File: 1940.36

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Ste. 102  
Spring, Texas 77388

Dear Sir:

This will confirm our discussion concerning Side Letter No. 2 of the Auxiliary Work and Training Status (AWTS) Agreement currently in effect in the **Houston Hub**. As we discussed, the current AWTS Agreement permits senior train or yard service trainmen who could otherwise hold a full-time assignment to "volunteer" to go to an AWTS Board at their location.<sup>1</sup> While this practice worked well for all parties during the economic downturn from peak business levels, it is negatively impacting Union Pacific, AWTS and furloughed trainmen now that recalls have begun.

Recognizing the mutual benefit of maintaining a stable, qualified and immediate manpower reserve and attempting to minimize unintended recall consequences, **IT IS AGREED:**

Eligibility for voluntary placement to AWTS boards will be restricted to trainmen who are unable through the normal exercise of seniority to hold a train or yard service position on their seniority district (zone) and are thus subject to furlough. At locations where senior trainmen are currently on the AWTS Board and can hold a full-time position<sup>2</sup>, CMS will work to notify those trainmen of their options under this agreement, i.e. return to full time work or accept furlough status, by April 1, 2010.

AWTS Boards, where maintained, will be the first source of supply to recall trainmen in seniority order to fill full-time positions prior to recalling furloughed trainmen who have not opted for AWTS placement. Trainmen opting for placement on AWTS Boards are

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<sup>1</sup> The use of the term "trainmen" in this Agreement is meant to be inclusive of the various position assignments within the craft of train service represented by the Organization.

<sup>2</sup> The term "full-time position" as used in this Agreement includes the extra board.

expected to fully avail themselves of all temporary work and training opportunities that may be assigned each calendar month. The senior employee(s) assigned to the AWTS Board must accept recall to a full-time position when so notified by CMS. Failure to accept recall to a full-time position from the AWTS Board within forty-eight (48) hours from first attempted notification (via phone call) will result in the employee's removal from the Board and his or her placement in furlough status. CMS will make a reasonable number of notification attempts (via phone calls) to recall trainmen from the AWTS Board, but in no case will less than four (4) attempts be made. An employee removed from the AWTS Board because he or she failed to respond to a full-time position and is returned to furlough status will not be eligible for subsequent placement on the AWTS Board for a period of one hundred and eighty (180) days and may not bid on a full-time position for a period of sixty (60) days from the date notified of the full-time work opportunity. This will not preclude the Carrier from recalling an employee removed from the AWTS Board to a full-time position consistent with controlling agreement provisions.

When a trainman assigned to the AWTS Board is recalled to a full-time position, eligible furloughed trainmen may, through a standing request, bid on the open AWTS vacancy if the Board (cap) has not been reduced, provided that junior trainmen are not working full-time positions. Furloughed trainmen may also place a standing request with CMS requesting placement on the AWTS Board if it is increased and provided junior trainmen are not working full-time positions. Furloughed trainmen who have opted for or bid on the AWTS Board must remain thereon for a period of one hundred and eighty (180) days, seniority permitting, understanding they will be the primary source of supply for full time positions and vacancies. Trainmen assigned to the AWTS Board who fail to be available for all scheduled work or training on more than two (2) designated days within a rolling one-hundred twenty (120) day period will be placed in furlough status and will not be eligible for subsequent placement on the AWTS Board for a period of one hundred and eighty (180) days and may not bid on a full-time position for a period of sixty (60) days. This will not preclude the Carrier from recalling an employee removed from the AWTS Board to a full-time position consistent with controlling agreement provisions.

Upon implementation of this agreement, senior trainmen who have previously rejected placement on an AWTS Board and opted for furlough status under previous agreement provisions and practices will be offered an opportunity to elect from one of the following four (4) options:

- 1) Displace a junior trainman on the AWTS Board providing junior trainmen are not working full-time positions.
- 2) Displace a junior trainman working a full-time position.
- 3) Remain in furlough status, subject to recall in seniority order once the AWTS Board is exhausted. For the purpose of this agreement, trainmen selecting this option will be called "Option 3" trainmen.

- 4) Remain in furlough status, subject to recall in reverse seniority order once the AWTS Board is exhausted. For the purposes of this agreement, trainmen selecting this option will be called "Option 4" trainmen.

CMS representatives will notify furloughed trainmen by certified mail at the trainman's last known address of the above options by April 1, 2010. Broadcast messages and automated calls may be used to augment this communication effort.

Trainmen who are removed from the AWTS Boards and placed in furlough status due to their failure to respond to a full-time position or who fail to be available for all scheduled work or training while assigned to the AWTS as set forth herein will be designated as "Option 3" status unless they desire "Option 4" status whereupon they must promptly advise CMS.

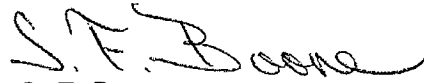
Trainmen, notwithstanding seniority, who do not opt for AWTS placement upon furlough and/or do not make application for the AWTS Board may remain in furloughed status until recalled by Union Pacific in accordance with agreement rules governing the recall of furloughed trainmen as modified by terms set forth herein (i.e., there are no or insufficient AWTS trainmen at that location available for full time placement). Except as provided herein, nothing will preclude a furloughed trainman from submitting and maintaining a standing request for a full-time position understanding such trainman will be directly assigned to the position and must remain thereon, seniority permitting, in accordance with the controlling collective bargaining agreement. Subsequent furlough of a trainman from a full-time position renews the AWTS Board and/or furlough status options contained herein.

In the event provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein will apply and supersede those items with which there is conflict. Disputes involving the application of this agreement may be referred directly to the Labor Relations Director and General Chairman. Claims and/or grievances emanating from the application of this Agreement will be handled in accordance with the provisions of the collective bargaining agreement.

It is understood this agreement is designed to address unique circumstances to the mutual benefit of all parties. Accordingly, this agreement will not prejudice the position of either party and except for the purposes of handling disputes under this Agreement will not be referred to in connection with any other case, agreement (local and/or national) and/or dispute resolution. Cancellation provisions contained in the AWTS agreements are not affected by this agreement and are specifically preserved.

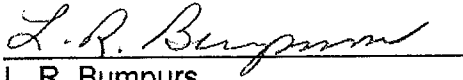
Your signature below will indicate the parties' concurrence in this matter.

Sincerely,



S. F. Boone  
Director Labor Relations  
Arbitration & Negotiations

I concur,



L. R. Bumpurs  
General Chairman, UTU

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, TX 77388

Dear Sir:

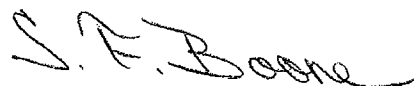
This has reference to the Amendment effective April 1, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with a furloughed employee having access to the Carrier's system to place a bid requesting placement on the AWTS Board and/or for a full time position.

Accordingly, this letter will confirm our understanding that employees who are furloughed under the terms of this Agreement will have access to the CMS system in order to place a bid for AWTS and/or a full time position as set forth in this Amendment.

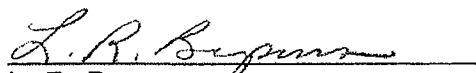
If the foregoing properly and accurately reflects our understanding regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone  
Director - Labor Relations

I concur,

  
L. R. Bumpurs  
General Chairman, UTU

Mr. L. R. Bumpurs  
 General Chairman  
 United Transportation Union  
 400 Randal Way, Suite 102  
 Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective April 1, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

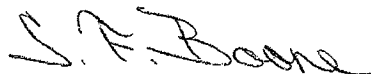
During our discussion, your Organization requested the next nearest AWTS Board be identified for the purpose of filling AWTS Board and/or permanent vacancies as set forth in this Amendment.

Accordingly, this letter will confirm our understanding that the next nearest AWTS requirement will be fulfilled according to the following chart:

Home AWTS	Next 1 AWTS	Next 2 AWTS	Next 3 AWTS	Next 4 AWTS	Next 5 AWTS	Next 6 AWTS	Next 7 AWTS
Houston	Beaumont	L Charles	Bloomington	Kingsville	Palestine	Livonia	Avondale
Beaumont	L Charles	Houston	Livonia	Avondale	Palestine	Kingsville	Bloomington
Avondale	Livonia	L Charles	Beaumont	Houston	Palestine	Bloomington	Kingsville
Livonia	Avondale	L Charles	Beaumont	Houston	Palestine	Bloomington	Kingsville
Kingsville	Bloomington	Houston	Beaumont	L Charles	Palestine	Livonia	Avondale
Bloomington	Kingsville	Houston	Beaumont	L Charles	Palestine	Livonia	Avondale
Palestine	Houston	Beaumont	Bloomington	Kingsville	L Charles	Livonia	Avondale
L Charles	Beaumont	Avondale	Livonia	Houston	Blmington	Kingsville	Palestine

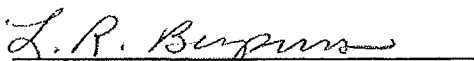
If the foregoing properly and accurately reflects our understanding regarding this matter, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone  
 Director – Labor Relations

I concur,



L. R. Bumpurs  
 General Chairman, UTU

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, TX 77388

Dear Sir:

This has reference to the Amendment effective April 1, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Houston Hub who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with the procedures to be used in filling permanent vacancies at the AWTS locations identified in Side Letter No. 2 of this Amendment.

Accordingly, this will confirm our understanding regarding the process for filling permanent vacancies will be as follows:

- Step One: Senior person on the AWTS Board at the location where the vacancy exists. The resultant AWTS vacancy may be backfilled until the cap is met).
- Step Two: After the AWTS Board is exhausted at the location where the vacancy exists, assign the senior non stay-at-home trainman at the location of the vacancy.
- Step Three: Assign the junior trainman with a stay-at-home request at the location where the vacancy exists.
- Step Four:
  - a) Assign the junior trainman from the remaining AWTS Boards in the zone to the vacancy. He/she must remain on the vacancy for a minimum of thirty (30) days, or until relieved by the recalled employee in Section (b) of this Step Four, whichever comes first.
  - b) Simultaneously, recall the senior trainman in the zone who does not have a request to stay-at-home.
- Step Five: Repeat Steps One through Four by assigning the junior trainman from the remaining AWTS Boards in the zone. Upon exhausting the trainmen who do not have a request to stay-at-

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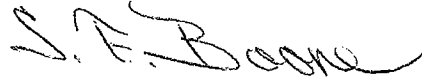


home, the junior stay-at-home trainman is now recalled to the permanent vacancy.

Step Six: Recall senior trainmen in the Hub.

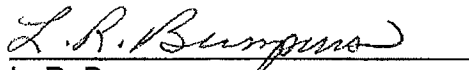
If the foregoing properly and accurately reflects our understanding regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone  
Director – Labor Relations

I concur,



---

L. R. Bumpurs  
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield  
Spring, TX 77373



January 9, 2007

1940.36

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite #102  
Spring, TX 77388

Dear Mr. Bumpurs:

This refers to various telephone discussions concerning the parties' forthcoming implementation of the Agreement between Union Pacific Railroad Company and the United Transportation Union (Auxiliary Work and Training Status), dated July 16, 2004.

Several matters have arisen in connection with the preparations for implementation of the aforementioned Agreement. This letter will serve to confirm the parties' understandings regarding certain of those issues or concerns. Those understandings are set forth below:

1. In the application of Section 2 (Eligibility) of the above-cited Agreement, the parties have agreed to permit employees who have more than three years of service to "volunteer" for Auxiliary Work and Training Status ("AWTS") positions.
2. UP and UTU representatives will work together to develop an efficient process for identifying such volunteers and assigning the proper employee(s) to the AWTS positions.
3. In view of the expanded eligibility for AWTS positions, an employee assigned thereon must remain on his/her AWTS position for a period of not less than 60 days, unless his/her position is abolished thereto. In the event an employee assigned to an AWTS position must, due to a personal hardship or some other unique circumstance, get off his/her

45

AWTS position prior to the expiration of the 60-day minimum, the General Chairman and Director – Labor Relations will address the matter as may be appropriate or necessary.

4. Employees assigned to AWTS positions will not be subject to displacement.
5. The understandings set forth in Items 1 through 4, above, may be cancelled by either party upon the serving of a ten (10)-day advanced written notice on the other party.
6. When an employee's AWTS position is abolished, he or she will be obligated to exercise his or her resultant displacement in accordance with applicable Agreement rules. Rules governing the recall of employees from furlough status are not applicable in conjunction with removing employees from AWTS positions.

If the foregoing properly reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,



S. F. Boone  
Director – Labor Relations

**AGREED:**

  
L. R. Bumpurs  
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY



24125 Aldine Westfield  
Spring, TX 77373

January 12, 2009

140.40-18  
S 1940-1  
S 1940.70-1

Mr. L. R. Bumpurs  
United Transportation Union  
400 Randal Way, Ste. 102  
Spring, Texas 77388

Dear Sir:

*- See P 48 - 16N AGR*

This refers to our discussions regarding Article XII (Termination of Seniority) of the 1985 UTU National Agreement.

This Letter of Understanding will serve to confirm the parties' agreement to suspend application of Article XII of the 1985 UTU National Agreement until February 1, 2010. At that time, this National Agreement provision will be automatically reinstated and in full force and effect. In concert therewith, the parties further agree to apply the terms set forth in this Letter of Understanding retroactively to any employee furloughed subsequent to September 1, 2007.

If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below and returning one fully executed copy to my office.

Sincerely,

S. F. Boone  
Director - Labor Relations

AGREED:

L. R. Bumpurs, General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield  
Spring, TX 77373



January 4, 2010

140.40-18  
S 1940-1  
S 1940.70-1

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 77388

Dear Sir:

This refers to the parties' Letter of Understanding dated January 12, 2009, and our recent discussions relating thereto regarding a continuation in the suspension of Article XII (Termination of Seniority) of the 1985 UTU National Agreement.

The January 12, 2009 Letter of Understanding sets forth, in relevant part, "...the parties' agreement to suspend application of Article XII of the 1985 UTU National Agreement until February 1, 2010." Additionally, said Letter of Understanding extended its application retroactively to any employee furloughed subsequent to September 1, 2007.

As we have discussed, it would appear to be in the parties' best interests to continue the suspension of Article XII. Accordingly, this letter shall confirm our agreement to extend the terms of the January 9, 2009 Letter of Understanding until March 1, 2011.

If the foregoing properly and accurately reflects our understanding regarding this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,

A handwritten signature in cursive script that reads "S. F. Boone".

S. F. Boone  
Director - Labor Relations

**AGREED:**

A handwritten signature in cursive script that reads "L. R. Bumpurs".  

---

L. R. Bumpurs  
General Chairman, UTU

Handwritten initials, possibly "HB", in the bottom right corner of the page.

crew dispatcher to fill this vacancy, such conductor will be marked up as laying off. When he again desires to resume service, he must report to the crew dispatcher and deadhead to the outside point at his own expense to relieve the conductor who accepted the call in his stead.

Extra board conductors filling vacancies at outside points who lay off while filling such vacancies will, when ready to report back for service, be required to resume service on the assignment they were filling when they laid off if the vacancy still exists, except in cases where a senior extra board conductor is filling the vacancy and desires to retain the position.

Conductors, regular or extra, laying off on assignments which tie up at outside points will, when ready to resume service, be required to report in sufficient time that the conductor to be relieved can be notified of his release before he ties up on the run, otherwise, the conductor to be relieved will be permitted to remain on the vacancy another day or trip.

This agreement to apply only to the Laredo, Jourdanton and Austin Subdivisions of the Palestine Division, and will become effective November 15, 1963, and will remain in effect until modified or cancelled on ten (10) days' written notice by either party to the other without following the procedures of the Railway Labor Act.

(Memorandum of Agreement, August 15, 1983, reads identical, but not reproduced herein))

### **Letter of Understanding**

July 18, 1928

(Hook Rule)

Mr. B. W. Proctor

With reference to the manner of handling extra Conductor and Brakeman at outlying points on the Houston Division. The Conductors and Trainmen are agreeable to the following:

First, extra conductors or brakemen declining calls or who are not available when calls are made for vacancies at outlying points, will be marked up laying off, and when they desire service, they will deadhead to the position for which called or required at their own expense, relieving the man who accepted the call in their stead. (The turn available to mean when men who are in line for the call avoid the call or place themselves where they cannot be found.)

Second, when men who are filling vacancies at outlying points, lay off, when they are ready for service they will resume service on the position that they were filling when they laid off if the vacancy still exists. In the event that the man who was sent to the vacancy desires to lay off he must return to the vacancy when reporting, unless the vacancy is filled by senior man who desires to retain position in accordance with the agreement.

Kindly request that Superintendent place this ruling on all bulletin boards, to enable the men to familiarize themselves with the provisions of submission; that is, if it is agreeable with you.

/s/ E. B. Thompson, ORC

/s/ R. C. Darington, BRT

### **Memorandum of Agreement**

October 3, 1996 Guaranteed Combination Extra Boards (Combo)  
And Supplemental Extra Boards

In connection with modifications to existing crew consist provisions, the parties have agreed to amend certain provisions pertaining to the operation and administration of guaranteed extra boards and to establish Guaranteed Combination Extra Boards and Supplemental Extra Boards. Accordingly, it is agreed the following conditions shall apply:

#### **Article I. Combination Extra Boards**

##### **Establishment**

# MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

For the former IGN territory

And the

UNITED TRANSPORTATION UNION

\*\*\*\*\*  
**OUTLYING VACANCIES**  
\*\*\*\*\*

IT IS HEREBY AGREED, the following will apply to train service employees protecting temporary vacancies at outlying points:

**Section 1:** An extra trainman sent to an outlying point to fill a temporary vacancy, including vacation, will remain thereon until relieved by the regular assigned trainman unless at time called for the vacancy he/she notifies the crew dispatcher of his/her desire to be released on the off day(s) of the assignment (or after the 7<sup>th</sup> day in case of a seven day assignment.)

**Section 2:** When a senior extra board trainman desires to work a temporary vacancy at an outlying point in the stead of a junior extra board trainman previously sent to that vacancy the following will govern:

- a. The extra/junior trainman previously sent to the outlying vacancy must have worked the assignment at least one (1) day or trip before he/she can be displaced.
- b. The extra/junior trainman must be displaced from the outlying point vacancy while he/she is on duty so notification can be accomplished prior to tying up for the day.
- c. The extra/senior trainman making the displacement must be marked up and in active status.
- d. Displacements/seniority moves by an extra/senior trainman to an outlying point vacancy cannot be made on the day before that vacancy's off day(s) or the last day of the regular trainman's scheduled vacation vacancy.

- e. When an extra/junior trainman is displaced by a senior extra board trainman or relieved by the regular assigned trainman at an outlying point, he/she shall report to the extra list in the deadhead time allotted to that vacancy.

**Section 3:** The Carrier will not be caused to incur any additional deadhead expense as a result of this agreement. If deadhead is due for the relief of the regular trainman laying off, it will be allowed to the first extra trainman for the trip to the outlying point and to the last extra trainman who is relieved by the regular trainman for the return trip to the extra board.

**Section 4:** This Agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution and may be cancelled upon ten (10) days written notice from either party to the other without following the procedures of the Railway Labor Act.

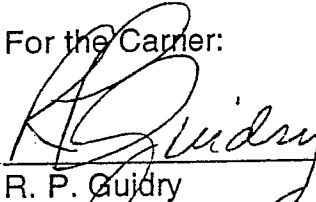
Signed this 4<sup>th</sup> day of September, 2002.

For the Organization:



L. L. Overton  
General Chairman - UTU

For the Carrier:



R. P. Guidry  
Director - Labor Relations, UPRR



A. Conductor and Brakeman Extra Boards (guaranteed or non-guaranteed) in existence, if any, at the locations listed below shall be eliminated. In place thereof, Guaranteed Combination Road Extra Boards shall be established at the following locations:

- 1) Baytown
- 2) Houston (STLBM)
- 3) Houston (NOTM / ONW)
- 4) Kingsville
- 5) Bloomington
- 6) San Antonio (IGN)
- 7) San Antonio (SAUG)
- 8) Palestine
- 9) DeQuincy
- 10) Fort Worth (IGN)
- 11) Brownsville.

B. Conductor, Brakeman and Yardman Extra Boards (guaranteed or non-guaranteed) in existence, if any, and Road/Yard (Brakeman/Yardman) Extra Boards in existence, if any, at the locations identified below shall be eliminated. In place thereof, Guaranteed Combination Road/Yard Extra Boards shall be established at the following locations:

- 1) Houston (Palestine)

**Note:** Assignments to Guaranteed Combination Road/Yard Extra Boards will be made subject to applicable prior rights and/or work equity considerations.

C. Guaranteed Combination Road Extra Boards shall protect Conductor, Brakeman and Road Utility position vacancies. Guaranteed Combination Road/Yard Extra Boards shall protect Conductor, Brakeman, Foreman, Yard Helper, Hostler, Hostler Helper, Road Utility positions and Yard Utility positions.

D. An employee must be a qualified Conductor to hold a position on a Guaranteed Combination Road Extra Board or the Guaranteed Combination Road/Yard Extra Board. An employee's seniority date as a Conductor will be used in making assignments to these boards.

E. Guaranteed Yard Extra Boards will be established at the locations listed below and will protect Foreman, Yard Helper, Hostler, Hostler Helper and Yard Utility positions:

- 1) Laredo
- 2) Corpus Christi
- 3) San Antonio (IGN)
- 4) Palestine

**Note:** At those locations where both a Guaranteed Combination Road Extra Board and a Guaranteed Yard Extra Board exist, the parties may, by mutual agreement, consolidate such boards and establish a Guaranteed Combination Road/Yard Extra Board.

F. Assignments to a Guaranteed Yard Extra Board will be made in accordance with the employee's seniority as a Yardman.

### **Compensation**

G. The guarantee for extra boards established pursuant to this Agreement shall be as follows:

- 1) Guaranteed Combination Road Extra Boards and Guaranteed Combination Road/Yard Extra Boards -- \$2,226.97 per pay period (as of June 1, 1996), which equates to one thousand eight hundred (1,800) miles at the Conductor's local rate.
- 2) Guaranteed Yard Extra Boards -- \$1,523.53 per pay period (as of June 1, 1996), which equates to 11.5 days at the five (5) day Yard Helper rate.

- 3) The guarantees set forth in this Section G will be subject to all applicable general wage and cost of living adjustments.
- 4) (a) An employee assigned to a guaranteed extra board established pursuant to this Agreement and who is available for an entire pay period (or is reduced by the Carrier prior to the completion of the pay period) shall be entitled to one (1) lay off day (twenty-four (24) hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, PROVIDED:
  - (1) Must be other than first out at time of lay off.
  - (2) Lay off must be taken at any time commencing 12:01 a.m. Monday and concluded by 11:59 p.m. Thursday.
  - (3) Lay off must not exceed twenty-four (24) hours.
  - (4) The agreement governing paid holidays is not affected or modified in any manner by this agreement.
- (b) Employees assigned to a guaranteed extra board for an entire pay period who remain marked up and available for service during the entire period and who elect not to avail themselves of the lay off day provided for under Paragraph (a) above shall be allowed payment of one (1) pro rated guaranteed day in lieu thereof. This payment is for being available for the entire pay period and shall be paid without regard to whether or not the employee does or does not exceed his/her guarantee for the pay period.
- 5) Employees assigned to a guaranteed extra board established pursuant to this Agreement for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the board during a pay period. Employees going to or from the guaranteed board at their option (seniority move) will be allowed one (1) guarantee day for each twenty-four (24) hour period they are on the guaranteed extra board. Employees reduced from the board by the Carrier reducing the board will be allowed one (1) guaranteed day for each twenty-four (24) hour period or portion thereof they are on the guaranteed extra board.

**Note:** This Section G is intended to establish the guarantee for employees assigned to Guaranteed Combination Road Extra Boards, Guaranteed Combination Road/Yard Extra Boards or Guaranteed Yard Extra Boards and is not intended to modify the rate of pay for any position(s).

- H. Newly hired employees assigned to a Guaranteed Combination Road Extra Board, Guaranteed Combination Road/Yard Extra Board or Guaranteed Yard Extra Board established pursuant to this Agreement shall have their guarantee paid in accordance with the percentage applicable to such employees' earnings as set forth in Article IV, Section 6 of the October 31, 1985 National Agreement, as amended.
- I. Payment of the guarantee shall be made in the payroll half for the payroll period in which the guarantee payment was incurred.
- J. All earnings, excluding penalty time claims, received by employees assigned to Guaranteed Combination Road Extra Boards, Guaranteed Combination Road/Yard Extra Boards or Guaranteed Yard Extra Boards will be used in computing the employees' guarantee. An employee assigned to a Guaranteed Combination Road Extra Board, Guaranteed Combination Road/Yard Extra Board or a Guaranteed Yard Extra Board missing call or not available for service will have his/her guarantee reduced by the amount he/she would have earned had he/she not missed call or not been available for service, with a minimum reduction of one (1) guarantee day.

**Note:** The "Special Yard/Local Allowance" provided pursuant to Section 1, Paragraph B of the Crew Consist Agreement (Conductor/Foreman Only Operations) shall not be included in the calculation of earnings in computing an employee's guarantee.

- K. Employees assigned to Guaranteed Combination Road Extra Boards, Guaranteed Combination Road/Yard Extra Boards or Guaranteed Yard Extra Boards who miss a call when other than first out will have their guarantee reduced by one (1) day for each twenty-four (24) hour period or portion thereof they are off the board.

**Example:** Conductor A is first out and Conductor B is second out. Conductor A missed call for a 7:00 a.m. local. Conductor B also missed call for the 7:00 a.m. local. Conductor A's guarantee is reduced under the provisions of Paragraph J above and Conductor B's guarantee is reduced under the provisions of Paragraph K above.

- L. (1) Employees marking off will not lose their place on the guaranteed extra board unless they are not available at call time. At call time, employees in marked off status will be removed from the board and will forfeit one (1) day's guarantee for each twenty-four (24) hour period thereof they are laid off from time they first marked off.

**Note:** Employees marking off will not have their names removed from the extra board until call time when they are first out.

- (2) An employee who is assigned to either a Guaranteed Combination Road Extra Board, Guaranteed Combination Road/Yard Extra Board or a Guaranteed Yard Extra Board who lays off or is unavailable for service on more than two (2) occurrences in a pay period will forfeit his/her guarantee for that pay period.

- M. All guarantee compensation paid to employees will be considered as service rendered for vacation pay and qualification purposes.

### **Regulation**

- N. The Carrier shall regulate the number of employees on the Guaranteed Combination Road Extra Boards, Guaranteed Combination Road/Yard Extra Boards and Guaranteed Yard Extra Boards established pursuant to this Agreement. The number of employees assigned to the Guaranteed Combination Road Extra Boards, Guaranteed Combination Road/Yard Extra Boards and/or Guaranteed Yard Extra Boards at a location shall not, however, be less than thirty (30) percent, rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of regular positions, including regularly assigned Utility positions, protected by that extra board, except as provided in the NOTE in Article II, Section E and Side Letter #1 of this Agreement. Should the last position on an extra board established pursuant to this Agreement be abolished, such board shall be considered inactive, but will be reactivated in accordance with the terms and conditions of this Agreement. Guaranteed Combination Road Extra Boards, Guaranteed Combination Road/Yard Extra Boards and/or Guaranteed Yard Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Tuesdays.

## **Article II. Supplemental Extra Boards**

### **Establishment**

- A. (1) A Supplemental Extra Board shall be established at each location where a Guaranteed Combination Road Extra Board and/or Guaranteed Combination Road/Yard Extra Board is established. Employees assigned to Supplemental Extra Boards shall be used to protect all vacancies arising in the territory protected by the protecting Guaranteed Combination Road or Road/Yard Extra Board when that extra board is exhausted.
- (2) A Yard Supplemental Extra Board shall be established at each location where a Guaranteed Yard Extra Board is established. Employees assigned to Yard Supplemental Extra Boards shall be used to protect all yard vacancies arising in the territory protected by the protecting Guaranteed Yard Extra Board when that extra board is exhausted.

- B. (1) To hold an assignment on a Road or Road/Yard Supplemental Extra Board, the employee must be a qualified Conductor. Assignments to Supplemental Extra Boards will be made in accordance with Conductor seniority.
- (2) Assignments to Yard Supplemental Extra Boards will be made in accordance with Yardman seniority.

### **Compensation / Regulation**

- C. (1) Employees assigned to a Supplemental Extra Board shall be provided a guarantee equal to eighty-five percent (85%) of the applicable Guaranteed Combination Road Extra Board or Guaranteed Combination Road/Yard Extra Board guarantee set forth in Article I, Section G, Paragraph 1 of this Agreement.
- (2) Employees assigned to a Yard Supplemental Extra Board shall be provided a guarantee equal to eighty-five percent (85%) of the applicable Guaranteed Yard Extra Board guarantee set forth in Article I, Section G, Paragraph 2, of this Agreement .
- D. (1) The provisions of Article I, Section G, Paragraph 4 are not applicable to employees assigned to Supplemental Extra Boards or Yard Supplemental Extra Boards.
- (2) Except as specifically set forth in this Article II, the guarantee afforded employees assigned to Supplemental Extra Boards and Yard Supplemental Extra Boards shall be governed by applicable provisions set forth in Sections G through M, inclusive, of Article I of this Agreement.
- E. (1) The number of positions comprising the Supplemental Extra Board at a location shall not be less than ten percent (10%), rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of positions comprising the Guaranteed Combination Road Extra Board or Guaranteed Combination Road/Yard Extra Board at the location, except as provided in the NOTE in this Section E and Side Letter #1 of this Agreement. The number of positions comprising the Yard Supplemental Extra Board at a location shall not be less than ten percent (10%), rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of positions comprising the Guaranteed Yard Extra Board at the location, except as provided in the NOTE in this Section E and Side Letter #1 of this Agreement. Each Supplemental Extra Board or Yard Supplemental Extra Board established pursuant to this arrangement will have a minimum of two (2) positions assigned thereto. If the 10% calculation set forth herein results in less than 0.5 for a given location, a Supplemental Extra Board or Yard Supplemental Extra Board need not be established at the location. Supplemental Extra Boards and Yard Supplemental Extra Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Tuesdays.

#### **Example 1:**

There are 16 positions on a Guaranteed Combination Road/Yard Extra Board. Application of Article II, Section E, Paragraph (1) calls for 1.6 trainmen on the Supplemental Extra Board. The Carrier would assign two (2) employees to the Supplemental Extra Board.

#### **Example 2:**

There are 4 trainmen on a Guaranteed Combination Road Extra Board. Application of Article II, Section E, Paragraph (1) calls for 0.4 trainmen on the Supplemental Extra Board. The Carrier would not be required to assign an employee to the Supplemental Extra Board. The Carrier may, however, establish a Supplemental Extra Board at the location, in which event a minimum of two (2) positions would have to be assigned.

**Note:** Nothing herein shall serve to preclude the Organization's Local Chairman and the appropriate CMS Director from transferring by mutual agreement, during those periods when the guaranteed extra board(s) is (are) rotating slowly, positions under the involved Local Chairman's jurisdiction between the guaranteed extra board(s) and Supplemental Extra Board(s).

- (2) An employee who is first out on the Supplemental Extra Board will automatically rotate to the bottom of the board at noon (12:00 p.m.).

### **Article III. General**

In the event the provisions of existing agreement rules conflict with the terms and / or intent of this Agreement, the provisions of this Agreement shall apply.

Signed this 3rd day of October, 1996 in Houston, Texas.

For The Organization:  
/s/ L. W. Parsons, Sr.

APPROVED:  
/s/ M. B. Futhey, Jr.

For The Carrier:  
/s/ A. Terry Olin  
/s/ W. S. Hinckley  
/s/ R. D. Meredith

### **Questions and Answers Guaranteed Combination Extra Boards Supplemental Extra Boards**

- Q1. How shall vacancies on the guaranteed extra boards be filled?  
A1. Initially by bulletin, then by requests of individual employees.
- Q2. In the event Carrier has no requests for extra board positions, how shall they be filled?  
A2. Inasmuch as such positions are considered must-fill; they will be filled in accordance with the provisions of Article 1 of the Crew Consist Modification Agreement dated December 1, 1988, as amended.
- Q3A. How shall the guaranteed extra boards be reduced?  
A3A. By cutting off the senior employee with request to be released. If no requests are on file, then employees will be removed in reverse seniority order.
- Q3B. How shall reductions from the extra board be handled in those situations where all trainmen possess a right, pursuant to Section 2, Paragraph C of the October 3, 1996 Crew Consist Agreement, to place on a Reserve Board.  
A3B. If all employees on a district are eligible to exercise seniority to a reserve board position pursuant to Section 2, Paragraph C, the Carrier will place the senior trainman with application for the Reserve Board onto the applicable reserve board. The resultant vacancy will be filled in accordance with existing agreement provisions. If there are no employees with application to the Reserve Board, the employee reduced from the extra board will be entitled a displacement in accordance with applicable rules.
- Q3C. How shall reductions from the extra board be handled in those situations where there are trainmen on the district who are not eligible to place on a Reserve Board?  
A3C. If there is a trainman on the district who is not, in accordance with Section 2, Paragraph C, eligible to exercise his/her seniority to a Reserve Board, the senior employee with request to be released from the extra board will be reduced. If no requests are on file, employees will be removed from the extra board in reverse seniority order. Employees removed from the extra board will be afforded a displacement in accordance with applicable rules. An eligible employee will not be placed on a Reserve Board until such time as all employees not eligible to place on a Reserve Board have been displaced and/or furloughed.
- Q4. Are the mileage/shift limitations for extra board employees as contained in Article 7 of the basic Crew Consist Agreement; and other similar extra board limitations; set aside by this Agreement?  
A4. Guaranteed extra boards, including supplemental extra boards; will be regulated in accordance with the provisions set forth in the Guaranteed Combination Extra Board/Supplemental Extra Board Agreement.
- Q5. Will the extra boards be regulated at substantially the same time on adjustment day?  
A5. Yes. Boards will be regulated generally between 8:00 a.m. and 12:00 noon.

- Q6. What is meant by the phrase "not available for service" in Article I, Section J?  
A6. Failure to report after accepting call, etc.
- Q7. Would an employee laying off but marking up before losing his turn be charged with an occurrence?  
A7. No.
- Q8. Under the provisions of Article I, Section L, what incidents or events will not count toward the two (2) occurrences of being unavailable resulting in forfeiture of the guarantee?  
A8. Personal leave time, vacation time, absences at the request of the Carrier (e.g., court appearances and depositions, investigations, etc.), and Local Chairmen on union business.
- Q9. In Article I, Section L, what constitutes an "occurrence"?  
A9. Each lay off or period of unavailability, regardless of duration, constitutes a separate occurrence.
- Q10. At what rate of pay will an extra employee called from the Combination Road/Yard Extra Board to fill a Yardman vacancy be paid?  
A10. An extra employee called from one of the guaranteed extra boards will assume all the conditions and obligations of the position the employee is protecting. In the instant example, the employee called from the Combination Road/Yard Extra Board would, even though he/she is a qualified Conductor, would be compensated at rates applicable to the Yardman position he/she is required to fill.
- Q11. If an individual with a bump places on a Guaranteed Combination Extra Board (Road or Road/Yard) or on a Supplemental Extra Board (or Yard Supplemental Extra Board), who is to be reduced from the board?  
A11. The senior employee with a request to be released from the board. If none, then the junior employee assigned to the board.
- Q12. May an individual with a bump place on a guaranteed (supplemental) extra board if there is no employee his junior assigned to the board?  
A12. Yes, if there is an employee with a request to be released off the extra board.
- Note:** Questions 11 and 12 assume the number of positions of the board is not being changed.
- Q13. May an employee bid (bump, if applicable) from one Supplemental Extra Board (or Yard Supplemental Extra Board) to another Supplemental Extra Board (or Yard Supplemental Extra Board) at the same or different location?  
A13. An employee may bid or bump from one Supplemental Extra Board (or Yard Supplemental Extra Board) to another Supplemental Extra Board (or Yard Supplemental Extra Board) if such exercises of seniority are consistent with applicable Agreement rules.
- Q14. Since an employee on a regular assignment may pass up his/her position and displace any employee his/her junior, does this apply to an employee assigned to a guaranteed extra board (or supplemental extra board) since such positions are now considered regular assignments?  
A14. Yes, unless such employee is in forced status and there are no employees his/her junior.
- Q15. Are the guarantees set forth in Article I, Section G and Article II, Section C subject to application of the entry rate provisions?  
A15. Yes. See Article I, Section H and Article II, Section D(2)
- Q16. Is an employee who is displaced from a guaranteed extra board required to displace immediately onto another guaranteed extra board at the same location in order to be eligible to receive the "bonus day" payment set forth in Article I, Section G, Paragraph 4?  
A16. Yes, if, upon proper notification of the displacement by CMS, the employee displaces immediately onto another guaranteed extra board.

**Side Letter #1**  
October 3, 1996  
(Combo Extra Boards Caps)

Mr. L. W. Parsons, Sr.

This refers to the parties' discussions regarding establishment of Guaranteed Combination Extra Boards in conjunction with modification of existing Crew Consist Agreement provisions on the Gulf Coast Lines territories.

One of the concerns of your Organization was the Carrier might not maintain sufficient manpower levels to satisfactorily protect business levels and to allow train service employees reasonable opportunities to lay off. In response to those concerns, the parties incorporated staffing thresholds for the Guaranteed Combination Extra Boards and Supplemental Extra Boards. While it is the objective of the thirty (30) percent threshold for the Guaranteed Extra Boards and the ten (10) percent threshold for the Supplemental Extra Boards to ensure sufficient manpower levels, the parties recognize the nature and unpredictability of railroad traffic levels mandate certain flexibility in the administration of those thresholds.

The parties recognize there exists a multitude of factors and events that make the management of manpower levels and the associated administration of the threshold levels established in the Guaranteed Combination Extra Board/Supplemental Extra Board Agreement an exceedingly difficult task. As a result, assignments on the Guaranteed Combination Extra Boards may temporarily not be at levels dictated by the thresholds, particularly when one also takes into account the protracted time frames for hiring and training operating crafts personnel. Such a circumstance does not, in light of the above, constitute a violation of the Agreement. It is not the parties' intent that these thresholds instantly require the Carrier to hire additional trainmen each time the number of employees on the Guaranteed Combination Extra Boards or Supplemental Boards falls below the respective thirty (30) percent or ten percent (10%). Rather, these thresholds are intended to serve as advanced indicators of the potential need for hiring and to serve as a triggering mechanism that would prompt careful monitoring and analysis of the manpower situation and if a manpower deficit, as measured by these thresholds, continues to exist, would initiate hiring and training programs.

It is understood the thresholds are designed to provide a mechanism by which the parties may constructively and cooperatively address manpower problems or issues. The extended time frames required for training of a new Switchman or Brakeman alone would preclude the Carrier from constantly satisfying the thirty (30) percent and/or ten percent (10%) thresholds.

Finally, a concern of your Organization was that the unforeseen, unpredicted or temporary events of the nature referenced herein could exist for extended periods and that under such circumstances the Carrier should commence hiring additional employees. In that regard, the Carrier committed that in the event it is known certain events (e.g., maintenance of way programs, etc.) might last more than thirty (30) days, the Carrier will timely notify the involved General Chairman. In addition, in those instances where it appears increased traffic volumes appear to be more than temporary fluctuations, or traffic conditions warrant greater than thirty (30) percent on the guaranteed extra boards, the Carrier will also review the situation with the involved General Chairman and, if warranted, make expedient arrangements for additional temporary, manpower and/or commence hiring additional employees.

If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Side Letter #2**  
October 3, 1996  
(Combo Extra Boards Caps)

Mr. L. W. Parsons, Sr.

This refers to the parties' discussions regarding the regulation of the Road Guaranteed Extra Boards (Road or Road/Yard) established pursuant to the Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement.

The parties recognized that there would be times when the Carrier needed to regulate the guaranteed extra boards above the thirty (30) percent minimum. The Organization was concerned that the Carrier would regulate the extra board to reduce the number of employees on the Reserve Board or, when the Reserve Board was short, to require additional work far in excess of the guarantee level. The Carrier agreed that this is not the intent of the agreement and that on Guaranteed Combination Road Extra Boards the Carrier would adjust the extra board if the earnings (miles) per equivalent full time employee moved outside the following range:

\*1500 miles @ \$1.23721 per mile (Conductor's local rate) = \$1855.82 (reduce the board)

\*1875 miles @ \$1.23721 per mile (Conductor's local rate) = \$2319.77 (add to the board)

**Note:** The rate shown above (\$1.23721) will be adjusted to always equal the rate used to determine the extra board guarantee, which is currently \$1.23721 per mile x 1800 miles.

While the incorporation of the above regulating mechanisms effectively serve to place a "cap" on the number of employees assigned to the guaranteed extra boards, the parties acknowledge there exists certain events or situations (e.g., derailments, maintenance of way programs, etc.) which may require the temporary assignment of more trainmen on the guaranteed extra boards than what may be permissible under this "cap". In such circumstances, the parties agree to cooperatively address such matters in order to reduce or avoid any employee dislocations or additional Carrier expense.

If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Side Letter #3**

October 3, 1996

(Annulled by the Houston Hub Agreement)

**Side Letter #4**

October 3, 1996

(Yard Combo Extra Board Caps)

Mr. L. W. Parsons, Sr.

This refers to the parties' discussions regarding the regulation of the road guaranteed yard extra boards established pursuant to the Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement.

The parties recognized that there would be times when the Carrier needed to regulate the guaranteed extra boards above the thirty (30) percent minimum. The Organization was concerned that the Carrier would regulate the extra board to reduce the number of employees on the Reserve Board or, when the Reserve Board was short, to require additional work far in excess of the guarantee level. The Carrier agreed that this is not the intent of the agreement and that on Guaranteed Yard Extra Boards the Carrier would adjust the extra board(s) if the earnings (days/shifts) per equivalent full time employee moved outside the following range:

\* 10 days @ \$132.4809 per day (5 day Yard Helper rate) = \$1324.81 (reduce the board)

\* 13 days @ \$132.4809 per day (5 day Yard Helper rate) = \$1722.25 (add to the board)

While the incorporation of the above regulating mechanisms effectively serve to place a "cap" on the number of employees assigned to the guaranteed extra boards, the parties acknowledge there exists certain events or situations (e.g., derailments, maintenance of way programs, etc.) which may require the temporary assignment of more trainmen/yardmen on the guaranteed extra boards than what may be permissible under this "cap". In such circumstances, the parties agree to cooperatively address such matters in order to reduce or avoid any employee dislocations or additional Carrier expense.



If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr, UTU

/s/ A. Terry Olin

**Excerpt of IGN Import Agreement**  
March 30, 1998  
(Shreveport Combo Extra Board)

**V. Extra Board at Shreveport**

- A. The Carrier may establish a guaranteed combination road/yard (conductor/brakeman) extra board at Shreveport, Louisiana.
- B. This extra board may be used to protect Zone 3 vacancies in and near Shreveport and provide hours of service relief in the Shreveport area.
- C. This extra board will be governed by applicable provisions of the IGN Agreement pertaining to guaranteed extra boards.

**Letter of Understanding**  
January 13, 1998  
(Baytown Combo Extra Board)

Mr. L. W. Parsons, Sr.

To more effectively serve shippers in the Baytown areas, and to ensure conductors knowledgeable about the shippers and operations in this area are available to protect vacancies in this area, the Operating Department has requested establishment of a combination road extra board (conductor/brakeman) at Baytown, Texas.

To accomplish the above-stated objectives, the parties agree Carrier may establish a trainman's extra board at Baytown, subject to the provisions set forth below:

1. Carrier may establish a combination (conductor/brakeman) extra board at Baytown, Texas. Said Board will protect vacancies on the UP Baytown Branches and related industrial leads, including Market Street, Coady Yard, and Baytown. In addition, this Board will protect other Zone 2 road vacancies, including Strang and Dayton, in the event the extra boards normally protecting such other assignments are exhausted.
2. The terms and conditions of the Guaranteed Combination Extra Board Agreement (Combo), dated October 3, 1996, will govern the establishment and operation of the extra board at Baytown. (Page 49)
3. Vacancies occurring at locations on the territory primarily protected by this board will not be protected by the extra board at Strang except when the Baytown extra board is exhausted. Except as set forth in this Section 3, the extra board at Strang will continue to protect the vacancies and service set forth in Article V, Section A, Paragraph 8 of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub.
4. (a) This agreement may be canceled by the serving of a thirty (30) day advanced written notice on the other party.  
(b) In the event notice is served to cancel this accord, the provisions governing Zone 2 extra boards set forth in Article V of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub will, absent an agreement providing for alternative arrangements, automatically be placed into effect upon expiration of the notice period.
5. This agreement will become effective seven (7) days from the date the parties sign this letter of understanding.

If the foregoing properly reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Sincerely,  
/s/ A. Terry Olin

### Letter of Understanding

January 13, 1998

(Dayton Combo Extra Board and Mt. Belvieu Combo Extra Board)

Mr. L. W. Parsons, Sr.

To more effectively serve shippers in the Dayton and Mt. Belvieu areas, and to ensure conductors knowledgeable about the shippers and operations in this area are available to protect vacancies in this area, the Operating Department has requested establishment of a combination road extra board (conductor/brakeman) at Dayton, Texas.

To accomplish the above-stated objectives, the parties agree Carrier may establish a trainman's extra board at Dayton, subject to the provisions set forth below:

1. Carrier may establish a combination (conductor/brakeman) extra board at Dayton, Texas. Said Board will protect vacancies on the SP Baytown Branches and related industrial leads, including Dayton and Mt. Belvieu. In addition, this Board will protect other Zone 2 road vacancies, including Strang and Dayton, in the event the extra boards normally protecting such other assignments are exhausted.
2. The terms and conditions of the Guaranteed Combination Extra Board Agreement (Combo), dated October 3, 1996, will govern the establishment and operation of the extra board at Dayton. (Page 49)
3. Vacancies occurring at locations on the territory primarily protected by this board will not be protected by the extra board at Strang except when the Dayton extra board is exhausted. Except as set forth in this Section 3, the extra board at Strang will continue to protect the vacancies and service set forth in Article V, Section A, Paragraph 8 of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub.

**Note:** In the event the Dayton extra board is exhausted, the vacancy will first be protected by the extra board at Baytown before utilizing the extra board at Strang.

4. (a) This agreement may be canceled by the serving of a thirty (30) day advanced written notice on the other party.
- (b) In the event notice is served to cancel this accord, the provisions governing Zone 2 extra boards set forth in Article V of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub will, absent an agreement providing for alternative arrangements, automatically be placed into effect upon expiration of the notice period.

This agreement will become effective seven (7) days from the date the parties sign this letter of understanding.

If the foregoing properly reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Sincerely,  
/s/ A. Terry Olin

**Letter of Understanding**  
June 11, 1993  
(Seniority Move and Guarantees)

Mr. J. L. Warren

This has reference to our recent conversation concerning the manner in which Timekeeping has applied guarantee / make whole when individuals on the extra board at Houston have exercised their rights under Article 23(C).

I have advised all concerned that individuals exercising their rights under the aforementioned agreement are not considered to have removed themselves from the extra board.

Should you have any further complaints concerning this matter, please give me a call.

/s T. L. Wilson, Sr.

**Letter of Understanding**  
June 20, 1930  
(Emergency Conductor Vacancy Procedures)

A. B. Kelly

Covering filling of vacancies away from home terminals, as to employees to be used when making up crews in cases of freight and passenger service at points between Division Freight Terminals.

(1) Vacancies of three (3) days away from Home Terminals where Board is maintained, when the guarantee conductor is not available, will be filled by senior extra conductor working on runs out of that point.

(2) Extra conductors assigned to the freight pool as brakemen will not be available to conductor's service at distance terminals except to vacancies on the runs to which they are assigned and in emergency cases when not possible to send men from home terminal to fill such vacancies. Other vacancies on freight runs out of distant terminals which cannot be filled by guarantee conductors assigned at that point will be filled by assigned extra conductors from points where extra boards are maintained. If none of the assigned extra conductors at Home Terminals are available to be sent to Distant Terminals, the senior unassigned extra conductor will be sent from Home Terminal provided he is senior to extra conductor assigned to runs of distant terminals where men are needed.

(3) When not possible to send extra passenger conductors in time to fill vacancies at points away from home terminal, the senior freight conductor except conductors on through freight turns, will be used until conductor can be sent from home terminal.

(4) During the time Seawall Special is operated between Houston and Galveston, the run will be filled by the senior conductor having Sunday lay over at Houston, unless he notifies the Trainmaster on his arrival Saturday that he is not available for Sunday work, in which case the next senior conductor who has not given such notice will be used. In case Conductor assigned to Guarantee Board at Houston is the senior conductor and available, he will be used in preference to other conductors laying over at Houston.

(Modified By Guaranteed Combination Extra Board (Combo), Page 49 and Houston Hub Agreement, Page 169)

(5) When in cases of emergency it is necessary to make up a crew for passenger service at points between Division Freight Terminals, the oldest assigned conductor and the oldest assigned brakeman or brakemen will be used.

(6) When in cases of emergency it is necessary to make up a crew for freight service at points between Division Freight Terminals, the senior extra or emergency conductor and the senior brakemen available will be used except that extra brakemen available will be used instead of those regularly assigned.

E. B. Thompson, ORC  
R. C. Darington, BRT

/s/ B. W. Proctor

**Letter of Understanding**  
October 17, 1957  
(Definition of Twenty-Four (24) Hour Penalty)

Re: Article 27, Section A.

Mr. R. D. Norris:

Further reference to my letter of October 14, 1957, to General Chairman Purdum of the Brotherhood of Railroad Trainmen (BRT), in connection with "Claim of Train-Baggage W. J. Sikes for 304 miles, March 19, 1956, account not permitted to resume service after a twenty-four (24) hour penalty."

The twenty-four (24) hour period referred to in the second paragraph of Article 27, Section A of the Conductors' and Trainmen's Agreement, is understood to be computed as follows:

1. Where a conductor or brakeman lays off; from the time he lays off.
2. Where a conductor or brakeman declines service; from the time called to leave.
3. Where a conductor or brakeman misses a call account the caller unable to find him; from the time called to leave.

Please instruct your callers at all points accordingly in order to bring about a uniform handling at all such points.

/s/ B. W. Smith

**Claim Settlement**  
January 30, 1942  
(Release after Regular man reports for duty)

Mr. R. P. Stevens, BRT  
Mr. E. D. Choate, ORC

Conference January 29, 1942.

**BRT Claim 210-40,** Brakeman H. Wells for 364 miles account improperly displaced at Mart June 15, 1940.

It was agreed that Brakeman Wells would be allowed the difference in 364 miles at the through freight rate and the amount paid him for deadheading from Mart to Spring on June 16 to protect the local service out of that point on the 17th. Adjustment will be made in this office to cover.

Mr. Cook, who receives a copy of this letter, will issue instructions to all concerned that employees in train service who are assigned and are performing service at the time the bulletin expires will be required to remain on the same until the regular man who is assigned reports for duty.

/s/ A. B. Kelly

**Letter of Understanding**  
May 1, 1935  
(Extra Board Reduction)

Re: Article 27, Section E.

Effective May 1, 1935, the following rule will be placed into effect on International Great Northern Railroad (IGN) and it will be necessary for all men holding seniority to comply with its provisions:

**Article 27, Section E.**

"Extra boards will not be reduced except on request of Local or General Chairmen or both and when necessary to reduce force, reduction will be made in reverse order of seniority. When forces are increased trainmen will be returned to service in the order of their seniority."

"Trainmen desiring to avail themselves of this understanding must file their name and address with the Local Chairman, copy to Superintendent of the Division within fifteen (15) days after cut off board and renew their address by registered mail each six (6) months. Failure to do this, or report within thirty (30) days after notification will be considered out of service. Notification to be made by registered letter and Superintendent and General Chairman furnished copy. Trainmen seeking employment will be referred to Local Chairman who will cooperate with the Railroad in securing reliable and competent men."

(Modified by 1996 Crew Consist Agreement, Page 137)

**\* Memorandum of Agreement**

(Outside Points - Marking up before Assignment Tie Up)

The following shall be applicable on the Austin, Laredo, Longview, Taylor, Trinity, Freeport and Sugarland Subdivisions (IGN Territory):

Conductors/Brakemen, regular or extra, laying off on assignments which tie up at outside points will, when ready to resume service, be required to report in sufficient time that the Conductor/Brakeman to be relieved can be notified of his release before he ties up on the run; otherwise, the Conductor/Brakeman to be relieved will be permitted to remain on vacancy another day or trip. This not to apply to Conductors/Brakemen on vacations.

\* The foregoing is a composite of the following agreements:

6-28-66 Brakemen	11-15-63 Conductors
10-28-68 Brakemen	3-31-76 Conductors

**Memorandum of Agreement**

March 30, 1995  
(Off Day Release)

**IT IS HEREBY AGREED**, the following will apply to the employees on the former Missouri Pacific Gulf Coast Lines:

- A. Extra Board trainmen sent to outlying points to fill vacancies, including vacation, may be relieved on the off day of the assignment. If the vacancy still exists after the off day, the extra trainman first out on the protecting extra board will be called to protect same. The regular trainman will be permitted to report on the off day, provided he does so before an extra man is called to protect the vacancy. On seven (7) days a week assignments, extra trainman may be relieved after he has worked seven (7) days; and, if the position is still vacant it will be protected by the extra trainman first out on the protecting extra board.
- B. Extra Board trainmen sent to outlying points under the conditions referred to under Section A, herein, will remain on the vacancy until relieved by the regular assigned trainman unless at time called for the vacancy he notifies the crew dispatcher of his desire to be released on the off day (or after the 7th day in case of 7 days assignment.)
- C. The Carrier will not be caused to incur any additional deadhead expense as a result of this agreement. If deadhead is due for the relief of the regular trainman laying off, it will be allowed to the first extra man for the trip to the outlying point and to the last extra man who is relieved by the regular man for the return trip to the extra board.

- D. If a seniority district does not wish to be covered by this Agreement upon implementation date, the General Chairman and Carrier must be notified of same ten (10) days prior to the effective date of this Agreement. Ten (10) days advance notice must also be given should a seniority district desire to be included under this agreement subsequent to the effective date.

This Agreement signed this 30th day March of 1995, will become effective April 1, 1995, and shall remain in effect until modified or cancelled upon ten (10) days' written notice from either party to the other without following the procedures of the Railway Labor Act.

For the Organization:  
/s/ L. W. Parsons, Sr.

For the Carrier:  
/s/ S. A. Bannister

**Memorandum of Agreement**  
May 7, 1982  
(San Antonio Conductors Call Procedure)

**IT IS HEREBY AGREED**, that the following will govern with respect to the filling of Conductors' vacancies at San Antonio only when the Conductors' Extra Board is exhausted and there are none available:

- A. A voluntary Emergency Conductors' List shall be established at San Antonio;
- B. An employee who desires to be placed upon and/or removed from the Emergency Conductors' List shall give a notice of his intent at least forty-eight (48) hours in advance thereof;
- C. If the Emergency Conductors' List, as provided for in Paragraph A hereof, is exhausted, then the oldest promoted Brakeman that is available, and who is regularly assigned to the crew upon which the Conductor's vacancy occurs, shall be used;
- D. In the event that the vacancy cannot be filled in accordance with Paragraph C hereof, then in the alternative, a Conductor from the Brakemen's Extra Board would be used in line with the order in which said employee stands on the Brakemen's Extra Board;
- E. If the vacancy cannot be filled as provided for in Paragraphs C and D hereof, then the vacancy shall be filled by a promoted Conductor in road service, who is not regularly assigned as a Conductor, in reverse seniority order;
- F. If the vacancy has not been filled after the application of Paragraphs C, D and E hereof, then Conductors assigned to yard service, shall be utilized, in reverse seniority order;
- G. The twenty-four (24) hour penalty in regard to laying off or declining service shall remain in effect when employees are called in the order as set forth herein.

This Agreement, signed this 7th day of May, 1982, will become effective May 16, 1982, and shall remain in effect until modified or cancelled upon fifteen (15) days' written notice from either party to the other, without following the procedures of the Railway Labor Act.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ O. B. Sayers

**Memorandum of Agreement**  
February 8, 1989  
(Palestine Conductors Call Procedure)

**IT IS HEREBY AGREED**, that the following will govern with respect to the filling of Conductors' vacancies at Palestine only when the Conductors' Extra Board is exhausted and there are none available:

- A. A voluntary Emergency Conductors' List shall be established at Palestine;
- B. An employee who desires to be placed upon and/or removed from the Emergency Conductors List shall give a notice of his intent at least twenty-four (24) hours in advance thereof;
- C. If the Emergency Conductors' List, as provided for in Paragraph A hereof, is exhausted, then the promoted Brakeman that is available, and who is regularly assigned to the crew upon which the Conductor's vacancy occurs, shall be called in seniority order and given the choice to protect the vacancy.
- D. In the event that the vacancy cannot be filled in accordance with Paragraph C hereof, then in the alternative, the first out promoted Brakeman on the Brakemen's Extra Boards will be used.
- E. If the vacancy cannot be filled as provided for in Paragraphs C and D hereof, then the vacancy shall be filled by a promoted Conductor in road service, who is not regularly assigned as a Conductor, in reverse seniority order;
- F. If the vacancy has not been filled after the application of Paragraphs C, D and E hereof, then Conductors assigned to yard service, shall be utilized, in reverse seniority order;
- G. The twenty-four (24) hour penalty in regard to laying off or declining service shall remain in effect when employees are called in the order as set forth herein.

This Agreement signed this 8th day of February, 1989, will become effective February 8, 1989, and shall remain in effect until modified or cancelled upon fifteen (15) days written notice from either party to the other, without following the procedures of the Railway Labor Act.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/T. L. Wilson, Sr.

**Memorandum of Agreement**  
February 8, 1989  
(Ft. Worth Conductors Call Procedure)

**IT IS HEREBY AGREED**, that the following will govern with respect to the filling of Conductors' vacancies at Fort Worth.

- A. A voluntary Emergency Conductors' List shall be established at Fort Worth.
- B. An employee who desires to be placed upon and/or removed from the Emergency Conductors' List shall give a notice of his intent at least twenty-four (24) hours in advance thereof;
- C. If the Emergency Conductors' List, as provided for in Paragraph A hereof, is exhausted, then the promoted Brakeman that is available, and who is regularly assigned to the crew upon which the Conductors' vacancy occurs, shall be called in seniority order and given the choice to protect the vacancy;
- D. In the event that the vacancy cannot be filled in accordance with Paragraph C hereof, then in the alternative, the first out promoted Brakeman on the Brakemen's Extra Boards will be used.
- E. If the vacancy cannot be filled as provided for in Paragraphs C and D hereof, then the vacancy shall be filled by a promoted Conductor in road service, who is not regularly assigned as a Conductor, in reverse seniority order;
- F. The twenty-four (24) hours penalty in regard to laying off or declining service shall remain in effect when employees are called in the order as set forth herein.

This Agreement signed this 8th day of February, 1989, will become effective March 1, 1989, and shall remain in effect until modified or cancelled upon fifteen (15) days written notice from either party to the other, without following the procedures of the Railway Labor Act.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ T. L. Wilson, Sr.

**Letter of Understanding**  
January 10, 1997  
(Baytown Conductors Call Procedure)

Mr. Larry W. Parsons, Sr

This refers to conversation this date concerning the filling of conductor vacancies at Baytown. Because an extra board employee may not be as familiar as a regular assigned employee with the many complexities associated with serving the chemical customers in Baytown and in order to ensure these customers are served efficiently and safely, it was agreed it was in the interest of all parties to have the most experienced and knowledgeable individuals working these conductor vacancies. Therefore, in an effort to address the Parties' concerns,

**IT IS AGREED:**

1. When a Conductor vacancy occurs on a Baytown job, the Carrier will call an employee off of the Baytown Combination Conductor/Brakeman Extra Board.
2. Upon reporting to the assignment, the regularly assigned Brakeman will have the option of working the Conductor vacancy or remaining on the Brakeman job without respect to seniority.
3. If the regular assigned Brakeman chooses to remain on his/her job, the extra board employee will work the Conductor vacancy.
4. Employees will be paid the rate for the position worked.
5. No claims will be progressed as a result of this understanding.
6. This understanding may be cancelled by a ten (10) notice written notice served by one party upon the other.

If the above properly reflects your understanding, please sign the second copy of this letter returning one copy to me for my records.

L. W. Parsons, Sr., UTU

S. A. Bannister

**Memorandum of Agreement**  
**Conductors' Guaranteed Extra Board**  
December 1, 1988

It was agreed that in conjunction with the Modified Crew Consist Agreement wherein Brakemen's Guaranteed Extra Boards are provided, Conductors' Guaranteed Extra Boards may be established at the option of the General Chairman at any location set forth below as follows:

**ARTICLE 1**

- A. Where the organization elects Road Conductor Guaranteed Extra Boards shall replace existing Conductors' Extra Boards or new extra boards may be established at the following locations:

- |                     |                        |
|---------------------|------------------------|
| (1) Baytown         | (6) San Antonio (IGN)  |
| (2) Houston (IGN)   | (7) San Antonio (SAUG) |
| (3) Houston (STLBM) | (8) Palestine          |
| (4) Kingsville      | (9) Ft. Worth (IGN)    |
| (5) DeQuincy        |                        |

**Note:** General Chairman will take written request to the Director of Labor Relations to exercise option for Guarantee Board(s).



# Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

Carrier File # S180.20

Relating to the filling of train service assignments at Hearne Texas

Therefore **IT IS AGREED:**

**Section 1** If applications are not received from San Antonio Hub Trainmen for their allotted vacancies at Hearne, Texas, then Dallas/Ft. Worth Hub Trainmen that have voluntarily applied for these positions may be assigned.

**Section 2** If applications are not received from Houston Hub Trainmen for their allotted vacancies at Hearne, Texas, then Dallas/Ft. Worth Hub Trainmen that have voluntarily applied for these positions may be assigned.

**Section 3** Houston and San Antonio Hub Trainmen retain all rights to their allotted positions at Hearne, Texas and may exercise rights to those positions consistent with existing agreements

**Section 4** If no bids are received for the allotted positions at Hearne, Texas, from either the San Antonio, Ft. Worth, and/or Houston Hubs, then trainmen will be required to fill allotted positions from their respective Hub.

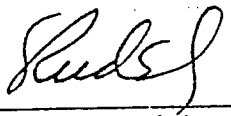
**Section 5** This Agreement is without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

**Section 6** (a) This Agreement may be cancelled by any party signatory hereto upon thirty- (30) days written notice to the other. During the intervening thirty- (30) day period or as mutually agreed, the parties may meet in an effort to resolve any issues precipitating the cancellation notice.

(b) In the event efforts to resolve conflicting issues are not successful and this agreement is cancelled, the method of assigning vacancies shall revert to processes outlined in the parties respective Hub Agreements.

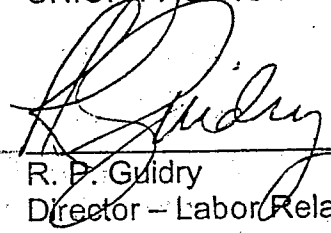
SIGNED THIS 8<sup>th</sup> DAY OF June, 2001

FOR THE  
UNITED TRANSPORTATION  
UNION

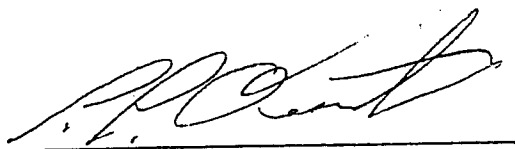


Mr. S. B. Rudel  
General Chairman - UTU

FOR THE  
UNION PACIFIC RAILROAD



R. P. Guidry  
Director - Labor Relations



Mr. L. L. Overton  
General Chairman - UTU

# Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

## ..... LUFKIN GUARANTEED COMBINATION ROAD EXTRA BOARD .....

It is agreed:

**Section 1:** The Carrier may establish a Guaranteed Combination Extra Board at Lufkin Texas to protect all train service vacancies on the following assignments:

- (1) All TSE and Local Assignments that work between Lufkin, Texas and Shreveport, Louisiana.
- (2) TSE Assignment(s) at Leggett, Texas.
- (3) TSE and Local Assignments at Palestine, Texas, on the Houston Hub Zone 3 Territory.
- (4) Hours of Service Relief between Shreveport, Louisiana and Lufkin, Texas, on a turnaround basis, including but not limited to, Rock Trains, Grain and Work Trains, etc that originate and/or terminate at or between Lufkin, Texas and Shreveport, Louisiana; however, not including Southbound trains originating at Prosser, Texas. The Lufkin Extra Board will not protect Hours of Service Relief or other service between Lufkin, Texas and Houston, Texas, except to protect TSE vacancies and/or TSE Hours of Service Relief at Leggett, Texas proper.

**Note 1:** The Extra Board at Houston may be required to supplement the Extra Board at Lufkin with the understanding employees from the Houston Extra Board will be released after one tour of duty or round trip cycle as the case may be and deadheaded back to the Houston Board.

**Note 2:** The Lufkin Extra Board will not be required to supplement Extra Boards at Houston. Moreover, train service employees will not be force assigned to vacant or no bid positions on the Lufkin Extra Board.

**Note 3:** It is understood Item 4 above stipulates the Lufkin Extra Board will not perform Hours of Service Relief South of Lufkin, Texas except to protect Hours of Service Relief for the TSE assignment at Leggett in order to complete the industrial work. The Lufkin Extra Board may relieve any crew expired under the Hours of Service on line of road between Shreveport and Lufkin but may not operate trains South of Lufkin, Texas.

**Section 2:** The allotted travel time between the Lufkin Extra Board and outlying vacancies on regular assignments will be as follows:

- |     |                    |            |
|-----|--------------------|------------|
| (1) | Nacogdoches, Texas | 45 minutes |
| (2) | Leggett, Texas     | 60 minutes |
| (3) | Palestine, Texas   | 90 minutes |

**Section 3:** It is understood and agreed, this Extra Board will be guaranteed pursuant to existing agreements; however, a Supplemental Extra Board will **not** be assigned at or in connection with the Combination Extra Board at Lufkin, Texas.

**Section 4:** Nothing in this agreement shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to, yard crews performing hours of service relief within the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

**Section 5:** (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform herewith.

(b) Either party upon serving 30 days written notice to the other may cancel this Agreement. Should a cancellation notice be served, the parties

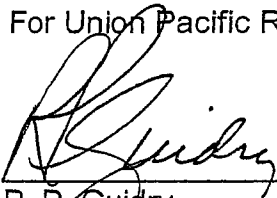
agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.

Signed this 18th day of June 2004.

For UTU

For Union Pacific Railroad

  
\_\_\_\_\_  
L. R. Bumpurs  
General Chairman

  
\_\_\_\_\_  
R. P. Guidry  
Director - Labor Relations

  
\_\_\_\_\_  
D. L. Hakey  
Vice-President - UTU

UNION PACIFIC RAILROAD COMPANY



April 1, 2005  
File 110.61.6 (250)

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Dear Sir:

This refers to our March 24, 2005 conference wherein we discussed the disputed boundaries of the Combination Road/Yard Extra Board at Brownsville, Texas.

Relating thereto, it is agreed the following will be added to Article V, Section A of the Houston Hub Implementing Agreement dated June 11, 1997 as Item 10 reading:

**10. Brownsville.** One Combination Conductor, Brakemen, Yardmen Extra Board to protect all local service, road switcher service (TSE), and/or yard service originating and/or assigned at Olmito Yard and/or Brownsville, Texas. The on and off duty point for the Brownsville Extra Board shall be Olmito Yard. If the Brownsville Extra Board is exhausted, trainmen from the Kingsville Extra Board may protect these vacancies. If there is not sufficient extra work to support at least one assignment on the Brownsville Extra Board, the Carrier may temporarily discontinue the Brownsville Extra Board and protect extra work outlined in this Section 10 from the Kingsville Extra Board until the work increases and the position(s) can be re-established.

If this accurately reflects our understanding please indicate by signing in the space provided.

Respectfully,

A handwritten signature in cursive script, appearing to read "R. P. Guidry".

R. P. Guidry  
Director - Labor Relations

Agreed:

A handwritten signature in cursive script, appearing to read "L. R. Bumpurs".

L. R. Bumpurs  
General Chairman - UTU

# MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD

For the former IGN territory

And the

UNITED TRANSPORTATION UNION

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## LLOYD GUARANTEED COMBINATION ROAD EXTRA BOARD

---

IT IS AGREED

**Section 1:** The Carrier may establish a Guaranteed Combination (Conductor/Brakeman) Extra Board at Spring, Texas (Lloyd Yard) to protect train service vacancies on the following assignments and territory:

- (1) Zone 3 TSE and local assignments at Lloyd Yard.
- (2) Zone 3 TSE assignments at Westfield, Texas.
- (3) Zone 3 TSE assignments called as extra jobs at Lloyd Yard or Westfield, Texas.

**Note 1:** The Zone 3 Extra Board at Houston may be required to supplement the Extra Board at Lloyd Yard if the Lloyd Extra Board is exhausted. When extra employees from Houston are used to supplement the Extra Board at Lloyd Yard, such service shall be on a *trip for trip basis*.

**Note 2:** The Extra Board at Lloyd Yard will not be required to supplement the Zone 3 Extra Board at Houston.

**Section 2:** It is understood and agreed, this Extra Board will be guaranteed pursuant to existing *conductor/brakemen* agreements; however, a Supplemental Extra Board **will not be assigned** at Lloyd in connection with the establishment of this Combination Extra Board.

**NOTE:** The total combined number of employees on the Zone 3 Extra Board at Houston and the Extra Board at Spring, Texas (Lloyd Yard), will be utilized in determining the number of positions assigned to the Houston Zone 3 Supplemental Extra Board (ST23).

**Section 3:** Nothing in this agreement shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to, yard crews performing hours of service relief within the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal (and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

Section 4: (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform herewith.


(b) Either party upon serving thirty (30) days written notice to the other may cancel this Agreement. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.

**Signed this 3rd day of November 2006.**

**For United Transportation  
Union:**

**For Union Pacific Railroad:**

  
\_\_\_\_\_  
**L. R. Bumpurs**  
**General Chairman**

  
\_\_\_\_\_  
**S. F. Boone**  
**Director - Labor Relations**



**MEMORANDUM OF AGREEMENT**  
**Between the**  
**UNION PACIFIC RAILROAD COMPANY**  
**And the**  
**UNITED TRANSPORTATION UNION**  
**(IGN)**

---

**GALVESTON GUARANTEED COMBINATION ROAD/YARD EXTRA BOARD**

---

**IT IS AGREED:**

**Section 1:** The Carrier may establish a Guaranteed Combination (Conductor/Brakeman/Switchman) Extra Board at Galveston, Texas to protect the following assignments and territory:

- (1) Local, road switcher (TSE) and/or yard assignments originating and/or assigned at Galveston, Texas.
- (2) Local, road switcher (TSE) and/or yard assignments originating and/or assigned at Webster, Texas.

**Note 1:** In the event the Galveston extra board is exhausted, the Houston Zone 3 Extra Board will protect assignments at Galveston and Webster.

**Note 2:** The Extra Board at Galveston will not be required to supplement Extra Boards at Houston.

**Section 2:** The allotted travel time between the Galveston Extra Board and assignments at Webster will be sixty (60) minutes.

**Section 3:** It is understood and agreed, this Extra Board will be guaranteed pursuant to existing agreements; however, a Supplemental Extra Board will **not** be assigned at or in connection with the Combination Extra Board at Galveston, Texas.

**Section 4:** The provisions of the controlling guaranteed extra board agreement shall govern the operation and administration of the Galveston extra board.

**Section 5:** Nothing in this agreement shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to, yard crews performing hours of service relief within the road/yard zone, pool freight crews performing combined service and deadheads between terminals, pool freight crews performing turnaround service at the away from home terminal and/or Traveling Switch Engines (TSE) working within their assigned limits (radius or straightaway).

**Section 6:** (a) This Agreement signed at Spring, Texas will not prejudice the position of either party, will not be referred to in connection with any other case, Agreement (Local or National), or dispute resolution and supercedes all other rules, agreements, and practices to the extent necessary to conform therewith.

(b) Either party may cancel this Agreement by serving thirty (30) days' written notice to the other party. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating its cancellation.

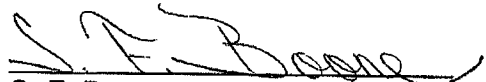
Signed this 25th day of January, 2010.

United Transportation Union

Union Pacific Railroad Company



L. R. Bumpurs  
General Chairman, UTU



S. F. Boone  
Director – Labor Relations

65-4  
20



January 4, 2010

140.40-18  
S 1940-1  
S 1940.70-1

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 77388

Dear Sir:

This refers to the parties' Letter of Understanding dated January 12, 2009, and our recent discussions relating thereto regarding a continuation in the suspension of Article XII (Termination of Seniority) of the 1985 UTU National Agreement.

The January 12, 2009 Letter of Understanding sets forth, in relevant part, "...the parties' agreement to suspend application of Article XII of the 1985 UTU National Agreement until February 1, 2010." Additionally, said Letter of Understanding extended its application retroactively to any employee furloughed subsequent to September 1, 2007.

As we have discussed, it would appear to be in the parties' best interests to continue the suspension of Article XII. Accordingly, this letter shall confirm our agreement to extend the terms of the January 9, 2009 Letter of Understanding until March 1, 2011.

If the foregoing properly and accurately reflects our understanding regarding this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,

S. F. Boone  
Director - Labor Relations

**AGREED:**

L. R. Bumpurs  
General Chairman, UTU

B. The guarantee for Extra Boards under Item (A) above shall be as follows:

- (1) \$1940.22 per pay period which equates to 1800 miles at the conductor's basic local rate of pay.

**Note:** Employees assigned to a guarantee board for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the Board during a pay period. Employees going to or from the Board at their option (seniority move) will be allowed one guarantee day for each 24 our period they are on the Board. Employees reduced from the Board by the Carrier reducing the Board will be allowed one guarantee day for each 24 our period or portion thereof they are on the Board. Guarantees are subject to wage increases.

C. New hires shall have their guarantee established in Item (B) above reduced by the percentage applicable to the employees earnings in Article IV, Section 6 of the October 31, 1985 National Agreement.

D. Payment of the guarantee shall be made on the payroll half for the payroll period in which the guarantee payment was incurred.

E. The Carrier shall regulate the number of employees on the Guaranteed Extra Boards, but the Company shall ensure that a sufficient number of employees are on the Board to maintain the average mileage between 1650 and 1950 per pay period. Should mileage fall below 1650, the Carrier may abolish the last position until mileage again increases to 1650 or above. Such Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Tuesdays.

F. (1) All earnings, except penalty time claims, received by employees assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee. A guaranteed Extra Board employee missing call or not available for service when first out will have the guarantee reduced by the amount he would have earned had he not missed call or been available for service, with a minimum reduction of one guaranteed day.

(2) Employees assigned to a Guaranteed Extra Board who miss a call when other than first out will have their guarantee reduced by one day for each 24 hour period or portion thereof they are off the Board.

**Example:** Conductor A is first out and Conductor B is second out. Conductor A missed call for 7:00 a.m. local. Conductor B also missed call for 7:00 a.m. local. Conductor A's guarantee is reduced under the provisions of (1) above and Conductor B's guarantee is reduced under the provisions of (2) above.

(3) Employees marking off will not lose their place on the Board unless they are not available at call time. At call time, employees in marked off status will be removed from the Board and will forfeit one day's guaranteed for each 24 hour period or portion thereof they are laid off from time they first marked off.

**Note:** Employees marking off will not have their names removed from the extra board until call time when they are first out. Code-a-phone will indicate employees in marked off status.

(4) An employee assigned to a Guaranteed Extra Board who in (sic) unavailable for more than two (2) occurrences per pay period will forfeit his guarantee for the pay period.

G. Conductors' Guaranteed Extra Boards established at the request of the General Chairman shall remain in effect until amended or abolished by the provisions of the Railway Labor Act or by mutual agreement between the parties.

H. Signed at Houston, Texas, this first day of December, 1988.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ R. R. Gentry  
/s/ T. L. Wilson, Sr.

## **ARTICLE 28 PILOTING SERVICE**

### **Section A.**

Conductors will have the right to all piloting service, and will receive through freight conductors' pay for the same. In cases of emergency, where conductors are not available, it is understood that other competent employees may be used. An employee cannot claim promotion on account of piloting or emergency running.

### **Section B.**

Each foreign line train piloted will be considered a separate trip.

## **ARTICLE 29 RIGHTS TO YARD SERVICE**

Trainmen cannot claim rights to yard service; neither is it compulsory to do yard work, except pilot's position at Fort Worth will be given to conductors, the assignment to be made by bulletin, in line with Article 32 of Section A of this agreement. Salary engine foreman rate.

## **ARTICLE 30 INTERDIVISIONAL (ID) SERVICE**

### **January 27, 1972 National Agreement Article XII - Interdivisional (ID) Service**

**Note:** As used in this Agreement, the term interdivisional (ID) service includes interdivisional (ID), interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, subject to the following procedure.

### **Section 1.**

With respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended the carriers may proceed as follows:

- (a) A letter of intent setting forth the particulars of the service to be established will be served on the organization, provided that not more than 2 such letters of intent are permitted to be pending concurrently and that each letter of intent may involve no more than three (3) separate proposed operations.
- (b) A meeting will be held within ten days of the date of the letter of intent, attended by representatives of the Railway Company and the General Committee or Committees, and a "Task Force" will be appointed for the purpose of meeting and discussing the details of operation of the runs specified in the carrier's letter of intent, and reach an agreement if possible. The Railway Company and the General Chairman or General Chairmen may each designate representatives to serve on the "Task Force."
- (c) During a period of thirty (30) days following the date of the letter of intent the Task Force will discuss the details of operation and working conditions of the proposed runs but if the parties are unable to agree, at the end of the thirty (30) day period the run or runs will be operated on a trial basis until completion of the procedures referred to in paragraphs (e) and (f).

- (d) Subsequent to the thirty (30) day period in which the operation is discussed by the Task Force, the assignments will be placed in effect and operated by the carrier on the basis of working conditions referred to in Section 3 for a test period of sixty (60) days.
- (e) At the end of the sixty (60) day period referred to in Paragraph(d) the parties will hold conferences for the purpose of negotiating an agreement to cover the Operation of the interdivisional (ID) assignments.
- (f) If the parties have not reached agreement within thirty (30) days following the sixty (60) day test period, the matter will be submitted to the ranking labor relations officer of the Railway Company and a vice president of the UTU for disposition. If not disposed of within thirty (30) days by them, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. Decision of the Arbitration Board will be made within 180 days after the date of the letter of intent referred to in Paragraph(a).

## **Section 2.**

With respect to runs which an individual carrier proposes to operate through a home terminal or home terminals of the run or runs it proposes to extend pursuant to this Article, the following procedures will be followed:

- (a) The carrier may serve notice of intent to establish a rule under which such runs may be established. Within ten (10) days of receipt of such notice by the organization, its authorized representatives and those of the carrier shall meet for the purpose of establishing conditions, consistent with the minimum requirements of Section 3 of this article, to be included in such a rule. If agreement is not reached by those representatives within ninety (90) days of the notice of intent, the matter will be referred to a Task Force for final and binding determination of such conditions.

The Task Force shall consist of 1 member to be appointed by the management of the individual carrier, 1 member appointed by the organization and one (1) neutral member to be appointed by the National Mediation Board. The decision of this Task Force prescribing the conditions under which such runs may be established consistent with the minimum requirements of Section 3 of this Article shall be made within one hundred eighty (180) days of this notice of intent.

In its decision the Task Force shall include among other matters decided the provisions set forth in Article XIII of this Agreement for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule, and in addition may give consideration to whether or not such rule should contain a provision that special allowances to home owners should be included because of moving to comparable housing in a higher cost real estate area.

- (b) Upon establishment of the rule provided for in Paragraph(a) above the carrier may serve a letter of intent on each affected General Chairman of its intention to establish such runs. The carrier may have no more than two (2) letters of intent pending concurrently and each letter of intent may involve no more than three (3) proposed operations. Within ten (10) days of the date of the letters of intent provided for herein the authorized representatives of the carrier and the organization will appoint a Task Force to discuss and agree upon the details of operation and working conditions of the proposed run or runs, but if the parties are unable to agree within thirty (30) days of the date of the letter of intent, the matter will be submitted to arbitration for final and binding decision in accordance with the Railway Labor Act. The decision of the Arbitration Board will be made within sixty (60) days of each letter of intent provided for herein.

## **Section 3.**

Reasonable and practical conditions shall govern the establishment of the runs described above including but not limited to the following:

- (a) All miles run over one hundred (100) miles shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.

- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed a \$2.00 meal allowance after four (4) hours at the away from home terminal and another \$2.00 allowance after being held an additional eight (8) hours.
- (d) In order to expedite the movement of interdivisional (ID) runs, crews on runs of one hundred (100) miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than one hundred (100) miles, the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than one hundred (100) miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

**Section 4.**

interdivisional (ID), interseniority district, intradivisional or intraseniority district service in effect on the date of this Agreement is not affected by this rule.

**Section 5.**

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional, interseniority district, intradivisional or intraseniority district service where restrictions did not exist prior to the date of this Agreement.

**October 31, 1985 National Agreement**

**Article IX - Interdivisional (ID) Service (National ID)**

**Section 1 - Notice**

An individual carrier seeking to establish interdivisional (ID) service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

**Section 2 - Conditions**

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

- (a) Runs shall be adequate for efficient Operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
- (b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.  
(Modified by May 8, 1996 National Agreement)
- (c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

**Note:** Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- (d) On runs established hereunder crews will be allowed a \$4.15 meal allowance after four (4) hours at the away from home terminal and another \$4.15 allowance after being held an additional eight (8) hours.
- (e) In order to expedite the movement of interdivisional (ID) runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

- (f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

### **Section 3 - Procedure**

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of twenty (20) days following the date of the notice. If they are unable to agree, at the end of the 20 day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

### **Section 4 - Arbitration**

- (a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under Railway Labor Act, as amended, within thirty (30) days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.
- (b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional (ID) service in the particular territory involved in each dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional (ID) service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one (1) year following the date of said award, except by consent of the organization party to said arbitration.

### **Section 5 - Existing Interdivisional (ID) Service**

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

### **Section 6 - Construction of Article**

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional (ID) service where restrictions did not exist prior to the date of this Agreement.

### **Section 7 - Protection**

The provisions of Article XIII of the January 27, 1972 National Agreement shall apply to employees adversely affected by the application of this Article.

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This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article XII of the January 27, 1972 National Agreement shall not apply on any carrier on which this Article becomes effective.

**Side Letter #10**  
October 31, 1985  
(ID - Basic Day)

Mr. Fred A. Hardin

This confirms our understanding with respect to Article IX, Interdivisional (ID) Service of the Agreement of this date.

On railroads that elect to preserve existing rules or practices with respect to interdivisional runs, the rates paid for miles in excess of the number encompassed in a basic day will not exceed those paid for under Article IX, Section 2(b) of the Agreement of this date.

Please indicate your agreement by signing in the space provided below.

I agree:  
/s/ Fred A. Hardin

/s/ C. I. Hopkins, Jr.



**Memorandum of Agreement**  
**(ID Fort Worth/Houston to Taylor via Valley Junction)**  
**April 12, 1972**

Pursuant to the provisions of Article XII, Section 1, of Mediation Agreement A-8830 effective January 27, 1972 between the United Transportation Union (UTU) and the National Carriers' Conference Committee (NCCC); and the notice served by the carrier by letter dated February 14, 1972 to establish interseniority freight service from Fort Worth and Houston to Taylor via Valley Junction, it is hereby agreed that the following conditions shall govern this operation.

**Article 1.**

- a. All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- b. When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- c. Crews will be allowed a \$2.00 meal allowance after four (4) hours at the away from home terminal and another \$2.00 allowance after being held for an additional eight (8) hours.
- d. In order to expedite the movement of interdivisional runs crews on runs of one hundred (100) miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than one hundred (100) miles the carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than one hundred (100) miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

**Article 2.**

- a. A pool of crews of the Fort Worth Subdivision will be assigned by bulletin to operate in thru freight service between Fort Worth and Taylor with home terminal at Fort Worth. Employees assigned to these runs will be guaranteed 3200 miles per month. This guarantee will be prorated in accordance with the number of days they are in the pool.

Any adjustment made in the number of crews assigned in this pool will be made at 12:00 A.M.

- b. Three (3) crews will be assigned by bulletin to operate between Taylor and Settegast Yard in pool freight service with home terminal at Taylor. Crews assigned to these runs will be guaranteed 3000 miles per month.
- c. Arbitraries shall not be considered in making up guarantees.

**Article 3.**

The Crest and Bowl Yards at Centennial Yard are the designated on and off duty points at Fort Worth. If any member of these crews goes on duty at one of these yards on an outbound trip and is tied up at the other on the return trip he will be furnished transportation back to the yard at which he went on duty, if he so requests.

**Article 4.**

Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up.

**Article 5.**

(Abolished by Houston Hub Agreement)

**Article 6.**

Crews assigned under Article 2 shall not be required to perform station switching and shall be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate for each intermediate station in

excess of three (3) where they are required to set out and/or pick up cars. Crews in this service held for connection at any intermediate station in excess of thirty (30) minutes shall be paid for all time so held at pro rata rate.

**Article 7.**

The Carrier shall maintain records of all trips run by Fort Worth Subdivision crews over the Palestine Division between Valley Junction and Taylor and between Spring and Settegast Yard and trips run by Palestine Division crews over Fort Worth Subdivision between Spring and Valley Jct. Such account of records will be furnished to the local chairmen of each subdivision and the general chairman January 1 and July 1 of each year so that a proper proration of mileage may be maintained. Mileage equalization shall be at intervals requested by the Union but not more often than every six (6) months. All miles due the Palestine Division by the Fort Worth Subdivision will be run off on the runs established under Article 2(b) of this agreement.

**Article 8.**

Crews assigned to this service under Article 2(a) will lay off and report for service at Fort Worth and such crews will be given a three (3) hour call for service at the expense of the company.

**Article 9.**

Wrecker trains will be manned by employees from the Subdivision on which the wreck occurs, except in case of an emergency where a wrecker from the other seniority district is used, and employees from the seniority district on which the wreck does not occur may handle the wrecker to and work at the wreck until employees (who will be sent promptly at the time the employees are called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the employees handling the wrecker, the employees entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other crew began operation.

Crews in this interseniority district service will not be used in work, construction or local service. Such work will be confined to the individual seniority districts under applicable agreements.

**Article 10.**

Crews assigned to service under Article 2(b) of this agreement shall lay off and report for service at Taylor and such crews will be given a three (3) hour call for service at the expense of the company. Vacancies for Fort Worth Subdivision crews assigned under Article 2(a) will be filled by Fort Worth Subdivision men from the extra board at Fort Worth. Vacancies for Palestine Division crews assigned under Article 2(b) will be filled by Palestine Division men from the extra board at Palestine.

This agreement signed at Fort Worth, Texas, this 12th day of April 1972, superseding the agreement of March 16, 1972, covering this interseniority district service.

**Memorandum of Agreement**  
March 19, 1980  
(Taylor ID First In / First Out)

With respect to pooled freight crews run around on line of road between terminals, it is agreed that Article 15, Section A, of the former IGN Agreement will be modified to the following extent as it applies to such crews in the Interdivisional (ID) freight pool assigned to operate between Taylor and Houston, and pool crews assigned to operate between Fort Worth and Taylor.

1. Pooled freight crews operating from Taylor to the away from home terminal (Houston), or pooled freight crews operating from Fort Worth to the away from home terminal (Taylor), will be marked up for subsequent service out of the away from home terminal in the same order as they departed Taylor or Fort Worth subject to the provisions of Article 15, Section C, and Article 21, Section A.
2. Such crews, when operating from Houston to Taylor, will be marked up for subsequent service at Taylor in the same order as they departed Houston subject to the provisions of Article 15, Section D.

3. Such crews, when operating from Taylor to Fort Worth, will be marked up for subsequent service at Fort Worth in the same order as they departed Taylor subject to the provisions of Article 15, Section D.

This Agreement signed at Omaha, St. Louis, Missouri, this 19th day of March, 1980, and shall become effective April 1, 1980, and remain in effect until cancelled on fifteen (15) days written notice by either party to the other without following the procedures of the Railway Labor Act.

**Memorandum of Agreement  
Interdivisional (ID) Service Mileage Equalization  
(Taylor/Houston, Ft. Worth/Taylor, Ft. Worth/Houston)  
August 25, 1993**

This is agreed to between Locals 937 and 524.

That in lieu of keeping mileage records between the two locals that there will be a advantage with crews in favor of Local 524; meaning that when the RT62 (Ft. Worth to Taylor via Valley Junction) is assigned, in order to make it equal, Local 937 will give Local 524 one of their crews, in the RT51 Pool.

When this pool is not operating then crews will be assigned on the RT51 (Taylor to Houston via Valley Junction), on an odd and even basis. Local 524 will be assigned to the odd number crews, while Local 937 will be assigned the even crews.

The Local Chairmen assigned to these Locals will meet September of each year to discuss and make any adjustment if needed.

This Agreement signed in Houston, Texas on August 25, 1993.

/s/ L W. Parsons, Sr. (524)  
/s/ V. G. Valentine (524)

/s/ G. L. Brown (937)  
/s/ J. L. Tucker (937)

**Memorandum of Agreement  
July 18, 1997**

\*\*\*\*\*  
**CONSOLIDATION of FORT WORTH/TAYLOR THRU FREIGHT (POOL) SERVICE**  
\*\*\*\*\*

Two (2) separate through freight pools are maintained to protect Carrier's train operations between Fort Worth and Taylor, Texas. The first pool, commonly referred to as the "RT61" pool, operates between Fort Worth and Taylor via Temple, Texas. The second pool, commonly referred to as the "RT62" pool, operates between Fort Worth and Taylor via Valley Junction, Texas. The impact of increased train volumes in this corridor and the need to maintain service commitments to shippers frequently and increasingly compels Carrier to operate trains in both pools interchangeably via either Temple or Valley Junction. In an effort to address issues arising as a result of such routings, and pursuant to Carrier's notice dated June 23, 1995, the parties hereto have agreed to consolidate the above-referenced pools.

Accordingly, **IT IS AGREED:**

- I. Existing agreements and arrangements governing pool freight service between Fort Worth and Taylor are hereby modified as set forth below:
  - A. (1) The two (2) existing pools protecting through freight service between Fort Worth and Taylor (Fort Worth - Taylor via Temple ("RT61") and Fort Worth - Taylor via Valley Junction ("RT62")) will be eliminated. In place thereof, a single pool for Fort Worth - Taylor through freight operations will be established.

**Note:** This will be a single pool with alternative routings between the home and away from home terminals; i.e., Fort Worth - Taylor via Temple and Fort Worth - Taylor via Valley Junction. The decision(s) to route trains via Temple or Valley Junction will be made at the sole discretion of the Carrier.

- (2) Regularly assigned and extra crewmen working between Fort Worth and Taylor in this pool may operate either via Temple or Valley Junction.

B. Except as specifically set forth in this Agreement, pool freight service established pursuant to this Agreement will be governed by the terms and conditions of the "Agreement Between Missouri Pacific Railroad Company (Gulf) and United Transportation Union (C,T&E)," dated April 12, 1972, as amended by applicable local and National Agreement provisions (hereinafter "April 12, 1972 Agreement") (copy attached).

**Note:** The incorporation of the April 12, 1972 Agreement, as amended, will not in any manner be interpreted to supersede applicable National Agreement provisions or existing local agreements and/or arbitral precedents. The purpose of this Agreement is to simply consolidate the two (2) Fort Worth -Taylor through freight pools. Except as specifically set forth herein, it is not the parties intent to otherwise modify the rights and/or obligations of either party in connection with the operation of the single pool.

- C (1) All miles run in excess of miles encompassed in the basic day will be paid at the rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date and adjusted in accordance with Article I, Section 8 of the May 8, 1996 Award of Arbitration Board No.559 (1996 National Agreement (UTU)). Car scale additives will apply to mileage rates calculated in accordance with this provision.

- (2) Regularly assigned and extra crewmen working in the Fort Worth - Taylor pool will be paid overtime in accordance with Article IV of the November 1, 1991, Implementing Document (1991 National Agreement (UTU)).

**Note:** It is understood that in the application of Article IV of the 1991 National Agreement (UTU), the miles paid for employees working the Fort Worth - Taylor runs, as set forth in the table in Section E of this Agreement, will be utilized as "... the miles of the trip..." when calculating "... the number of hours that must lapse before overtime begins on a trip in through freight ....service...."

D. In lieu of Article 1, Sections (c) and (d) of the April 12, 1972 Agreement, meal allowances and eating enroute for regularly assigned and extra crewmen in this Fort Worth - Taylor pool will be governed by Sections 2(d) and 2(e) of Article IX of the October 31, 1985 National Agreement (UTU).

E. The mileage paid regularly assigned and extra employees working between Fort Worth and Taylor in this consolidated pool will be as set forth in the table below:

Route	Commencing	Ending	Pay Miles*
Fort Worth - Taylor via Valley Junction	October 1, 1997	-	206
Fort Worth - Taylor via Temple	October 1, 1997	September 30, 2002	206
Fort Worth - Taylor via Temple	October 1, 2002	September 30, 2003	187
Fort Worth -Taylor via Temple	October 1,2003	-	168

\* - Subject to verification.

(The above table replaces and supersedes the original table set forth in Article I, Section E, of this July 18, 1997 Memorandum of Agreement.)

- F. (1) If turnaround service or hours of service relief (dogcatching) is to be called out of Fort Worth for a train being handled by a regular or extra crewman working in this consolidated pool, said crew will be called from the applicable Fort Worth South extra board in Fort Worth.
- (2) (a) If turnaround service or hours of service relief (dogcatching) is to be performed out of Taylor for a train between Fort Worth and Valley Junction or between Fort Worth and Taylor (via Temple), the first out rested crew in this pool (regular or extra) at Taylor will be used.
- (b) If the first out rested crew in this consolidated pool at Taylor is utilized for turnaround service or hours of service relief (including multiple dogcatches), said crew will, upon completion of its tour of duty, be deadheaded to Fort Worth.
- (c) If turnaround service or hours of service relief (dogcatching) is to be performed out of Taylor for a train between Taylor and Valley Junction, the first out rested Palestine crew (regular or extra) at Taylor will be used. Nothing herein shall preclude Carrier from also dogcatching a train between Valley Junction and Taylor with a crew out of Palestine or by using a crew from the consolidated Fort Worth - Taylor pool deadheading in combination with service.
- (3) Nothing in this Section F will be interpreted to prevent the use of other employees to perform work currently permitted by other agreements; i.e., yard crews performing hours of service relief within the road/yard service zone, ID or other road crews performing combined service and deadheads between terminals, TSE's handling trains within their zones, etc.
- (4) When tied up on line road between terminals, crews in this service will be deadheaded, except in cases of emergency or acts of God, to the terminal to which headed.
- II. In exchange for the miles paid to crewmen working in this consolidated pool (both regularly assigned and extra employees), as set forth in the table in Article I, Section B of this Agreement, the provisions of Article XIII (Protection of Employees) of the January 27, 1972 National Agreement will not apply to employees adversely affected by the application of this Agreement. In connection therewith, it is understood the Organization will not progress claims of any type or nature for protection under the above-referenced provisions by, or in behalf of, any Carrier employees.
- Note:** The provisions of Section II, above, are intended to apply only to employee protective conditions for which an employee may be entitled to receive as a result of the Carrier's notice of June 23, 1995 and the implementation of this Agreement. Specifically, it is intended the provisions set forth in Articles I and II of this Agreement shall fulfill any and all employee protection obligations of the Carrier under Article XIII of the January 27, 1972 National Agreement. The application of this Section II is not intended to otherwise restrict or bar employees from possible entitlement to the benefits under another employee protection agreement or arrangement. In particular, it is understood this arrangement does not affect an employee's possible entitlement to protection pursuant to the provisions of New York Dock in connection with implementation of the UP/SP merger.
- III. (1) The Carrier will give the General Chairman not less than fifteen (15) days' advanced written notice of its desire to implement this Agreement.
- (2) The appropriate Carrier and UTU officials will work together to devise an efficient and expedient method for implementing this Agreement. The method so devised will, to the greatest extent possible, minimize disruption(s) to Carrier's train operations and its employees.

- IV. (1) This Agreement will serve to satisfy the Carrier's notice of June 23, 1995, served pursuant to Article XII of the January 27, 1972 National Agreement and Article IX of the October 31, 1985 National Agreement (UTU).
- (2) This Agreement may be canceled by either party by the serving of a sixty (60) day advanced written notice upon the other party.
- (3) In the event such notice is served, the following will apply upon termination of this accord:
- (a) The parties will meet within ten (10) days to discuss the reasons underlying the serving of the notice. In the event the parties are unable to resolve the issues, the parties will jointly develop a plan for reinstating pool freight service in accordance with previously existing agreements upon termination of this accord.
  - (b) Those agreement provisions governing the terms and conditions of pool freight service between Fort Worth and Taylor via Temple and/or Valley Junction which existed immediately prior to implementation of this Agreement will be reinstated. Accordingly, pool freight operations between Fort Worth and Taylor via Valley Junction will be governed by the April 12, 1972 Agreement and pool freight operations between Fort Worth and Taylor via Temple will be governed by existing rules governing pool freight district service. None of the provisions of this Agreement will remain in effect subsequent to the termination of this accord and the concurrent reestablishment of pool freight service under the previously existing arrangements.
  - (c) The Carrier retains the right to again serve notice under Article XII of the January 27, 1972 National Agreement (Mediation Agreement, Case A-8830) and/or Article IX of the October 31, 1985 National Agreement (UTU) to establish interdivisional service between Fort Worth and Taylor. It is expressly understood that in the event this Agreement is canceled, the Carrier is not barred from serving a new notice to establish interdivisional service between Fort Worth and Taylor via both Temple and Valley Junction. Such right may be exercised at any time.
- (4) The terms and conditions of this Agreement were negotiated by the parties to address a unique set of circumstances. Thus, the parties handling of this matter and the provisions of this Agreement are to be considered as being made without prejudice to any position(s) adopted by either party and will not be cited by either party for any reason in any future forum or proceeding. Moreover, the parties handling of this matter will not constitute a precedent for addressing such or similar issues.
- V. (1) In the event the provisions of existing Agreement rules conflict with the terms and intent of this Agreement, this Agreement will apply.
- (2) All agreements, interpretations, arbitral precedents, etc. not specifically amended by this accord are not to be considered as affected or modified by the provisions of this Agreement.

Signed this 18th Day of July, 1997 in Houston, Texas.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister  
/s/ A. Terry Olin

Memorandum of Agreement  
~~May 1, 1995~~  
(Houston/Livonia ID Agreement)

*typographical errors  
Should read  
March 15, 1995*

(Note: Certain articles and sections in this agreement were modified by the June 11, 1997 Houston Hub Agreement and the March 30, 1998 IGN Import Agreement. These changes are reflected below.)

Pursuant to Article "INTERDIVISIONAL SERVICE," of the October 31, 1985, National Agreement, the parties have agreed to establish pool freight service between the following points.

<b>Territory</b>	<b>Home Terminal</b>	<b>Thru</b>	<b>Miles</b>
1. NLR-Monroe	NLR	McGehee	200
2. Monroe-Livonia	Monroe	Alexandria	176
3. Monroe-Rodemacher	Alexandria	Alexandria	111
4. Monroe-Kinder	Monroe	Alexandria	157
5. Monroe-Alexandria	Alexandria		95
6. Shreveport-Livonia	Shreveport		202
7. Houston-Livonia	Houston	DeQuincy	243
8. Houston-Kinder	Houston	DeQuincy	165
9. Houston-Alexandria	Houston/Alexandria	DeQuincy	228
10. Amelia-Alexandria	Amelia/Alexandria	DeQuincy	156
11. New Orleans-Livonia	New Orleans		206 (when run NO-Livonia- NO)

**Section 1. Home Terminal.**

The home terminal shall be the terminal identified in the home terminal column of the chart above.

**Section 2. Miles Run.**

The miles run shall be the miles identified in the miles column of the chart above.

Q1: How are the miles determined?

A1: From the middle of one yard to the middle of the other yard. If the mileage is in question, the parties will make a joint check of mile posts.

Q2: May there be different miles from different yards within a terminal?

A2: Yes, miles depend on the yard from which trains depart and/or yarded. For example, Avondale-Livonia miles will be different than Central Ave.-Livonia miles.

**Section 3. Rate of Pay.**

The provisions of the November 1, 1991, National Agreement will apply.

**Section 4. Overtime.**

Overtime will be paid in accordance with Article IV of the November 1, 1991, National Agreement.

**Section 5. Transportation.**

Transportation will be provided in accordance with Section (2)(c) of Article IX of the October 31, 1985, National Agreement (UTU).

**Section 6. Meal Allowance and Eating Enroute.**

Meal allowances and eating will be governed by Section 2(d) and Section 2(e) of Article IX of the October 31, 1985 National Agreement (UTU)

**Section 7. Suitable Lodging.**

Suitable lodging will be provided by the Carrier in accordance with existing agreements.

**Section 8. Turnaround Service/Hours of Service Relief.**

The following shall govern when trains are heading to the following terminals:

- (a) North Little Rock - North Little Rock Extra Board.
- (b) Monroe from North - first out North Little Rock ID crew at Monroe to be used and deadheaded home upon completion of service.
- (c) Monroe from South - Monroe Extra Board.
- (d) Amended by Article D, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Livonia - Use respective first out away from home terminal ID pool and deadhead home upon completion of trip. If Houston origin train does not reach Opelousas, then use DeQuincy Extra Board (or Beaumont extra board if DeQuincy extra board is exhausted)."
- (e) Amended by Article D, Section 2 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Alexandria - DeQuincy extra board (Beaumont extra board if DeQuincy extra board is exhausted)."
- (f) Rodemacher - first out Alexandria pool crew to finish assignment and then take train to Monroe.
- (g) Amended by Article D, Section 3 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Amelia - DeQuincy Extra Board (Beaumont extra board if DeQuincy extra board is exhausted) if beyond Opelousas."
- (h) Amended by Article D, Section 4 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Houston - If west of Amelia, use Houston extra board, and if at Amelia or west of Opelousas, use DeQuincy extra board (Beaumont extra board if DeQuincy extra board is exhausted) and deadhead home."
- (i) Shreveport - first out Shreveport ID pool then to the bottom of the pool.
- (j) Avondale - first out Avondale ID pool then to the bottom of the pool.
- (k) Added by Article D, Section 5 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Lafayette - Use respective first out away from home terminal pool crew and deadhead home upon completion of trip. If Houston origin train does not reach Kinder or Iowa Junction, then use DeQuincy Extra Board (or Beaumont extra board if DeQuincy extra board is exhausted)."

**Note 1:** Nothing in Section 8 above prevents the use of other employees to perform work currently permitted by other agreements; i.e., yard crews performing hours of service relief within the road/yard zone, ID crews performing service and deadheads between terminals, TSE's handling trains within their zones.

**Note 2:** ID crews will not be inducted into work train service .

**Q1:** May ID crews handle cars normally associated with work trains?

**A1:** Yes. The transporting of such cars between terminals or to points en route is not prohibited; however, dumping ballast, unloading ties, etc., shall not be performed by ID crews .



**Section 9. Familiarization.**

Employees will not be required to lose time or "ride the road" on their own time in order to qualify for these runs. The Carrier will determine the number of familiarization trips needed with a minimum of two (2) round trips. Issues concerning individual qualifications should be handled with local operating officers.

- Note 1:** On runs where two (2) seniority districts are run out of the same home terminal, it will be permissible to call a trainman from each seniority district to operate the same train and they may assist each other over that portion of the road with which they are familiar. No runaround shall occur when the second trainman is called in these circumstances.
- Note 2:** It is recognized that during the implementation process, the regulation factor is suspended to enable trainmen to qualify in a timely manner and to protect traffic.
- Note 3:** Trainmen who are assigned to a pool in this service after the implementation period and who are not familiar with the territory will be required to take a familiarization trip(s) with the conductor pilot from the extra board.
- Note 4:** Trainmen, who are assigned to one of the Extra Boards protecting any of this ID service who are not familiar with the territory to be operated over, will be required to make a familiarization trip(s) with a regular pool conductor prior to marking up on the extra board. They will be subject to call when rested and are not tied to the same pool conductor for the entire round trip or additional trips during familiarization. The employee will be paid the greater of the extra board guarantee or the compensation earned during familiarization. The extra board guarantee will begin on the date the employee could mark up except for these trip(s).

**Section 10. Investigations.**

Investigations involving employees in this service will be held at such time and place as will cause as little travel, inconvenience, and loss of time as practicable to all employees involved. If attendance at an investigation required an employee to travel to any point away from his/her home terminal or to a point off his/her seniority district, deadhead mileage over that portion of the run where he/she formerly held no rights will be paid. Compensation for time lost or time for attending the investigation or hearing will be determined under existing agreement rules, provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation shall be included in computing loss of earnings.

**Section 11. Agreement Application.**

Amended by Article D, Section 6 of the IGN Import Agreement of March 30, 1998 to read as follows:

"The following chart identifies the controlling agreement for employees home terminated at the locations referred to for the establishment and use of Extra Boards and provisions governing crew consist and other pool freight rules:

<u>Home Terminal</u>	<u>Controlling Agreement</u>
North Little Rock	MPUL
Monroe	MPUL
Shreveport/Longview	T&P
Houston	IGN
Amelia	IGN
New Orleans	IGN
Alexandria (Road Assignments Operating South)"	IGN

Q1: What extra board and pool freight rules are contemplated by this Section?

A1: Those rules that govern the operation of the pool or extra board; for example, there shall be only

one (1) runaround rule, one (1) call and release rule, one (1) rule on when an extra board employee is marked back up to the board, etc.

**Q2:** Can you give an example of what type of rule is not covered?

**A2:** A New Orleans trainman has a displacement and elects to displace to Monroe, the T&P displacement rule would govern.

**Q3:** What agreement applies at the away from home terminal?

**A3:** The same agreement that applied at the home terminal.

#### Section 12. Pool Service.

Where there are multiple final terminals and one (1) home terminal, service will be protected as follows:

(a) There will be one (1) pool home terminated at Alexandria that will operate between the following points:

- (1) Alexandria - Monroe
- (2) Alexandria - Rodemacher - Monroe
- (3) Alexandria - Houston
- (4) Alexandria - Amelia

(b) There will be one (1) pool at Monroe that will operate between Monroe and Livonia. Monroe-Kinder assignments will be operated off the Monroe extra board unless there is a sufficient number of miles to establish a pool.

(c) There will be one (1) pool at Houston that will operate between the following points:

- (1) Houston - Livonia
  - (2) Houston - Alexandria
- Houston-Kinder assignments will be operated off the Houston extra board unless there is a sufficient number of miles to establish a pool.

**Note 1:** Away from home crews will not be inducted into other service except as provided in Section 8, Turnaround Service/Hours of Service Relief.

**Note 2:** Nothing in this Section or this Agreement restricts combination deadhead and service where no restrictions existed previously. It is, however, the intent to run trains between two (2) terminals with crews that are assigned between these terminals when rested and available and to use other crews whose area encompasses these terminals when regular crews are not rested and/or available.

**Example 1:** The Carrier needs to move a train from Monroe to Alexandria and there are no rested and/or available Alexandria crews. The Carrier may use a Monroe-Livonia crew in combination deadhead and service but not use a North Little Rock crew beyond Monroe.

**Q1:** Where would the Monroe-Livonia crew deadhead to?

**A1:** The crew would deadhead to Livonia, the far terminal.

**Example 2:** If the Carrier needs to move a train from Monroe to Kinder and no Monroe-Kinder crews are rested and available, the Carrier may use an Alexandria crew to bring it to Alexandria and either a different crew in the Houston/Alexandria pool could take it in combination service or an Alexandria extra board crew could take it to Kinder.

#### Section 13. Implementation.

Pool and extra board positions at the home terminals will initially be bulletined for a minimum of fifteen (15) days. All pool and extra board positions will thereafter be filled by applicable agreement.

#### Section 14. Reserve Boards.

Existing reserve board positions at locations from which employees are relocated under this Agreement will also be relocated to an existing reserve board in the same number and the same location as employees are relocated.

#### Section 15. Mileage Regulation/Guarantee.

The pools established by this Agreement shall be regulated in accordance with existing Agreements and practices.

#### Section 16. Seniority.

- (a) Each Seniority District involved will be allocated a percentage of the pools based on the percentage of miles they have prior to the establishment of this service, except as follows:
- (1)(i) When assigning Avondale employees to Shreveport and Avondale and Shreveport employees to Monroe, equity percentages shall be adjusted to reduce cross-moving, i.e., Avondale will get the Shreveport (Rodemacher) percentage at Monroe-Livonia and Avondale will get an equal lesser percentage for Shreveport-Livonia. This arrangement will apply to both pools and extra boards.
  - (ii) The percentage adjustments established in (1)(i), above, for Monroe-Livonia require two (2) separate equity charts. The ratio between Monroe and Avondale shall be 54% Monroe and 46% Avondale when there are less than ten (10) loaded trains in and ten (10) empty trains out of the Rodemacher facility per month for three (3) consecutive months. The ratio shall be 50/50 when there are equal to or more than that number of trains into and out of Rodemacher per month. Monroe shall have the odd numbered slots when the ratio is 50/50 and the specified slots identified on the 54/46 chart.
- (2) Abolished by IGN Import Agreement, March 30, 1998
  - (3) Abolished by IGN Import Agreement, March 30, 1998
  - (4) The Shreveport-Livonia pool shall be operated on a 50/50 basis with Shreveport trainmen holding the odd-numbered positions and Avondale trainmen the even-numbered positions. If the pool operates with an odd number of assignments for six (6) months or more, the Local Chairmen may jointly designate the last odd numbered assignment as an Avondale assignment to equalize miles.
- (b) At Shreveport and Monroe "Avondale" trainmen will be allocated a number of positions on the extra board equal to 38.5% of the number of pool turns that they would be entitled .
- Example 1:** The Monroe - Livonia pool has ten (10) positions with five (5) each to MPUL employees and T&P employees. Two (2) positions ( $38.5\% \times 5 = 1.925$  rounded up to 2) would be added to the MPUL extra board at Monroe.
- Q1. How are T&P positions on the extra board affected by reductions or increases in the board?
  - A1. The T&P positions will only be affected by the number of pool turns they occupy and not by other factors that may affect the Monroe extra board. If the number of pool turns dropped to three (3), then the extra board slots would drop to 1.
- (c) After service of notice as provided in Section 18, the Carrier will bulletin for seniority choice the assignments to each seniority district. Employees bidding on these positions will be assigned based on the percentages in (a) above. Once assigned, the pools and extra boards will run on a first in/first out basis, except as provided in (a)(2) and (a)(3), above.
- (d) When reductions are made or new turns added, the charts attached to this agreement will be used to determine which seniority district will be affected

- (e)(1) At the joint terminals of Monroe and Shreveport, trainmen from either roster may bid or make application for all pool and extra board assignments; however, equity rights shall govern. An employee who is assigned to a non-equity rights assignment is not entitled to relocation benefits.

**Note:** Avondale equity rights are available only to employees on the Avondale system rosters on the implementation date of this agreement and those employees in switchman/brakeman training on the date of this Agreement who have not yet established a seniority date on the implementation date.

- (2) Positions at Monroe and Shreveport not filled by bulletin or application will be force assigned. Equity right Avondale system employees who later have a displacement may displace a non-equity right employee holding an equity right position. Non-equity right Avondale system employees may not bid or displace to Shreveport or Monroe positions.

**Note:** Protected Avondale employees who are not working in the Avondale pool or Avondale extra board when a prior right Avondale position at Shreveport or Monroe is filled by an employee from Shreveport or Monroe shall have their protection suspended on a one for one basis. Protection shall be suspended in junior order of seniority. Protection will be reestablished if the employee later displaces to Shreveport, Monroe, the Avondale pool or the Avondale extra board, or the position not filled by them is reduced.

- Q1. Do the provisions of (e)(1) give Monroe (MPUL) employees the right to bid on assignments at Shreveport?  
A1. No, this refers to MPUL employees bidding on all positions at Monroe and Shreveport employees bidding on all positions at Shreveport.
- Q2. If a MPUL employee is forced assigned to a non-equity assignment at implementation and would otherwise qualify for relocation benefits, would they be entitled to them?  
A2. Yes, but only at implementation. If a vacancy occurs after implementation, then no.
- Q3. If T&P employees do not bid in their equity positions at Monroe and later displace to Monroe, are they then entitled to a relocation allowance?  
A3. No, the later displacement would be considered a seniority move.
- Q4. If an Avondale pool equity position at Monroe goes no bid, who would be force assigned?  
A4. Junior Avondale trainmen on the joint extra board at Monroe. If none, then in accordance with the MPUL Agreement.

#### Section 17. Protection.

- (a) The provisions of Article XIII of the January 27, 1972 National Agreement shall apply to employees adversely affected by the application of this Agreement.
- (b) Affected employees (as defined in (c), below) in active train service on the date of Carrier's notice in Section 18 for the T&P and Gulf and January 1, 1995 for the MPUL in the affected territory covered by this Agreement who are required to change the point of their employment as a result of the implementation of this agreement and are required to move their place of residence (their new reporting point is farther from their residence than their old reporting point and a minimum of thirty (30) miles from their place of residence) will be afforded one of the following options:
- (1) Accept the change of residence benefits provided in Article IX, Section 7 of the National Agreement of October 31, 1985.
- (2) Accept a lump sum of \$26,000 if on April 22, 1994, the employee owns his/her home or is under contract to purchase a home.

- (3) Accept a lump sum of \$8,000 if on April 22, 1994, the employee does not own a home nor is under contract to purchase a home.

If an employee elects Option 2 or 3, such election is in lieu of any and all relocation benefits to which the employee is entitled under Article IX, Section 7 of the National Agreement of October 31, 1985. No employee is entitled to more than one (1) moving allowance as a result of this transaction.

**Note 1:** Employees accepting relocation benefits will be required to remain at the new home terminal, seniority permitting for the following minimums:

five (5) years - MPUL, T&P and Gulf Coast

**Note 2:** Mobile homes will be treated as homes if they are off their wheels and on property owned or under contract to purchase by the employee.

**Note 3:** The options set forth in (b), above, will also apply to an employee who, on implementation date is either out of service (discipline) or on a valid leave of absence, subject to the following:

- (1) The employee was working in train service on the affected territory at the time of the discipline or leave of absence;
- (2) The employee subsequently returns to train service and first performs train service on the affected territory; and,
- (3) The employee makes an election of an option within thirty (30) days of return to service.

**Note 4:** Employees on vacation or short-term lay off during the initial bulletining process for implementing this Agreement will be required to bid/make application at that time and will not be covered by Note 3, above. A General Notice will be issued advising employees of this requirement.

- (c) For the purposes of relocation benefits only, an affected employee shall include an employee who resides at a terminal where extra board and pool positions are reduced due to the implementation of this ID service in accordance with the following guidelines:

- (1) A trainman whose position is not abolished but elects to relocate cannot generate additional relocation benefits to other trainmen.

**Example 1:** Ten (10) positions at Avondale are abolished and five (5) positions each are established at Shreveport and Monroe. A senior trainman working a road switcher at Addis (not affected location) bids in a position at Monroe requiring one of the Avondale trainmen to work at Addis. The senior trainman is not entitled to the relocation benefits but the Avondale trainman is.

**Example 2:** The DeQuincy pool is reduced by 50%. A senior trainman in the pool whose position is not abolished elects to take a Houston pool assignment leaving a vacancy in DeQuincy for one of the junior trainmen. Since only one (1) relocation occurs, the senior trainman is entitled to a benefit.

**Example 3:** An Avondale pool freight trainman whose position is abolished and who is unable to hold pool freight position at Avondale and elects to displace to Livonia with the displaced employee taking a position at Monroe. Both employees are entitled to a benefit since the first displacement was as a result of the implementation of this agreement.

- (2) A trainman whose position is abolished and can remain in the same service with an equal or longer run at their home terminal cannot relocate and receive a benefit.

**Example 4:** A North Little Rock - McGehee pool trainman can stay in North Little Rock and work the North Little Rock - Monroe pool. Should they elect to displace to an Alexandria yard assignment, it is considered a seniority move and they do not trigger a relocation benefit.

**Note 1:** The Alexandria combination pool is not considered equal to or longer than the Alexandria - McGehee run.

**Note 2:** The New Orleans pool is not covered by paragraph (2) above.

- (3) A mileage run off position is not a permanent position for purposes of this Agreement.
- (d) Employees who do not relocate during the initial implementation of this Agreement and who are later required to relocate as a result of this Agreement will be eligible to elect either Option (2) or Option (3), above, subject to the following:
- (1) The employee was hired prior to the date of this Agreement .
  - (2) The employee was working at Alexandria, DeQuincy or McGehee at implementation of this Agreement and remained at that location, seniority permitting, until required to move.
  - (3) The employee's name was placed on an agreed-upon list of eligible employees. The Director of CMS and the involved local chairmen will agree upon this list of eligible employees.
  - (4) The employee makes an election of an option within thirty (30) days of notice to relocate.

Should there be a dispute as to whether the relocation was "as a result of this Agreement," the Organization shall have the burden of proof at arbitration.

**Q1.** What does the term initial implementation refer to?

**A1.** The initial implementation will be phased in to accommodate familiarization and relocation of employees. At the end of implementation, the Carrier will so advise the General Chairmen in writing.

- (e) **Proof of Moving -** For those who select Option (1), before any benefits provided for in this section are paid, the employee must establish a relocation has occurred. A contract to purchase a home at the employee's new location or a long-term (one (1) year) rental/lease agreement shall constitute proof of relocation.

**Q1.** If an engineer is no longer able to hold an engineer's assignment as a result of this agreement and displaces into train service, under what agreement will the engineer be covered?

**A1.** Their monthly protected rate will be established as an engineer. Their displacement and relocation options will be covered under this agreement.

**Q2.** If a pre-November 1, 1985, employee is working as a fireman, is the employee covered by the terms and conditions of this Agreement?

**A2.** Yes.

#### Section 18. Effective Date.

The Carrier shall give the General Chairmen thirty (30) days' written notice of its desire to implement this Agreement.

#### Section 19. Conflict of Agreements.

Unless otherwise specified in this agreement, current agreements will continue to apply.

Signed at Omaha, Nebraska, this 15th day of March, 1995

For the Organization:  
/s/ M. B. Futhey  
/s/ S. B. Rudel  
/s/ L. W. Parsons, Sr.  
General Chairmen

APPROVED  
/s/ A. M. Lankford  
Vice President, UTU

For the Carrier:  
/s/ W. S. Hinckley  
General Director - Labor Relations

/s/ R. D. Meredith  
General Director - Employee

/s/ S. A. Bannister  
Director - Labor Relations

**Side Letter #1**  
**March 15, 1995**  
**(Guarantee and Mileage Regulation)**

As an alternative to the mileage regulation procedures, we discussed a guaranteed pool arrangement. If agreed to by the parties, this side letter will replace Section 15.

Alternate Section 15 - Mileage Regulation Guarantee.

The ID pools established by this Agreement shall be guaranteed as follows:

(a)	North Little Rock/Monroe	\$4700	per month
	Shreveport/Livonia	\$4700	per month
	New Orleans/Livonia	\$4300	per month
	Monroe/Livonia	\$4300	per month
	Alexandria Pool	\$4300	per month
	Houston/Livonia/Alexandria	\$4700	per month

Q1. Is the guarantee calculated on a payroll half basis?

A1. No, the guarantee is calculated on a full calendar month basis.

(b) A Trainman who lays off, misses call, or is unavailable, and misses one (1) or more round trips shall have deducted from their guarantee the dollar amount shown below for each trip so missed.

North Little Rock/Monroe	\$390.00
Shreveport/Livonia	\$390.00
New Orleans/Livonia	\$240.00
Monroe/Livonia	\$300.00
Alexandria Pool	\$240.00
Houston/Livonia/Alexandria	\$470.00

**Note 1:** Employees laying off for paid personal leave or single day vacations and misses one (1) or more trips shall have deducted from their guarantee the difference between the amount calculated above and the amount paid for the absences.

(c) The Board shall be regulated as follows:

(1)	<u>Pool</u>	<u>Monthly Starts</u> <u>Home Terminal</u>
	North Little Rock/Monroe	Between 11 and 13
	Shreveport/Livonia	Between 11 and 13
	Monroe/Livonia	Between 13 and 15
	New Orleans/Livonia	Between 17 and 19
	Alexandria Pool	Between 17 and 19
	Houston/Livonia/Alexandria	Between 9 and 11

**Note 1:** A trip to Houston from Alexandria shall count as two (2) starts for the Alexandria pool.

(2) Each pool shall be regulated no more than once per week on Tuesday.

- (3) Employees in the pool for less than a full calendar month will have their guarantee prorated. The proration will be figured by determining the daily, guaranteed amount and multiplying by the number of days the employee was in the pool.
- (d)(1) The guarantee shall be in force for a period of six (6) months from the implementation date. At the end of the six (6) month period, either party may request a review of the earnings and guarantee payments made during the preceding three (3) months to employees who worked regularly in pool service. Such request must be made in writing and must be made within sixty (60) days after the close of the six (6) month period. The following will apply to the review process:
- (i) If the average earnings above the guarantee or the average guarantee paid per month is less than 10% of the amount in paragraph (a), this alternate Section will remain in force for another six (6) month period and similar review.
  - (ii) If the average earnings above the guarantee or the average guarantee paid per month is greater than 10% of the amount in paragraph (a), the parties will meet to review the guarantee and negotiate adjustments to either the number of starts from the home terminal or the amount of the guarantee to bring the earnings/payments within the parameters of (i) above.

**Example:** There are twenty (20) employees in the pool with a guarantee of \$4,700/month. The Carrier paid an average guarantee for the three previous months as follows:

month 1	-	\$ 500
month 2	-	400
month 3	-	<u>420</u>
Total		\$1,320
3 =		\$ 440

Since the average is less than 10% (\$470), no adjustment is made. (The monthly average was determined by dividing the total guarantee paid by the average number of turns in the pool.)

- (2) Implementation of this alternate Section 15 shall be determined by each pool separately. The involved local chairmen shall give the Carrier fifteen (15) days' written notice of the desire to implement alternate Section 15 for a particular pool.
- (e) This alternate Section 15 may be cancelled by mutual agreement or if the parties are unable to agree on the adjustment method (starts or amount of guarantee) in (d)(i)(ii), above, within sixty (60) days of the written notice in (d)(i), above. Cancellation must be in writing, give at least thirty (30) days' notice and be effective on the first day of a calendar month. Each pool will be treated separately for the purposes of this paragraph.

**Note 1:** It is not the intent of this Section to provide an open cancellation right but to identify certain triggering factors, such as but not limited to:

- (a) The number of starts cannot be adjusted further without interfering with hours of service requirements.
- (b) Changes in wage rules result in this section being impractical.

- (f) The amounts in paragraphs (a) and (b) shall be subject to wage adjustments and the parties will negotiate the adjustments in accordance with national wage adjustments taking into account basic day adjustments and percentages of base miles to frozen overmiles

Q1. Are national lump sum payments (wage or COLA) used in calculating the guarantee?  
 A1. No. The amounts are not used to offset any guarantee nor to adjust the guarantee.



AGREED:  
/s/ M. B. Futhey, Jr.  
/s/ S. B. Rudel  
/s/ L. W. Parsons, Sr.  
General Chairmen, UTU

Yours truly,  
/s/ W. S. Hinckley  
General Director - Labor Relations

**Side Letter #4**  
March 15, 1995  
(Negotiating Position)

This Agreement was entered into as a result of several negotiating sessions in which both parties agreed to terms and conditions that were outside the parameters of Article IX of the October 31, 1985 National Agreement (UTU). Some of these changes also concerned the application and jurisdiction of controlling schedule agreements .

This letter is for the purpose of confirming that neither of the parties has waived any position concerning changes in the National Agreements or system working agreements being within the ambit of Interdivisional (ID) Service negotiations.

This Agreement will not be referred to as precedent by the parties in any venue, including negotiation, arbitration and/or litigation except concerning a claim or grievance arising out of the interpretation of this Agreement.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

AGREED:  
/s/ M. B. Futhey, Jr.  
/s/ S. B. Rudel  
/s/ L. W. Parsons, Sr.  
General Chairmen, UTU

Yours truly,  
/s/ W. S. Hinckley  
General Director - Labor Relations

**Side Letter #10**  
March 15, 1995  
(Livonia Three (3) Hour Call)

Mr. Larry W. Parsons, Sr.

This refers to our discussions concerning calling procedures for crews operating out of Houston. During our discussions you pointed out that in other large metropolitan areas, call times had been increased to three (3) hours to allow employees to get to work in rush hour traffic and live in desirable neighborhoods.

The Carrier understood the concerns raised by your Organization but was concerned that some employees may try to cover Houston assignments while living in DeQuincy thus adding a long drive to their assignment. An extra board employee could not get adequate rest between calls if three-hour drives and three (3) hour calls were involved and this would create an added burden on other employees if it resulted in increased lay offs.

Your local committeemen advised that employees working the extra board would have to live in the Houston area to properly protect the service; however, it would cause more confusion to have differing call times depending on each individual's personal desire .

It was agreed that the Carrier would use the three (3) hour call as the general guideline and both parties realized that occasions would arise requiring shorter calls and that no claims would be filed or progressed due to shorter calls being made.

Should the foregoing properly reflect what was agreed to in our meetings, please sign below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Yours truly,  
/s/ W. S. Hinckley  
General Director - Labor Relations

**Side Letter #11**  
March 15, 1995  
(Coverage Houston Extra Board)

Mr. Larry W. Parsons, Sr.

This refers to the establishment of the Extra Board at Houston with the implementation of this ID service. Due to the existing extra board that covers the current "Baytown" assignments, the parties believed it necessary to establish the coverage for the new extra board. The following shall govern this new board:

- (1) This board shall not cover the "Baytown" assignments but shall protect pool vacancies, extra through freight trains, hours of service relief, rock trains and any other assignments or vacancies originating in the Houston area (west of Amelia) that DeQuincy currently protects.
- (2) This board shall be a combination Conductor/Brakemen board with the Conductor's seniority date the basis for holding an assignment on the board.
- (3) The extra board shall be guaranteed and covered by the terms of the Conductor's Guaranteed Extra Board Agreement dated December 1, 1988.

**Note 1:** The regulation section of paragraph (e) of the December 1, 1988 Agreement is amended to provide that the regulating factor is waived during the implementation period to provide adequate familiarization trip(s) if needed and to provide a stable work environment for the employees placed on this assignment. The Carrier shall not reduce the Board for the first thirty (30) days and then the Board shall be adjusted on Tuesdays in accordance with paragraph (e).

**Note 2:** If an employee from either the Houston or Baytown boards are used in emergency to protect the other's assignments, the earnings shall not be used in determining the guarantee .

Should the foregoing properly reflect what was agreed to in our meetings, please sign below.

/s/ L. W. Parsons, Sr.,UTU

/s/ W. S. Hinckley

**Side Letter #12**  
March 15, 1995  
(Work Cycles)

Mr Larry W Parsons, Sr.

During our negotiations covering Interdivisional (ID) Service proposed by the Carrier in a notice dated April 22, 1994, we discussed the concept of "work cycles."

We agreed to try a pilot program in an area where we had a history of the number of trips per month per employee, average time at the far terminal, average time at home between trips and average number of employees in the pool. Our negotiations of a pilot agreement revealed that knowing each of these items is critical to the establishment of a different work cycle.

Because the "Livonia ID" proposals create several new runs and the parties do not have the needed "history" of information to develop an alternative work cycle, the subject has not been a part of active bargaining. It is, however, the intent of both parties to discuss alternate work cycles after a six (6) month "history" has been developed. It is not the intent of this letter to force either party into an alternate work cycle but to commit to fully explore the issue and to negotiate in good faith.

If the above properly reflects your notes of our discussions, please sign below returning one (1) copy to this office.

/s/ L. W. Parsons, Sr.  
General Chairman, UTU

/s/ W. S. Hinckley  
General Director - Labor Relations

- Side Letter #2 of March 15, 1995 concerning Moving Allowance was fulfilled.
- Side Letter #3 of March 15, 1995 concerning appraisal value was fulfilled.
- Side Letter #5 of March 15, 1995 concerning Comparable Housing has been fulfilled.
- Side Letter #6 of March 15, 1995 concerning Work Cycles on MP Upper Line is identical to the Gulf Coast Line work cycle Side Letter #12.
- Side Letter #7 of March 15, 1995 concerning Mileage Run-off has been fulfilled.
- Side Letter #8 of March 15, 1995 concerning Work Cycles on TP is identical to the Gulf Coast Line work cycle Side Letter #12
- Side Letter #9 of March 15, 1995 concerning relocation penalty was done away with the June 11, 1997 Houston Hub Agreement.

**Palestine to Angleton ID (Intra-Zonal)**  
August 2, 1973  
(Modified by Houston Hub Agreement)

Pursuant to the provisions of Article XII, Sections 2 (a) and (b) of Mediation Agreement A-8830 , effective January 27, 1972, between the United Transportation Union and the National Carriers' Conference Committee; and the notice served by the Carrier by letter dated June 6, 1973 to establish interseniority through freight service between Palestine and Angleton, Texas, it is hereby agreed that the following conditions shall govern this operation:

**Article 1.**

- a. All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) mile or less.
- b. When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- c. Crews will be allowed a \$2.00 meal allowance after four (4) hours at the away from home terminal and another \$2.00 allowance after being held for an additional eight (8) hours.
- d. In order to expedite the movement of interdivisional (ID) runs, crews on runs of one hundred (100) miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than one hundred (100) miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than one hundred (100) miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

**Article 2.**

Crews will be assigned by bulletin to operate in pool through freight service between Palestine and Angleton with home terminal at Palestine. Employees assigned to these runs will be guaranteed 3200 miles per month.

Only actual miles will be considered in making up guarantee. If an employee is assigned only a portion of the month, guarantee will be prorated in accordance with the number of days assigned. In case a regular employee lays off or is held out of service, the extra man filling the assignment will

receive the same compensation the regular man would have received and the amount paid the extra man will be deducted from the amount the regular man would have received.

The yard office at Palestine and the station at Angleton are the designated on and off duty points for crews assigned in this service.

**Article 3.**

Crews assigned to these runs will be furnished suitable transportation to and from the lodging facilities at Angleton.

**Article 4.**

Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up.

**Article 5.**

Crews assigned under Article 2 shall not be required to perform station switching and shall be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate for each intermediate station in excess of three (3) where they are required to set out and/or pick up cars. Crews in this service held for connection at any intermediate station in excess of thirty (30) minutes shall be paid for all time so held at pro rata rate.

**Article 6.**

The Carrier shall maintain records of all trips run by crews in this service. Such account of records will be furnished to the Local Chairmen of each subdivision and the General Chairmen monthly so that a proper proration of mileage may be maintained.

The mileage between Palestine and Angleton is two hundred five (205) miles. If required to operate over the East Belt of the Houston Belt and Terminal Railway (HBT) the miles to be paid is 206 miles. For proration of mileage as between the Palestine and Kingsville Division crews the following will govern for each trip:

Palestine Division	- 153 miles
Kingsville Division	- 53 miles

**Article 7.**

Crews assigned to this service under Article 2 shall lay off and report for service at Palestine. The agreement applicable to former IGN employees will be applied to all crews or employees utilized to protect this service.

Kingsville seniority district crews other than those assigned to these interdivisional (ID) runs who are involved in incidents in connection with the operation of such service and who are required to travel to points off of their seniority district to attend investigations will be furnished transportation or will be allowed prevailing mileage rates for use of privately owned automobile and actual necessary expenses. The provisions of this paragraph will also apply to Kingsville seniority district employees involved in the incidents being investigated but who have been displaced or exercised their seniority from such runs at the time investigation is held.

Vacancies for Palestine Division crews will be filled by Palestine Division men. Kingsville Division men will fill Kingsville Division vacancies provided the vacancy is known in sufficient time to obtain a man from Kingsville.

**Article 8.**

Wrecker trains will be manned by employees from the subdivision on which the wreck occurs, except in case of an emergency where a wrecker from the other seniority district is used, and employees from the seniority district on which the wreck does not occur may handle the wrecker to and work at the wreck until employees (who will be sent promptly at the time the employees are called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the employees handling the wrecker, the employees entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other crew began operation.

Crews in this interseniority district service will not be used in work, construction or local service. Such work will be confined to the individual seniority districts under applicable agreements.

**Article 9.**

Crews in this service required to switch at Angleton will be allowed actual minutes with a minimum of one (1) hour. Doubling train together on outbound trip, setting out a bad order car or doubling over to yard the train will not invoke payment under this article.

Initial and final terminal delay rules are in effect at Angleton, which is the away from home terminal for crews in this service. Held away from home terminal rules apply at Angleton for these crews.

**Article 10.**

Crews assigned to this service will be allowed local rate of pay.

**Article 11.**

No extra trains will be utilized in this service. If business should increase to the extent that an additional train in each direction daily is warranted, such additional train shall be assigned and operated under the terms of this agreement.

**Article 12.**

Engine and cabooses will be cleaned and supplied by other than train and engine service employees.

Signed at Houston, Texas, this 2nd day of August, 1973.

**Letter of Understanding  
August 2, 1973  
Palestine to Angleton ID  
(Meal enroute)**

This will confirm understanding in connection with the Palestine-Angleton Run Through Agreement dated August 2, 1973.

Under Article 1, Paragraph D, \$2.00 allowance for the trip will be allowed instead of \$1.50.

**Letter of Understanding  
November 8, 1978  
Palestine to Angleton ID  
(Marking Up Order)**

This will confirm understanding that Article 2 of the Palestine - Angleton Run Through Agreement dated August 2, 1973 is amended to add the following:

"Crews in this service will work first in, first out at both Palestine and Angleton, except that such crews will be marked up at Angleton and Palestine in the same order they stood when they left Palestine and used in their turn provided they are fully rested."

The above amendment is effective November 16, 1978, and may be cancelled by either party giving five (5) days' written notice to the other party.

**Spring to Galveston ID (Intra-Zonal)  
September 10, 1981  
(Modified by Houston Hub Agreement)**

Pursuant to the provisions of Article XII of the UTU National Agreement of January 27, 1972, and in order to establish intraseniority district service between Spring and Galveston, through Houston, Texas,

**It Is Agreed:**

**Article 1.**

- (a) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed the prevailing meal allowance (now \$2.75) after four (4) hours at the away from home terminal and another prevailing meal allowance (now \$2.75) after being held for an additional eight (8) hours.
- (d) Crews in this service will be allowed to stop work and eat once during each tour of duty that cannot be completed in six (6) hours or less from time on duty, unless they waive the opportunity to do so. If they waive the right to eat after being on duty in excess of six (6) hours, they will be allowed the prevailing meal allowance (now \$2.75) in addition to all other earnings on the trip.

**Article 2.**

In the beginning, two (2) crews will be assigned by bulletin to operate in local freight service between Spring and Galveston for not less than six (6) days per week, with Spring designated to be the home terminal and lay over point and Galveston the away from home terminal. If an additional train is warranted, it shall be assigned and operated under the terms of this Agreement.

**Article 3.**

Crews in this service, including extra employees, will be guaranteed not less than one hundred (100) miles or eight (8) hours at local rate of pay for each calendar work day, unless delay of call until after 12:00 midnight on a calendar work day is occasioned by the application of the Hours of Service Law.

**Article 4.**

Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason, they shall be deadheaded or towed to the terminal to which headed immediately after being tied up. If the crew is not deadheaded or towed within one hour (1' 00") after being tied up, they will be paid for all time so held at the pro rata rate in addition to any other earnings or time made on the trip.

**Article 5.**

Crews assigned to this service will be given a one and one-half (1 ½) hour call for service at Spring, except that requests for a longer calling time made by individuals will be granted, but not to exceed two and one-half (2 ½) hours.

**Article 6.**

Employees will not be required to lose time or ride the road on their own time to qualify for service between Spring and Galveston.

**Article 7.**

Suitable parking, lockers and washroom facilities will be provided at the yard office at the north end of Spring Yard.

**Article 8.**

If a crew in this service is held for tonnage at Houston thirty (30) minutes or more, they shall be paid on the minute basis at the applicable pro rata rate for all time so held, separate and apart from other earnings on the trip. Crews in this service may be required to make one (1) pickup and/or set out within the terminal limits of Houston.

**Article 9.**

The yard office at the north end of Spring Yard will be the point for going on and off duty. The location presently designated for going on and off duty at Galveston (the GH&H Yard Office) will continue for the crews on runs established hereunder. Present arrangements with respect to lodging and transportation at Galveston will not be changed by this Agreement.

**Article 10.**

The Superintendent and Local Chairmen will meet and designate the location where engines will be delivered and received.

**Article 11.**

- (a) Suitable lodging facilities, for extra employees qualifying therefor under applicable agreements, will be designated within reasonable walking distance of the on and off duty point at Spring. Until the time that such facilities are designated, the employees described above will be paid an allowance of twenty (20) minutes at the rate of service performed in addition to all other earnings on the trip for going on and/or off duty at Spring, and on request, such employees will be furnished suitable transportation by the Carrier between the lodging facility and the on and off duty point.
- (b) Suitable lodging facilities will be designated within a reasonable distance of the on and off duty point at Spring. Until such time as these facilities become available, regular assigned employees in train and engine service as of the date of this Agreement will be paid an allowance of \$5.50 for going on and/or off duty at Spring. This allowance will be subject to future wage adjustments.

**Article 12.**

Cabooses will be regularly assigned to each crew in this service. Cabooses will be supplied, and cabooses and engines will be cleaned, by other than train and engine employees, unless otherwise agreed.

This Agreement, signed at Houston, Texas this 10th day of September, 1981, supersedes other rules and agreements only to the extent necessary to conform herewith and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

**Spring to Coady ID (Inter-Zonal)**  
September 10, 1981  
(Modified by Houston Hub Agreement)

Pursuant to the provisions of Article XII of the UTU National Agreement of January 27, 1972, and in order to establish interseniority district service between Coady and Spring, through Houston, Texas, to be manned by crews from the Palestine Division of the former International Great Northern Railroad Company (IGN) and the former Houston North Shore Railway Company (HNS),

**It Is Agreed:**

**Article 1.**

- (a) All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- (b) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.
- (c) Crews will be allowed the prevailing meal allowance (now \$2.75) after four (4) hours at the away from home terminal and another prevailing meal allowance (now \$2.75) after being held for an additional eight (8) hours.

- (d) Crews in this service will be allowed to stop work and eat once during each tour of duty that cannot be completed in six (6) hours or less from time on duty, unless they waive the opportunity to do so. If they waive the right to eat after being on duty in excess of six (6) hours, they will be allowed the prevailing meal allowance (now \$2.75) in addition to all other earnings on the trip.

**Article 2.**

- (a) In the beginning, two (2) daily double local trains will be assigned by bulletin in accordance with the respective applicable agreements to operate between Coady and Spring for not less than six (6) days per week. Initially, these trains will be identified as Trains 381-382 and 383-384. One HNS crew and one IGN crew will be assigned to operate Trains 381-382 and one HNS crew and one IGN crew will be assigned to operate Trains 383-384. Spring will be the home terminal for IGN crews and Coady the home terminal for HNS crews. Until otherwise agreed, vacancies for Palestine Division train and enginemen will be filled from the respective extra boards at Palestine. Vacancies for HNS train and enginemen will be filled in accordance with the Schedule Rules applicable on the HNS.
- (b) No extra trains will be utilized in this service. If business should increase to the extent that an additional train is warranted, such additional train shall be assigned and operated in the same manner as set forth in Paragraph(a) above. Should business decrease to the extent a train assigned in this service is not warranted, it may be discontinued on twenty-four (24) hours' advance notice.

**Article 3.**

Crews in this service, including extra employees, will be guaranteed not less than one hundred (100) miles or eight (8) hours at the local rate of pay for each calendar work day, unless delay of call until after 12:00 midnight on a calendar work day is occasioned by the application of the Hours of Service Law.

**Article 4.**

Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason, they shall be deadheaded or towed to the terminal to which headed immediately after being tied up. If the crew is not deadheaded or towed within one hour (1' 00") after being tied up, they will be paid for all time so held at the pro rata rate in addition to any other earnings or time made on the trip.

**Article 5.**

Crews assigned to this service will be given a one and one-half (1 ½) hour call for service at Spring and Coady, except that requests for longer calling time made by individuals will be granted, but not to exceed two and one-half (2 ½) hours.

**Article 6.**

Employees will not be required to lose time or ride the road on their own time to qualify for service between Spring and Coady.

**Article 7.**

Suitable parking, lockers and washroom facilities will be provided at the designated tie up point at Coady and Spring.

**Article 8.**

If a crew in this service is held for tonnage at Houston thirty (30) minutes or more, they shall be paid on the minute basis at the applicable pro rata rate for all time so held, separate and apart from other earnings on the trip. Crews in this service may be required to make one (1) pickup and/or set out within the terminal limits of Houston.

**Article 9.**

The Superintendent and Local Chairmen will meet and designate the location where engines will be delivered and received at Spring Yard.



**Article 10.**

The yard office at the north end of Spring Yard and the yard office at Coady will be designated at the point for crews in this service to go on and off duty.

**Article 11.**

Crews in this interdivisional (ID) service will be subject to the terms of their respective work agreements modified only to the extent necessary to conform to this Agreement.

**Article 12.**

The Carrier shall maintain records of all trips made by crews in this service and shall furnish the Local and General Chairmen, on a monthly basis, a separate account of the trips made by the IGN crews and trips made by HNS crews. The actual mileage between Coady and Spring is 40.85 miles including 6.69 miles over the HBT Railway. For calculating the proper proration of mileage (excluding mileage over the HBT), the mileage between Coady Yard and HBT is 17.56 miles and between Spring and HBT is 16.60 miles. Mileage equalization shall be at intervals requested by the Union, but not more often than once every year.

(Actual mileage subject to joint check if requested.)

**Article 13.**

Cabooses will be regularly assigned to each crew in this service. Cabooses will be supplied, and cabooses and engines will be cleaned, by other than train and engine employees, unless otherwise agreed.

**Article 14.**

- (a) Wrecker trains will be manned by employees from the Seniority district on which the wreck occurs, except in case of emergency where a wrecker from the other seniority district is used, employees from the seniority district on which the wreck does not occur may handle wrecker to and work at the wreck until employees (who will be sent promptly at the time the crew is called for the wrecker) from the Seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the employees handling the wrecker, the employees entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other employees began operation.
- (b) When a crew is needed to relieve another crew because of a tie up on line of road, extra men from the seniority district on which the tie up occurs will be used. Miles run on one seniority district by relief crews of the other will be used in figuring the proration of mileage.

**Article 15.**

The following is applicable to the employees of the IGN Seniority District on these runs:

- (a) Suitable lodging facilities, for extra employees qualifying therefor under applicable agreements, will be designated within reasonable walking distance of the on and off duty point at Spring. Until the time that such facilities are designated, the employees described above will be paid an allowance of twenty (20) minutes at the rate of service performed in addition to all other earnings on the trip for going on and/or off duty at Spring, and on request, such employees will be furnished suitable transportation by the Carrier between the lodging facility and the on and off duty point.
- (b) Suitable lodging facilities will be designated within a reasonable distance of the on and off duty point at Spring. Until such time as these facilities become available, regular assigned employees in train and engine service as of the date of this Agreement will be paid an allowance of \$5.50 for going on and/or off duty at Spring. This allowance will be subject to future wage adjustments.

This Agreement, signed at Houston, Texas this 10th day of September, 1981, supersedes other rules and agreements only to the extent necessary to conform herewith and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

**Letter of Understanding  
Spring to Coady ID (Inter-Zonal)  
September 10, 1981  
(Zone 3 - Lodging Allowance In Lieu thereof)**

This will confirm and record the understandings reached today during conferences culminating in the consummation of Agreements (subject to ratification) establishing interdivisional (ID) freight service between Spring and Galveston and between Spring and Coady, to wit:

Employees in the above service, who are entitled to lodging and transportation at their away from home terminals under applicable agreements, may request and be allowed the sum of \$12.50 in lieu of said lodging and transportation expense;

Employees who do not opt to take the allowance in lieu of lodging and transportation will nevertheless be furnished transportation if the designated lodging facility is beyond reasonable walking distance from the on and off duty point.

This letter of understanding is being signed for the purpose of taking care of circumstances peculiar to the interdivisional (ID) service referred to herein. It is entered into with the understanding that it is without prejudice to the position of any party hereto in the handling of any other matters, and will not be a precedent or ever referred to in the handling of other subjects similar or non-related hereto.

No party hereto will serve notice to change the amount of allowance (\$12.50) mentioned above prior to September 10, 1986.

**Houston/Freeport Interseniorty ID - Zone 4  
May 23, 1988  
(Modified by Houston Hub Agreement)**

Pursuant to Carrier's notice of March 24, 1988, served under the provisions of Article IX of the UTU National Agreement of October 31, 1985, to establish interseniorty freight service between Houston, Texas and Freeport, Texas.

**It Is Agreed:**

1. Interseniorty pool freight service may be established between Houston, Texas and Freeport, Texas with Houston being the initial and final terminal for this service.
2. Amended by Article B, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Service on this intra-zone run will be protected by a pool of freight crews from Zone 4."
3. Round trip miles are 96 (StLBM) and 31 (IGN) for a total of 127 miles round trip. (Subject to verification) Amended by Article B, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Houston will be the designated home terminal for conductors and brakemen in this service who will operate between Houston and Freeport return."
4. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.
5. Employees assigned to these runs will be guaranteed the equivalent of 16 basic through freight days per pay period. This guarantee will be prorated in accordance with the number of days an employee is assigned for less than a pay period. Calculation of the guarantee will be

accomplished by multiplying the number of days assigned during the pay period by 16, dividing by the total days in the pay period and, then multiplying by the basic daily through freight rate, less actual earnings during period of time assigned in this service during the pay period.

6. The point for going on and off duty will be the point presently used by pool freight crews at Houston.

When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

**Note:** Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

7. In order to expedite the movement of interseniority runs, crew on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid the prevailing meal allowance (presently \$4.15) for the trip.
8. Crews assigned to this service will not be required to lose time or "ride the road" on their own time in order to qualify for these runs.
9. Amended by Article B, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:

"When tied up on line of road, crews in this service will be deadheaded or towed to Houston immediately after being tied up. If necessary to call a relief crew, said crew may be obtained from either the Zone 4 extra board at Houston or the Zone 4 extra board at Angleton."
10. Crews in this interseniority service will not be used in local, work or construction service, nor will they be required to perform station switching. Such work will be confined to the individual seniority districts under applicable agreements. Wrecker trains will be manned by crews from the seniority district on which the wreck occurs, except in case of emergency, where a wrecker from the other seniority district is used, a crew from the seniority district on which the wreck does not occur may handle the wrecker to and work the wreck until a crew (which will be sent promptly at the time the crew is called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck.
11. Crews in this service held for connection at any intermediate station in excess of thirty (30) minutes shall be paid for all time so held at the pro rata rate (frozen).
12. Crews in this interseniority service will be subject to the terms of their respective work agreements modified only to the extent necessary to conform to this Agreement.
13. The service provided for herein may be established by the Carrier upon five (5) days' written notice to the Organization.

Dated at Houston, Texas this 23rd day of May, 1988.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ R. R. Gentry  
/s/ T. L. Wilson

**Spring/Angleton Interseniarity ID  
(Inter-Zonal - Zone 3 / Zone 4 )  
May 8, 1991  
(Modified by Houston Hub Agreement)**

By understanding reached in January, 1991 interseniarity freight service was established between Spring and Angleton, Texas with the parties agreeing such service would be subject to the provisions of Article IX of the UTU National Agreement of October 31, 1985.

The following provisions govern the operation of this run:

1. Interseniarity pool freight service may be established between Spring, Texas and Angleton, Texas with Spring being the initial and final terminal for this service.
2. Amended by Article C, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:

"Service in this inter-zone run will be protected by pool freight crew(s) from the Seniority Zone 3 and Seniority Zone 4, who will share in manning the runs on a prorated mileage basis. The method of prorating the mileage between seniority zones will be worked out between the Local Chairman and CMS with the approval of the General Chairman and the Director - Labor Relations. To assist in the proration of miles, the Carrier will provide each Local Chairman and the General Chairman with mileage statements showing the number of trips and mileage made each calendar month by the employees in this service.
3. Amended by Article C, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:

"The mileage between Spring (Lloyd Yard) and Angleton is 72.5 miles, or 145 miles round trip. For proration of mileage between Zone 3 and Zone 4, the following will govern for each round trip (subject to verification)  
Zone 3 - 43.5 or 30%  
Zone 4 - 101.5 or 70% "
4. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.
5. Employees assigned to these runs will be guaranteed the equivalent of 16 basic through freight days per pay period. This guarantee will be prorated in accordance with the number of days an employee is assigned for less than a pay period. Calculation of the guarantee will be accomplished by multiplying the number of days assigned during the pay period by 16, dividing by the total days in the pay period and, then multiplying by the basic daily through freight rate, less actual earnings during period of time assigned in this service during the pay period.
6. The point for going on and off duty will be the yard office at Spring (Lloyd Yard). When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

**Note:** Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
7. In order to expedite the movement of interseniarity runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid the prevailing meal allowance (presently \$4.15) for the trip.

8. Crews assigned to this service will not be required to lose time or "ride the road" on their own time in order to qualify for these runs.
9. Amended by Article C, Section 1 of the IGN Import Agreement of March 30, 1998 to read as follows:
 

"When tied up on line of road, crews in this service will be deadheaded or towed to Spring immediately after being tied up. If necessary to call a relief crew to retrieve a train tied up on former StLBM, a relief crew will be called off the Zone 4 Houston extra board or the Zone 4 Angleton extra board; if tie up is at or north of Houston, a relief crew will be called off the Zone 3 extra board at Houston."
10. Crews in this interseniority service will not be used in local, work or construction service, nor will they be required to perform station switching. Such work will be confined to the individual seniority districts under applicable agreements. Wrecker trains will be manned by crews from the seniority district on which the wreck occurs, except in case of emergency, where a wrecker from the other seniority district is used, a crew from the seniority district on which the wreck does not occur may handle the wrecker to and work at the wreck until a crew (which will be sent promptly at the time the crew is called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck.
11. Crews in this service held for connection at any intermediate station in excess of thirty (30) minutes shall be paid for all time so held at the pro rata rate (frozen)
12. Crews in this interseniority service will be subject to the terms of their respective working agreements modified Only to the extent necessary to conform to this Agreement.
13. Article IV, Sections 5 and 6 of the October 31, 1985 National Agreement are not abrogated and shall apply.

Dated at Houston, Texas this 8th day of May, 1991.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ G. A. McIntosh  
s/ T. L. Wilson, Sr.

**Palestine/Freeport ID Inter-Zonal  
Zone 3 / Zone 4  
June 7, 1972  
(Modified by Houston Hub Agreement)**

Pursuant to the provisions of Article XII, Section 2 (a) and (b) of Mediation Agreement A-8830, effective January 27, 1972 between the United Transportation Union (UTU) and the National Carriers' Conference Committee (NCCC); and the notice served by the Carrier by Letter dated April 28 1972 to establish interseniority through freight service between Palestine and Freeport, Texas it is hereby agreed that the following condition shall govern this operation:

**Article 1**

- a. All miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.
- b. When crews are required to report for duty or relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crews.
- c. Crews will be allowed a \$2.00 meal allowance after four (4) hours at the away from home terminal and another \$2.00 allowance after being held for an additional eight (8) hours.

- d. In order to expedite the movement of interdivisional (ID) runs, crews on runs of one hundred (100) miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than one hundred (100) miles, the Carrier shall determine the conditions under which such crews may stop to eat. When on runs of more than one hundred (100) miles are not permitted to stop to eat, member of such crews shall be paid an allowance of \$1.50 for the trip.

**Article 2.**

Crews will be assigned by bulletin to operate in pool through freight service between Palestine and Freeport with home terminal at Palestine. Employees assigned to these runs will be guaranteed 3200 miles per month.

Only actual miles will be considered in making up guarantee. If an employee is assigned only a portion of the month, guarantee will be prorated in accordance with the number of days assigned. In case a regular employee lays off or is held out of service, the extra man filling the assignment will receive the same compensation the regular man would have received and the amount paid the extra man will be deducted from the amount the regular man would have received.

The yard offices at Palestine and Freeport are the designated on and off duty points for crews assigned in the service.

**Article 3.**

Crews assigned to these runs will be furnished suitable transportation to and from the lodging facilities at Freeport

**Article 4.**

Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable tracks. If crews are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up.

**Article 5.**

Crews assigned under Article 2 shall not be required to perform station switching and shall be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate for each intermediate station in excess of three (3) where they are required to set out and/or pick up cars. Crews in this service held for connection at any intermediate station in excess of thirty (30) minutes shall be paid for all time so held at pro rata rate.

**Article 6.**

The Carrier shall maintain records of all trips run by crews in this service. Such account of records will be furnished to the Local Chairmen of each subdivision and the General Chairmen monthly that a proper proration of mileage may be maintained

**Article 7.**

Crews assigned to this service under Article 2 shall lay off and report for service at Palestine. The agreement applicable to former IGN employees will be applied to all crews or employees utilized to protect this service.

Vacancies for Palestine Division crews will be filled by Zone 3 men. Kingsville Division men will fill Kingsville Division vacancies provided the vacancy is know in sufficient time to obtain a man from Kingsville.

**Article 8.**

Wrecker trains will be manned by employees from the subdivision on which the wreck occurs, except in case of an emergency where a wrecker from the other seniority district is used, and employees from the seniority district on which the wreck does not occur may handle the wrecker to and work at the wreck until employees (who will be sent promptly at the time the employees are called for the wrecker) from the seniority district on which the wreck occurs reaches the wrecker. If there is a failure to so relieve the employees handling the wrecker, the employees entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other crew began operation.

Crews in this interseniority district service will not be used in work, construction or local service. Such work will be confined to the individual seniority districts under applicable agreements.

Signed at Houston, Texas, this 7th day of June, 1972

For the Union:  
/s/ F. H. Balkanyi  
/s/ V. O. Niles

For the Company:  
/s/ O. B. Sayers

**Letter of Understanding**  
June 7, 1972  
(Payment Attending Investigation)

Mr. V. O. Niles

This will confirm understanding in connection with the Palestine-Freeport run-thru agreement dated June 7, 1972.

Kingsville Division employees will be allowed actual expenses if they are required to attend an investigation at Palestine or any other point north of Houston.

/s/ O. B. Sayers

**Letter of Understanding**  
June 7, 1972  
(Mileage Equity)

Mr. A. J. Beavers  
Mr. F. H. Balkanyi  
Mr. V. O. Niles

The following mileage covers the runs between Palestine and Freeport, Texas:

Palestine to Belt Jct.	147.00 Miles
Belt Jct. via West Belt or passenger route - Tower 81	11.35
Tower 81 - Angleton	47.00
Angleton - Freeport	15.40
Total	<u>220.75</u>

When crews are run by the East Belt Route between Belt. Jct. and Tower 81 the actual miles is 12.63 and the total miles to be paid for the trip will be 222 miles.

For proration of mileage as between the Palestine Kingsville Division crews the following will govern each trip:

Palestine Division	- 168
Kingsville Division	- 53

/s/ O. B. Sayers

**Ft. Worth / Smithville Interseniority ID Freight Service**  
January 25, 1991

Pursuant to Carrier 5 notice of January 4, 1990, served under the provisions of Article IX of the UTU National Agreement of October 31, 1985, to establish interseniority freight service between Ft. Worth, Texas and Smithville, Texas.

**It Is Agreed:**

1. (a) Interseniority pool freight service may be established between Ft. Worth, Texas and Smithville, Texas with Ft. Worth being the home terminal for this service. Employees assigned to these runs will be guaranteed the equivalent of 3600 miles at basic local rate for the month. The guarantee will be prorated in accordance with the number of days they are in the pool. All earnings, excluding penalty time claims, received by employees assigned to this service will be used in computing the guarantee.
- (b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
- (c) In the event such trip or tour should exceed sixteen (16) hours from the time called to depart until released or until arrival at the objective terminal (off duty point) or the designated lodging facility, payment on a minute basis for all such time in excess of sixteen (16) hours shall be made at the punitive rate.
- (d) This service shall be under the Agreements applicable to the Ft. Worth South Seniority District except where specifically otherwise provided.
- (e) Initial and final terminal switching and delay rules shall apply at Smithville.
- (f) A payment of one (1) hour at the pro rata rate for each trip into or out of Ft. Worth shall be allowed to crews required to report for duty or relieved from duty at Ney Yard.
2. Service in this interseniority crew district will be protected by a pool of freight crews from the Ft. Worth South and Smithville Seniority Districts who will share in manning the runs on a prorated mileage basis. The method of prorating the mileage between seniority districts will be worked out between the Local Chairman and Superintendent with the approval of the General Chairman and Director of Labor Relations. To assist in the proration of miles, the Carrier will provide each General Chairman with mileage statement showing the number of trips made each calendar month by the crews in this pool.
3. (a) Crews in the service will normally report for and be relieved from duty at Ney Yard Ft. Worth; however, they may be required to report for duty at Centennial Yard provided they are so notified when called. If relieved from duty at a point other than the report location upon return to Ft. Worth, transportation will be afforded in accordance with Article 5 (a) hereof.
- (b) The yard office at Smithville will be the on and off duty point for crews in this service.
4. Ft. Worth will be the designated home terminal for firemen, conductors and brakemen in this service. The road mileage between Centennial Yard and Taylor is 167.5 miles (Ft. Worth-South) and between Taylor and Smithville is 50.5 miles (Smithville).  
(Subject to verification)

Ft. Worth - 76.83%  
Smithville - 23.17%

5. (a) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

**Note:** Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

- (b) On runs established hereunder crews will be allowed a \$4.15 meal allowance after four (4) hours at the away from home terminal and another \$4.15 allowance after being held an additional eight (8) hours.



- (c) In order to expedite the movement of interseniority runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid the prevailing meal allowance, (presently \$4.15) , for the trip.
6. Crews assigned to this service will not be required to lose time or "ride the road" on their own time in order to qualify for these runs.
  7. Crews assigned to this service will be given a three (3) hour call at the expense of the Carrier.
  8. Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason they shall be deadheaded or towed to the terminal to which headed immediately after being tied up.
  9. Should crews in this interseniority district service be used to perform station switching, work, construction or local service during a trip, each member will be allowed pay for all time consumed on an actual minute basis with a minimum of one (1) hour at pro rata rate.
  10. Crew members assigned under Article 2 shall be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate or each intermediate station in excess of three (3) where they are required to set out and/or pick up cars. Also, if held for connection at any intermediate station in excess of thirty (30) minutes, all time so held shall be paid for at the pro rata rate.  
**(30" Arbitrary superceded by Board Awards)**
  11. Wrecker trains will be manned by employees from the Subdivision on which the wreck occurs, except in case of an emergency where a wrecker from the other seniority district is used, and employees from the seniority district on which the wreck does not occur may handle the wrecker to and work at the wreck until employees (who will be sent promptly at the time the employees are called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the employees handling the wrecker, the employees entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other crew began operation.
  12. If necessary to call a relief crew to handle a train tied up on line of road due to Hours of Service or other causes the following will apply:
    - I) Southbound train tied up south of Eddy Siding -Smithville Pool Crew.
    - II) Southbound train tied up in Eddy Siding or north thereof - made up crew from Ft. Worth.
    - III) Northbound train tied up at Taylor or north thereof - made up crew from Ft. Worth.
    - IV) Northbound train tied up south of Taylor -Smithville Pool Crew.

**Note:** Crews used under item II or IV are to be deadheaded back to their home terminal.
  13. When tied up at Smithville, the away from home terminal, time in excess of thirty (30) minutes spent waiting for transportation to arrive for ride to the designated lodging facility shall be paid to each employee so delayed on a minute basis at the pro rata rate.
  14. Article IV, Sections 5 and 6 of the October 31, 1985 Agreement are not abrogated and shall apply.

This Agreement signed this 25th day of January, 1991 shall be placed in effect upon five (5) days notice by the Carrier following receipt of advice from the General Chairmen that the agreement has been ratified.

For the Organization:  
/s/ M. R. Haughton  
/s/ R. A. Green  
/s/ J. A. Saunders

For the Carrier:  
/s/ G. A. McIntosh  
/s/ T. L. Wilson, Sr.

ARBITRATION BOARD NO. 570

Between:

Union Pacific Railroad Company  
and  
United Transportation Union (GO577)

Issue:

What conditions shall apply to interdivisional train operations radiating from a new home terminal at Beaumont, Texas? The Specific runs from Beaumont involve the following points:

1. Beaumont/Livonia
2. Beaumont/Lafayette
3. Beaumont/Alexandria
4. Beaumont/Houston
5. Beaumont/Hearne

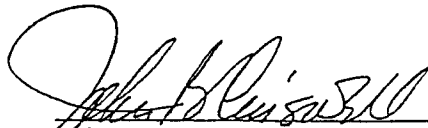
Opinion:

The parties, having failed to reach an agreement on the establishment of interdivisional pool freight service runs from the new home terminal of Beaumont, Texas, presented the question to this Arbitration Board established by the National Mediation Board.

There are extensive written presentations of record in this matter, outlining the history of the negotiations, an earlier agreement reached and turned down. Oral arguments were also heard.

The issues have been thoroughly reviewed, and, as is customary in these matters, there is attached an Agreement in the form of Terms and Conditions for final settlement of the issue and is hereby imposed.

Dated this 26<sup>th</sup> day of November, 1999, at Spring, TX.

  
\_\_\_\_\_  
John B. Criswell, Arbitrator

103-A

Terms and Conditions

between the

Union Pacific Railroad  
and the

United Transportation Union

Interdivisional Service - Beaumont

ARTICLE I

Section 1: Service

A. New Interdivisional Service shall be established from Beaumont, as the new home terminal, to the following points and paid the miles shown below with a minimum of a basic day when performing service or combination deadhead and service:

Home Terminal	Away from Home Terminal	Miles
Beaumont - E. Pool	LIVONIA	161 via Beaumont Subdivision 167 via Lafayette Subdivision
Beaumont - E. Pool	LAFAYETTE	129 via Lafayette Subdivision
Beaumont - E. Pool	ALEXANDRIA	148 via Beaumont Subdivision 153 via Lafayette Subdivision
Beaumont - W. Pool	HOUSTON	88 via Beaumont Subdivision to Settegast 85 via Beaumont Subdivision to Englewood 81 via Lafayette Subdivision to Settegast 82 via Lafayette Subdivision to Englewood
Beaumont - W. Pool	Hearne	195 miles via BN & SP to Hearne 213 miles via BN & Valley Jct. To Hearne

B. Crews may operate via any combination of UP and former SP trackage over the Lafayette or the Beaumont Subdivision between Beaumont and Livonia, Lafayette, Alexandria and Houston. Crews will be paid the miles run if routing is different than identified in Section A.

C. Beaumont pool turns established under this Agreement as well as the east long pool turn at Houston established under the Houston Hub Merger Agreement will operate on a

first in/first out basis at both the home and away-from-home terminals. As such, runarounds en route do not apply. The off duty time of a crew determines the first in conditions. If more than one (1) crew arrives at the same time, the order of first in will be based on the crew's order at time of call for original service.

**Section 2: Rates of Pay**

The provisions of the 1985 National Agreement as amended by subsequent agreements shall apply.

**Section 3: Overtime**

Overtime will be calculated in accordance with the National Agreements.

**Section 4: Call**

All crews headquartered at Beaumont will receive a two (2) hour call for any service.

**Section 5: Transportation**

When a crew is required to deadhead or is required to take charge of a train or is relieved from duty at a point other than the on and off duty points identified in Section 1, the Carrier shall authorize and provide suitable transportation for the crew.

**Section 6: Meal Allowance and Eating Enroute**

In order to expedite the movement of interdivisional service, the Carrier shall determine the conditions under which such crews may stop to eat. When crews covered by this agreement are not permitted to stop and eat, such crews will be paid an allowance of \$1.50 for the trip in accordance with the provisions set forth in the 1985 National Agreement.

**Section 7: Suitable Lodging**

Suitable lodging will be provided by the Carrier in accordance with existing Agreements.

**Section 8: Seniority / Pools and Extra Boards.**

A. Service from Beaumont to Livonia, Lafayette, Alexandria. A new east pool shall be established at Beaumont with multiple away-from-home terminals.

B. Service from Beaumont to Houston. A new west pool shall be established at Beaumont with Houston as the away-from-home terminal.

C. Service from Beaumont to Hearne/Valley Junction. This service will be protected by the new west pool.

D. **Beaumont Extra Board.** The existing combination Conductor/Brakeman road extra board at Beaumont shall protect vacancies in this new Interdivisional Pool Freight Service, other miscellaneous service the board currently protects, as well as all other service previously protected by the DeQuincy extra board. The Carrier will have the right to eliminate the DeQuincy extra board.

E. **Force Assigning.** All new positions not filled by employees voluntarily, will be filled by force assigning the junior conductor not working as such in road service (brakemen) in Zone 2 of the Houston Hub.

**Section 9: Repositioning Crews at the Away-From-Home Terminals**

A. The highway miles shown below will govern when crews are repositioned/deadheaded between the following away-from-home terminals:

Alexandria – Lafayette	=	93 miles
Alexandria – Livonia	=	104 miles
Lafayette – Livonia	=	51 miles.

B. The repositioning conditions set forth in this Section are restricted to the terminals listed above.

C. Article IV.A and IV.A.2 of the Houston Hub Merger Agreement regarding repositioning crews from one away from home terminal to another will apply.

D. This is subject to the conditions contained in Side Letter No. 3 of the Houston Hub Agreement.

**Section 10: Familiarization**

To ensure proper familiarization and compliance with applicable FRA regulations, if any, employees new to the territory will be provided with a sufficient number of familiarization trips over territory where they are not currently qualified. Issues concerning individual qualification shall be handled with local operating officers. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for these new operations. Pay will be made in the same manner as if the employee had performed service. If a dispute arises concerning this process, it will be addressed directly with the appropriate Labor Relations Officer and the General Chairman.

### **Section 11: Hours of Service Relief**

A. The provisions for Hours of Service Relief and the utilization of crews as set forth in the Livonia Interdivisional Agreement and the Houston Hub Merger Agreement for both the Houston east long pool and the DeQuincy Operation (short pools) will continue to apply with the exception the Beaumont extra board will replace the DeQuincy extra board.

### **Section 12: Mileage Regulation**

Pools established by this Agreement shall be regulated in accordance with existing Agreements and practices.

### **Section 13: Beaumont/Amelia**

A. Road crews at Beaumont may get or leave their trains at Amelia.

B. When west pool crews get or leave trains at Amelia, it will not change the road miles established in Section 1 of this Agreement. When east pool crews get or leave trains at Amelia, the Beaumont/Amelia road miles will be added to the trip mileage.

C. This clause does not change the Beaumont Terminal limits.

### **Section 14: Held-Away-From-Home Terminal Payments**

Crews covered by this Agreement will receive continuous held-away-from-home terminal payments for all time held at the far terminal after the expiration of sixteen hours.

### **Section 15: Work Train/Turnaround Service**

All unassigned work train and/or turnaround service operating out of Beaumont will be protected by the Beaumont extra board.

## **ARTICLE II**

### **Section 1: Interim Pool and Extra Board Positions**

A. On the date of implementing this Agreement, the existing Beaumont Interim operation pool turns, the additional Interim operation extra board positions at Beaumont and any remaining extra board positions at DeQuincy will be abolished.

B. No less than fifteen (15) days prior to the date of implementing this Agreement, the new Beaumont short pool turns (east and west) along with all new additional Beaumont extra board positions will be advertised. Assignment of employees to the new positions will be made

ten (10) days from the date of advertisement and employees so assigned will assume their new positions at 12:01 a.m. on the date of implementing the Agreement.

**Note:** It is understood on the time and date of implementing this Agreement, employees may already be on duty and/or at the away from home terminals. Those employees will assume their new positions upon final tie-up at the home terminal.

**Section 2:**

With the advance advertisement of new positions, employees whose positions will be abolished under Section 1 above, will not be permitted to exercise their seniority over junior employees who are assigned to the new positions so advertised. Employees who desire the new positions must obtain such through the advertisement process set forth in Subsection 1-B above.

**ARTICLE III**

**Section 1** - Subsequent to the implementation of this Agreement, employees who were occupying positions which were abolished as set forth in Article II, Section 1 of this Agreement and who as a result of this Agreement were required to change their place of residence from DeQuincy to Beaumont as defined in National Agreements and applicable Job Protection Agreements, will be provided Interdivisional Income and Homeowner/Moving Expense Protection pursuant to the relevant National Agreement provisions.

**ARTICLE IV**

**Section 1** - This Agreement will become effective on the date Carrier advertises the new positions as set forth in Article II, Section 1 B of this Agreement.

**Section 2** - This Agreement is in compliance with the provisions set forth in the National Agreements.

**Section 3** - Where in conflict with any other agreements, understandings or practices, the provisions of this Agreement will apply.

Imposed this 24<sup>th</sup> day of Nov, 1999 in accordance with Article IX Arbitration in conjunction with the attached award.

**Houston/Bloomington Interseniarity ID**

**February 17, 1989**

**Kingsville ID - Zone 4**

**(Modified by Houston Hub Agreement)**

In connection with the lodging facility at away from home terminal Vanderbilt, Texas being destroyed by fire, it was mutually agreed to establish interseniarity freight service between Houston, Texas and Bloomington, Texas under the following conditions:

1. Interseniarity pool freight service may be established between Houston, Texas and Bloomington, Texas, running through the away from home terminal of Vanderbilt, Texas.

2. Service in this interseniarity crew district will be protected by a pool of freight crews from the Kingsville Seniority District with Houston, Texas being the home terminal and Bloomington, Texas the away from home terminal.

3. Run miles of the assignment are 149 miles subject to verification.  
(Modified by Houston Hub Agreement)

4. The points for going on and off duty will be the point presently used by pool freight crews at Houston and the yard office at Bloomington. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points noted above, the Carrier shall authorize and provide suitable transportation for the crew.

**Note:** Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

5. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.

(Modified by May 8, 1996 National Agreement)

6. Employees assigned to these runs will be guaranteed the equivalent of 16 basic through freight days per pay period. This guarantee will be prorated in accordance with the number of days an employee is assigned for less than a pay period. Calculation of the guarantee will be accomplished by multiplying the number of days assigned during the pay period by 16, dividing by the total days in the pay period and, then multiplying by the basic daily through freight rate, less actual earnings during period of time assigned in this service during the pay period.

7. In order to expedite the movement of intraseniarity runs, crew on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid the prevailing meal allowance (presently \$4.15) for the trip.

8. Crews in this intraseniarity freight service will be allowed a \$4.15 meal allowance after four (4) hours at the away from home terminal and another \$4.15 allowance after being held an additional eight (8) hours.

9. Crews tied up on line of road will be deadheaded or towed to their objective terminal or home terminal immediately after being tied up. If necessary to call a relief crew, the first out rested crew from either terminal may be used. Relief crews used from the away from home terminal that bring the train to Bloomington will be placed first out when rested. However, Carrier may use such crews in the aggregate.

10. Crews in this service held for connection at any intermediate station in excess of thirty (30) minutes shall be paid for all time so held at the pro rata rate (frozen).



11. Crews assigned to these runs will not be used in turnaround service short of their destination, except in cases where it is impossible to reach the designated final terminal due to impassable track.

**Note:** The only exception to the above rule is that crews in this service may be used in turnaround service to Angleton, Texas.

12. Crews in this service, except when operating as an Angleton Turn, that perform station switching or work train service will be compensated at the pro rata rate for all time performing such service in addition to all other earnings of the trip.

13. Crews assigned to this service when held more than forty-five (45) minutes at Bloomington waiting for transportation to lodging facility, will be allowed actual time, on a minute basis, for all time held waiting beyond forty-five (45) minutes, in addition to all other earnings.

14. Crews arriving Bloomington after having been on duty more than six (6) hours without eating and are required to perform station switching will be allowed reasonable time to eat before performing such switching.

15. The service provided for herein may be established by the Carrier upon five (5) days' written notice to the organization. Should Carrier re-establish through freight service between Houston and Kingsville, Vanderbilt will still be the away from home terminal for such service.

Dated at Houston, Texas this 17th day of February, 1989.

/s/ R. A. Green, UTU

/s/ R. R. Gentry

/s/ T. L. Wilson, Sr.

### **ARTICLE 31 COALING ENGINES AND FILLING WATER CARS**

Trainmen will not be required to coal engines or fill water cars except water cars for section men or work outfits when other men are not available.

### **ARTICLE 32 BULLETIN ASSIGNMENTS**

#### **Section A.**

- (1) Trainmen will be assigned by five (5) day bulletin to regular main line passenger service, regular local freight service, regular coal mine service, regular main line mixed train service, regular branch line service, regular through freight service between Sellers and Galveston, pilot's position Fort Worth, and to work train service as indicated below.
- (2) Senior men in service to be given preference, but senior trainmen declining the service indicated will forfeit their rights to such service until they again become vacant, unless through no fault of their own the senior trainmen are thereafter deprived of runs held or bid in by them in the exercise of their Seniority rights, in which instance they will be assigned to runs of their choice held by younger men.  
(Modified by Thirty (30) Day Pass Up Agreement Page 106 below)
- (3) When a trainman vacates a run of his own accord, or is deprived of a run through no fault of his own, he will be marked up as laying off waiting assignment until such time as he chooses a run to which his seniority entitles him.  
(Modified by November 1, 1976 Memorandum of Agreement, Page 110)
- (4) When an emergency conductor is relieved as brakeman away from home terminal, he will report for duty immediately on arrival at home terminal if he so desires, in order to protect extra conductor service. (Modified by 1985 National Agreement) (Can be combined with service)

- (5) Work trains assigned for a period of six (6) days or longer will be bulletined. When work trains assigned for a period of thirty (30) days or less they shall be considered as temporary work trains. Any trainman accepting such temporary service will not be permitted to displace other trainmen who are on other bulletin runs. Work trains assigned for over thirty (30) days will be considered as regular work trains.

(Modified by Thirty (30) Day Pass Up Agreement below)

- (6) It is understood that when service is temporarily interrupted by flood water conditions affecting the operation of trains, and bulletined runs are thereby temporarily discontinued, trainmen holding such runs will be reassigned when the service is restored. Trainmen whose bulletined runs have been discontinued account of conditions above mentioned will be used in other service, if so required, except bulletin runs on their seniority district. If such runs are discontinued for thirty (30) days or more they will be considered vacant and again bulletined.

#### **Section B.**

Regular assigned conductors, baggagemen and brakemen's positions vacant for a period of twenty (20) days or more will be bulletined in line with Section A, of this Article, the oldest trainman in the class specified bidding will be assigned until the regular man reports. When the regular man reports, the man who is displaced will return to his former position, such vacancies when in through freight service, the oldest conductor or brakeman on extra board will be assigned. (Protected by extra board)

#### **Section C.**

Trainmen not having access to bulletin runs on account of sickness, leave of absence, or other good sufficient cause, will, upon returning to service have the right in accordance with their seniority to runs bulletined during such time. (No access to Bulletin)

**Section D.** (Abolished, Assigned by Article 32)

#### **Section E.**

When a lay over is changed as much as five (5) hours per day or compensation is changed as much as ten dollars (\$10.00) per month, or terminals changed, they will be re-bulletined in such cases regular men on these runs will be permitted to occupy them until bulletin expires.

### **Memorandum of Agreement December 1, 1994 (Thirty (30) Day Pass Up Rule)**

**It Is Agreed** the following will apply to the employees on the former Missouri Pacific Gulf Coastlines:

Any employee holding a position thirty (30) days or more, may pass up such position and exercise seniority to any position held by a junior employee with the understanding that in the event said employee is holding an assignment for which the vacancy is bulletined, said employee must ride the bulletin before displacing a junior employee. When exercising option under this agreement, employee must declare what position he/she is exercising seniority to and OK for same.

If during the life of the bulletin, an employee changes his/her mind, the bulletin may be cancelled and employee may remain on his original assignment.

Employee must exercise his/her seniority on a new regular assignment on the day the bulletin expires.

If a seniority district does not wish to be covered by this Agreement upon implementation date, the General Chairman and Carrier must be notified of same ten (10) days prior to the effective date of this Agreement. Ten (10) days advance notice must also be given should a seniority district desire to be included under this Agreement subsequent to the effective date.

This Agreement signed this 23 day of November, 1994, becomes effective December 1, 1994. This Agreement shall remain in effect until cancelled by either party signatory hereto by serving ten (10) days written notice upon the other.

For the Employees:  
/s/ L. W. Parsons, Sr.

For the Carrier:  
/s/ S. A. Bannister

**Excerpt From  
Agreement of August 25, 1927  
(Pass Up Palestine - Riding a Bulletin)**

**Article VIII**

Conductors and Brakemen on bulletin runs on former Houston and Brazos Valley and Sugarland territory desiring to give them up will be required to remain on such runs until the expiration of the bulletin before being assigned to other service.

**Excerpt From  
Agreement of December 4, 1951  
(Pass Up - Bulletin Days Counted Toward)  
(Thirty (30) Day Pass Up Rule, Page 106)**

It is understood that under Agreement effective August 25, 1927, Article 8, conductors and brakemen on H&BV and Sugarland required to remain on such runs until expiration of the bulletin will be permitted to serve notice on the ninth day that they desire to pass up the run at the expiration of bulletin. The intention is that the fifteen (15) days including the six (6) day bulletin as provided in the agreement will apply to those runs. (Modified by Thirty (30) Day Pass Up Agreement, Page 106.)

**Excerpt from IGN Import Agreement  
March 30, 1998, Page 191  
(Movement between Zones)**

**VIII. Movement Between Zones**

- A. The exercise of seniority between zones will be governed by applicable provisions of the IGN Agreement, as amended. In connection therewith, it is understood the IGN "Pass Up" rule is in effect for the entirety of the territory comprising the Houston Hub.
- Note:** The exercise of seniority pursuant to the IGN "Pass Up" rule, will be governed by the employee's relative seniority standing in the zone that he or she is attempting to exercise his or her displacement .
- B. Nothing herein will be interpreted to amend or otherwise alter existing limitations and/or restrictions contained in the "Pass Up" rule governing the exercise of seniority between road and yard service assignments.
- C. In the event problems arise in connection with the exercise of seniority between zones comprising the Houston Hub, the parties agree to promptly meet to resolve such problems and/or issues.

**Letter of Understanding  
February 24, 1997  
(Question 30 of 1996 Crew Consist Agreement)  
(Riding a Bulletin - Vacant)**

Mr. L. W. Parsons, Sr.

This has reference to your correspondence of January 30, 1997 to your Organization's Local Chairmen (copy attached) wherein you clarify the intent, interpretation and application of Question and Answer No. 30 of the Gulf Coast Lines Crew Consist Agreement dated October 3, 1996 (See Page 137). The parties have discussed the contents of the January 30, 1997, correspondences at length and determined it to be in everyone's best interests to formalize the interpretations set forth therein.

It is the intent of this understanding to clarify and confirm the parties' intended application of Question and Answer No. 30 of the above-referenced Crew Consist Agreement. Question and Answer No. 30 reads as follows:

"Q30 May employees on a bump board ride a vacancy for the life of the bulletin to help identify the number of employees that may be eligible for a reserve board spot and enable the senior applicant to move to a reserve board vacancy?"

"A30 Yes, but the employee on the bump board may not be forced to ride a vacancy for the life of the bulletin."

The parties agree the following shall apply with respect to the application of Q&A No. 30:

1. In order for an employee to "ride a bulletin", said employee must not be able to exercise his/her displacement right on any other position at the location.

**Note:** It is not intended that an employee must exhaust his/her seniority on the entirety of the seniority district before he/she can "ride a bulletin". For example, it is not intended a common employee in Palestine must displace a junior employee working in San Antonio before he/she can ride a bulletin on his/her territory. It is intended, however, said employee must displace a junior employee working in the same territory as the employee on the bump board (e.g., on Palestine prior rights territory).

2. The bulletin that the employee is attempting to "ride" must be one in which there has not yet been any other employee assigned (in particular, one in which an employee from the extra board has already been assigned) or must be an assignment which works out of the employee's home terminal.
3. An employee who "rides a bulletin" cannot be thereafter be displaced by a senior employee from the extra board.
4. An employee who elects to "ride a bulletin" shall, in conjunction therewith, also be considered as having made an irrevocable bid on said position.

If the foregoing properly reflects our understandings and agreement on this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office.

Attachment

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Yours truly,  
/s/ A. Terry Olin  
General Director - Labor Relations

**Letter of Understanding**  
January 23, 1998  
(Question 30 of 1996 Crew Consist Agreement)  
(Riding a Bulletin - Vacant)

Mr. L. W. Parsons, Sr.

This refers to the parties' discussions concerning application of Question and Answer No. 30 of the Gulf Coast Lines Crew Consist Agreement, dated October 3, 1996, (See Page 137) and the February 24, 1997 Letter of Understanding (above) (copy attached).

Question and Answer No. 30 permits employees to voluntarily "... ride a vacancy for the life of the bulletin...." The February 24, 1997 Letter of Understanding clarifies the parties intent with respect to the application of Question and Answer No. 30. Of specific reference here, Item 1 of the February 24, 1997 Letter of Understanding provides an employee may "ride a bulletin" if the employee is not "... able to exercise his/her displacement right on any other position at the location."

In discussing application of the above-referenced provisions in the new Houston Hub, the parties have agreed to modify Item 1 of the February 24, 1997 Letter of Understanding (Page 107 above) as follows:

1. An employee may "ride a bulletin" although he or she may exercise his or her displacement right on another position at the location. In other words, an employee may, even though he or she has not exhausted his or her seniority or displacement right(s) at a location, elect to "ride a bulletin."
2. Except as set forth in 1 above, this modification will not serve to change any other provision or practice pertaining to application of Question and Answer No. 30 and/or the February 24, 1997 Letter of Understanding.
3. This modification will be applicable only on the territories comprising the Houston Hub.
4. This agreement may be canceled by the serving of a forty-five (45) day advanced written notice on the other party.

**Note:** In the application of this accord, it is not the parties' intent to otherwise change the provisions of the February 24, 1997 Letter of Understanding. In particular, it is understood the provisions of Sections 3 and 4 of the February 24, 1997 understanding are unaffected by this agreement.

If the foregoing properly and accurately reflects the parties' understanding in this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office at your earliest opportunity.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Letter of Understanding**  
July 14, 1931  
(Bulletin Assignment - Established)

Mr. L. A. David

This will acknowledge receipt of your letter of July 9th, rendering your decision in the following case which was handled at our conference of July 8th.

**Case No. 3:**

Claim of Brakemen A. H. Fuller and H. H. Holland for time tied up at Valley Junction, August 25th to 30th, 1929, inclusive, and request for ruling as to when a bulletined run becomes an established run.

It developed at our conference that the time claim had been disposed of in conference with the General Chairmen representing the four (4) organizations of train and engine men and the claim was therefore submitted to you in error. Your ruling on the question as to when a bulletin run becomes an established run is accepted with the understanding that when a bulletin is issued advertising a run for bid that such run at that time becomes an established run.

D. A. McKenzie, BRT

**Letter of Understanding**  
June 9, 1934  
(Bidding Own Vacancy)

Mr. E. B. Thompson, ORC  
Mr. R. P. Stevens, BRT

Conference June 4th, with reference to interpretation of Article 32, Second Paragraph(2), Trainmen's Agreement, handling of trainmen bidding in their own vacancies.

# MEMORANDUM OF AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION  
(HOUSTON HUB)**

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## ROAD YARD BUMP PROCEDURE

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The parties desiring to limit the relocation of trainmen to the extent possible have reviewed the bump procedures of the schedule labor agreement applicable in the Houston Hub. The existing bump procedures applicable to road/yard movements place an undue burden on the trainmen holding common Houston Hub seniority. Therefore it is agreed:

### ARTICLE I. DEFINITIONS

The following will be considered road assignments:

1. Regularly assigned in Pool Freight, Local Freight, TSE or Passenger Service,
2. Holding a Road Extra Board (conductor or brakeman), or Combination Extra Board.

The following will be considered yard assignments:

1. Regularly assigned to a yard engine including daily preference boards where such board exist,
2. Holding a Yard Extra Board.

### ARTICLE II. MOVEMENT BETWEEN ZONES

The exercise of seniority between zones will be governed by the Thirty (30) Day Pass-Up Rule applicable in the Houston Hub subject to the following conditions.

### ARTICLE III. MOVEMENT BETWEEN ROAD AND YARD

Trainmen in a particular zone of the Houston Hub gaining a displacement right in road service may not exercise seniority to yard service in the Houston Hub unless the trainman has held a road assignment, for sixty (60) consecutive days

If the trainman gaining the displacement right in road service has not held a road assignment for sixty (60) consecutive days but does not have sufficient seniority to hold a road assignment in the zone where displaced then the displaced trainman may exercise seniority to road service at any location in the Houston Hub or to yard service only in the zone where the displacement right was gained and must remain in yard service for a period of sixty (60) days seniority permitting.

Trainmen in a particular zone of the Houston Hub gaining a displacement right in yard service may not exercise seniority to road service in the Houston Hub unless the trainman has held a yard assignment for sixty (60) consecutive days.


If the trainman gaining the displacement right in yard service has not held a yard assignment for sixty (60) consecutive days but does not have sufficient seniority to hold a yard assignment in the zone where displaced then the displaced trainman may exercise seniority to yard service at any location in the Houston or to road service only in the zone where the displacement right was gained and must remain in road service for a period of sixty (60) days in that zone seniority permitting.

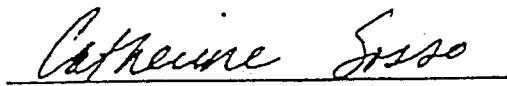
The above provisions will supersede the provisions of the Memorandum of Agreement dated November 1, 1976, which was incorporated into Article 32, Bulletin Rule - Pass Up Rule of the IGN Agreement and subsequently made applicable to the entire Houston Hub in the March 30, 1998 IGN Import Agreement.

This agreement will become effective June 10, 2000.

For United Transportation Union:

For Union Pacific Railroad:

  
L. L. Overton  
General Chairman, UTU

  
C. J. Sosso  
Director Labor Relations, UPRR

*Signed June 1, 2000*

We are agreeable to putting into effect the interpretation which was made by General Chairman of the ORC, and General Chairman of the BRT, on November 25, 1927, with Trainmaster Ham, which reads as follows:

"Second paragraph, Article 32, reads as follows:

'Senior men in service to be given preference, but senior trainmen declining the service indicated will forfeit their rights in such service until they again become vacant, unless through no fault of their own the senior trainmen are thereafter deprived of runs held or bid in by them in the exercise of their seniority rights, in which instance they will be assigned to runs of their choice held by younger men.' "

"This language clearly provides that when a man gives up a bulletin run he forfeits all rights to such run until it again becomes vacant or he is deprived of a run through no fault of his own, and it does not provide, with the reading of this article, that he can bid in the vacancy created by him."

This language in the above quoted article provides where a man declines a service that he will forfeit his rights to such service until it again becomes vacant. This certainly would not permit a man to decline a bulletin run and then attempt to bid same back under the language of this article nor will they be permitted to do so.

/s/ L. A. David

**Memorandum of Agreement**  
December 7, 1970  
(Conductor No Bid Assignments)

When positions for conductors are bulletined and no bids are received, the junior unassigned conductor in service, except those regularly assigned as yardmasters, will be assigned. The conductor so assigned cannot be displaced by an older conductor who had an opportunity to bid on the run, unless he loses a position as conductor through no fault of his own.

This Agreement shall become effective January 1, 1971.  
Signed at St. Louis, Missouri, this December 7, 1970.

**Memorandum of Agreement**  
November 1, 1976  
(Bump Procedure - Road And Yard Fence)

It is agreed that Article 32, Section A(3) of the Road Trainmen's Agreement on the former International-Great Northern Railroad (IGN) shall be interpreted to mean that a conductor or brakeman employed on the Palestine Seniority District, losing a position through no fault of his own, will be permitted to exercise his seniority in any class of road service. However, if his seniority is such that he cannot hold a regular job in road service or the road extra boards, he will displace in yard service, seniority permitting.

This agreement signed in St. Louis, Missouri, this 7th day of October, 1976, becomes effective November 1, 1976, and shall remain in effect until modified or cancelled upon thirty (30) days' written notice from either party to the other, without following the procedures of the Railway Labor Act.

**Letter of Understanding**  
November 3, 1995  
(No Fence - San Antonio Only)

Mr. Larry W. Parsons, Sr.

Reference our discussion concerning the current requirement that employees on the San Antonio/Laredo seniority district must first place on a road position when cut back, and the district's desire to remove the distinction between road and yard in those instances.



Therefore,

**It is Agreed** that Article 32, Section A(3) of the road Trainmen's Agreement on the former International-Great Northern Railroad (IGN) shall be interpreted to mean that a conductor or brakeman employed on the San Antonio/Laredo Seniority District, losing a position through no fault of his own, will be permitted to place in line with his/her seniority in the district.

If the above properly reflects your understanding, please sign the second copy and return a copy to me.

Concur:  
/s/ L W Parsons, Sr

/s/ S. A. Bannister

**Letter of Understanding**  
February 23, 1998  
(Conductor Twenty-Four (24) Bump Procedure)

Mr. L. W. Parsons, Sr.

This has reference to the parties' discussions regarding the time afforded trainmen to exercise displacement rights under the IGN Collective Bargaining Agreement and, specifically, our intent to ensure employees are afforded the same period in which to exercise such rights.

Article IV, Section (4), Paragraphs (c) and (d) of the August 6, 1993 Crew Consist Agreement (See Page 128) provide that employees force assigned to no bid vacancies or who have a displacement right, must accept the assignment or displace a junior employee within twenty-four (24) hours. A question has arisen with respect to what employees are governed by this twenty-four (24) hour period for exercising a displacement right. To avoid disputes regarding application of this provision, and to ensure their consistent application, this letter will confirm the parties' understanding the twenty-four (24) hour displacement period applies to all crafts (conductors, brakemen, switchmen, foremen, etc.) governed by the provisions of the August 6, 1993 Crew Consist Agreement. Other rules contrary to these provisions or understandings are considered superseded and the cited provisions and/or this understanding will apply.

If the foregoing properly reflects the parties' understandings, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Sincerely,  
/s/ A. Terry Olin

**Memorandum of Agreement**  
August 19, 1993  
(Through Freight Divided at San Antonio)

The single pool protecting pool freight and unassigned service out of San Antonio to Taylor and Laredo shall be suspended and the following will be placed in effect:

1. The existing pool at San Antonio shall be designated as the "north" pool and shall protect service between San Antonio and Taylor; a "south" pool will be established to protect service between San Antonio and Laredo.
2. Local Chairman and CMS Director will determine the number of crews needed for each pool and will arrange to establish/adjust the pools in advance of effective date to ensure an orderly transition.
3. This change shall apply to pool service only and shall have no affect on locals.

4. The Carrier is to assume no addition expense as result of this change.
5. Vacancy procedures shall be amended to provide for the use of employees from one (1) pool in the other when normal vacancy procedures have been exhausted with proviso that acceptance is required if contacted.

This agreement signed this 19th day of the August, 1993 shall become effective upon implementation as worked out by the parties identified in item 2 above and shall remain in effect until either party signatory hereto serves fifteen (15) days' notice upon the other to cancel same.

For the Organization:  
/s/ J. L. Warren

For the Carrier:  
/s/ A. T. Olin  
/s/ T. L. Wilson, Sr.

**Memorandum of Agreement**  
October 24, 1984  
(Vacancies - Permanent )  
(Vacancy Procedure)

It is agreed that Article 32, Section B, of the former International-Great Northern Basic Schedule Agreement (IGN), the Memorandum of Agreement dated October 10, 1968, and the Letter of Agreement dated April 1, 1940, as they apply to conductors and brakemen on the former IGN are hereby suspended during the tenure of this Memorandum of Agreement.

Positions of regular assigned conductors and brakemen vacant for a period of twenty (20) days (excluding vacation period) will be considered permanent. Such vacancies will be bulletined as provided in Article 32, Section A(1), and assignment made as provided in Article 32, Section A(2).

This Agreement signed at Fort Worth, Texas, this 24th day of October, 1984, and shall become effective November 1, 1984, and remain in effect until cancelled on fifteen (15) days written notice by either party to the other without following the procedures of the Railway Labor Act.

/s/ R. A. Green , UTU

/s/ T. L. Wilson, Sr.

**Memorandum of Agreement**  
October 9, 1956  
(Bulletin Assignment - Posting)  
(Bulletin Assignment - Closing)

Covering bulletining of positions, effective November 1, 1956.

Bulletins will be posted on bulletin boards at each location. The five (5) days as provided in Article 32 are to be counted from the date the bulletin is issued at the home terminal where bulletins are issued. It is understood the five day duration is based on calendar days and not twenty-four (24) hour periods:

For example:

Bulletin posted 10:00 A.M. the 1st expired 10:00 A.M. the 5th.

Bulletins on new runs will not be posted more than six (6) days next preceding date that the new runs are actually put on.

Bulletins will close at 10:00 A.M., and the assignments will be made on or before 7:00 P.M., on the date the bulletins close.

This Memorandum of Agreement cancels Memorandum of Agreement effective October 1, 1947, dated at Houston, Texas, September 17, 1947, and shall remain in effect until cancelled on thirty (30) days written notice from either of the parties to the others.

**ARTICLE 33**  
**TESTING AIR, CLOSING CAR DOORS**  
**AND COUPLING HOSE**  
(Air Pay)

At all terminals where trains are made up and carmen are employed, trainmen will not be required to close car doors, couple or uncouple air hose, steam, signal or backup hose nor will they be held responsible for care of backup hose or required to test air brakes. Trainmen will confer with carmen to ascertain if air brakes are in good working order before leaving terminal.

**Memorandum of Agreement**  
December 1, 1967 & April 1, 1968  
(Air Pay)

Effective as of December 1, 1967 yardmen required to couple and uncouple air, steam and signal hose will be allowed the \$1.71 under terms of applicable agreements, even though no carmen are employed at Taylor, Texas only.

Effective April 1, 1968 the \$1.71 air coupling allowance will be paid road brakemen required to couple and uncouple air, steam and signal hose at Taylor, Texas, subject to the exceptions contained in the agreement of April 9, 1954 applicable to yardmen.  
(Subject to future wage adjustments.)

**Note:** Similar agreement in effect covering conductors at Taylor dated April 3, 1968.

(Amended by Article VIII, October 31, 1985 National Agreement - refer to Article 18 Page 33.)

**Excerpts From Yardmen's Agreement Item 2,**  
April 9, 1954  
(Air Pay)

The allowance herein provided for shall not be applicable or payable when yardmen are required to couple or uncouple air, signal and steam hose as follows:

- (a) Between engine and car, engine and caboose, or engine and another engine.
- (b) Between cars or between engine and cars where yardmen cut a railroad crossing, street or road crossing to permit traffic to use such railroad, street or road crossing.
- (c) When setting out bad order cars or in case of defective equipment or air hose, or when coupling breaks in two after train has been made up.
- (d) Between cuts when doubling from one (1) track to another where one (1) track will not hold entire cut of cars.
- (e) When air hose can be uncoupled by turning angle cock and pulling the pin.
- (f) Yardmen will not be required to perform this service on cars other than those handled or to be handled by the engine with which they are working.
- (l) The independent allowance provided herein shall be paid separate and apart from the work day and shall not be considered in arriving at overtime rate nor in computing overtime.

**ARTICLE 34  
CREW CONSIST**

**1968 Crew Consist Agreement  
March 15, 1968**

Conductors will not be required to take out regular or irregular trains without full crews; and none but qualified conductors will be permitted to run such trains.

In full and final settlement of the notice served by the Brotherhood of Railroad Trainmen (BRT) on July 2, 1965, and notices served upon the Brotherhood by the Carrier on December 27, 1965, identified as Mediation Case Nos. A-7562 and A-7562-Sub.1, respectively, it is agreed:

**I**

Yard crews shall consist of not less than a foreman and two (2) helpers.  
(Modified by Later Crew Consist Agreements)

**II**

Road freight crews shall consist of a minimum of two (2) brakemen, except that crews performing service exclusively on the portions of railway listed below shall consist of a minimum of one brakeman.  
(Modified by Later Crew Consist Agreements)

Bloomington	-	Seadrift
Bloomington	-	Victoria
Sugarland	-	Settegast (one local assignment)
Baytown	-	Settegast (one local assignment)
New Iberia	-	Garden City (one local assignment)
Eunice	-	Crowley

(It is understood that this includes the use of main line where necessary to reach initial or final terminals of the branch line train.)

**III**

This agreement does not change currently effective agreements, rules, awards and practices relating to self-propelled machines and passenger crew consist.

**IV**

For the purpose of affording employee protection in the application of this agreement there shall be three (3) groups of employees, as follows:

**GROUP A**

- (1) Road trainmen and yardmen whose seniority antedates January 25, 1964, and
- (2) Road trainmen and yardmen whose seniority date is between January 25, 1964 and March 15, 1968 (both dates inclusive) and who were not furloughed as of March 15, 1968.

**GROUP B**

Road trainmen and yardmen with seniority date between January 25, 1964 and March 15, 1968, and who were on furlough as of March 15, 1968.

**GROUP C**

Road trainmen and yardmen whose seniority date is subsequent to March 15, 1968.

Where crew consist rules prior to January 25, 1964 required three brakemen or three helpers, such jobs will not be reduced below that number if it will furlough employees in Group A. Jobs permitted

to work with one brakeman under this agreement will not be reduced to below two (2) brakemen if it will furlough employees in Group A or B. Employees in Group C will have no rights to blankable jobs.

## V

The Carrier will restore the positions remaining on the negotiable list furnished the Brotherhood under the terms of the "Jacksonville Understanding" except those which are not required to be filled under the terms of this agreement. This restoration is to be required directly or indirectly to fill these specific assignments. In other words, pending hiring of additional required manpower (which will be no later than July 1, 1968), no more doubling will be required to fill these specific assignments than would be required if they were not filled. It is further understood that the Company will promptly use its best efforts to hire the necessary additional men in order to fulfill this obligation, and BRT will cooperate in attempting to locate such men.

## VI

This agreement signed at St. Louis, Missouri this 15th day of March, 1968 supersedes all agreements, rules, awards, decisions and practices regarding consist of crews in conflict herewith, and will remain in effect until changed in accordance with the Railway Labor Act, as amended.

### 1980 Crew Consist Agreement

MARCH ~~April~~ 17, 1980

In full and final settlement of the Carrier's Section 6 notices dated June 13, 1977, as they pertain to the consist of crews in road and yard service:

#### It Is Agreed:

The consist of all road freight and yard crews, except as otherwise provided in this Agreement, shall not be less than a conductor (foreman) and two (2) brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

#### Article 1. Reduction Of Crew Members By Attrition

The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employee under schedule rules will be blanked, nor will a protected employee be furloughed or remain on furlough as long as a reduced crew is operating on his seniority district, except under certain conditions hereinafter provided. A protected employee may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

#### Article 2. Rights Of "Protected" Employees

- (a) All employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this Agreement shall be known and designated as "protected employees." Any such employee in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall be a protected employee.
- (b) A protected employee shall retain the right to exercise Seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this Agreement), subject to certain conditions provided for in this Agreement. The protection against furlough for employees protected under preexisting crew consist agreements is preserved.
- (c) Brakemen and/or switchmen establishing seniority after the effective date of this Agreement shall be known and designated as "non-protected employees" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

**Article 3. Definition: "Must-fill," "Blanked & Blankable" Positions**

- (a) The term "must-fill," positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this Agreement.
- (b) The term "blanked" position refers to a second brakeman or helper on a crew which is not filled and works as a "reduced" crew.
- (c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

**Article 4. Rights To Perform Service By Employees In Craft**

No Carrier supervisor, official, or non-craft employees (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

**Article 5. Protected Employees Working On Standard Crews**

No protected employee will be moved from a standard crew of a conductor/foreman and two (2) brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two (2) brakemen/helpers, except as provided in Article 13 hereof.

**Article 6. Filling Must-Fill Positions - Permanent**

(Abolished by August 6, 1993 Crew Consist, Page 128)

**Article 7. Extra Boards**

(Abolished by December 1, 1988 Crew Consist Agreement, Page 123)

**Article 8. Maintaining Sufficient Employees**

The Carrier shall maintain a sufficient number of employees to permit reasonable lay off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

**Article 9. A Member Of Standard Yard Crew Fails To Report**

In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis not to exceed one (1) hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this Agreement. (Modified by October 3, 1996 Crew Consist, Page 137)

**Article 10. A Member Of Standard Yard Crew Lays Off During Tour Of Duty**

In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two (2) crew members may be required to work not to exceed one (1) hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two (2) crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

**Article 11. A Member Of Standard Road Crew Fails To Report**

In the event a standard road crew member fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away from home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, including caboose(s). The two (2) crew members so used will be paid Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

(Note: 1988 Crew Consist Agreement removed car and train length restriction)

If an employee is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

**Article 12. A Member Of Standard Road Crew Lays off At Distant Terminal**

If a trainman on a standard train crew on a straight away road assignment marks off at the away from home terminal for reasons of his own, the remaining two (2) crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet, including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

(1988 Crew Consist Agreement removed car and train length restriction)

In the event that the train does contain more than 121 cars, or 6,840 feet, including caboose(s), so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

**Article 13. Filling Vacancies At The Away From Home Terminal**

(Abolished by 1988 Crew Consist Agreement, Page 123 and 1993 Crew Consist Agreement, Page 128)

**Article 14. Car And Train Length Limitations As Applied To Reduced Crews**

(Abolished by 1988 Crew Consist Agreement, Page 123)

**Article 15. New Service Operations, Non-Revenue Trains, Hours Of Service Relief**

(Abolished by 1988 Crew Consist Agreement, Page 123)

**Article 16. Portable Radios**

- (a) Portable radios will be furnished for use by all members of reduced crews consisting of one conductor (foreman) and one brakeman (yard helper). Such radios will not exceed three (3) pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employee abuse or tampering.
- (b) Sufficient frequency channels will be utilized to provide safe communication.
- (c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios nor will they be censured or disciplined in any manner for refusing to do so.
- (d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

**Article 17. Permanent Assignment Of A Standard Crew Consist**

- (a) The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.
- (b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this Agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employee making application of the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

**Article 18. Special Allowance For Working On A Reduced Crew**

Beginning on the effective date of this Agreement, road freight train and yard service crew members, both protected employees and non-protected employees, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as

compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost of living allowance increases from January 1, 1978, and to all future wage and cost of living allowance increases becoming effective on or subsequent to the date of this Agreement.

**Article 19. Productivity Fund**

(a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employees as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost of living adjustments.

(Payment adjusted by 1988 Crew Consist Agreement, Page 123)

(b) Separate Employee Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed by the General Chairmen and Carrier's Director of Labor Relations. At the end of each year, each protected employee performing service in that particular seniority district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid vacation day taken by a protected employee in road freight and/or yard service will be credited in computing his share of the Productivity Fund.

(Modified by Houston Hub Agreement, June 11, 1997, Page 169)

**Example**

Amount in Fund at the end of year	\$ 288,000	
Number of protected employees		200
Total number of road freight service trips and yard tours of duty protected employees only	12,000	

\$288,000 divided by 12,000 = \$24 per share  
Each protected employee receives  
\$24 x the number of his trips or tours of duty.

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employee's annual share of the Employee's Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.

**Example**

The protected employee earns \$27,000 for service performed.  
His payment from the fund for the year could not exceed \$9,000 (1/3 of \$27,000).

(d) Payment made to protected employees out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employee shared in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (1/3) of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payment made to protected employees out of the Productivity Fund shall not be used in the computation of any monetary guarantees.



- (h) A part time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The Local Chairman, with approval of the General Chairman, will furnish the Carrier's Manager of Payroll Accounting the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.
- (i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third (1/3) of their annual compensation for the preceding calendar year, adjusted to include cost of living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.
- (j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this Agreement.

**Article 20. Separation Allowance - Voluntary Yearly Separation**

To expedite attrition, an individual protected employee may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this Agreement. Such employee will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employee and Carrier's Director of Labor Relations.

**Article 21. Transferring To Fireman Craft**

Subject to the Carrier's legal obligations, when selecting new applicants for service in the fireman craft represented by the UTU, opportunity shall first be given to employees in train and yard service represented by the United Transportation Union on the basis of their relative seniority standing, fitness and other qualifications being equal. The Carrier will post notice when seeking new applicants.

**Article 22. "Personal Leave" Days**

- (a) Effective January 1, 1980, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

Years of Service	Personal Leave Days
Less than 5 years	2 days
Five years and less than 10 years	4 days
Ten years and less than 15 years	6 days
Fifteen years and less than 20 years	8 days
Twenty years or more	10 days

**(Modified by 1988 Crew Consist Agreement)**

- (b) The number of personal leave days each road freight service employee is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.
- (c) Personal leave days may be taken upon twenty-four (24) hours notice to an appropriate carrier officer and the employee will be paid one (1) basic day at the rate of the last service performed for each personal leave day or days. Should the carrier refuse an employee's request for personal leave day or days, those leave days will be carried over, but must be requested and granted prior to May 1 of the following year.
- (d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employee's position. Personal leave days for extra board employees and those in pool freight service will begin when they otherwise would have been called. When a member of a

crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

**Article 23. Handling Disputes Concerning Crew Consist Agreement**

The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Director of Labor Relations. Such conference will be held promptly at the request of either party.

**Article 24. No New Notices For Change In Crew Consist Agreement**

The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, employee productivity fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

**Article 25. Effective Date And Duration Of The Agreement**

This Agreement will be made effective within thirty (30) days of the date the Carrier is notified by the Organization that the Agreement has been ratified, and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

**This Agreement Ratified and Signed in St. Louis, Mo. April 17, 1980.**

**Side Letter #1**

A&S, MP - UTU Crew Consist Agreement  
March 17, 1980  
(Laying off)

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement of March 17, 1980:

If the Carrier believes that the number of lay offs during employees' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay offs.

AGREED:

/s/ C. F. Christiansen  
/s/ J. M. Hicks

/s/ O. B. Sayers

**Side Letter #2**

A&S, MP - UTU Crew Consist Agreement  
March 17, 1980  
(Protected Employees' Discipline)

This will confirm our several discussions and our agreement that the Crew Consist Agreement of March 17, 1980, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employees."

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

The parties will meet promptly and make every reasonable effort to negotiate a new investigation and discipline rule to substitute for present discipline rules in the various agreements.

AGREED:  
/s/ C. F. Christiansen  
/s/ J. M. Hicks

/s/ O. B. Sayers

**Letter of Understanding**  
March 19, 1980  
(Definition of "Emergency" As Used  
In Crew Consist Agreements)

Mr. C. F. Christiansen  
Mr. J. N. Hicks

This will confirm understanding reached in conference today with respect to interpretation of the word "emergency", as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed March 17, 1980.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to wit:

"EMERGENCY ... a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

**A. EMERGENCIES**

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fires, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. In road service, when a radio become inoperable after a train departs the initial terminal as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

**B. NOT EMERGENCIES**

1. No operable radio available
2. The need to perform work immediately, minus a condition such as those mentioned in A, above.
3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

If the above accurately reflects our understanding, please so signify in the spaces provided below.

/s/ C. F. Christiansen  
/s/ J. M. Hicks

/s/ O. B. Sayers

**Questions And Answers**  
**1980 Crew Consist Agreement**

March 17, 1980

(Q&A's Not Abolished by later Crew Consists Agreements)

**In General:**

Q1. Does this Agreement change or in any manner affect the consist of crews in passenger service?  
A1. No.

Q2. Does this Agreement change in any manner agreement rules and practices pertaining to the filling of Conductor/Foreman vacancies?  
A2. No.

**Article 11: (Sup. No. 1)**

Q1. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?  
A1. Yes, under these circumstances the time the crew starts switching rather than the time "the train starts to move from the track on which it was made up," will be controlling in the application of Article 11.

**Article 16(d):**

Q1. What is meant by the wording, "head end of train"?  
A1. The control unit of the locomotive.

**Article 19(b):**

Q2. In the event of the death of a protected employee who is entitled to payment from the Productivity Fund, will his part be paid to the estate or beneficiary?  
A2. Yes, at the end of the year when disbursements are made.

**(Sup. No. 1)**

Q3. Section (b) provides that for each paid vacation day taken by a protected employee he will be credited with that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employee also be credited in computing his share of the Productivity Fund?  
A3. No.

Q4. How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service under this article?  
A4. Seven (7).

Q5. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employees be credited in computing their share of the Productivity Fund?  
A5. Yes.

**Article 22:**

Q1. If a man with more than five years and less than ten (10) years of service, who is entitled to four (4) personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four (4) personal leave days?  
A1. Yes, but he could not get more than ten (10) personal leave days and holidays through the combination of the two.

(Modified to 11 Days by 1988 Crew Consist Agreement Page 123)

- Q2. In the event the same man, who qualified for and who is entitled to four (4) personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven (7) paid holidays and then takes a job that does qualify for holiday pay, how many personal leave days would he then be entitled to?
- A2. Three. (Modified to four (4) Days by 1988 Crew Consist Agreement Page 123)
- Q3. In the case of 20 year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten (10) days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rule, what is his eligibility for holiday pay?
- A3. He would not be eligible for holiday pay, as he used his maximum ten (10) days for the year, and no more holiday pay days would be due; similarly, if he used five (5) days of personal leave, he would only be eligible for the five holiday pay opportunities in the remainder of the year, i.e., in no event can a man accrue more than ten (10) days' personal leave or holiday pay in combination.  
(Modified to 11 Days by 1988 Crew Consist Agreement Page 123)
- Q4. If a passenger service employee, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?
- A4. Yes.
- Q5. An employee has five (5) years of service as of December 29, 1980, and is entitled to four (4) personal leave days, but there are only three (3) days remaining in the year. After taking three (3) personal leave day, may he then carry the fourth (4<sup>th</sup>) day over into the next year?
- A5. No.
- Q6. An employee who will have five (5) years of service on August 1, 1980, takes two (2) personal leave days prior to that date. Is he entitled to an additional two (2) personal leave days after August 1, 1980?
- A6. Yes.

**Side Letter #4**  
**October 31, 1985**  
 (Crew Consist Special Allowances not frozen)

Mr. Fred A. Hardin

This will confirm our understanding during the negotiations of the Agreement of this date that the provisions of Article I, Section 8(a), Article II, Section 1(b) and (d), and Article IV, Section 5(a) and (b), relating to the payment of arbitraries and special allowances, shall not apply to special allowances contained in existing local crew consist agreements that contain moratorium provisions prohibiting changes in such payments.

Please indicate your agreement by signing in the space provided below.

I agree:  
 /s/ Fred A. Hardin

/s/ C. I. Hopkins, Jr.

**1988 Crew Consist Modification Agreement**  
 December 1, 1988

It Is Agreed the basic Crew Consist Agreement between the parties dated March 17, 1980, is amended as follows for the former Gulf Coast lines:

**ARTICLE I - Crew Consist**

- (1) There shall be no car count or train length limitations in the operation of trains with crews of one (1) conductor/fireman and one (1) brakeman/helper.

- (2) If a must-fill position goes no bid the senior furloughed protected employee at the location that protects the assignment will be assigned. Otherwise, in the absence of a furloughed protected employee at that location, the junior employee holding a blankable position at the location that protects the assignment will be force assigned to the must-fill vacancy. The junior road employee holding blankable position will be forced to must-fill road assignment and the junior yard employee holding blankable position will be forced to must-fill yard assignment. However, should there be no employee holding a blankable position in either the road or yard the junior employee holding a blankable position at that location will be forced to the must-fill position.
- (3) Employees forced from blankable position to must-fill position as provided in Article I, (2) above, will receive no less than what they would have earned had they remained on their blankable positions. In addition, those employees in yard service who are forced to another yard assignment outside their starting time shift will be compensated one (1) basic day's pay at the yard rate on the first day such employee protects the assignment to which forced. Extra board positions are considered must-fill under the provisions of this Article. (Abolished By August 6, 1993 Crew Consist Agreement, Page 128)

**ARTICLE II - Guaranteed Extra Board**

(Modified By October 3, 1996 Guaranteed Combination Extra Board Agreement (Combo), Page 49)

- (1) Guaranteed Extra Boards shall replace existing extra boards including guaranteed extra boards as follows:
- (a) Road Extra Boards shall protect all road vacancies and will be established at the following locations:
 

1) Amelia	5) Bloomington
2) Baytown	6) San Antonio (IGN)
3) Houston (IGN)	7) San Antonio (SAUG)
4) Houston (STLBM)	8) Palestine
9) Ft. Worth (IGN)	
  - (b) Yard Extra Boards shall protect all yard vacancies and will be established at the following locations:
    - 1) Laredo
    - 2) San Antonio
    - 3) Corpus Christi
    - 4) Palestine
  - (c) Combination Road/Yard Extra Boards shall protect all road and yard vacancies and will be established at the following location:
    - 1) DeQuincy
    - 2) Kingsville
    - 3) Brownsville
- (2) The guarantee for the Extra Boards under Item (1) above shall be as follows:
- (a) Road - \$1807.03 per pay period which equates to 1800 miles at the brakeman's basic local rate of pay.
  - (b) Yard - \$1326.99 per pay period which equates to 11.5 days at the five (5) day yard helper rate.
  - (c) Combination Road/Yard - \$1807.03 per pay period which equates to 1800 miles at the brakeman's basic local rate of pay.
- Note:** Employees assigned to a guarantee board for less than a pay period will have their guarantee pro rates proportionate to the amount of time they are assigned to the board during a pay period. Guarantees are subject to wage increases.

- (3) New hires shall have their guarantee established in Article II(2) above reduced by the percentage applicable to the employee's earnings in Article IV, Section 6 of the October 31, 1985 National Agreement.
- (4) Payment of the guarantee shall be made on the payroll half for the payroll period in which the guarantee payment was incurred.
- (5) The Carrier shall regulate the number of employees on the Guarantee Extra Boards, but the Company shall ensure that a sufficient number of employees are on the Board to maintain the average mileage between 1650 and 1950 per pay period for the Road and Combination Road/Yard Guaranteed Extra Boards and between ten and one-half (10.5) and twelve and one-half (12.5) days per pay period for the Yardmen's Guaranteed Extra Boards. Such boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Tuesdays.
- (6) (a) All earnings, except penalty time claims, received by employees assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee. A Guaranteed Extra Board employee missing call or not available for service when first out will have the guarantee reduced by the amount he would have earned had he not missed call or been available for service, with a minimum reduction of one (1) guaranteed day.
- (b) Employees assigned to a Guaranteed Extra Board who miss a call when other than first out will have their guarantee reduced by one (1) day for each twenty-four (24) hour period or portion thereof they are off the board.  
**Example:** Brakeman A is first out and Brakeman B is second out. Brakeman A missed call for 7:00 a.m. local. Brakeman B also missed call for 7:00 a.m. local. Brakeman A's guarantee is reduced under the provisions of (a) above and Brakeman B's guarantee is reduced under the provisions of (b) above.
- (c) Employees marking off will not lose their place on the board unless they are not available at call time. At call time, employees in marked off status will be removed from the board and will forfeit one (1) day's guarantee for each twenty-four (24) hour period or portion thereof they are laid off from time they first marked off.  
**Note:** Employees marking off will not have their names removed from the extra board until call time when they are first out. Code-a-phone will indicate employees in marked off status.
- (d) An employee assigned to a Guaranteed Extra Board who is unavailable for more than two (2) occurrences per pay period will forfeit his guarantee for the pay period.
- (7) When there are no protected employees furloughed at the location (s) the extra board protects, such extra board will only protect must-fill positions.

**ARTICLE III - Productivity Fund/Special Allowance/Personal Leave**

- (1) The present \$48.25 productivity fund allowance in Article 19 of the basic agreement shall on the date this modified agreement is implemented be increased as follows:
  - (a) \$50.00 will be paid to the productivity fund.
  - (b) Protected employees will be compensated in addition to their normal earnings a productivity fund allowance of \$3.75 when working on a reduced crew.  
**Note:** Protected employees whose earnings are reduced under Article IV, Section 6 of the October 31, 1985 National Agreement shall have their "Productivity Fund" payments reduced a similar percentage amount.
- (2) The number of Personal Leave Days shall on the effective date of this agreement be increased by one (1) day in each of the years of service brackets, up to 11 days as set forth in Article 22 (a) of the basic agreement.

- (3) The Special Allowance payments provided for in the basic Crew Consist Agreement shall only be applicable to crew members who are protected employees under the terms of this modified agreement.

**ARTICLE IV - Separation Allowance/Protection**

- (1) (Separation Allowance has been paid)
- (2) All Union Pacific employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on or before the effective date of this agreement, except neither those employees covered by Article VIII, Section 2, Paragraph 3 of the Manning Agreement as revised by Article XIII Firemen, Section 1, Paragraph 11, of the October 31, 1985 National Agreement nor those HB&T employees covered by the agreement and side letter dated April 8, 1981 which expanded the work opportunity of said HB&T employees by affording them a brakeman's seniority date of May 2, 1981 on the Kingsville Division of the former Missouri Pacific Railroad, shall be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

**ARTICLE V - General**

- (1) The basic Crew Consist Agreement dated March 17, 1980, shall continue to apply except where specifically amended by this Agreement.
- (2) The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, employee productivity fund deposits and the administration thereof. Furthermore, it is understood this Crew Consist Modification Agreement is an agreement between Union Pacific Railroad Company (former Missouri Pacific Gulf) and the United Transportation Union (UTU), and the provisions of said agreement are not subject to change by provisions of any "National Agreement" between the National Carriers Conference Committee (NCCC) and the United Transportation Union.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

- (3) The Carrier shall serve ten (10) days written notice upon the Organization before implementing this agreement.
- (4) Signed at Spring, Texas, this 1st day of December, 1988.

/s/ R. A. Green , UTU

/s/ R. R. Gentry      /s/ T. L. Wilson, Sr.  
/s/ R. D. Meredith

**Letter of Understanding**

August 7, 1992

(Eligibility for Trip Credits)

Mr. J. L. Warren

This will acknowledge your letter of August 5, 1992 concerning trip credits and your request that handling be given with appropriate parties to ensure that trip credits are afforded to those eligible employees only under the terms of the Crew Consist Agreement, as amended, i.e:

1. When performing service in yard or freight service that is operated with a crew of one (1) conductor or foreman and one (1) brakeman or yard helper.
2. For each paid vacation day taken by a protected employee in road freight and/or yard service.
3. Actual days lost from assignments by part time Union Officers.
4. Two-thirds (2/3) credit for extra board employees marked up and not used.
5. When working as a hostler/hostler helper.



# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
T. Gary Taggart  
Directors- Labor Relations



1400 Douglas Street  
STOP 0710  
Omaha NE 68179-0710  
Office: (281) 350-7585  
Office: (402) 544-4562

October 1, 2008 (380.65-1)

MR L.R. BUMPURS  
GENERAL CHAIRMAN - UTU  
400 RANDAL WAY - SUITE 102  
SPRING TX 77388

Dear Sir:

This will acknowledge our various discussions concerning trip credits and the parties mutual understanding of crew consist protected employees' entitlement(s) to trip credits, pursuant to Article 19 of the basic Crew Consist Agreement dated April 17, 1980, as amended. Accordingly, a protected trainman/switchman will receive a trip credit:

1. When performing service in yard or road service.
2. When performing service as a hostler/hostler helper, or as a utility position.
3. When performing service as full-time protected union officers or part-time union officers. Full-time protected union officers must submit their prior years U.T.U. W-2/supplemental earnings to the Timekeeping bureau in order to adhere to the one-third (1/3<sup>rd</sup>) cap.
4. Two-thirds (2/3) credit for protected extra board and supplemental extra board employees each day he/she is marked up and not used.
5. For each paid Vacation, Personal Leave, Bereavement, Jury Duty, Annulled, Holiday (H1), Operation Lifesaver, Rules Testing, Safety Meeting, Peer Support, Service Unit Company business, Company Business-CMS, RCO Training, Total Safety Culture, Employee Involvement, and any other similar program(s) of a safety nature, and Critical Incident day incurred by a protected employee taken by a protected employee in road and/or yard service.
6. It is not intended to eliminate any paid status currently receiving trip credits that may have been omitted above.

If the foregoing is acceptable to you, please so indicate by signing in the space provided, returning the original to me and retaining a copy for your records.

Agreed.

T. Gary Taggart  
Director Labor Relations

Sharon Boone  
Director Labor Relations

I CONCUR:

L. R. Bumpurs Oct. 6, 2008  
L. R. Bumpurs, General Chairman - UTU Date

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
T. Gary Taggart  
Directors— Labor Relations



1400 Douglas Street  
STOP 0710  
Omaha NE 68179-0710  
Office: (281) 350-7585  
Office: (402) 544-4562

380.65-1

October 1, 2008

MR L.R. BUMPURS  
GENERAL CHAIRMAN - UTU  
400 RANDAL WAY – SUITE 102  
SPRING TX 77388

Dear Sir:

This will acknowledge our various discussions concerning the productivity funds and specifically Article III of the December 1, 1988 Crew Consist Modification Agreement.

Article III – Productivity Fund/Special Allowance/Personal Leave of the December 1, 1988 Crew Consist Modification Agreement reads in part:

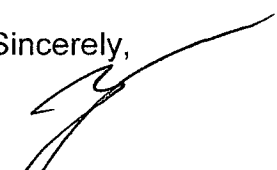
- “(1) The present \$48.25 productivity fund allowance in Article 19 of the basic agreement shall on the date of this modified agreement is implemented be increased as follows:
- (a) \$50 will be paid to the productivity fund.
  - (b) Protected employees will be compensated in addition to their normal earnings a productivity fund allowance of \$3.75 when working on a reduced crew.”

Accordingly, protected employees will be compensated in addition to their normal earnings for a tour of duty incurred, excluding deadheads and non service trips, a productivity fund allowance of \$3.75 when working on a conductor/foreman only or conductor/foreman and brakeman/helper assignment. The total of these payments received by an eligible employee during the applicable productivity fund year, when combined with the employee's disbursement from the trainman's productivity fund for the productivity fund year, shall not exceed one-third (1/3) of his/her total earnings from that productivity fund year.


When computing one-third (1/3) of a protected employee's compensation, any productivity fund year, payments or credits received from the productivity fund, including the \$3.75 productivity fund payments will not be included in the computation.

If the foregoing properly reflects our understanding, please so indicate by signing in the space provided, and returning the original copy to me and retaining a copy for your records.

Sincerely,

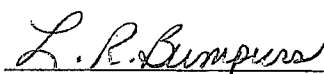


T. Gary Taggart  
Director – Labor Relations



Sharon F. Boone  
Director – Labor Relations

I concur:



L. R. Bumpurs  
L. R. Bumpurs, General Chairman, UTU

# UNION PACIFIC RAILROAD COMPANY

1400 Douglas Street, STOP 0710  
OMAHA, NEBRASKA 68179-0710



May 17, 2005

Mr. L. R. Bumpurs  
General Chairperson  
United Transportation Union  
400 Randal Way, Suite #102  
Spring, TX 77388

Dear Mr. Bumpurs:

This has reference to the parties' discussions concerning the implementation of trip rates for trainmen working in through freight service and, in particular, the issue of whether Union Pacific's ("UP") offset of trip overtime by the amount of terminal time (initial terminal delay) incorporated into the applicable trip rate is proper under the provisions of Article V of the of the August 20, 2002 UTU National Agreement. In concert therewith, this letter will confirm the parties' agreement regarding the resolution of the aforementioned matter.

The genesis of this issue is found in Agreement rules governing the payment of overtime and/or terminal time. Prior to the implementation of trip rates, a pool freight conductor, for example, did not receive payment for both terminal time (initial terminal delay) and overtime. Rather, he or she was paid the greater of either the total of his or her terminal time, if any, or the overtime, if any, for the trip. The implementation of trip rates, however, in effect modified this arrangement by essentially paying an amount of terminal time, through the incorporation of initial terminal delay into the trip rate, notwithstanding the fact the conductor may have earned and been paid overtime for the trip.

In UP's view, the foregoing outcome contradicts an essential underpinning of Article V – i.e., the implementation of trip rates *should* “. . . neither create nor result in additional pay-related costs for a carrier, nor gains for its employees, nor losses for pre October 31, 1985 employees . . .” Specifically, the payment of both overtime and, through the inclusion of a monetary amount or factor for terminal time in the trip rate, terminal time generates a windfall for the employee – a result contrary to the mandate in Article V, Part A, Section 1, Paragraph (a). Moreover, this implementation essentially modifies the longstanding pay arrangement between terminal time and overtime – again, an outcome contrary to the language of Article V, Part A, Section 1, Paragraph (b).

In UTU's view, the offset of overtime by the terminal time factor inherent in the trip rate stands in stark contrast with the requirements of Article V, Part A, Section 1, Paragraph (b) because it essentially modifies the manner in which overtime is to be paid. UTU also contends this offset generates a windfall for UP at the expense of a conductor's overtime earnings.

UP and UTU have extensively explored and discussed this issue this issue. The outcome of those efforts is a conclusion that depending upon the specific circumstances of a given run, either party could be correct. In other words, there are circumstances where

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UP's terminal time offset against overtime would appear appropriate to negate a windfall and, at the same time, there are other circumstances where the taking of the offset generates a windfall for UP.

Therefore, and in specific recognition of the requirements set forth in Article V pertaining to the payment of pay elements not incorporated into a trip rate (such as overtime) and the avoidance of windfalls to any party, UP and UTU have agreed to resolve this matter as set forth below:

1. The overtime earned by a conductor, brakeman and/or fireman (including trainees) will be offset by the amount of terminal time incorporated into the trip rate – "imbedded terminal time." The amount of such offset shall be determined by the calculations outlined in Item 2 below.
2. The amount used as the imbedded terminal time offset against overtime for a given run will be determined as follows:
  - a. Convert the monetary value of the imbedded terminal time (appropriate amounts for terminal time included in the trip rate) to a time (minute) basis by dividing the amount(s) for terminal time included in the trip rate by the applicable per minute overtime rate.
  - b. Round the quotient from Paragraph a, above, to the nearest whole minute. (Remainders of 0.5" or less will be rounded down to the nearest whole minute and remainders of 0.6" or more will be rounded up to the nearest whole minute.)
  - c. Multiply the result from Paragraph B, above, by 50% and round the result down to the nearest whole minute.
  - d.
    - i. If the result from Paragraph c, above, is 6 minutes or greater, the offset against overtime earned on a trip over the involved run will be the result from Paragraph c, above.
    - ii. If the result from Paragraph c, above, is 5 minutes or less, the offset against overtime earned on a trip over the involved run will be zero – i.e., there will be no offset against the earned overtime for this run.
3. The procedure set forth in Items 1 and 2, above, will be effective the first day of the first payroll period following the date this Agreement is fully executed by the parties.

Pursuant to it's earlier commitments and consistent with the foregoing, UP will reimburse affected employees by the amounts withheld in excess of the above-described procedure. Said reimbursement will be governed by the following:

1. UP will make the appropriate payments to affected employees by no later than the 2nd payroll period of August, 2005. Said payments will be made via

either a separate check/voucher or inclusion of the appropriate amounts in the employee's payroll check.

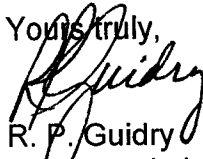
2. These payments will be subject to applicable Federal, State, Local and/or Railroad Retirement taxes and any other appropriate and legal garnishments.
3. Since these payments reflect reimbursement for earnings, the involved amounts will, if applicable, be applied against any applicable protection or guarantee benefits said employees are entitled to received. Similarly, the payments will be included as earnings for next year's vacation benefits entitlement, if any.
4. The amount reimbursed to each affected employee will be determined as follows:
  - a. For pool freight runs that the imbedded terminal time factor presently used to offset overtime is greater than 11 minutes, the amount an employee working on a pool/run will be reimbursed will equal 50% of the total amount offset against the employee's overtime earned in (on) the pool/run during the period between the date the trip rate(s) for the pool/run was implemented and the date this Letter of Agreement is placed into effect.
  - b. For pool freight runs that the imbedded terminal time factor presently used to offset overtime is 11 minutes or less, the amount an employee working on a pool/run will be reimbursed will equal 100% of the total amount offset against the employee's overtime earned in (on) the pool/run during the period between the date the trip rate(s) for the pool/run was implemented and the date this Letter of Agreement is placed into effect.

In connection with the foregoing, UP and UTU also recognize and agree to the following:

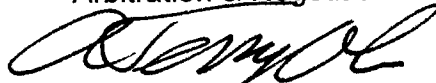
1. The terms and conditions of this settlement are made to address a set of circumstances unique and specific to UP. Consequently, this settlement will not be considered as a precedential interpretation or application of Article V of the 2002 UTU National Agreement. Additionally, this settlement is made without the prejudice to either UP's or UTU's position(s).
2. Except for disputes arising from the application of this understanding, neither UP nor UTU will cite or rely upon this settlement in any future forum or proceeding.
3. The terms of this understanding constitute full and final settlement of the issue(s) related to the offset of overtime by terminal time in connection with and following implementation of trip rates pursuant to Article V. Accordingly, the terms hereof will apply notwithstanding any other decisions or awards of the National Disputes Committee pertaining to this specific issue.

If the foregoing properly and accurately reflects our understandings on this matter, please so indicate by affixing your signature in the space provided below; returning one fully executed copy to my office at your earliest opportunity.

Yours truly,



R. P. Guidry  
Director – Labor Relations  
Arbitration & Negotiations



A. Terry Olin  
General Director – Labor Relations  
Arbitration & Negotiations

**AGREED:**



L. R. Bumpurs  
General Chairman, UTU

May 25, 2005  
Date

**APPROVED:**



M. B. Futhey, Jr.  
Vice President, UTU

In addition to the foregoing, you also requested that we amend the agreement to the extent that trip credits will be allowed to eligible employees working the "Texas Limited" between Houston and Galveston.

We are agreeable to your requests and by copy of this letter are requesting Mr. Gary Taggart to implement these changes effective August 16, 1992.

If the foregoing is acceptable to you, please so indicate by signing in the space provided, returning the original to me and retaining the copy for your records.

/s/ J. L. Warren, UTU

/s/ T. L. Wilson, Sr.

**Questions And Answers**  
**1988 Modified Crew Consist Agreement**  
(Following Q&A's not abolished by later Crew Consist Agreements)

**ARTICLE I**

- Q1. Can the Carrier operate conductor/foreman only under the provisions of this Modified Crew Consist Agreement?  
A1. This Modified Crew Consist Agreement makes no provision for operating with only a conductor/foreman.
- Q2. What is meant by the use of the term "location" in Article I (2)?  
A2. The geographic territory protected by the seniority district.
- Q3. May an employee with prior rights be forced off his prior rights territory?  
A3. This Agreement makes no changes in the handling of such employees.

**ARTICLE II**

- Q8. How shall Extra Board vacancies be filled?  
A8. Initially by bulletin, then by requests of individual employees.
- Q9. In the event Carrier has no requests for extra board positions how shall they be filled?  
A9. Inasmuch as such positions are considered must-fill, they will be filled in accordance with the provisions of Article I of this Agreement.
- Q10. How shall Extra Boards be reduced?  
A10. By cutting off the senior employee with request to be released. If no requests on file, then employees will be removed in reverse seniority order.
- Q11. Are the mileage/shift limitations for extra board employees as contained in Article 7 of the basic Crew Consist Agreement set aside by this Modified Agreement?  
A11. Extra boards shall be regulated in accordance with Article II (5) of the Modified Agreement.
- Q12. Under provisions of Article II (5) will the extra boards be regulated at substantially the same time on adjustment day?  
A12. Yes, boards will be regulated generally between 8:00 a.m. and 12:00 noon.
- Q13. With the implementation of this agreement, will there be a period of initial time that the boards will be maintained status quo?  
A13. No, but for at least a period of thirty (30) days after implementation, the boards will not be reduced.
- Q14. What is meant by "not available for service" under Article II (6) (a)?  
A14. Failure to report after accepting call, etc.
- Q15. Will the earnings of employees on the Brakemen's Extra Board when used as a conductor count against their guarantee?  
A15. Yes.



- Q16. If an employee is not available for call for a conductor's assignment while on the Brakeman's Extra Board, will his/her guarantee be reduced in accordance with Article II (6) (a) or (b)?  
 A16. No, except where basic agreement requires that such employee be available for and protect conductor assignments.
- Q17. Would an employee laying off but marking up before losing his turn be charged an occurrence?  
 A17. No.
- Q18. Under the provisions of Article II (6)(d), what incidents will not count toward the two (2) occurrences of being unavailable resulting in forfeiture of the guarantee?  
 A18. Personal leave time under Article III (2); vacation time; absences at the request of the Carrier (e.g. court appearances and depositions, investigations, etc.), and Local Chairmen on union business.
- Q19. What constitutes an occurrence under Article II (6) (d)?  
 A19. Each lay off -- regardless of duration constitutes a separate occurrence.

### **ARTICLE III**

- Q21. Will the productivity money received under Article III (l) (b) be used to offset an extra board employee's guarantee under Article II (2)?  
 A21. No.

### **Arbitration Award 1993 Mediation Panel No. 18 August 6, 1993 Crew Consist Agreement**

It is agreed that all prior crew consist agreements between the parties are amended by the following:

#### **ARTICLE I - Crew Consist**

- (1) (a) The standard crew for through freight service and for all hours of service relief will be one (1) conductor.
- (b) Should the Carrier, after eighteen (18) months from implementation of this agreement, determine to operate assignments in local, road switcher, non-revenue or yard service with a crew of conductor/foreman only, this agreement does not preclude the serving of a notice to that effect by the Director of Labor Relations upon the General Chairman. Should the parties, upon consideration and conference regarding the request, be unable to reach agreement within thirty (30) calendar days that such assignment(s) may be operated with a crew of conductor/foreman only, the parties agree that such issue shall be resolved by final and binding arbitration. The arbitration proceeding shall be as follows:
- (i) An arbitrator shall be agreed upon within ten (10) calendar days of impasse, or the NMB will be asked to appoint an arbitrator within such time.
  - (ii) Hearings shall be held within thirty (30) calendar days of the date of selection or appointment.
  - (iii) The arbitrator shall render a decision within thirty (30) calendar days from the date on which the hearing is concluded and/or the record is closed. The arbitrator's decision is limited to whether or not the assignment(s) may be operated with a crew of conductor/foreman only and may not consider any of the other issues contained in this Agreement. The Carrier shall have the burden of presenting a thorough history of the particular assignment(s).
  - (iv) Expenses of the proceeding will be borne by the party incurring them. The fees and expenses of the arbitrator shall be shared equally by the parties.

**AGREEMENT**

**Among**

**UNION PACIFIC RAILROAD COMPANY**

**And**

**UNITED TRANSPORTATION COMPANY C,T &Y**

**AMENDMENT TO THE PRODUCTIVITY FUND AGREEMENT DATED  
OCTOBER 18, 1993**

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This refers to the administration of the Crew Consist Productivity Fund pursuant to the October 18, 1993, Agreement. Article X of the Agreement provides for distribution of the Productivity Funds based on fiscal year contributions to the Funds. However, the underlying Crew Consist Agreements provide a limitation on the fund distribution for eligible employees to one-third (1/3) of their total compensation is based on the preceding calendar year.

Accordingly, the parties agree to amend Section 1, Article X, Annual Division of the Productivity Fund, of the October 18, 1993 Productivity Fund Agreement as follows:

**“Section 1.** The fiscal year of the former MP Productivity Fund shall be October 1 through September 30; the fiscal year of the UP Productivity Fund shall be November 1 through October 31. The productivity sharing provided for by the Crew Consist Agreements dated March 17, 1980 (former MP), September 15, 1980 (UP-West), and June 29, 1984 (UP-ED) as amended, is limited to the extent the total amount of a protected employee’s annual share of his/her productivity fund cannot exceed one-third (1/3) of his/her total compensation for the applicable fiscal year.”

In addition, Article VII, Report of Payments, shall be amended to add the following:

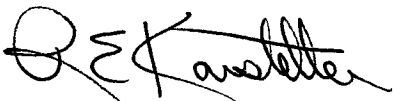
**“Note:** The Employer may furnish monthly ‘printouts’ to the General Chairperson via the use of electronic or computer-based delivery or transmission methods.”


This Amendment to the October 18, 1993, Productivity Fund Agreement will be effective during the fiscal year in which all parties have acknowledged


their agreement by signing below. This Amendment shall not be retroactive and no claims or grievances shall be filed as a result of this Amendment. This Amendment constitutes a separate agreement between the Employees and respective UTU General Chairperson signatory hereto.

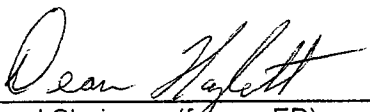
AGREED this 1<sup>st</sup> date of March, 2002.

FOR THE  
UNITED TRANSPORTATION UNION:

  
\_\_\_\_\_  
General Chairman (former MPUL)

  
\_\_\_\_\_  
General Chairman (former T&P)

  
\_\_\_\_\_  
General Chairman (former IGN)

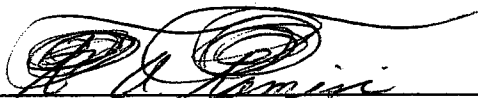
  
\_\_\_\_\_  
General Chairman (former ED)

FOR THE  
UNION PACIFIC RAILROAD COMPANY:

  
\_\_\_\_\_  
Director Labor Relations

  
\_\_\_\_\_  
Director Labor Relations

  
\_\_\_\_\_  
Director Labor Relations

  
\_\_\_\_\_  
Director Labor Relations

- (c) The Carrier may create single assignment positions to expedite operations. Such assignments will be compensated at the yard foreman rate of pay and may work with any number of through freight crews during a tour of duty. When conductor only operations expand to all classes of service, such single assignments may work with any number of yard and/or road crews during a tour of duty.
  - (d) The Carrier, at its discretion, may operate a through freight assignment with a brakeman in addition to the conductor. Any Brakeman position established pursuant to this section may be discontinued at the Carrier's discretion.
  - (e) When conductor only operations expand to all classes of service, the Carrier, at its discretion, may operate an assignment with a brakeman or yardman in addition to the conductor or foreman. Any brakeman/yardman position established pursuant to this section may be discontinued at the Carrier's discretion.
- (2) (a) There shall be no car count, train length limitation or work event restrictions on any of the Carrier's operations except as set forth in Section (2)(b).
  - (b) Conductors working conductor only on through freight trains that are required to perform more than three (3) work events will be compensated actual time spent performing work in excess of three (3) events with a minimum of one (1) hour at the pro rata rate applicable to the trip for each excess work event.
 

A work event is considered to be (1) straight pick up or one (1) straight set out. Picking up, setting out, or exchanging one or more locomotives and setting out bad order car(s) shall not be considered an event. Work performed in the initial and/or final terminal(s) will be governed by applicable rules.
- (3) (a) Conductor pools shall protect applicable pool freight service. If it is desired to use a brakeman on a pool turn, the vacancy will be filled from the appropriate extra board.
  - (b) Brakemen used in pool freight service shall be independent from the conductor and shall make the return trip when called by the Carrier. A brakeman worked to the away from home terminal may be called to work back to the home terminal as a conductor if no other conductor is rested and available. It shall also be permissible to deadhead the brakeman back to the home terminal upon arrival or after obtaining rest.

**ARTICLE II - Voluntary Separation Allowance**

- (1) The Carrier will solicit voluntary separation allowances from eligible employees in accordance with the terms and conditions listed in Attachment I.
- (2) Employees who are in dismissed status at the time of this separation allowance offer will have, at the time of return to service, the opportunity to apply for this separation allowance. Such application must be made within fifteen (15) days of return to service, and the applicant must satisfy the eligibility requirements listed in Attachment I. No other individual on an applicable seniority roster but who does not meet the eligibility requirements listed in Attachment I at the time of this offer may subsequently qualify for this separation allowance opportunity.

**ARTICLE III - Reserve Boards**

- (1) The Carrier will establish Reserve Boards at the following locations:
 

DeQuincy	Palatine
Baytown	San Antonio
Kingsville	Fort Worth
- (2) The rate of pay for employees on the Reserve Board shall be the greater of:  
(Modified by October 3, 1996 Crew Consist Agreement, Page 137)
  - (a) 70% of the basic yard foreman's rate of pay five (5) days per week: or,

- (b) 70% of the employee's 1992 compensation earned by such employee in train and/or engine service.

**Note:** Payments under paragraph (a) above are subject to wage increases or COLA adjustments; payments under paragraph (b) are not.

- (3) The number of Reserve Board positions at each location will equal the number of employees with seniority date on or before August 6, 1993 on the appropriate seniority roster protecting service at that location. Therefore, employees holding a seniority date on or before August 6, 1993 will not be subject to furlough.  
(Modified by October 3, 1996 Crew Consist Agreement, Page 137)
- (4) An employee is eligible to exercise seniority to a Reserve Board if the employee is a trainman holding seniority date of August 6, 1993 or earlier on one of the territories covered by this Agreement and who is working in train service on one of the territories covered by this Agreement.
- (5) (a) No other payments (e.g., holiday, bereavement, jury duty, etc.) will be made to or on behalf of a trainman on the Reserve Board except for payment of premiums under applicable health and welfare plans. No deductions from pay will be made on behalf of a reserve trainman except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state, or local law, deduction of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement; and any other legally required deduction. Trainman assigned to the Reserve Board will be eligible for the Carrier's Tuition Aid Program.
- (b) It is understood that the phrase "no other payments will be made to or on behalf of a trainman on the Reserve Board..." would not preclude a trainman on the Reserve Board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the earnings as a reserve trainman.
- (c) To the extent that an employee's entitlement to the lump sum cost of living adjustments, provided for in the Recommendations of Presidential Emergency Board 219, is based upon vacation eligibility while receiving Reserve Board payments such employee will be paid the full amount.
- (d) Compensation by the Union during a Local Chairman's lost time for Company related and/or union business will be included in computing the earnings. The Organization will furnish the Carrier a list of such employees certifying as to the monies they were reimbursed by their committees for such union business.
- (e) Qualified trainmen who were absent during a portion or all of their test period year account full time union work, discharge (and reinstated) and valid medical/health leave, will have as their twelve (12) month test period all full employment months of their test period year plus compensation for additional required full employment months immediately preceding such year. It is understood an absence due to personal business is not applicable for purposes of this paragraph.
- (f) Carrier records (primarily W-2's) will be utilized for computing trainmen earnings. Payments such as Productivity Fund payments, protection payments, etc., will not be utilized in computing an employee's earnings.

**Note:** Should there be any dispute over one's test period earnings, the General Chairman and Director of Labor Relations shall resolve the issue using Carrier payroll records.

- (6) A trainman placed on the Reserve Board will remain in that status until:
- (a) Discharged from employment by the Carrier in accordance with the applicable discipline rules;

- (b) Resigns from the Carrier's employment
- (c) Recalled to active service. Recall will be in seniority order by those requesting application to be recalled. Absent a request, the junior employee shall be recalled.  
**Note:** Employees recalled from a Reserve Board will have a full bump and must exercise seniority upon reporting.
- (d) Placed in engine service in accordance with Article XIII. Section (4) of the October 31, 1985 National Agreement or is recalled to engine service.
- (7) (a) Trainmen on a Reserve Board must maintain their work proficiencies while in such status, including successfully completing any retraining or refresher programs required to maintain those proficiencies which may include the passing of any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained.  
(b) The Carrier must achieve an attrition factor of four (4) percent or greater of those train service employees holding a seniority date on its system prior to August 6, 1993. If on an annual basis the attrition rate fails below this level, the Carrier may require all employees on the Reserve Board to work, seniority permitting, for six (6) continuous months in each thirty (30) month period. Employees who have not met this requirement at the end of twenty-four (24) months shall have their Reserve or Surplus Board pay halted until they have completed this requirement unless prevented from doing so as a result of insufficient seniority. Upon falling below the four (4) percent attrition factor, the Carrier will notify the Organization and the parties will promptly meet to discuss the necessity of implementing this Section. Thereafter, the Carrier may elect to implement this section upon thirty (30) days notice. If notice is not given within the first quarter of the year, no changes will be made until the first quarter of the following year provided the combined attrition factor remains below four (4) percent. Upon implementation the Carrier will notify all affected employees by certified mail of their obligations under this section.
- (8) Trainmen on a Reserve Board must hold themselves available for return to service upon fifteen (15) days notice. Those who return within forty-eight (48) hours of being notified and remain marked up and in "ok" status for fifteen (15) days, shall receive in addition to monies earned reserve pay of seven (7) additional days. Failure to return to service in accordance with this Paragraph (4) shall result in the forfeiture of all service and seniority rights. Recall shall be by telephone. However, if employee cannot be reached by telephone, a certified letter of recall will be sent to the address of the employee being recalled. The forty-eight (48) hours and fifteen (15) day period will commence when notified by telephone or when certified letter is signed for or date of first attempt by Post Office to deliver letter whichever occurs first.
- (9) Reserve Board employees will be permitted to make application for emergency work and compensation for such service will be in addition to Reserve Board pay, and without reduction thereof. Monthly employee protective benefits will not be offset by emergency earnings of Reserve Board employees under these conditions. Those desiring emergency work must make application to the appropriate Carrier officer, after which they will be placed upon a list with other employees requesting emergency work. When emergency work arises, the Carrier will call employees from this list for such service in seniority order, however, once used an employee's name will be placed at the bottom of the list until all others have been called and given an opportunity to work. If the employee refuses the work when contacted, the employee's name will be removed from the list and disqualified from requesting such service for a period of thirty (30) days.
- (10) (a) Trainmen on a Reserve Board are "in-service employees" and hence are subject to the same physical examination and rule requirements as other in-service trainmen. Trainmen to be examined while on reserve status will be notified by registered mail sent to their address.

**Note:** Should a trainman in Reserve Status suffer a debilitating injury or illness which is likely to last for fifteen (15) days or more, he/she shall be required to report such injury or illness in order that he/she will be removed from the Reserve Board until released to return to service.

- (b) Reserve Board trainmen must report for examinations but will not have their seniority rights terminated for a failure to pass, and failures to pass will be handled in the usual way. This is not intended to waive the requirements that Reserve Board trainmen must take and pass all required examinations. It is intended to ensure that Reserve Board trainmen will be treated the same as other active service trainmen.
- (11) Other employment while on a Reserve Board is permissible so long as there is no conflict of interest. Employees on a Reserve Board may participate in any Company-sponsored "borrow out" program.
- (12) Vacation pay received while on a Reserve Board will offset pay received under Section 2 above. Time spent in Reserve status will count toward determining whether the trainman is eligible for vacation in succeeding years and for length of vacation to which a trainman, otherwise eligible, is entitled.

Should it be necessary for an employee to use time spent in Reserve status to qualify for vacation, pay for each week of such vacation shall be 1/52 of the compensation earned by such employee under schedule agreements held by the Organizations signatory to the April 29, 1949, Vacation Agreement, but in no event less than five (5) basic day's pay at his/ her Reserve Board rate of pay.

- (13) Trainmen on a Reserve Board are not eligible for Holiday Pay, Personal Leave, Bereavement Leave, Jury Pay, and all other similar special allowances.
- (14) Trainmen on a Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules, and the Grievance Procedures that are applicable to trainmen in active service.
- (15) (a) It is understood that a Reserve Board will not operate when all eligible trainmen on the appropriate Seniority Roster (as defined in Section 3 of Article IV) on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job. However, existing Reserve Board slots will continue and may be occupied when no regular or extra position is available.
- (b) Reserve Board positions may not be occupied when trainmen with seniority date of August 6, 1993 or later are working within such Reserve Board territory.  
(Modified by October 3, 1996 Crew Consist Agreement, Page 137)
- (16) Initially, eligible employees may bid on a Reserve Board position only on the Reserve Board at the location where they are working prior to implementation.

Should an eligible employee wish to move voluntarily from one Reserve Board location to another Reserve Board location through the exercise of seniority, the employee must work at the location of the new Reserve Board for a minimum of ninety (90) days, seniority permitting, prior to being assigned to the Reserve Board at the new location. An employee may move from one Reserve Board location to another Reserve Board location without working the required ninety (90) days, if the employee can only hold the Reserve Board at the new location.

#### **ARTICLE IV - Implementation and Vacancies**

- (1) Implementation of this Agreement shall be done in stages under the following schedule:
  - (a) At least twenty (20) days prior to implementation, the Carrier shall bulletin for fifteen (15) days to all eligible employees on the territories covered by this Agreement, the

opportunity to select one of the following options: Separation Allowance, Regular Assignment, Guaranteed Extra Board, or Reserve Board.

**Note:** Eligible employees may exercise seniority to only those brakeman helper positions designated by the Carrier.

- (b) Five (5) days prior to the implementation date, the involved Local Chairmen and CMS personnel shall review the results of the bulletin process and make assignments.
  - (c) Prior to the implementation date employees shall take the necessary action to be in place to perform the required service on their assignments.
- (2) Assignments to the options set forth in 1(a), above, shall be made by seniority preference. It is understood all assignments must be filled initially in the following order:
- (a) Regular Assignments
  - (b) Guarantee Extra Boards
  - (c) Reserve Boards

Those failing to bid or those failing to bid sufficient positions in order of choice to provide for assignment to a position will be force assigned to those working positions which go no bid.

- (3) An employee must have a seniority date on a territory covered by this Agreement in train/yard service prior to the date of this Agreement and must be working in such service in the territory of the assignment immediately prior to being assigned to a bulletined position.
- (4) (a) When permanent vacancies occur on a regular job Extra Board position, or Reserve Board, eligible trainmen may elect, by seniority option, to fill the vacancy in accordance with existing rules.
- (b) If necessary to fill the resulting vacancy, it will be filled following the procedure set forth in (4) (a) above.
- (c) When there are no voluntary seniority options for a conductor/foreman vacancy, such vacancy shall be filled in accordance with existing rules, except that employees on a Reserve Board will not be force assigned to such vacancies, unless there are no others qualified.
- (d) When there are no voluntary seniority options for a regular brakeman/switchman vacancy, such vacancy shall be filled by assigning the junior employee from among those on the Bump Board and Reserve Board. Where there are Guaranteed Yard Extra Boards, extra yardmen will be assigned to yard vacancies and where there are Guaranteed Road Extra Boards, extra roadmen will be assigned to road vacancies.

**(Paragraphs (c) and (d) modified by Letter of Understanding, February 23, 1998, Page 135)**

Extra Board positions that go no bid (no applications to the Board) shall be filled by assigning the junior employee(s) from among those on the Bump Board and Reserve Board.

Employees assigned to no bid positions under this Paragraph (d), must within twenty-four (24) hours of notification, accept the assignment or displace anyone their junior. The employee displaced is then assigned to the no bid position and the process is repeated.

- (e) When the number of employees in active service needs to be increased, employees will be recalled from Reserve status.

#### **ARTICLE V - General**

- (1) (a) This Agreement modifies all applicable Crew Consist and Modified Crew Consist Agreements and, in the event of conflict, the intent and terms of this Agreement shall prevail.



- (b) All references in any prior Crew Consist or Modified Crew Consist Agreements to "make whole" allowances or payments associated with being forced from blankable to must-fill positions are eliminated and are not applicable to this Agreement.
- (2) (a) The parties to this Agreement shall not serve or progress and notice or proposal for changing the specific provisions of this Agreement.
- (b) The parties may make changes to this Agreement by mutual consent.

This Arbitration Award shall become effective August 6, 1993.

Arbitration Panel No.18:

/s/ Jacob Seidenberg, Chairman

/s/ Don B. Hays, Member

/s/ Jack A. Warshaw, Member

**Letter of Understanding**

February 20, 1997

(Reserve Board - Movement To/From)

Mr. L. W. Parsons, Sr. Chairman

This has reference to your Organization's correspondence dated February 11, 1997, received in this office on February 17, 1997, wherein your Organization set forth its intent to cancel the Letter of Understanding dated September 27, 1993 (copy attached) governing the exercise of seniority to/from Reserve Board positions.

Pursuant to the foregoing and the parties discussions pertaining thereto, this letter shall serve to acknowledge and confirm your Organization's cancellation of the aforementioned understanding. Arrangements will be promptly made with CMS to ensure the provisions contained therein are no longer in force or effect.

In conjunction with this cancellation, this letter shall also serve to confirm the parties understanding that employees voluntarily exercising seniority to/from Reserve Board positions, and employees directly or indirectly affected thereby, are not entitled to any bonus or other payments in conjunction with the recall or "call back" procedures and provisions set forth in applicable Crew Consist Agreements.

/s/ A. Terry Olin

**Letter of Understanding**

March 5, 1997

(Reserve Board Call Back)

Mr. A. Terry Olin

Per our conversation of February 27, 1997, concerning your letter of February 20, 1997, about moving to and from the Reserve Board, and the possible misinterpretation that could occur in reading the last paragraph.

You will recall that we agreed that it was our intent that any employee who bumps to the Reserve Board or one who passes up the Reserve board not be entitled to the bonus payments involved in the "call back" procedures described in the Crew Consist Agreements. We both agreed that the phrase in the last paragraph "voluntarily exercise seniority to/from the Reserve Board" did not refer to an individual who was on the board and had put in a request to be removed from the board the next time the board was adjusted. It was agreed this individual would still be entitled to the call back bonus as described in the agreements.

If this is your understanding of this conversation and agreement, we concur that the Letter of Agreement dated February 27, 1993, is cancelled. Please so indicate your concurrence by your signature below and return one (1) copy to this office for filing.

/s/ Mr. A. Terry Olin

/s/ L. W. Parsons, Sr.

**Letter of Understanding**  
**March 7, 1997**  
**(Reserve Board Compensation)**

Mr. L. W. Parsons, Sr.

This has reference to the parties' recent discussions regarding compensation afforded employees assigned to Reserve Board positions and, in particular, whether said compensation should be pro rated on a five (5) or seven (7) day basis.

Presently, employees assigned to Gulf Coast Lines Reserve Board positions are compensated on the basis of five (5) days per week. Employees assigned thereto are not compensated for Saturday and/or Sunday even though said employees are assigned to the Reserve Board on those days. The weekly compensation is pro rated on the basis of a five (5) day week and employees are paid for each day Monday through Friday, inclusive, they are on the board at this one-fifth (1/5) rate.

The parties have discussed at length the rationale underlying payment of employees on Reserve Board positions on the basis of a five (5) and/or seven (7) day week basis. Notwithstanding earlier practice on this property, the parties hereto agree to convert payment procedures for employees on Gulf Coast Lines Reserve Boards to a seven (7) day basis. Specifically, it is agreed applicable Reserve Board rates for a week will be pro rated on the basis of seven (7) days per week. This change shall be made effective April 1, 1997 and will apply to all Gulf Coast Lines Reserve Boards. Finally, nothing herein shall be construed to otherwise alter or increase the compensation afforded employees assigned to Reserve Board positions.

If the foregoing properly reflects the parties' understanding regarding this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office at your earliest opportunity.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

/s/A. Terry Olin  
General Director - Labor Relations  
Operating - South

**Letter of Understanding**  
**February 23, 1998**  
**(Bump Procedure - Twenty-Four (24) Hour)**

Mr. L. W. Parsons, Sr.

This has reference to the parties' discussions regarding the time afforded trainmen to exercise displacement rights under the IGN Collective Bargaining Agreement and, specifically, our intent to ensure employees are afforded the same period in which to exercise such rights.

Article IV, Section (4), Paragraphs (c) and (d) of the August 6, 1993 Crew Consist Agreement (See Page 128) provide that employees force assigned to no bid vacancies or who have a displacement right, must accept the assignment or displace a junior employee within twenty-four (24) hours. A question has arisen with respect to what employees are governed by this twenty-four (24) hour period for exercising a displacement right. To avoid disputes regarding application of this provision, and to ensure their consistent application, this letter will confirm the parties' understanding the twenty-four (24) hour displacement period applies to all crafts (conductors, brakemen, switchmen, foremen, etc.) governed by the provisions of the August 6, 1993 Arbitrated Crew Consist Agreement. Other rules contrary to these provisions or understandings are considered superseded and the cited provisions and/or this understanding will apply.

If the foregoing properly reflects the parties' understandings, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Sincerely,  
/s/ A. Terry Olin

# UNION PACIFIC RAILROAD COMPANY

March 24, 2000

1416 DODGE STREET  
OMAHA, NEBRASKA 68177



File: 110.61-6  
1940.35  
1940.36

Mr. L.L. Overton  
General Chairman UTU  
400 Randal Way  
Suite 102  
Spring, TX 77388

RE: Article XII 1996 UTU National Agreement 48 Hour Bump Rule

Dear Mr. Overton:

This refers to our discussions and your repeated calls and concern that the Carrier is not consistently applying Article XII of the 1996 UTU National Agreement to employees who are displaced from an assignment and subsequently placed on a bump board.

We concur there is no agreement granting employees the right to stay in displaced/bump status for an indefinite period of time. Article XII clearly provides that an employee with a displacement right on any position must, from the time of proper notification, exercise that displacement right within 48 hours by notifying CMS such employee elects to displace a junior employee or exercise seniority to an open vacancy either within thirty miles from the former assignment or to an outlying location. If an employee fails to exercise displacement rights within the 48 hour period, such employee will be assigned to the extra board protecting the assignment from which displaced, seniority permitting.

We also agreed Article IV, Section 4 of the 1993 Crew Consist Agreement, as clarified by the February 2, 1998, letter of understanding providing for force assignment was not amended or modified by Article XII of the 1996 UTU National Agreement. Therefore, trainmen (conductors, foremen, brakemen, switchmen) force assigned to no bid vacancies or who have a displacement right, must accept the assignment or displace a junior employee within twenty-four (24) hours.

Accordingly, employees who are force assigned only have 24 hours to displace a junior employee while all other displacement rights must be exercised within 48 hours. Thus, employees who have a displacement right under Article XII who fail to exercise displacement rights within 48 hours and cannot hold the applicable extra board, shall forfeit their displacement rights and become furloughed.

We agreed due to the confusion among employees and the Carrier surrounding the application of these rules, employees currently on the bump board more than 48 hours will be notified to exercise their seniority on a one-time basis. CMS will contact such employees and give them 24 hours to place or force assign with no further displacement right. If there are no vacancies the employee can hold, place the employee in furlough status.

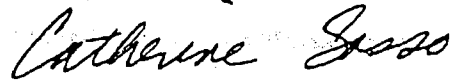
Henceforth, the following vacancy procedures will be applied to employees :

Once an employee is displaced and notified, the employee has either 24 hours or 48 hours to either:

- (1) Notify CMS of their decision to displace within a terminal, within 30 miles of the current reporting point, or to displace beyond the thirty miles.

- (2) Force assigned employees who fail to displace within 24 hours must accept the assignment. An employee with 48 hours to displace who fails to do so will be placed on the extra board which protects the assignment from which displaced, seniority permitting. (Note: if there are no vacancies on the extra board, the junior employee shall be displaced).
- (3) If there are no vacancies on the extra board or the employee fails to place, the employee shall be furloughed.

Sincere regards,



Catherine Sosso  
Director Labor Relations

Cc: Scott Hinckley  
Harry Straub  
Dave Martinez  
Alan Weed  
DeAna Shaffer

**Memorandum of Agreement**  
July 1, 1993  
(Personal Leave Days - BLE/UTU (C&T) )

Article II - Personal Leave - of the Mediation Agreement, NMB Case A-10715, dated September 3, 1981, granted personal leave days to engineers. The various Crew Consist Agreements between the Carrier and the UTU committees signatory hereto granted to trainmen personal leave days. Because many trainmen are now accepting promotion into engine service, a reconciliation of the UTU and BLE agreements must be accomplished.

**IT IS THEREFORE AGREED:**

1. Effective July 1, 1993, employees subject to the scope of schedule agreements of the various organizations signatory hereto will be qualified for personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 years	3 days
5 years but less than 10 years	5 days
10 years but less than 15 years	7 days
15 years but less than 20 years	9 days
20 years or more	11 days

- .2. In computing years of service for qualification purposes, continuous service in train and engine service will be counted. It is understood that the maximum number of personal leave days an employee may qualify for is eleven.
3. Employees are expected to request and use their personal leave days; however, should the Carrier deny an employee's request for personal leave day(s), and such denial results in the employee not being able to take the day(s) within the calendar year in which denied, they may be carried over into the next calendar year subject to the following:
  - a. Carry over day(s) must be requested and granted prior to May 1 of the carryover year.
  - b. Employees, subject to personal leave, when laying off in a non-compensated status during the carryover period (January 1 through April 30) will be paid one (1) carryover personal leave day for each date off until all carryover days are exhausted.
4. While this agreement does not supersede existing agreements, to the extent these agreements may conflict, this agreement will govern.
5. This agreement is to be construed as a separate agreement by and on behalf of each party signatory hereto.

For the Organizations:

/s/ M. L. Royal, Jr.  
/s/ Mark Waldeimer  
/s/ M. B. Futhy, Jr.  
/s/ S. B. Rudel  
/s/ J. L. Warren  
/s/ J. A. Saunders  
/s/ R. W. Guthrie

For the Carrier:

/s/ W. E. Naro  
/s/ T. L. Wilson, Sr.

**Memorandum of Agreement  
October 3, 1996 Crew Consist Agreement  
(Conductor/Foreman Only Operations)**

The Crew Consist Award dated August 6, 1993, issued by Arbitration Panel No.18, is hereby revised in final compliance with both the Award and PEB 219 as follows:

**Section 1:**

- A. The Carrier may operate with a crew of conductor only or foreman only in all classes of service. There shall be no work restrictions imposed on a conductor only / foreman only crew based on the crew size in local, road switcher, non-revenue or yard service. Conductor only / foreman only crews will continue to be governed by all applicable road/yard work rules.
- B. Employees assigned or working as a conductor or foreman on a conductor only or foreman only crew in local, road switcher, non-revenue or yard service shall be entitled to receive a Special Yard/Local Allowance of \$25 for each tour of duty worked. Payment of this allowance will be made subject to the following conditions:
1. The Special Yard/Local Allowance shall be subject to future general wage increases and / or cost of living adjustments.
  2. Payment of the Special Yard/Local Allowance shall be made in addition to all other current earnings of the employee. (Current earnings reflect arbitrables and other crew consist payments that an employee is entitled to and receives at this time.)
  3. Only those employees acquiring seniority as a trainmen/yardmen prior to the date this Agreement is signed shall be entitled to receive the Special Yard/Local Allowance.
  4. The payment will be made even if an employee assigned to a utility position assists the conductor only / foreman only assignment. It will not be paid if a brakeman/helper is assigned to the crew.

**Note 1:** This agreement does not modify the payment made to through freight crews for excess work events as provided in Section (2)(b) of the August 6, 1993 Crew Consist Award. That payment is not applicable to crews in local, road switcher, non-revenue or yard service and the payment in Section 1(B) of this agreement is not applicable to crews in through freight service.

**Note 2:** It is not the intent of this agreement to convert through freights to locals for the purpose of obtaining benefits of this agreement.

**Section 2:**

Article III Reserve Boards of the August 6, 1993 Crew Consist Award is modified as follows:

- A. The rate of pay for employees on the Reserve Board shall be the greater of:
1. 70% of the basic yard foreman's rate of pay five (5) days per week; or
  2. Their current reserve board rate if applicable; or
  3. 70% of the employee's 1995 compensation earned by such employee in train and/or engine service.
- B. The number of reserve board positions shall equal the number of employees at each location on date of implementation.
- C. Employees eligible to exercise seniority to a reserve board is extended to those trainmen with a seniority date on or before the effective date of this agreement and meet the other qualifications of Article III.

- D. Reserve Board positions may not be occupied when trainmen with a seniority date after the effective date of this agreement are working within such seniority roster territory unless mutually agreed to by the parties.
- E. Unless specifically modified in this agreement all other provisions of Article III Reserve Boards shall continue to apply.

**Section 3:**

Utility positions may be established under the following conditions:

- A. Utility positions may be established in any yard or at any outside point where a regular assignment may be established.
- B. Utility positions may assist both road and yard crews in the performance of their duties. It is not intended that the Utility position will perform the conductor's or foreman's paperwork. It is not the intent of this agreement to create engineer only positions and have the utility assignment perform the groundwork for that engineer. The Utility position is to assist assignments with ground crews assigned or single assignments permitted by current rules.
- C. Utility positions will be paid the applicable foreman's rate of pay.
- D. Employees currently entitled to a Short Crew payment (which includes the \$3.75) as provided in previous crew consist agreements or awards shall be paid the Short Crew payment while assigned to the Utility position. The Carrier will not make a Productivity Fund plug due to the establishment of Utility positions nor shall the payment in Section 1(B) of this agreement apply to Utility positions. Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as a utility employee.
- E. If a Utility position is called extra at the same yard or outside point and in the same starting time bracket for the yard and within one and one-half (1 ½) hours for outside points for three (3) consecutive days, the position shall be bulletined as a regular assignment.
- F. Utility positions established in yards shall be governed by yard starting time rules, where applicable. Utility positions established at outside points shall be governed by starting time rules governing locals or road switchers, if any. The five (5) day work week provisions shall apply to assignments established in yards and assignments established at road points may be established for 5, 6, or 7 days with the days being consecutive.
- G. Utility positions established in yards will be restricted to the road/yard service zone limits established by applicable National Agreements, currently twenty-five (25) miles. Utility positions established at outside points will be governed by road limits of twenty-five (25) miles in all directions. Employees assigned to Utility positions will not be required to drive their own vehicles within these limits while performing their duties.
- H. If an employee assigned to or working on a Utility position is assigned to a crew because a conductor/foreman or brakeman/helper has failed to show for work or has gone home sick, the Utility person shall remain with the crew for the remainder of the shift. The Utility person shall be paid the rate of the position worked or of the Utility position, which ever is greater.

**Section 4:**

- A. It is recognized that some employees have not qualified as a conductor or foreman and that additional training will be given to these employees and an equal number of other employees will continue working before being permitted to exercise seniority to the supplemental extra board and the reserve board.
- B. The parties will jointly identify those employees who have not been qualified or promoted and if their assignment is abolished they will be given sufficient training to qualify or promote them. Upon completion of this training they will be eligible for placement back into the working ranks and if this creates surplus employees then movement to supplemental boards and reserve

boards will be permitted in accordance with applicable rules. This Section 4(B) applies only to those employees hired subsequent to August 6, 1993 and prior to the effective date of this Agreement.

**Section 5:**

Implementation of this Agreement shall be done in stages under the following schedule:

- A. At least twenty (20) days prior to implementation, the Carrier shall bulletin for fifteen (15) days to all eligible employees on the territories covered by this Agreement, the opportunity to select one of the following options: regular assignment, guaranteed extra board, supplemental extra board or reserve board.

**Note:** Eligible employees may exercise seniority to only those brakeman/yardman positions designated by the Carrier.

- B. Five (5) days prior to the implementation date, the involved Local Chairmen and CMS personnel shall review the results of the bulletin process and make assignments. Prior to the implementation date employees shall take the necessary action to be in place to perform the required service on their assignments.

- C. Assignments to the options set forth in "A" above shall be made by seniority preference. It is understood all assignments must be filled initially in the following order:

1. Regular Assignments
2. Guaranteed Extra Boards
3. Supplemental Extra Boards
4. Reserve boards

Those failing to bid or those failing to bid sufficient positions in order of choice to provide for assignment in a position will be force assigned to those working positions that go no bid.

- D. An employee must have a seniority date on a territory covered by this Agreement in train/yard service prior to the date of this Agreement and must be working in such service in the territory of the assignment immediately prior to being assigned to a bulletined position.

**Section 6:**

This Agreement modifies all applicable Crew Consist and Modified Crew Consist Agreements and Awards and, in the event of conflict, the intent and terms of this Agreement shall prevail. It is recognized that moratorium provisions currently in place pertaining to crew consist provisions will remain in full force and effect and will not be altered in any forum including but not limited to National Negotiations and Boards established pertaining thereto.

Signed this 3rd day of October, 1996 in Houston, Texas.

For The Organization:  
/s/ L. W. Parsons, Sr.

APPROVED:  
/s/ M. B. Futhey, Jr.

For The Carrier:  
/s/ A. Terry Olin  
/s/ W. S. Hinckley  
/s/R. D. Meredith

**Questions and Answers**  
October 3, 1996 Crew Consist Agreement

**Section 1**

- Q1: May the carrier assign additional switchmen/brakemen to crews.  
A1: Yes, see Article I(1)(e) of the August 6, 1993 Crew Consist Award, Page 128.



- Q2: Does this agreement cover single assignments that previously were permitted by agreement such as a switch tender.
- A2: No, however those other assignments must be bulletined as such and will be governed by the pay and work rules established for them.
- Q3: Are there any car count, train length limitation or work event restrictions on any of the carrier operations.
- A3: Yes, the provisions of Article I (2)(b) of the August 6, 1993 Crew Consist Award will continue to apply to through freight trains. There are no such restrictions on all other classes of service.
- Q4: Will the Special Yard/Local Allowance be paid if the utility assignment is made a part of the crew in Section 3(H) of this agreement.
- A4: If the utility person is made a part of the crew because of the provisions of Section 3(H) then the utility person will be entitled to the payment if: the crew assigned to is conductor/foreman only crew. If it was a crew with a switchman/brakeman then the payment would not be paid.
- Q5: Does the Special Yard/Local Allowance count toward the one-third (1/3) cap in productivity fund payments and is it subject to the entry rate progression.
- A5: The payment is not a productivity fund payment and does not count towards the cap nor does the payment count as income for determining when the one-third cap (1/3) is met. It is not subject to entry rate progression.
- Q6: If an employee is now or becomes protected (New York Dock, Article XIII, ID, etc) will the payment in Section 1(B) be used as an offset to their protected rate?
- A6: No the Section 1(B) payment will not count as an offset of their protected rate nor will it count towards establishing a protected rate.

## **Section 2**

- Q7: What earnings will be used to determine 1995 compensation.
- A7: The same formula found in Article III(5)(e) and (f) of the August 6, 1993 Crew Consist Award, Page 128.
- Q8: Will an employee reduced from the working list be allowed to exercise seniority to a reserve board position if there are junior employees hired after the effective date of this agreement working elsewhere on the seniority district.
- A8: No, unless mutually agreed to. The employee will be required to first protect his seniority elsewhere on the seniority district before being allowed to hold a reserve board if employees hired after the date of this agreement are working in train service. It is not the intent of this agreement to allow employees to hold reserve board positions while hiring at other locations on the seniority district.
- Q9: If an employee in the above question has prior rights that prevent him/her from being forced to a given location will that employee have to displace a new hire at that location?
- A9: No, unless the employee has already bid to that location and that is where they were reduced from the working list or they may exercise their seniority back to a working position in their prior rights district. A non prior rights employee would have to protect their entire seniority district and a prior rights employee would have to protect their entire prior rights seniority district.
- Q10: Do any of this provisions of Section 2 amend the recall provisions of the Award?
- A10: No.
- Q11: Do recall provisions always apply when an employee leaves the Reserve Board?
- A11: No, recall provisions apply when an employee is recalled as the junior employee or is senior and has an application to leave the reserve board. The bump/displacement rules apply if an employee is displaced by another employee and no recall provisions would then apply.

## **Section 3**

- Q12A: What facilities must be at the location of the utility assignment.
- A12A: The same facilities that are required for a yard crew or local/road switcher.

**Q12B: Must the Utility position have the same on and off duty point?**

**A12B: Yes.**

**Q13: Can this assignment work alone?**

**A13: The purpose of this assignment is to expedite traffic by assisting other crews. In performing those duties, the Utility assignment is intended to be attached to or work in concert with another crew. The Utility assignment shall be assigned to only one crew at a time and shall be in personal, radio, signal or other contact with the crew it is assisting prior to performing duties for or in conjunction with that crew.**

**Q14: Can you give some examples to Answer 13?**

**A14: A Utility person may be required to do whatever a brakeman/helper could do when instructed to do so by the Conductor/Foreman.**

**Q15: What impact does the Utility person have on the calculation of work events.**

**A15: None.**

**Q16: May a Utility person assist crews from more than one seniority district.**

**A16: Yes. In some locations crews from different seniority districts will perform work. A Utility person who hold seniority at such a location may assist any crew that operates into, out of and through that location.**

**Q17: If a Utility person is attached to a crew and the crew is entitled to an arbitrary payment will the utility person also receive the arbitrary?**

**A17: Yes, if their seniority date would have qualified them for the payment if they had been a regular assigned member of the crew.**

**Q18: May a utility person be used off of their seniority district.**

**A18: Yes, if current agreements permit the crew he/she is working with to be so used. For example a yard crew maybe used within the road/yard zone in accordance with the National Agreement even if it is outside their seniority district and a utility person working with that crew may also be used in the same manner as part of that crew.**

**Q19A: Can you give an example(s) of when a Utility person may not be used off their seniority district?**

**A19A: Example 1: Two Locals are assigned at an outside location ( point A). The source of supply is 50 miles away. Another yard (point B) is 20 miles away in a different seniority district. If the carrier elects to establish a utility position at point A it must be from that seniority district and not someone from point B because point B is closer. A Utility assignment at point B may assist the locals if they come in and out of point B and may go with a point B yard crew to point A but will not be assigned or allowed to work with the locals at point A. There will be no split crews (employees from different seniority districts on the same crew) permitted in the road/yard district outside the terminal. It is not the intent of the Utility assignment provisions to extend the road rights of an employee onto the territory of another seniority district which he /she heretofore did not possess.**

**Example 2: A Road Utility position is established at Odem, Texas. The position is filled by a Kingsville trainman. The Utility position at Odem may assist any crew (including SAUG) working into or out of Odem. The Utility position may work with any Kingsville crew twenty-five (25) miles in either direction out of Odem on the Brownsville Subdivision. The Utility position may not, however, work with an assignment at Corpus Christi; e.g., traveling switcher or yard job. The Utility position may, however, work in Corpus Christi if it is working with a yard crew out of Odem with a Kingsville crew assigned.**

**Q19B: Does the answer to Question 19A above preclude the use of a Yard Utility assignment outside the terminal and onto the territory of another seniority district?**

**A19B: No. The answer to Question 19A is not intended to restrict the Carrier's rights under applicable road/yard rules nor to preclude the use of a Yard Utility assignment, in accordance with applicable rules, from working outside the terminal in any direction and onto any seniority district.**

- Q20A:** If a Utility person is assigned in accordance with Section 3(H) does he/she lose the Utility person designation?
- A20A:** Yes, the Utility person would then be part of another crew and could no longer act as a utility person.
- Q20B:** Is the answer to Question 20A above intended to also apply to road assignments?
- A20B:** No. The provisions of Section 3(H) are not intended to circumvent or supersede applicable vacancy procedures. If a Utility position is assigned, pursuant to the provisions of Section 3(H), to a road assignment, said employee is still subject to the limitations applicable to Utility positions; e.g., the mileage or road/yard service zone limitation.
- Q21:** If a Conductor/Foreman fails to show or has gone home sick and a brakeman/helper is assigned to the job and the Utility person is assigned per Section 3(H) who becomes the Conductor/Foreman?
- A21:** The brakeman/helper if qualified.
- Q22:** Is the Carrier required to assign the Utility person as a permanent member of a crew in the above situation?
- A22:** No, if the brakeman/helper is not qualified as a Conductor/Foreman either an extra board employee or a Utility person may be used to fill the vacancy. If the brakeman/helper is qualified as a Conductor/Foreman then it may be run as a Conductor/Foreman only and the Section 1(B) payment will be made. If the Utility person does not become fully assigned and only assists the crew then the Section 1(B) payment will still be made.
- Q23:** How will a utility person know whether they are assigned to a crew per Section 3(H) or just assisting a crew in that situation?
- A23:** They will be so instructed by a supervisor. Should any doubt arise they should specifically ask. If so instructed they should contact CMS at the first opportunity and advise that they have been made part of the crew and should indicate on their time record when they tie up.
- Q24:** If an assignment is bulletined or called with a crew comprised of a Conductor and one (1) Brakeman (or a Foreman and one (1) Helper), may the Carrier operate this assignment as two (2) assignments?
- A24:** No.
- Q25:** Does the presence and /or attachment of a Utility position affect the answer to Q24?
- A25:** No.
- Q26:** Can a Road Utility position be established or called at a terminal where yard assignments are on duty?
- A26:** Yes.
- Q27:** What assignments may be assisted by a Road Utility position established or called at a terminal where yard jobs are on duty?
- A27:** The Road Utility position may assist road assignments within its zone.
- Q28:** What assignments may be assisted by a Yard Utility position?
- A28:** A Yard Utility position can assist both road and yard assignments.

### **Miscellaneous**

- Q29:** What assignments generate productivity fund payments?
- A29:** Reduced crew assignments that have a Conductor or Foreman.
- Q30:** May employees on a bump board ride a vacancy for the life of the bulletin to help identify the number of employees that may be eligible for a reserve board spot and enable the senior applicant to move to a reserve board vacancy?
- A 30:** Yes, but the employee on the bump board may not be forced to ride a vacancy for the life of the bulletin.  
(Modified by Letters of Understanding, February 24, 1997 and January 23, 1998 in Article 32)

Q 31: What seniority will be used for filling Utility assignments.

A 31: In a yard, yardman's seniority and on the road, brakeman's seniority.

Q 32: May relief Utility positions be established?

A 32: Yes, at the same location on the road unless mutually agreed otherwise, or in the same terminal.

Q 33: When will Road or Yard Utility positions qualify for overtime?

A 33: After their on duty time exceeds eight (8) hours.

**Side Letter #1**

June 11, 1996

(New Hires covered by 1996 Crew Consist Agreement)

Mr. L. W. Parsons, Sr.

During our discussions concerning the Conductor/Foreman only Crew Consist Agreement, we recognized that during our negotiations additional employees could be hired and in training who did not fall under the specific language of the agreement. We agreed to review the number of employees that were in training on the date the agreement was signed and would treat those employees as if they had established a seniority date and were working in train service on that date. This would encompass them within the provisions of the agreement.

It was also agreed that these training positions would create Reserve Board positions and that they would be allocated to the locations where the employees were hired.

If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Side Letter #2**

(Utility Man - 25 Mile Limit)

Mr. L. W. Parsons, Sr.

During the parties' discussions concerning the Conductor/Foreman only Crew Consist Agreement, concerns were raised by your Organization regarding application and measurement of the twenty-five (25) mile limit for Utility positions established at outside points (reference Section 3, Paragraph G).

This letter shall serve to confirm the parties' respective commitments to promptly meet and resolve any problems which may arise in connection with the use of the Utility positions and the application of the twenty-five (25) mile limit for Utility positions assigned at outside points.

If the foregoing accurately reflects the parties' understandings, please so indicate by affixing your signature in the space provided below.

/s/ L W Parsons, Sr., UTU

/s/ A. Terry Olin

**Letter of Understanding**

October 4, 1996

(Reserve Board Qualifications)

Mr. L W. Parsons, Sr.

This has reference to the parties' discussions on Thursday, October 3, 1996, regarding application of the Crew Consist Agreement, dated October 3, 1996. (See Page 137)

Section 2, Paragraph B provides,

"The number of reserve board positions shall equal the number of employees at each location on date of implementation."

The question has arisen regarding how the number of reserve board positions assigned at a location would be adjusted when an employee who returns to active service subsequent to the implementation of this Agreement.

The parties agree that when an employee, who was in an inactive status at the time the October 3, 1996 Crew Consist Agreement was implemented and was not included in the initial determination of reserve board positions to be established at a location, returns to active service, the number of reserve board positions at the location where the employee initially marks up for service will be increased.

If the foregoing properly reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Letter of Understanding**

October 4, 1996

(Rates of Pay)

Mr. L. W. Parsons, Sr.

This has reference to the parties' discussions on Thursday, October 3, 1996, regarding the Crew Consist Agreement, dated October 3, 1996. (Page 137)

In conjunction with the forthcoming implementation of the referenced Crew Consist Agreement, a question has arisen regarding the impact of the Agreement on rates of pay. In addressing the issue, the parties agreed to the following question and answer:

- Q. Does the October 3, 1996 Crew Consist Agreement modify rates of pay for existing assignments?
- A. Except as specifically set forth in the agreement, no other rates of pay are modified by this agreement.

If the above questions and answers properly reflect our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

AGREED:

/s/ L. W. Parsons, Sr.

/s/ A. Terry Olin

**Letter of Understanding**

October 4, 1996

(Reserve Board Positions at Each Location))

Mr. L. W. Parsons, Sr.

This has reference to the parties discussions on Thursday, October 3, 1996, regarding implementation of the Crew Consist Agreement, dated October 3, 1996, and, in particular, the application of Section 2 (Reserve Boards).

Section 2, Paragraph A provides:

"A. The rate of pay for employees on the Reserve Board shall be the greater of:

1. 70% of the basic yard foreman's rate of pay five (5) days per week; or
2. Their current reserve board rate if applicable; or
3. 70% of the employee's 1995 compensation earned by such employee in train and/or engine service."

This letter shall serve to confirm the Carrier's commitment that Reserve Board rates of pay for each employee would be calculated/updated in accordance with the provisions Section 2, Paragraph A as expeditiously as possible following implementation of the Agreement.

The parties also discussed the manner in which Section 2, Paragraph B would be applied. Paragraph B reads:

"B. The number of reserve board positions shall equal the number of employees at each location on date of implementation."

In concert with implementation of the Agreement, the Carrier also indicated it would, for the purpose of determining the number of Reserve Board positions to be established at each location, take a "snapshot" of all assignments at each location on the date of implementation. This information will be used in connection with discussions with your Organization to confirm the proper number of Reserve Board positions have been established at each location.

Finally, this letter shall also serve to confirm the Carrier's indication any employee who acquires seniority as a trainman on the Gulf Coast Lines between October 3, 1996 (the date this Agreement was signed) and November 1, 1996 (the date this Agreement is to be implemented) will be considered as eligible for the benefits set forth in Sections 1, Paragraph B and Section 2.

/s/ A. Terry Olin

### **ARTICLE 35 STATION SWITCHING AND CHECKING WAYBILLS**

#### **Section A.**

Train crews will not be required to do any switching at stations except that shown on switch lists furnished by Agent immediately upon arrival at station, such switch lists to designate where cars are to be found and left. If loads or empties are to be moved, contents, destination and tonnage will be shown on switch lists. Conductors will furnish Agents with switch lists of cars set out at that station and will return to Agents the lists furnished by him after marking off cars picked up.

(Modified by October 31, 1985 National Agreement)

#### **Section B.**

At terminals, trains will be booked in conductor's train book in train order. Wheel report will also be made and furnished conductor with waybills. At intermediate points where yard clerks are maintained, they will assist conductors in checking waybills, Conductors will check train at first opportunity. Conductors will furnish list of train in train order at final terminals.

### **ARTICLE 36 HELD FOR TIME**

When an employee is discharged or leaves the service of this railroad, he will not be held for his time or service letter to exceed forty-eight (48) hours; should such employee be held beyond the expiration of forty-eight (48) hours, he will be paid for all time, including time held, at rate of one hundred (100) miles per day, as well as expenses.

### **Vacation Pay When Dismissed December 3, 1962**

Mr. John L. Purdum  
Mr. V. O. Niles

Some discussion has been had concerning the cases of employees being dismissed for service as to when their vacation allowance should be paid to them. The vacation allowance mentioned here is that vacation which the employee has earned under the National Vacation Agreement prior to his dismissal.

Considering that most dismissals are not permanent in nature, it is agreed that such conductor or brakeman dismissed if he desires his vacation allowance while dismissed will submit a time slip requesting the allowance be made and which the Carrier will pay within ten (10) days from date received by the timekeeper.

This to be effective on the Gulf District.

If you concur, will you please affix your signature as indicated.

AGREED:

/s/ John L. Purdum

/s/ V. O. Niles

/s/ D. J. Smith

### **ARTICLE 37 MAKING UP TRAINS**

Trains leaving terminals having loads or empties to distribute will have them for each set out placed together in train. It is understood that set outs will not be placed in rear of train.  
(Station Order superceded by Various Boards.)

### **ARTICLE 38 SEAL RECORDS**

(No Longer Valid)

### **ARTICLE 39 SUPPLYING CABOOSES (Supply Requirements)**

#### **Section A.**

Brakemen will not be required to equip cabooses. This rule will not relieve trainmen from furnishing requisitions for supplies or for failure to see that cabooses are properly equipped with flagging equipment. Cabooses when available will be cleaned once a week by car cleaners and will be supplied with water.

#### **Section B.**

Regular freight engines will be equipped with seat for head brakeman's use.

#### **Section C.**

Between March 15th and November 15th, train crews will be furnished thirty (30) pounds of ice each trip. Ice will be placed on caboose at points where caboose supplyman is maintained. The Laredo subdivision to be furnished ice the entire year.

### **Memorandum of Agreement July 30, 1981 (Supplies on Engines and Cabooses)**

In full and final settlement of all Notices served by the Union regarding drinking water on engines and cabooses, **It Is Agreed:**

1. An adequate supply of drinking water in sanitary, sealed, individual containers (other than cardboard) will be placed on all cabooses and engines for train and enginemen while on duty.
2. Equipment will be provided to keep the water cool and during the times required by the respective working agreements.

3. Every effort will be made by the Carrier to acquire the "bottled" water and make proper distribution thereof as soon as is reasonably possible.
4. In order to obviate the problem of excessive clutter on engines and cabooses and elsewhere on Carrier premises, train and engine service employees may be required to deposit their empty containers in receptacles provided by the Carrier on engines and cabooses, in accordance with proper instructions.

Signed at Fort Worth, Texas, this 30th day of July, 1981.

#### **ARTICLE 40 EFFICIENCY TESTS**

Efficiency test will not be conducted under conditions that are hazardous to the employees.

#### **ARTICLE 41 BRANCH LINE RATES**

(Not Reproduced Herein)

#### **ARTICLE 42 TRAINMEN TIED UP (Tied Up at Intermediate Point)**

##### **Section A.**

Under the law limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and not then until the expiration of fourteen (14) hours on duty on that trip.

##### **Section B.**

If road crews are tied up in a less number of hours than provided in the preceding section, they shall not be regarded as having been tied up under the law, and their services will be paid for in accordance with this Agreement.

##### **Section C.**

When road crews are tied up between terminals under the law they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided the longest period of rest required by any member of the crew, either eight (8) or ten (10) hours to be the period of rest for the entire crew.

##### **Section D.**

A continuous trip will cover movement straightaway or turnaround from initial point to destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when crew resumes duty.

##### **Section E.**

Road crews tied up under the law will be paid time or mileage from initial point to tie up point. When such crews resume duty on a continuous trip they will be paid from the tie up point to the next tie up point, or to the terminal on the following basis:

For fifty (50) miles or less or four (4) hours or less -- one-half (1/2) day; for more than fifty (50) miles, or more than four (4) hours -- actual miles or hours, whichever is the greater, with a minimum of one (1) day. It is understood that this article does not permit crews to be run through terminal unless permitted under other articles of this agreement.



**Section F.**

Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as provided in Section E of this Article, the same as if they had run the train to such terminal.

**Section G.**

Trainmen will not be relieved from duty between terminals except when delayed by wrecks, washouts or other obstructions of track. When so relieved they will be paid continuous time, less the hours held at the tie up point, plus one hundred (100) miles for freight trainmen and one hundred fifty (150) miles for passenger trainmen for each twenty-four (24) hours or fraction thereof of the time so held.

**Section H.**

Trainmen will be given ten (10) hours undisturbed rest at terminals after being on duty fourteen (14) hours, if requested. When crews ask to be relieved from duty between terminals for rest under this Article they will give Dispatcher's Office at least one (1) hour's notice and will be given eight (8) hours rest, and time actually off duty will be deducted and trip paid for as continuous run. It is understood that when any member of train or engine crew asks for rest, the entire crew may be tied up.

**Section I.**

Trainmen will not be tied up at points where eating and sleeping accommodations cannot be obtained.

**Excerpt From Findings of  
P.L.B. 1900 - Award No. 25  
April 9, 1981**

**(Fourteen (14) Hour Tie Up reduced to Ten (10) Hours)**

This Public Law Board No. 1900 agrees that although legislation did provide, properly at the time, or times, that conductors and trainmen tied up under the law would be paid certain continuous time from initial point to tie up point with a minimum allowance of a certain number of hours in accordance with the minimum legally allowable hours, then in effect, changes in the minimum hours of the Federal Hours of Service Law require an adjustment in application of the effective law and rules, and it is reasonable and proper that same be interpreted and applied so as to allow the two (2) hours less than the legal limit as leeway; first, in order to avoid a conflict with the Federal Law; and, second, to comply with the obvious necessity to include a reasonable leeway.

The Board finds from the decisions and evidence that same is compatible with the prevailing view and interpretation in the industry, and is comparable with the obvious legislative measurements, and is within a reasonable construction of the legislative intent.

**Award:** Claim(s) denied.

**Letter of Understanding**

**January 17, 1953**

**(Fourteen (14) Hour Tie Up Work Train)**

- (1) In all road service, except as specifically provided in Items 2 and 3, crews tied up on the road will be subject to and paid under the provisions of Article 42 with the understanding that if tied up after having been on duty less than 14 hours they will be considered and paid the same as if they had been on duty 14 hours.
- (2) The provisions of Article 42 will be applied to crews in unassigned work train service of five (5) days or less.

Regular assigned work trains and temporary work trains as covered by Article 32, will not be subject to the provisions of Article 42.

- (3) Turnaround movements will be paid for under the provisions of Article II as now interpreted, except that, if tied up at the turning point and deadheaded to the initial starting point, payment will be actual miles, with a minimum of one hundred (100) miles from the initial starting point to the turning point, and deadhead from the turning point to the initial starting point under the provisions of Article 23, Section (g).
- (4) Any special agreement or interpretation in conflict herewith is superseded by this agreement.

**ARTICLE 43  
HELD SUBJECT TO ORDERS**

When trainmen are held subject to orders, they shall be paid for all time lost according to the class of service for which held or engaged.

**ARTICLE 44  
HELD FOR SECOND ASSIGNMENT**

**Settle of Claim**  
February 27, 1923  
U.S.R.R.L.B. Docket 2303  
(Second Assignment)

**BLF&E Claim 48-21-** Frman. G. A. Ritch for payment account of being held in Taylor, June 5, 1921.

**Disposition:**

Claim withdrawn by committee with the understanding that in future men held for second assignment their time will begin at the end of eight (8) actual hours after the time they have been previously relieved from duty.

/s/ B. W. Proctor

**Letter of Understanding**  
August 11, 1925  
(Second Assignment - All Time after Eight (8) Hours)

S. R. Harvey - BRT

This will confirm understanding reached at our conference today relative to claim of Conductor Arthur Ellis Claybourne, account held for service at Sellers, February 26, 1925. We agreed to pay Mr. Claybourne for all time held after 8 hours, similar payments to be made in similar cases, with the understanding that man so held might be used for not more than two (2) assignments.

/s/ P. F. Neff

**Settlement of Claim**  
February 27, 1923  
(Second Assignment)

**BLF&E Claim 69-21.** Frman. O. B. Davis 8 hours and 35 minutes account held in Taylor July 19, 1921 for second assignment.

**Disposition:**

Claim withdrawn by Committee with the understanding that in future men held for second assignment their time will begin at the end of eight (8) actual hours after the time they were previously relieved from duty.

/s/ B. W. Proctor

**Award No. 160**  
**Special Board Of Adjustment No. 179**  
August 26, 1959  
(Second Assignment)

**Statement Of Claim:** Claim of Conductor D. M. Underhill for 35 hours, 30 minutes (35' 30"), held for second assignment at Freeport, October 12, 13 and 14, 1957.

**Findings:** On this property there is an understanding between the parties that men held at outlying points for second assignment their time will begin at the end of eight (8) actual hours after the time they were previously released from duty on the first assignment.

There is also an agreement on this property between the parties to the effect that regularly assigned positions vacant for a period of twenty days will be bulletined.

In the instant case Conductor Underhill worked an assignment at Freeport during vacation of regular assigned Conductor Wilson. Upon expiration of Wilson's vacation he laid off for twenty days; the 20th day, being October the 11th, 1957. It thus became necessary to bulletin the vacancy following completion of work on October 11th.

Claimant was held at Freeport to work a second assignment, the first day of the second assignment being October 12, 1957. Thus, in accordance with the understandings and agreements, claimant was entitled to be paid commencing at a time eight (8) hours following his last service, October the 11th. The record reveals that claimant has been so paid.

**Award:** Claim denied.

**ARTICLE 45**  
**BRASSING CARS**

(Not Reproduced Herein)

**ARTICLE 46**  
**PAYING FOR SUPPLIES**

Employees will not be required to pay for supplies used in the discharge of their duties except switch keys, and the charge for these shall be \$1.00 each, to be collected at the termination of service if the employee fails to return the articles drawn.

Passenger trainmen will be furnished badges and uniform buttons by the railroad.

1. The railroads will permit the use of white electric hand lanterns by trainmen and yardmen.
2. Trainmen and yardmen will be furnished electric hand lantern by the particular railroad on which employed upon depositing with that railroad the actual cost thereof, not exceeding \$2.00 each.
3. Deposits for lanterns secured from the railroads may be made by trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
4. When a trainman or yardman leaves the service, either voluntarily, by discharge or by death, or those retaining employee relationship but not in active service, the lantern may be returned to the railroad, whereupon the amount of deposit made when the lantern was issued, not exceeding amount of \$2.00 shall be refunded to him or his estate or heirs.
5. Replacement of lanterns will be made by the railroad without cost to the employee under the following conditions:

- A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
- B. When stolen while employee is on duty without neglect on part of employee.
- C. When destroyed in the performance of duty.

6. Employees will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.

7. The electric lantern, bulbs, and batteries must be of a standard prescribed by the railroad, and the lantern must be equipped with not less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.

8. Trainmen and yardmen who, prior to the effective date of this agreement, have provided themselves with electric lanterns and have used them in the service of the railroad may continue to use them, if they so desire, until they are worn out, provided such lantern is of a satisfactory type and contains two serviceable white bulbs for instant use and a provision for carrying a spare white bulb in the lantern.

9. After the effective date of this agreement, each trainman and yardman must provide himself with an electric white lantern, meeting the specifications set out in paragraph 7.

10. Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employees.

11. The railroads will continue to use oil burning lanterns with red globes for flagging, but they will continue their efforts to have developed an electric red lantern that will be satisfactory for such service, and if and when one is developed the party of the first part will then enter into further negotiations with the party of the second part representing trainmen and yardmen with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainmen and yardmen.

12. The Brotherhood of Railroad Trainmen (BRT) agrees to withdraw Case No. 3666, now pending before the Interstate Commerce Commission, and accepts this agreement as a final and complete disposition of the use of electric lanterns subject to the provisions of paragraph 11.

13. All agreements, with respect to the use of electric lanterns by trainmen and yardmen, now in effect and which have heretofore been entered into between any railroad or railroads signatory hereto and the representatives of the Brotherhood of Railroad Trainmen (BRT) are hereby cancelled.

14. This Agreement shall become effective as of June 1, 1941, or as soon thereafter as Case No. 3666, now pending before the Interstate Commerce Commission, is withdrawn by the Brotherhood of Railroad Trainmen (BRT), and will remain in effect for a period of two (2) years and thereafter subject to thirty (30) days' written notice given by one of the parties to the other.

Signed at Chicago, Illinois, April 18, 1941.

**ARTICLE 47  
EXAMINATIONS  
PHYSICAL - SIGHT, HEARING, COLOR SENSE - RULES**

**Section A.**

The proper performance of their duties will be considered satisfactory test of physical ability of all employees now in service.

**Section B.**

In the qualification of trainmen for employment, age, except minority, will not be taken into consideration if applicant is physically able and otherwise competent to fill the position.

**Section C.**

Trainmen who enter the service, when examined for bodily defects, will be examined in a manner to avoid needless embarrassment to person examined.

**Memorandum of Agreement  
Physical Examination Rule**

In settlement of disputes concerning physical examination, It Is Agreed:

1. In the event an employee in active service who evidences physical or mental incapacity is required to report for physical examination, the following will govern:

- (a) The Company will pay for the examination.
- (b) If the employee passes the examination, he shall be returned to work immediately, and paid for all time lost taking the examination.
- (c) If such employee loses no time taking the examination, he shall be paid for actual time consumed in taking the examination, with a minimum of two (2) hours, and a maximum of eight (8) hours a day at pro rata rate of last service performed.
- (d) In the event the employee is required to travel to a point away from the home terminal, or his place of employment if on an outside assignment, to take an examination, he shall be allowed actual necessary expenses in connection therewith.

2. In the event an employee is required to report for physical examination after having been absent from work because of injury or sickness, or after an absence of one (1) year or more because of furlough, leave of absence, etc., the following will govern:

- (a) The Company will pay for the examination, and the employee will be furnished a copy of the findings and diagnosis.
- (b) The employee will be notified as promptly as possible, and in any event within five (5) days after taking the examination, as to whether or not he passed. Any time lost in excess of the five (5) days will be paid for by the Carrier, provided the employee passes the examination.

3. When there is a dispute between a Company medical officer and an employee's personal physician, the following will govern:

- (a) Upon request of the employee, his physician and a Company medical officer shall confer and attempt to compose the dispute. Failing to agree, these physicians will, within fifteen (15) days, select a neutral physician who is in no way connected with the employee, any Union or any railroad, and who will study the case, examine the employee, and within fifteen (15) days from his selection or examination of the employee, render a decision which will be final as to the employee's being able to return to service in accordance with the Company's physical requirements. The time limits referred to herein may be extended by agreement between the parties in individual cases. If it is determined by the majority that the employee's condition did not warrant his being held from service, he will be returned to service and paid for all time lost subject to the provisions of Paragraph 2(b). The railroad company and the employee

involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the employee involved and the railroad company. Other examination expenses, such as x-ray, electrocardiographs, etc., (not exceeding \$100.00) will be borne equally by the employee involved and the railroad company.

**Note:** The Company will establish only reasonable physical requirements for employees in the service, and the Union reserves its right to contest any physical requirement under the provisions of Section 3 of the Railway Labor Act.

- (b) Should the decision of the board of physicians be adverse to the employee and he considers that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employee, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

4. This agreement does not apply to periodic examinations on sight, hearing and color perception, nor does it contemplate the commencement of periodic general physical examinations.

5. It is understood that this agreement is a separate agreement by each one of the General Committees signatory hereto.

This agreement signed at St. Louis, Missouri, this 18th day of June, 1970.

**Letter of Understanding**

June 18, 1970

(Physical Examination for specific defect)

R. D. Jones

This is to confirm our understanding on connection with agreement reached today covering physical examinations, etc., namely when an employee is required to be examined for a specific defect, he will not be required to undergo a general physical examination in connection therewith.

ACCEPTED:

/s/ R. D. Jones

/s/ O. B. Sayers

**Letter of Understanding**

December 18, 1963

(Frequency and Type of Physical)

J. L. Purdum, BRT  
V. O. Niles, ORC  
L. D. Johnson, BLE  
T. A. Lorillard, BLF&E

This will confirm our conference at Palestine on December 11, 1963, concerning the matter of periodical physical re-examinations.

Inasmuch as there are schedule rates governing physical re-examinations, we will respect those rules as well as the interpretations placed thereon. Periodical physical re-examinations will be confined to vision, hearing and color sense as set forth in our Circular No. 6 of April 1, 1927. The method of testing by the Chief Surgeon, including the use of Holmgren Worsteds or any standard modification thereof in color perception tests, and the minimum requirements as set forth in Circular No. 6, will remain unchanged. The Carrier will continue to conduct field tests in the same manner that it has in the past.

In other words, there will be no change in the method of re-examination on vision, hearing and color sense; however, as outlined under Section 2 of Circular No. 6, employees after the age of 40 shall be re-examined at least every two and one-half (2 ½) years, and it is planned to make certain changes in the frequency in which such re-examinations will be conducted. As evidenced by the language contained

in Circular No. 6, it has long been recognized that the scheduling of these re-examinations is a matter falling within the prerogative of management and you will be advised as soon as a schedule has been arranged.

The Carrier has the right, as well as the obligation, to cause an employee to undergo a physical re-examination when there is no reason to believe such employee is not physically fit to properly perform his duties, and will continue to fulfill its obligation in this respect.

/s/ M. E. Parks

**Circular No. 6**  
**Regulations And Requirements Governing**  
**Tests For Vision, Hearing And Color Sense**  
**April 1, 1927**

1. Examinations shall not be made immediately following subjection to unusual fatigue.

2. Employees engaged in engine, train, switching and signal service and such others as may be designated from time to time by the Railroad Management must pass a satisfactory test of sight, hearing and color perception at least every five (5) years, or at more frequent intervals if required by law, with the exception that after the age of 40, such employees shall be re-examined at least every two and one-half (2 ½) years.

3. Before an employee is permanently relieved from his regular duty or his occupation changed as a result of test made by the Examining Physician, his case shall be reviewed by the Chief Surgeon, who will submit recommendations and findings to the Railroad Management for final decision.

4. Examining Physicians during the progress of their test of sight, hearing and color perception should find any apparent physical defects that may tend toward sudden incapacity of the employee, will refer employee to Chief Surgeon who shall be privileged to make general physical examination.

**Acuteness Of Vision - Distance**

**Method of Testing:**

All visual tests shall be made with standard test type. Place the candidate to be examined twenty feet from test cards, cover one (1) of his eyes with a card, avoiding pressure on the eyeball, and direct him to read the letters on certain lines as shown by the Examiner. If he reads the letters on the line marked twenty, it indicates normal vision. If he cannot read the letters on the line marked twenty, direct him to read the lines above twenty successively until a line is found which he can read.

Record in fractions the acuteness of visions as determined, the numerator being 20 (the distance in feet at which the examinee is placed) and the denominator the line read.

Mistakes of not more than three letters on the 20 line, two letters on the 30 line and one letter on the 40 line will be considered as satisfactory reading.

**Reading Card Test**

Direct the candidate to read certain words, sentences or figures from the standard American Railway Association reading test card, with each eye separately, and record the smallest sizes of print read correctly at the ordinary distance of from 14 to 18 inches. The candidate should be able to read the print in paragraph No. 3 of the standard card to pass the test satisfactorily.

**Acuteness Of Vision - Requisites**

Promotion: 20/20 in one (1) eye and not less than 20/30 in the other, with or without glasses.

Re-examination: Of those in the service: 20/30 in one (1) eye and not less than 20/40 in the other, with or without glasses.

### **Color Perception**

The tests for color perception shall be made by Holmgren Worsteds or any standard modification thereof.

### **Aural Test**

**Method.** Place the candidate at a distance of 20 feet, with one (1) ear towards the Examiner, plugging the Opposite ear with cotton; then have him repeat aloud words or numbers spoken in a conversational tone by the Examiner and record the distance at which they can be repeated correctly. Have him turn the other ear toward the Examiner and repeat the test.

**Qualifications.** No candidate for promotion or tests can be considered to have sufficient acuteness of hearing who is unable to hear words or numbers spoken in an ordinary conversational tone of voice at a distance of ten (10) feet with each ear separately.

Proper records of all tests should be maintained. Three (3) copies of Form shall be furnished each employee properly filled in for presentation to Examining Physician who will be required to furnish original to Chief Surgeon, duplicate to Superintendent and triplicate to the employee examined.

### **Memorandum Agreement**

March 22, 1943

(Rules Test)

Referring to proposed Memorandum of Agreement concerning rules examination submitted over your signatures following discussion in this office February 15 at which time it was agreed that you would present what you considered a suitable plan for carrying out initial examination and oral re-examination.

There is not a great deal of difference between your proposal and the plan now in effect and it does not appear to me that the execution of this agreement would result in any particular benefit. The present plan provides for examination by the Operating Rules Examiner or a division officer of new men entering the service, and those seeking promotion. These examinations are conducted at times and places which avoid, as far as possible, any loss of time by the employee. I do not believe we should restrict the place of examination to the home terminal of the class of men being examined although in most cases the examination will be held at the home terminal.

The oral re-examinations are conducted by the Operating Rules Examiner, it being the intention that each employee subject to examination on Operating Rules be given an oral re-examination at least once every two years. An employee subject to re-examination who does not receive it within the two-year period will, within nine months following the expiration of the two-year period, report to the Operating Rules Examiner, either while he is on the division on which the employee is working at the time or at a convenient point on an adjoining division, and take the oral re-examination. An employee who fails to secure the oral re-examination as outlined above must take it within 15 days following the expiration of the nine month period referred to, either from the Superintendent personally or from the Operating Rules Examiner wherever he may be located.

The plan herein outlined cannot, in my opinion, be considered as causing any unnecessary inconvenience to the employees, and represents the minimum requirements for obtaining the necessary understanding of the rules by the employees subject to them. If you concur, each of you will please indicate by your signature in the lower left hand corner of the extra copy of this letter attached, and return to me.

ACCEPTED:  
By all General Chairmen

/s/ W. E. Lamb

### **Memorandum Of Agreement**

January 11, 1985

(Rules Test)

(Modified By April 2, 1992 Agreement Page 156 below)

To ensure that employees whose activities are governed by the rules of the Operating Department understand those rules,



**It Is Agreed:**

(1) Employees will be required to attend instruction examination classes covering Operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brake and Train Handling Instructions, and Instructions for Handling Hazardous Materials at intervals not exceeding twenty-four (24) months.

(2) The employees will be given and required to pass a written examination which will consist of questions with multiple choice answers on the above rules. An employee who fails to correctly answer one or more of the questions will be re-examined on those which were answered wrong after having received instructions on the subject matter contained in those questions.

(3) An employee who fails to attend an instruction-examination class without good cause will be held out of service until such time as he attends the required class. However, the Carrier will, upon request of the employee, arrange for another examination within ten (10) days of said request.

(4) Employees required to attend the aforementioned instruction-examination class will be paid in one of the following ways.

(a) Attendance during off duty hours will be compensated from the time required to report until released, with a minimum of four (4) hours at the basic pro rata rate of the last service performed.

(b) Employees who are not afforded an opportunity to attend a class during their off duty hours will be paid for time lost.

**Note:** Employee will not be required to attend classes without proper rest nor will he be required to protect his assignment without proper rest. However, an employee must attend a class during his off duty hours, if such class is available, before the Carrier becomes liable for paying an employee for loss of earnings.

(5) No compensation will be afforded to employees withheld from service, as set forth in Paragraph 3, or required to attend a succeeding class due to their inability to pass the examination.

(6) If an employee fails to pass examination after two (2) attempts, he will be required to consult with the Superintendent and the Local Chairman, or their representatives, for the purpose of identifying and possibly overcoming the problem.

Signed at St. Louis, Missouri, January 11, 1985.

**For the Employees:**

/s/ J. T. Bay  
/s/ W. H. Bannon  
/s/ M. B. Futhey, Jr.  
/s/ J. W. Gilbreath  
/s/ R. A. Green  
/s/ W. B. Grober, Jr.  
/s/ R. W. Guthrie

/s/ R. D. Hogan, Jr.  
/s/ D. L. Jennings  
/s/ J. L. Morlan  
/s/ Irving Newcomb  
/s/ D. P. Piel  
/s/ S. J. Zebelean

**For the Carrier:**

/s/ E. E. Margason

**APPROVED:**

/s/ L. W. Swert

**Memorandum of Agreement**

April 2, 1992

(Modified Rules Test Exam)

In order to conform the Carrier's rules examination requirements to the Federal Railroad Administration regulations for the certification and licensing of engine service employees, the Memorandum Agreement of January 11, 1985 is amended as follows:

(1) An employee will be required to attend instruction examination classes at intervals not exceeding thirty-six (36) months.

(2) In order to successfully complete the class an employee will be required to achieve a minimum score of 85% on the written examination. Any incorrect answers will be reviewed with the employee by the instructor with written acknowledgment of understanding.

(3) If the employee fails to achieve an 85% the employee will be required to return the following day and be re-examined on the entire examination. The employee will be compensated in accordance with applicable rules for this retest. The employee may defer the re-examination for up to seven (7) days at his/her own expense and will not be permitted to work during this period.

(4) If the employee fails to achieve an 85% on the second examination the Superintendent (designee) and the Local Chairman will promptly (not more than 72 hours) meet to review the employee's inability to pass the examination and take such corrective action as necessary. Subject to FRA requirements, the employee will not operate a locomotive until an 85% is attained. The employee may also be restricted to certain class or classes of service for which he/she is qualified, if any, until he can pass the required examination. If the matter cannot be resolved, it will immediately be referred to the General Chairman and Director of Labor Relations.

(5) The parties agree that if problems occur concerning the application of this agreement, the parties will promptly meet to correct those problems.

This agreement will become effective April 15, 1992.

Signed at Memphis, Tennessee this 2nd day of April, 1992.

For the Organization:

/s/ M. B. Futhy, Jr.    /s/ R. D. Hogan, Jr.  
/s/ D. Guthrie        /s/ D. P. Piel  
/s/ R. W. Guthrie     /s/ S. B. Rudel  
/s/ M. R. Haughton.   /s/ J. L. Warren

For the Carrier:

/s/ W. S. Hinckley  
/s/ W. E. Naro  
/s/ T. L. Wilson, Sr.

APPROVED: /s/ W. E. Biedenham, Jr.

## **ARTICLE 48 LEAVE OF ABSENCE**

### **Section A.**

EMPLOYEES will be granted leave of absence for not more than ninety (90) days, except in case of sickness or injury to themselves or families, or for other reasons when agreed to by the officers of the Railroad and the organization representing them in their class, or when accepting official positions with this railroad or the organization parties to this agreement. Official positions with the railroad to be of the General Yardmaster class or higher.

### **Section B.**

Employees absenting themselves for more than ninety (90) days, except as herein provided, will lose all rights.

### **Memorandum of Agreement**

October 9, 1956

(Lose of Seniority Ninety (90) Dy Absence)

### **It Is Mutually Agreed That:**

Article 48 is interpreted to mean that an employee covered by the rule when out of service more than ninety (90) days for any cause (except as provided by Article 27, Section E) must have a leave of absence or forfeit his seniority.

This memorandum of Agreement becomes effective November 1, 1956.

**Memorandum of Agreement**  
June 23, 1981  
(Personal Injury Automatic Leave of Absence)

**It Is Agreed** that "Leave of Absence" Rules covering employees represented by the United Transportation Union Committee, signatory hereto, are amended to the extent that such employees who are absent from duty due to an injury incurred while on duty with the Missouri Pacific Railroad Company (including deadheading on Company orders) will not require a leave of absence for the duration of their disability.

**ARTICLE 49**  
**REMOVAL OF EMPLOYEES TO OTHER TERMINALS**

(Not Reproduced Herein)

**ARTICLE 50**  
**ATTENDING COURT OR INVESTIGATION**

**Section A.**

Trainmen when required by the Company to serve as witnesses at court will be paid actual time lost and in addition \$4.00 as expenses for each calendar day or fraction thereof. When required by the Company to serve as witnesses at court at their home terminal they will be paid actual expenses for meals and car fare, such expenses to be itemized and turned in by them as their expense account.

When used on lay over day or before or after completing a day's work they will receive one (1) day at regular rate employed. When traveling at night on account of attending court, sleeping car transportation will be allowed provided receipts are turned in to cover.

**Section B.**

Extra men on extra board when used at court will be paid through freight rate for each day and expenses as above and stand last out on board.

**Section C.**

Trainmen required to attend investigation will be paid for all time lost. Should they lose no time will be paid one (1) day if attendance requires over two (2) hours at the rate employed. If attendance requires two (2) hours or less no payment to be made.

Trainmen required to testify at investigations while on duty will not be paid for same. Witnesses at investigations not requested by the Company will not be paid.

When required to attend investigations away from home terminals payment will be made as for attending court.

**Section D.**

It is understood that deadheading will not accrue under the sections of this article.

**Section E.**

Time and expenses earned under this article will be paid on the first pay day in the month following the month in which said service is rendered.

Superintendents will apply this rule in a broad manner with a view of preventing any undue hardships on employees and in every case where they have not had proper opportunity for rest will upon request be given eight (8) hours undisturbed rest before being required to go in service.

**Letter of Understanding**  
December 21, 1928  
(Investigations Held At Home Terminal)

Conference my office December 21st, with reference to place where investigations will be conducted:

It is understood that home terminal referred to in Article 50, Section (c) of Conductors' and Trainmen's Agreement; Article 15, Section (c) in the Firemen's Agreement; and Article 14, Section (c) in the Engineers' Agreement is interpreted to mean, the point at which employees lay off and report for duty.  
/s/ L. A. David

**ARTICLE 51  
EMPLOYEES ON COMMITTEE BUSINESS**

Employees on Committee Business, when such business has reference to grievances concerning this railroad and its employees, will be granted the necessary leave of absence, and will be furnished transportation over this railroad's lines.

**ARTICLE 52  
TIME REPORTS**

**Section A.**

Trainmen will be notified and given reasons when time is not allowed as claimed.

**Section B.**

When trainmen have claim for time that is not allowed by reason of misunderstanding as to application or error develops in compilation, when corrected, he will be given a D. C. check for the omitted time.

**Memorandum Of Agreement**  
March 8, 1974  
(Payroll Printout)

Conductors and Brakemen on the Gulf District will be furnished a computerized payroll print-out showing their time for a semi-monthly period.

All preparatory time allowances for Conductors and Brakemen now in effect will be eliminated. These employees will go on duty at the time the train is called to depart.

This agreement signed this 8th day of March, 1974.

**ARTICLE 53  
INVESTIGATION AND DISCIPLINE**

**Section A.**

No conductor, baggageman, or brakeman will be discharged or suspended, or unfavorable entries made against his record, without just and sufficient cause. In case an employee be taken out of service for alleged cause he will be given a hearing, and shall be permitted to have an ORC or BRT Committeeman present at examination of all witnesses testifying, and a decision shall be rendered in writing in his case within five days from the time he was taken out of service. Committeeman shall have the right to question all witnesses.

(Modified to ten (10) days in the October 13, 1994 Memorandum of Agreement below)

section B. When an employe is brought to trial for any offense, the charge shall be specified, and he and his Committeeman of O.R.C or B. of R.T., shall have the right to produce witnesses to testify in his defense at such investigation, and to examine all papers and to question all persons giving evidence in his case. The Committee will be furnished copy of investigation and findings on request.

Copy

**Section C.**

Any employee who feels that he has been unjustly dealt with, shall have the right to appeal to his superior officer within ten (10) days, either in person or through the ORC or BRT Committees, together with the local or General Chairman, or both. If found not guilty, he shall be reinstated and paid for all time lost, or his record relieved of unfavorable entries, as the case may be.

**Section D.**

Trainmen will be allowed to have a representative present, if he so desires, when called upon to give verbal statements to officials. Where responsibility of matters being investigated is undetermined, the employees upon whom the responsibility seems to rest will be allowed to remain during the entire investigation.

**Memorandum of Agreement**

October 13, 1994

(10/10/10 Investigation Agreement)

In order to establish a uniform rule to govern the scheduling and conducting of disciplinary investigations of trainmen/yardmen.

**It Is Agreed:**

1. Employees will not be disciplined without first being given a fair and impartial investigation. They may, however, be held out of service pending such investigation, but it is not intended that they be held out of service for minor offenses.
  2. Prior to the investigation, the employee(s) shall be given written notice of the specific charge(s) stating the time and place sufficiently in advance to afford them the opportunity to arrange for witnesses and for representation by a fellow trainman/yardman or officer of the United Transportation Union.
  3. Employees will be notified of the charge(s) within ten (10) days from the time a Company officer authorized to order investigations has, or reasonably should have had, information of the incident(s) to be investigated. The Investigation will be set within ten (10) days subsequent to the date of the charge(s). A decision shall be rendered within ten (10) days following completion of the Investigation. If not delivered on Company premises, the decision shall be sent by Certified U.S. Mail, Return Receipt Requested, to the last known address. The postmark will determine the date the decision is rendered provided the employee produces the proper envelope.
  4. The accused and his representative will be afforded the opportunity to examine and cross-examine all witnesses with authority equal to that of the Interrogating Officer; i.e., they will be allowed to ask any questions that are related to the matters under Investigation.
  5. A transcript of the record of the proceedings at the investigation will be made and a copy thereof will be furnished promptly to the charged employee and his representative. Where the Carrier elects to record the proceedings by means of an electronic device, such as a tape recorder, the representative of the charged may also record the proceedings should he so desire provided that doing so does not result in disruption or delay to the hearing.
- The official recording will be maintained by the Carrier for a minimum of thirty (30) days except in the instance where the accuracy of the written transcript is challenged. In such instance the recording will be maintained until the dispute is resolved.
6. An employee who voluntarily signs a statement waiving investigation and accepting responsibility will be advised of the amount of discipline that will be applied before signing such

# UNION PACIFIC RAILROAD COMPANY



BUILDING AMERICA

May 1, 2009  
Carrier File 450.1  
UTU (UPED) Discipline Agreement  
**Addendum**

Mr. L. R. Bumpurs  
General Committee of Adjustment GO 577  
400 Randal Way, Suite, 102  
Spring, TX 77388

Dear Mr. Bumpurs:

This letter concerns our May 1, 2009, Agreement modifying IGN-UTU Conductors, Trainmen, and Switchmen Discipline Agreements which in part governs the appeal and dispute resolution process for dismissed employees.

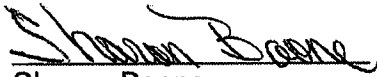
During negotiations you expressed concern over the thirty-(30) day timeline requirement governing UTU's appeal of a dismissed employee's case.

In an effort to accommodate and transition to the timelines expressed in our May 1, 2009 Addendum, UTU will make every effort to file its appeal for a dismissed employee within the thirty (30) day time frame. Notwithstanding and for a period of one year following the execution of this agreement, Union Pacific will not consider UTU's failure to file an appeal for a dismissed employee as a time limit violation unless that appeal is not filed by the Organization within forty-(45) days of the Superintendent's disciplinary assessment.

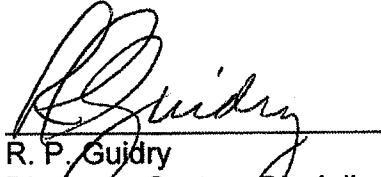
On May 2, 2010, this Side Letter will automatically expire and the thirty-(30) day timeline for appealing a dismissed employee's case will thereafter become enforceable. Should UTU find the thirty-(30) day timeline problematic, it may cancel the May 1, 2009, Addendum by serving a thirty-(30) day written notice on or before April 1, 2010. If a cancellation notice is not served on or before April 1, 2010, the May 1, 2009 Addendum will remain in effect pursuant to the Railway Labor Act, as amended.

Please specify your concurrence in the space provided.

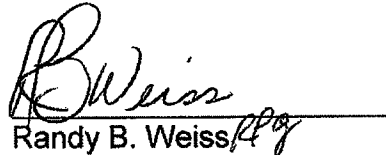
Respectfully,



Sharon Boone  
Director – South



R. P. Guidry  
Director – System Discipline



Randy B. Weiss  
Assistant Director – Discipline

I concur

  
L. R. Bumpurs  
General Chairperson  
United Transportation Union – IGN

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**UNION PACIFIC RAILROAD COMPANY**  
**(FORMER IGN - HOUSTON SERVICE UNIT)**  
**AND**  
**UNITED TRANSPORTATION UNION**

**ARTICLE I – APPLICABILITY**

- A. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this Agreement.
- B. This Agreement will not modify or replace Carrier policies pertaining to discipline; except to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

**NOTE:** This agreement will not modify or replace "By-Pass", "Companion" or "CORE" Agreements.

**ARTICLE II – GENERAL**

- A. Employees will not be disciplined without just and sufficient cause as determined by a fair and impartial investigation. They may, however, be held out of service pending investigation, but it is not intended that an employee be held out of service for minor offenses.

**NOTE:** The term "employee" or "employees" used herein will include all classes and crafts of employees in which the United Transportation Union (UTU) is the legally designated representative on the Union Pacific Railroad Company.

**ARTICLE III – NOTICE OF INVESTIGATION**

- A. Within ten (10) days following the time a company officer authorized to order investigations knew or should have known of the alleged offense, the employee will be given written notice of the specific charges against him or her. The notice will state time, date and place of the investigation, employees charged, and witnesses expected to



be called and will be furnished sufficiently in advance to allow the employee the opportunity to arrange for witnesses and representation, if desired, by the UTU local chairperson(s) or their designee. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the UTU local chairperson.

**NOTE:** The term "the UTU local chairperson's designee" as used throughout this agreement refers to and shall be interpreted to mean a person who holds seniority on the Union Pacific Railroad and who is elected to a position with the UTU or is a member of that organization.

#### **ARTICLE IV – INFORMAL CONFERENCES**

- A. The employee (and the UTU local chairperson or the UTU local chairperson's designee, if desired by the employee), may contact the designated carrier officer prior to the investigation and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
- (1) If such informal conference results in the charges being dismissed, no further action will be taken.
  - (2) If such informal conference results in proposed discipline being accepted by the employee and the investigation being waived, the employee's record will be updated accordingly. It is understood an employee may not waive an investigation where permanent dismissal would result unless the UTU local chairperson has been consulted. In that case, confirmation that the UTU local chairperson has been consulted will be required as part of the waiver document.
  - (3) If such informal conference does not result in either (1) or (2) above, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

#### **ARTICLE V – INVESTIGATION**

- A. Unless postponed for good cause, the investigation will be held no later than ten (10) days following the date of the notice.

**NOTE:** In the application of this Section A above it is understood the parties will exercise reasonable judgement in the postponement of investigations.

- B. When practicable, the investigation will be held at the employee's home terminal. When that is not practicable, the investigation will be held at a location that will minimize the travel, inconvenience and loss of time for all employees involved. When an employee is required to travel to an investigation at other than his or her home terminal, the employee will be reimbursed for actual, reasonable and necessary expenses incurred unless the distance to the site of the investigation is equal to or less than the distance to the employee's home terminal.
- C. An employee failing to appear at a hearing, after having been properly notified in writing, and who makes no effort to secure a postponement, will be considered as accepting the discipline proposed in the charge letter.
- D. A conducting officer failing to appear at a scheduled hearing will result in the investigation being cancelled and the discipline charges dropped.

**Note:** It is understood Article V(C) and (D) will not be unreasonably applied.

Due consideration will be given when employees are unable to attend their investigation as a result of events over which they have no control. Employees will advise his or her manager and union representative as soon as possible, but no later than the day following the investigation, of the reason(s) he or she could not attend the investigation with supporting documentation.

When a conducting officer is prevented from attending an investigation as a result of events over which he or she has no control and such hearing must be delayed until the reasonable arrival of the assigned hearing officer or until another hearing officer can arrive to commence the hearing, such event will not result in a violation of this rule.

- E. When request is made sufficiently in advance, but no later than three (3) days prior to the scheduled date of the hearing, an employee and/or the UTU local chairperson or the UTU local chairperson's designee will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, an employee and/or the UTU local chairperson or the UTU local

chairperson's designee will be afforded the opportunity to examine or cross-examine all witnesses. Such examination will extend only to matters under investigation. At the investigation the hearing officer or the employee or their representative(s) may request that the witnesses be sequestered.

- F. The investigation will be recorded and transcribed. If discipline results, copies of transcript will be sent to the employee, the UTU local chairperson and the UTU General Chairperson, no later than the date discipline is issued. If the accuracy of the transcript is questioned, the media used shall be examined by both parties and if necessary, the transcript will be corrected.

**NOTE:** The use of the term "media recognizes the future possibilities of improved electronic methods of recording and transcription.

- G. Where the Carrier elects to record a proceeding(s) by means of an electronic device, such as a tape recorder, the representative of the charged employee may also record the proceedings should he so desire provided that doing so does not result in disruption or delay of the hearing. If the representative records the proceeding on his or her own, the presiding officer must be advised prior to the investigation. Any time the Carrier's recording device is turned off, the representative's recording device must also be turned off. The representative's recording may be referenced should a malfunction occur with the primary recording device.

## **ARTICLE VI - DECISION**

- A. A written decision will be issued no later than ten (10) days following the completion of the hearing. The notice will be sent by US Mail (i.e. certified mail, or similar third-party method providing receipt of delivery) to the last known address of the employee, the UTU local chairperson and the UTU general chairperson.

**NOTE:** This does not preclude on-property delivery of the decision by a Carrier representative. Such delivery shall be evidenced by a receipt signed and dated by the employee.

- B. If the Superintendent or his designee fails to issue a decision within such ten (10)-day time limit or if the employee is found not at fault, the employee will be paid for any actual time lost and the employee's record will be cleared of the discipline at issue.

## ARTICLE VII – APPEALS

### OTHER THAN DISMISSALS

- A. Within sixty (60) days of the date of the Superintendent's decision (other than dismissal) the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations officer. The date of Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. Failing to appeal the Superintendent's decision in accordance with this provision, the appeal will be barred.

**NOTE:** During the sixty (60) day time frame provided in this Section A it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution can be reached locally.

- B. Should the UTU General Chairperson file an appeal, the designated Labor Relations officer will respond to the appeal within sixty (60) days from the postmarked date of the appeal. If the Labor Relations officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record will be cleared of the discipline at issue.
- C. Should the UTU General Chairperson wish to conference any appeals declined by the designated Labor Relations Officer (other than dismissal), the General Chairperson must request a conference listing those claims to be discussed. The General Chairperson's request for conference will not serve to suspend the time limits on such appeals as provided in Paragraph D below.
- D. If the employee or his or her authorized representative is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the employee or his or her duly authorized UTU representative within three hundred sixty-five (365) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

**NOTE:** The term "instituted" is intended to mean either party must either docket the claim to a Public Law Board/Special Board of Adjustment in accordance with applicable National Mediation Board

rules and procedures or file an ex parte notice of intent with the First Division of the National Railroad Adjustment Board.

### **DISMISSALS**

- E. Within thirty (30) days of the date of the Superintendent's decision to dismiss an employee, the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations Officer and request a conference to discuss the discipline matter. The date of the Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. The appeal will be barred and the dismissed decision will stand should there be a failure to appeal the Superintendent's decision in accordance with this provision.

**Note:** During the thirty (30) day time frame provided in this Section E, it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution may be reached locally.

- F. The UTU General Chairperson's requested conference to discuss an appeal(s) filed on behalf of a dismissed employee will be held within thirty (30) days from the postmark date of the UTU General Chairperson's written appeal to the designated Labor Relations Officer. The UTU General Chairperson's request for conference will not serve to suspend the time limits on such appeal(s) as provided in Paragraphs G and H below.
- G. Should the UTU General Chairperson (or designated UTU representative) and the designated Labor Relations Officer (or designated Carrier representative) be unable to resolve the appeal in conference, the designated Labor Relations Officer will confirm conference and respond to the UTU General Chairperson's written appeal within sixty (60) days from the postmark date of the UTU General Chairperson's appeal. If the Labor Relations Officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record cleared of the discipline at issue.

**Note 1:** The UTU General Chairperson may request a dismissed employee's case be docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA) immediately following the conference pending written response from the Labor Relations

Officer outlined in Section G above. This note will not apply in cases where a dismissed employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board.

**Note 2:** It is understood that the UTU General Chairperson's letter of appeal and the Labor Relations Officer's denial will comprehensively outline their respective positions to permit the expeditious handling and resolution of a dismissed employee's case.

- H. If a dismissed employee is dissatisfied with the Carrier's decision, proceedings for final disposition of the case under the Railway Labor Act, as amended, must be instituted by the employee or his or her duly authorized UTU representative within thirty (30) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued.

For a dismissed employee's case to be considered instituted under this Section H, the duly authorized UTU representative must, by mutual agreement, list the case to an existing Public Law Board (PLB) or Special Board of Adjustment (SBA), list the case on an Attachment A with accompanying proposed board agreement served pursuant to **§ 153 Second of the Railway Labor Act, as amended, to establish a new Board of Arbitration** or the employee or his or her duly authorized UTU representative file a Notice of Intent with the National Railroad Adjustment Board.

If notice is served to establish a new Board of Arbitration by the Carrier or Organization to resolve a dismissed employee case pursuant to **§ 153 Second of the Railway Labor Act, as amended**, and the UTU General Chairperson and Labor Relations Officer are unable to mutually agree upon an arbitrator, request may be made to the National Mediation Board to provide a strike list of seven (7) arbitrators having substantial rail industry experience. The UTU General Chairperson and Labor Relations Officer will act upon the seven arbitrator strike list (coin toss deciding the party having first strike opportunity) within seven (7) days of its receipt. The parties will thereafter contact the selected Arbitrator and timely schedule the hearing.

When a dismissed employee's case is listed to an existing PLB or SBA or listed to a newly established Board of Arbitration, the Board hearing will be held within ninety (90) days of the case listing unless

there is a scheduling conflict with the arbitrator or a later date is mutually agreed upon by the parties.

The applicable provisions of Article VIII, Section D below will apply to all discipline cases (dismissals and suspensions) where the duly authorized representative's proposed handling is to a PLB or SBA.

**Note:** When a case(s) for the dismissed employee is docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA), the duly authorized UTU representative and designated Labor Relations Officer (or designated Carrier representative) will assure all other outstanding discipline cases for that employee are listed to that forum and will be heard with the dismissal case(s).

#### **ARTICLE VIII - MISCELLANEOUS**

- A. If a dispute arises concerning the timeliness of any notice or decision, the postmark on the envelope containing such document or the dated receipt of the on-property delivery of the Superintendent's decision to the employee shall be deemed to be the date of such notice or decision.

**NOTE:** The parties will work to develop an electronic means of communication, with verifiable electronic date stamp, for exchanging correspondence to further expedite the handling of dismissal cases.

- B. Employees attending an investigation as witnesses at the direction of the Carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of three hours, to be paid at the rate of the last service performed.
- C. The employee being investigated or the UTU representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the employee or representative and provides relevant testimony which would not otherwise have been in the record, the Carrier will compensate the witness as if it had directed the witness to attend.

- D. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an employee who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the employee for the twelve (12) month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

The Carrier's current practice of adjusting pay for time lost by general wage increases (GWI), cost-of-living-adjustments (COLA) and/or entry-rate progression occurring during the time out of service is recognized and will continue under this Agreement.

The amount of pay for time lost due an employee as a result of a sustaining PLB or SBA Award will not be reduced by outside earnings during the time period the employee was out of service. However, appropriate offsets will be made as specifically required by law or agreement, i.e. Railroad Retirement Board unemployment compensation and/or health and welfare premiums.

If final disposition of an employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board, pay for time lost will be reduced by outside earnings during the time period the employee was out of service. It is understood the Carrier may not initiate a Letter of Intent to the National Railroad Adjustment Board to circumvent the outside earnings offset preclusion outlined in this Article VIII, Section D.

When an employee is compensated for time lost in accordance with an arbitration award the compensation for time lost is to be considered as time worked in the calculation of the employee's subsequent vacation eligibility and pay.

**NOTE:** The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, to exclude those months in which the employee lays off on his/her own accord; it is intended the twelve (12)-month period utilized will reflect the employee's normal work habits and history.




**Example:** An employee was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the employee is reinstated and awarded time lost (back pay). Six (6) months prior to his/her dismissal, said employee was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months including September (March and April are excluded due to the employee having reduced or no earnings in those months due to the medical condition).

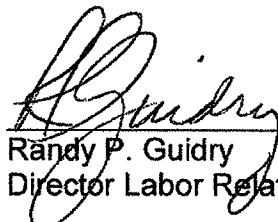
**ARTICLE IX – EFFECTIVE DATE**


This agreement signed in Omaha, Nebraska on May 1, 2009.

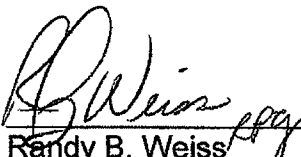
**UNITED TRANSPORTATION UNION**

  
\_\_\_\_\_  
L. R. Bumpurs  
General Chairman  
United Transportation Union

**UNION PACIFIC RAILROAD**

  
\_\_\_\_\_  
Randy P. Guidry  
Director Labor Relations

  
\_\_\_\_\_  
Sharon F. Boone  
Director Labor Relations

  
\_\_\_\_\_  
Randy B. Weiss  
Asst. Director, Labor Relations

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**UNION PACIFIC RAILROAD COMPANY**  
**(FORMER IGN - LIVONIA SERVICE UNIT)**  
**AND**  
**UNITED TRANSPORTATION UNION**

**ARTICLE I – APPLICABILITY**

- A. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this Agreement.
- B. This Agreement will not modify or replace Carrier policies pertaining to discipline; except to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

**NOTE:** This agreement will not modify or replace “By-Pass”, “Companion” or “CORE” Agreements.

**ARTICLE II – GENERAL**

- A. Employees will not be disciplined without just and sufficient cause as determined by a fair and impartial investigation. They may, however, be held out of service pending investigation, but it is not intended that an employee be held out of service for minor offenses.

**NOTE:** The term “employee” or “employees” used herein will include all classes and crafts of employees in which the United Transportation Union (UTU) is the legally designated representative on the Union Pacific Railroad Company.

**ARTICLE III – NOTICE OF INVESTIGATION**

- A. Within ten (10) days following the time a company officer authorized to order investigations knew or should have known of the alleged offense, the employee will be given written notice of the specific charges against him or her. The notice will state time, date and place of the investigation, employees charged, and witnesses expected to

be called and will be furnished sufficiently in advance to allow the employee the opportunity to arrange for witnesses and representation, if desired, by the UTU local chairperson(s) or their designee. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the UTU local chairperson.

**NOTE:** The term "the UTU local chairperson's designee" as used throughout this agreement refers to and shall be interpreted to mean a person who holds seniority on the Union Pacific Railroad and who is elected to a position with the UTU or is a member of that organization.

#### **ARTICLE IV – INFORMAL CONFERENCES**

- A. The employee (and the UTU local chairperson or the UTU local chairperson's designee, if desired by the employee), may contact the designated carrier officer prior to the investigation and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
- (1) If such informal conference results in the charges being dismissed, no further action will be taken.
  - (2) If such informal conference results in proposed discipline being accepted by the employee and the investigation being waived, the employee's record will be updated accordingly. It is understood an employee may not waive an investigation where permanent dismissal would result unless the UTU local chairperson has been consulted. In that case, confirmation that the UTU local chairperson has been consulted will be required as part of the waiver document.
  - (3) If such informal conference does not result in either (1) or (2) above, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

#### **ARTICLE V – INVESTIGATION**

- A. Unless postponed for good cause, the investigation will be held no later than ten (10) days following the date of the notice.

**NOTE:** In the application of this Section A above it is understood the parties will exercise reasonable judgment in the postponement of investigations.

- B. When practicable, the investigation will be held at the employee's home terminal. When that is not practicable, the investigation will be held at a location that will minimize the travel, inconvenience and loss of time for all employees involved. When an employee is required to travel to an investigation at other than his or her home terminal, the employee will be reimbursed for actual, reasonable and necessary expenses incurred unless the distance to the site of the investigation is equal to or less than the distance to the employee's home terminal.
- C. An employee failing to appear at a hearing, after having been properly notified in writing, and who makes no effort to secure a postponement, will be considered as accepting the discipline proposed in the charge letter.
- D. A conducting officer failing to appear at a scheduled hearing will result in the investigation being cancelled and the discipline charges dropped.

**Note:** It is understood Article V(C) and (D) will not be unreasonably applied.

Due consideration will be given when employees are unable to attend their investigation as a result of events over which they have no control. Employees will advise his or her manager and union representative as soon as possible, but no later than the day following the investigation, of the reason(s) he or she could not attend the investigation with supporting documentation.

When a conducting officer is prevented from attending an investigation as a result of events over which he or she has no control and such hearing must be delayed until the reasonable arrival of the assigned hearing officer or until another hearing officer can arrive to commence the hearing, such event will not result in a violation of this rule.

- E. When request is made sufficiently in advance, but no later than three (3) days prior to the scheduled date of the hearing, an employee and/or the UTU local chairperson or the UTU local chairperson's designee will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, an employee and/or the UTU local chairperson or the UTU local

chairperson's designee will be afforded the opportunity to examine or cross-examine all witnesses. Such examination will extend only to matters under investigation. At the investigation the hearing officer or the employee or their representative(s) may request that the witnesses be sequestered.

- F. The investigation will be recorded and transcribed. If discipline results, copies of transcript will be sent to the employee, the UTU local chairperson and the UTU General Chairperson, no later than the date discipline is issued. If the accuracy of the transcript is questioned, the media used shall be examined by both parties and if necessary, the transcript will be corrected.

**NOTE:** The use of the term "media recognizes the future possibilities of improved electronic methods of recording and transcription.

- G. Where the Carrier elects to record a proceeding(s) by means of an electronic device, such as a tape recorder, the representative of the charged employee may also record the proceedings should he so desire provided that doing so does not result in disruption or delay of the hearing. If the representative records the proceeding on his or her own, the presiding officer must be advised prior to the investigation. Any time the Carrier's recording device is turned off, the representative's recording device must also be turned off. The representative's recording may be referenced should a malfunction occur with the primary recording device.

## **ARTICLE VI - DECISION**

- A. A written decision will be issued no later than ten (10) days following the completion of the hearing. The notice will be sent by US Mail (i.e. certified mail, or similar third-party method providing receipt of delivery) to the last known address of the employee, the UTU local chairperson and the UTU general chairperson.

**NOTE:** This does not preclude on-property delivery of the decision by a Carrier representative. Such delivery shall be evidenced by a receipt signed and dated by the employee.

- B. If the Superintendent or his designee fails to issue a decision within such ten (10)-day time limit or if the employee is found not at fault, the employee will be paid for any actual time lost and the employee's record will be cleared of the discipline at issue.

## ARTICLE VII – APPEALS

### OTHER THAN DISMISSALS

- A. Within sixty (60) days of the date of the Superintendent's decision (other than dismissal) the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations officer. The date of Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. Failing to appeal the Superintendent's decision in accordance with this provision, the appeal will be barred.

**NOTE:** During the sixty (60) day time frame provided in this Section A it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution can be reached locally.

- B. Should the UTU General Chairperson file an appeal, the designated Labor Relations officer will respond to the appeal within sixty (60) days from the postmarked date of the appeal. If the Labor Relations officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record will be cleared of the discipline at issue.
- C. Should the UTU General Chairperson wish to conference any appeals declined by the designated Labor Relations Officer (other than dismissal), the General Chairperson must request a conference listing those claims to be discussed. The General Chairperson's request for conference will not serve to suspend the time limits on such appeals as provided in Paragraph D below.
- D. If the employee or his or her authorized representative is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the employee or his or her duly authorized UTU representative within three hundred sixty-five (365) days of the date of the designated Labor Relations Officer's written declination or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

**NOTE:** The term "instituted" is intended to mean either party must either docket the claim to a Public Law Board/Special Board of Adjustment in accordance with applicable National Mediation Board

rules and procedures or file an ex parte notice of intent with the First Division of the National Railroad Adjustment Board.

### **DISMISSALS**

- E. Within thirty (30) days of the date of the Superintendent's decision to dismiss an employee, the UTU General Chairperson may appeal the decision in writing to the designated Labor Relations Officer and request a conference to discuss the discipline matter. The date of the Superintendent's decision will be the postmark date of the Superintendent's letter or the dated receipt of the on-property delivery of the Superintendent's decision to the employee. The appeal will be barred and the dismissed decision will stand should there be a failure to appeal the Superintendent's decision in accordance with this provision.

**Note:** During the thirty (30) day time frame provided in this Section E, it is contemplated the Superintendent or designee and the UTU local representative may meet to discuss the disciplinary action taken towards employee(s) and to determine if a resolution may be reached locally.

- F. The UTU General Chairperson's requested conference to discuss an appeal(s) filed on behalf of a dismissed employee will be held within thirty (30) days from the postmark date of the UTU General Chairperson's written appeal to the designated Labor Relations Officer. The UTU General Chairperson's request for conference will not serve to suspend the time limits on such appeal(s) as provided in Paragraphs G and H below.
- G. Should the UTU General Chairperson (or designated UTU representative) and the designated Labor Relations Officer (or designated Carrier representative) be unable to resolve the appeal in conference, the designated Labor Relations Officer will confirm conference and respond to the UTU General Chairperson's written appeal within sixty (60) days from the postmark date of the UTU General Chairperson's appeal. If the Labor Relations Officer fails to respond within sixty (60) days, the employee will be paid for any time lost and the employee's record cleared of the discipline at issue.

**Note 1:** The UTU General Chairperson may request a dismissed employee's case be docketed to a Public Law Board (PLB) or Special Board of Adjustment (SBA) immediately following the conference pending written response from the Labor Relations Officer outlined in Section G above. This note will not apply in

cases where a dismissed employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board.

**Note 2:** It is understood that the UTU General Chairperson's letter of appeal and the Labor Relations Officer's denial will comprehensively outline their respective positions to permit the expeditious handling and resolution of a dismissed employee's case.

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For a dismissed employee's case to be considered instituted under this Section H, the duly authorized UTU representative must, by mutual agreement, list the case to an existing Public Law Board (PLB) or Special Board of Adjustment (SBA), list the case on an Attachment A with accompanying proposed board agreement served pursuant to **§ 153 Second of the Railway Labor Act, as amended, to establish** a new Board of Arbitration or the employee or his or her duly authorized UTU representative file a Notice of Intent with the National Railroad Adjustment Board.

If notice is served to establish a new Board of Arbitration by the Carrier or Organization to resolve a dismissed employee case pursuant to **§ 153 Second of the Railway Labor Act, as amended**, and the UTU General Chairperson and Labor Relations Officer are unable to mutually agree upon an arbitrator, request may be made to the National Mediation Board to provide a strike list of seven (7) arbitrators having substantial rail industry experience. The UTU General Chairperson and Labor Relations Officer will act upon the seven arbitrator strike list (coin toss deciding the party having first strike opportunity) within seven (7) days of its receipt. The parties will thereafter contact the selected Arbitrator and timely schedule the hearing.

When a dismissed employee's case is listed to an existing PLB or SBA or listed to a newly established Board of Arbitration, the Board hearing will be held within ninety (90) days of the case listing unless there is a scheduling conflict with the arbitrator or a later date is mutually agreed upon by the parties.



The applicable provisions of Article VIII, Section D below will apply to all discipline cases (dismissals and suspensions) where the duly authorized UTU representative's proposed handling is to a PLB or SBA.

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### **ARTICLE VIII - MISCELLANEOUS**

- A. If a dispute arises concerning the timeliness of any notice or decision, the postmark on the envelope containing such document or the dated receipt of the on-property delivery of the Superintendent's decision to the employee shall be deemed to be the date of such notice or decision.

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- C. The employee being investigated or the UTU representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the employee or representative and provides relevant testimony which would not otherwise have been in the record, the Carrier will compensate the witness as if it had directed the witness to attend.
- D. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an employee who has been

disciplined for "time lost", the amount due shall be based on the average daily earnings of the employee for the twelve (12) month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

The Carrier's current practice of adjusting pay for time lost by general wage increases (GWI), cost-of-living-adjustments (COLA) and/or entry-rate progression occurring during the time out of service is recognized and will continue under this Agreement.

The amount of pay for time lost due an employee as a result of a sustaining PLB or SBA Award will not be reduced by outside earnings during the time period the employee was out of service. However, appropriate offsets will be made as specifically required by law or agreement, i.e. Railroad Retirement Board unemployment compensation and/or health and welfare premiums.

If final disposition of an employee's case is forwarded by the employee or his or her duly authorized UTU representative to the National Railroad Adjustment Board, pay for time lost will be reduced by outside earnings during the time period the employee was out of service. It is understood the Carrier may not initiate a Letter of Intent to the National Railroad Adjustment Board to circumvent the outside earnings offset preclusion outlined in this Article VIII, Section D.

When an employee is compensated for time lost in accordance with an arbitration award the compensation for time lost is to be considered as time worked in the calculation of the employee's subsequent vacation eligibility and pay.

**NOTE:** The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, to exclude those months in which the employee lays off on his/her own accord; it is intended the twelve (12)-month period utilized will reflect the employee's normal work habits and history.

**Example:** An employee was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the employee is


reinstated and awarded time lost (back pay). Six (6) months prior to his/her dismissal, said employee was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months including September (March and April are excluded due to the employee having reduced or no earnings in those months due to the medical condition).


**ARTICLE IX – EFFECTIVE DATE**

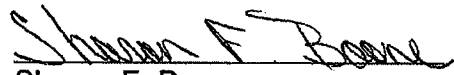
This agreement signed in Omaha, Nebraska on May 1, 2009..

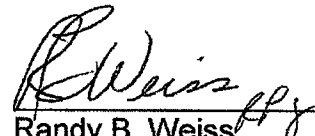
**UNITED TRANSPORTATION UNION**

  
\_\_\_\_\_  
L. R. Bumpurs  
General Chairman  
United Transportation Union

**UNION PACIFIC RAILROAD**

  
\_\_\_\_\_  
Randy P. Guidry  
Director Labor Relations

  
\_\_\_\_\_  
Sharon F. Boone  
Director Labor Relations

  
\_\_\_\_\_  
Randy B. Weiss  
Asst. Director, Labor Relations

statement. If an employee, upon being advised of the amount of discipline, chooses to decline to sign the waiver, and investigation is held, the fact that the employee had discussed the possibility of waiver will not later be mentioned and will not prejudice the individual or the Carrier in any way.

This Agreement will become effective September 1, 1994 and will supersede all other agreements, rules and/or understandings which are in conflict herewith. This Agreement may be canceled by either party by serving fifteen (15) days written notice upon the other party signatory hereto.

Dated this 13th day of October, 1994.

For The Employees:  
/s/ L. W. Parsons, Sr.

For The Carrier:  
/s/ S. A. Bannister

**Agreement**  
September 9, 1963  
(Suspended by UPGRADE POLICY)

1. Commencing September 15, 1963, the method of discipline of employees will be changed. This change in the manner of imposing discipline is made with the conviction that it will be of mutual benefit to employees and the railroad. The very nature of the transportation business renders the operation of a railroad system complex and makes rules and regulations essential. It is for this reason, and the requirements for safe and efficient operation, that rules and regulations for the operation of the railroad have been promulgated.

2. To insure faithful compliance, discipline, consisting of training to act in accordance with the rules and proper conduct, and appropriate punishment in the event of failure to so act, is essential.

3. Circular No. 2, dated at Houston, Texas, August 15, 1926, and made effective same date, signed by General Manager W. G. Choate, is cancelled.

4. Discipline will consist of one of the following:

- (a) Reprimand
- (b) Deferred suspension
- (c) Actual suspension
- (d) Dismissal

5. Discipline will be assessed only by Superintendent, or officer of higher rank, and then only after compliance with the provisions of applicable collective bargaining agreement.

6. Deferred suspension shall be not less than five days or more than thirty (30) days. A deferred suspension shall be held in abeyance and will not be served unless the employee is assessed another suspension, either deferred or actual, for another offense before the deferred suspension has been cleared.

7. A deferred suspension will be cleared if another suspension, either deferred or actual, is not assessed during a period of time determined by multiplying the number of days of deferred suspension by twelve. The clearing date shall be computed from the date upon which the notice of deferred suspension is issued.

8. If an employee is assessed a subsequent deferred suspension before the clearing time of previous deferred suspension has expired, then each subsequent deferred suspension will be disposed of as stated in Items 6 and 7 of this agreement. If assessed actual suspension, the deferred suspension(s) shall be served in addition to the actual suspension assessed.

9. When an actual suspension is assessed, the same shall not be for a period of less than thirty (30) days nor more than ninety (90) days.

10. Effective September 15, 1963, a new account will be opened with each employee, and all employees will be considered as starting with a clear record on that date so far as discipline by demerits and merit record is concerned.

11. The agreements and rules, with regard to giving hearings or investigations to employees charged with violation of rules and regulations, will be continued in every respect as at present.

12. An employee or his local or general chairman may examine the employee's record at the Superintendent's office during business hours, but the record will be open to none other, excepting the division and general officers of the Company.

13. An employee, with the concurrence of his committeeman (Local Chairman), may waive investigation and accept responsibility where the discipline to be assessed is a letter of reprimand, deferred, or actual suspension.

**Letter of Understanding**  
November 7, 1969  
(Deferred Suspension suspended by UPGRADE)

Mr. R. R. Green

This confirms our discussion in conference of claim appealed in behalf of Yardman J. L. Queen for 23 days' pay at the yard rate account allegedly improperly withheld from service January 21 to February 19, 1969, inclusive.

On April 16, 1968, the claimant was assessed thirty (30) days' deferred suspension. Some 280 days later as a result of an investigation held January 15, 1969, claimant was assessed twenty (20) days' deferred suspension for a violation of the rules. Yardman Queen served thirty (30) days from January 21 to February 19, 1969. It was your position that the original thirty (30) day deferred suspension should have been cleared at the rate of one (1) day for each twelve (12) day period during which he had a clear record, or a total of 23 days between April 16, 1968 and January 21, 1969.

It was agreed to allow Yardman Queen three days' pay in full settlement of his claim. It was understood that hereafter deferred suspensions would be cleared at the rate of one (1) day for each twelve (12) days in which the employee continued with a clear record. It was further understood that an employee represented by your Organization who has some portion of a deferred suspension outstanding at the time he assessed another deferred suspension will serve the remainder of the first deferred suspension, as well as all of the second deferred suspension assessed at the time.

If this correctly reflects our understanding, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ R. R. Green

/s/ O. B. Sayers

**Letter of Understanding**  
October 25, 1979  
(Minimum Suspension Redefined)

All Employees:

Effective December 1, 1979 Mr. Lloyd's letter of May 10, 1963, File A-5-L-320-55-A, concerning disciplinary procedures is amended to the extent of removing the thirty (30) day minimum amount of actual suspension that may be assessed. This means that actual suspension may range from one (1) day, or round trip, up to ninety (90) days.

/s/ R. K. Davidson

**Agreement Developed Education  
Program And Training  
(ADEPT)  
July 29, 1987**

In a joint effort by management and labor to promote safety and efficiency and to ensure that all employees are well schooled on matters pertaining to compliance with safety and operating rules, the Company has announced the adoption of a voluntary educational program which, when appropriate, will serve as an alternative to discipline.

The program, which may include classroom instruction, on the job training and actual or deferred suspension, will be conducted within the parameters of the applicable labor agreements.

**Therefore, It Is Agreed:**

**Section 1.**

(a) The use of an educational program as an alternative to discipline (deferred days, actual suspension & dismissal) shall be at the discretion of the Superintendent.

(b) The offer of education will be made in those instances involving an operating rule(s) infraction and the preliminary or formal investigation indicates that the employee(s) will benefit from classroom instruction and/or on the job training.

**Section 2.**

(a) An employee who is found responsible for violating an operating rule(s) by evidence developed at a formal investigation, or who admits his responsibility and waives formal investigation, may with the approval of the Superintendent, participate in the Agreement Developed Education Program and Training (ADEPT). Participation will be without compensation except when deferred days are assessed and in lieu of or in conjunction with discipline. Employee(s) assessed deferred suspension where actual suspension is not activated will be compensated one (1) basic day at the rate of his regular assignment or at the through freight rate if not regular assigned for each required day in the program.

(b) With the Superintendent's approval, the employee may voluntarily elect to participate in the program, which will be done on a prescribed form. The employee then will be scheduled into the next available class.

(c) The classes will be from one (1) to five (5) days in duration and will not exceed eight (8) hours per day with a maximum of five (5) days of classes for each infraction. Classes at the Salt Lake City Training Center may be considered as part of, or an extension of the five (5) days.

(d) The Program, which may consist of classroom instruction, on the job training, or if necessary classes at the Salt Lake City Training Center, will concentrate on the rules involved in the violation. It is also anticipated the class will cover the importance of compliance with safety and operating rules and the importance of establishing and maintaining a good work record.

(e) Upon completion of the class, the employee will be required to take and pass a written examination with a minimum test score of 80%. Should an employee fail the examination, he may be required to repeat the class. A second failure will subject the employee to the usual disciplinary procedures.

**Section 3. (ADEPT Trainers)**

(a) Classes will ordinarily be held at Houston (Spring), Ft. Worth, San Antonio and Alexandria. This does not, however, preclude classes being held at other locations should conditions warrant. The Carrier will try to limit the class to ten (10) participants.

(b) The instruction teams will consist of a Carrier representative, one BLE member and one UTU(C-T-E) member. In addition, an alternate for each team will be selected who will act as a substitute in the absence of the regular instructor. The Organization signatory hereto shall submit within thirty (30) days of the effective date of this agreement a list of six members of the Organization who in the judgment of the Organization are best qualified to act as instructors. The Carrier shall select the

instructors, and alternates, who shall participate in the Program from the lists submitted by the Organization.

(c) Except for the inaugural year, employees participating as instructors will serve in that capacity for 13 months, the last month of which will be devoted to train newly selected instructors in order to provide for a smooth and orderly transition. For continuity purposes, one-third of the instructors will be relieved each 4 months. The instructor will have the option to extend his participation for an additional year subject to the approval of the Carrier. In the inaugural period of the Program, one-third of the instructors will serve for 13 months, one-third for 17 months, and the remainder for 21 months.

(d) An instructor may be relieved from his duties as an instructor by agreement between the Carrier and the organization representing the instructor.

(e) Employees participating as instructors shall be paid for all time lost and for all expenses incurred while participating in the Agreement Developed Education Program and Training (ADEPT). They will not be considered as Carrier officers nor as non-agreement personnel while serving as instructors.

(f) The Carrier shall train the instructors and shall assist in developing the program. The Carrier shall also provide the classroom and office space and equipment necessary to properly administer the program.

#### **Section 4.**

(a) The employees who are required to attend class at a location other than their home terminal will receive one (1) round trip transportation allowance and will be provided lodging at a Company approved facility.

(b) Employees who reside at a location other than their home terminal and distance precludes driving on a daily basis may request lodging, if available, at a Company facility.

(c) Employees who are required to attend a training class at Salt Lake City will be reimbursed for expenses for meals, lodging and necessary transportation as arranged by the Training Center.

#### **Section 5.**

An employee who has voluntarily elected to participate in the program may withdraw at any time by notifying the Superintendent in writing, in which event the alternative form of discipline will be imposed.

#### **Section 6.**

The parties recognize the Agreement Developed Education Program and Training (ADEPT) may attract voluntary participation from employees who may not be charged with or involved in a rules violation and who desire to further their understanding of the operating rules. The employee will be allowed to participate in the Program on a space available basis on their own time and at their own expense. This participation shall have no bearing or affect on discipline which may subsequently be assessed the employee or upon the employee's right to use the Program under the terms of this agreement.

#### **Section 7.**

This agreement signed at Spring, Texas this 29th day of July, 1987 shall be considered a separate agreement between each United Transportation Union Party signatory hereto and the Carrier and shall remain in effect unless terminated by the serving of twenty-five (25) days' written notice by one party upon the other.

For the Organization:  
/s/ R. A. Green

For the Carriers:  
/s/ R. R. Gentry  
/s/ T. L. Wilson, Sr.

**Prevention Program  
Companion Agreement  
June 1, 1987**

The Union Pacific Railroad Company and the United Transportation Union, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An Employee who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program, or Program,) provided:
  - (a) The employee has had no Rule G offense on his or her record for at least ten (10) years; and
  - (b) The employee has not participated in the Rule G R/E Program for at least ten (10) years; and
  - (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
2. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employee of the availability of the Rule G R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within ten (10) days of receipt of the Notice.
5. The employee must contact the Employee Assistance Counselor within three (3) days of electing to participate in the Rule G R/E Program.
6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the Counselor during the remainder of the Program.
8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the Counselor while out of service and after return to service during the remainder of the Program.
9. If, at any time during the 12 month period referred to in Paragraph 2 above, the employee fails to follow the course of treatment established by the Counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the Counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings,



remove the employee from service and the employee shall revert to the status of a dismissed employee.

11. If the employee successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employee's personal record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G R/E Program.
13. This Agreement is effective June 16, 1987, and may be terminated by either party upon service of five (5) day's written notice upon the other party.

Signed at Spring, Texas, June 1, 1987.

For The Organization:  
/s/ R. A. Green

For The Carrier:  
/s/ T. L. Wilson, Sr.

**Letter of Agreement**  
Companion Agreement  
(Time Limit on Follow Up Test)

Mr. Larry W. Parsons, Sr.

This refers to the Carrier's letter dated October 6, 1995, concerning the Companion Agreement and employees who test positive in the follow up testing program.

In establishing the Prevention Program Companion Agreement the parties jointly recognized:

"... that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe workplace, ..."

Due to the high percentage of positive tests in the follow up testing program, the confusion in the minds of some employees in this program as to the length of the testing program and the parties' desire to reemphasize their joint concern for a safe and alcohol and drug-free workplace, the parties agree that employees who elect to participate in the Companion Agreement are also subject to the follow up testing program as outlined in the Carrier FRA approved Drug and Alcohol Policy (currently thirty-six (36) months).

/s/ L. W. Parsons, Sr., UTU

/s/ W. S. Hinckley

**Rule "G" By-Pass Agreement**  
December 10, 1985

In a joint effort to provide a safe working environment and as an alternative method of administering Rule G on the Union Pacific System.

**It Is Agreed:**

1. If any member(s) of the United Transportation Union believes that another member of UTU may be in an unsafe condition, such member may immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule G, the member shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the member's home.

If the member does not have the means to return to his or her home terminal, he/she will be furnished a bus ticket. This provision applies only to members removed from service under the conditions of this Agreement.

2. Once a member has been relieved from service under Paragraph "1" above, such member must contact the Company's Employee Assistance Program Counselor on their respective division within five days of the removal from service. If the member contacts the Employee Assistance Program Counselor and accepts counseling, he/she will be paid for the full tour of duty or trip lost (one way) or the balance of a shift, as a result of his or her removal from service.

3. If the member does comply with the requirements set forth in Paragraph "2" above, and the Employee Assistance Program Counselor determines that the member is not in need of counseling, the member shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Paragraph "2"

4. If the member does comply with the requirements set forth in Paragraph "2" above, and the Employee Assistance Program Counselor determines that the member is in need of counseling, and the member accepts counseling, the member shall, subject to a favorable recommendation from the Employee Assistance Program Counselor, be immediately returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Paragraph "2".

5. If the member does not comply with the requirements set forth in Paragraph "2" or does not accept counseling as provided in Paragraph "4", he/she must lay off and, if so desired, may request a formal investigation. Such request must be made within five days of the day removed from service. If the member does not request an investigation and is off for more than 15 days, he/she must request a leave of absence. One (1) forty-five (45) day leave of absence will be granted. If, at the end of this period, the member still has not contacted the Employee Assistance Program Counselor, the provisions of UTU discipline and investigation rules shall apply.

Should the member request a formal investigation, the member(s) who originated the action as provided in Paragraph "1" will not be called as Company witnesses.

6. This Agreement shall apply one time only to each member covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

7. This Agreement is effective January 1, 1986, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed at Cleveland, Ohio, this 10th day of December, 1985.

#### **ARTICLE 54 RULINGS**

Any rulings made by the proper General Officer of the railroad with reference to any of the articles enumerated herein, will be made in writing, and the General Chairman ORC and BRT furnished a copy, and said rulings shall not be made effective until agreed to between the parties herein mentioned.

#### **ARTICLE 55 JURISDICTION**

The right to make and interpret contracts, rules, rates and working agreements for conductors, brakemen, train baggagemen and flagmen, shall be vested in the regularly constituted committees of the United Transportation Union.

**ARTICLE 56**  
**DURATION OF AGREEMENT**

(a) This agreement shall be in effect from November 1st, 1924, until December 31st, 1925, and thereafter until thirty (30) days notice shall have been given by either party to change or terminate the same or any part thereof.

(b) All previous rates of pay, rules, working conditions and interpretations thereof conflicting with this agreement shall be void.

(c) The terms and provisions of the foregoing agreement are accepted and agreed to by the undersigned.

For International-Great Northern Railroad Company (IGN):

For ORC:

/s/ J. M. Larisey  
/s/ E. B. Thompson  
/s/ A. K. McKeithan  
/s/ E. P. Lewis  
/s/ C. M. McIntosh  
/s/ R. O. Perkins

For BRT:

/s/ S. R. Harvey  
/s/ J. H. Lyons  
/s/ W. C. Lynch  
/s/ R. C. Darrington  
/s/ J. J. Cain

/s/ T. A. Hamilton  
President

# APPENDIX - IGN SPECIAL AGREEMENTS

## HOUSTON HUB IMPLEMENTING AGREEMENT

June 11, 1997

In Finance Docket No. 32760, the Surface Transportation Board approved the merger of Union Pacific Railroad Company/Missouri Pacific Railroad Company (Union Pacific or UP) with the Southern Pacific Rail Corporation, the Southern Pacific Transportation Company, the SPCSL Corp., the SSW Railway and the Denver and Rio Grande Western Railroad Company (SP). In approving this transaction, the STB imposed New York Dock labor protective conditions.

In order to achieve the benefits of operational changes made possible by the transaction, to consolidate the seniority of all trainmen working in the territory covered by this Agreement into one common seniority district covered under a single, common collective bargaining agreement,

### IT IS AGREED:

#### I. HOUSTON HUB.

A new seniority district shall be created that is within the following area:

- The entire terminal of Houston
- All territory between Houston and Alexandria via Kinder
- All territory between Houston and Avondale (New Orleans) via both UP and SP, including territory between Livonia and Anchorage and between Addis and Lettsworth, including Lobdell Junction to Baton Rouge
- All territory between Houston and Shreveport on SP, and on the UP line from Houston to Longview
- All territory between Houston and Heame on SP and between Houston and Valley Junction on UP
- All territory between Heame and Port Lavaca, including Victoria and Coletto Creek on SP
- All territory between Houston and Brownsville on both the UP and the SP, including Odem to Corpus Christi, McAllen, and Angleton to Freeport
- All territory on both UP and SP between Houston and Galveston
- All territory on both UP and SP between Houston and Baytown
- All territory between Houston and Victoria via Flatonia and between Houston and Glidden

#### II. SENIORITY AND WORK CONSOLIDATION.

To achieve the work efficiencies and allocation of forces that are necessary to make the Houston Hub operate efficiently as a unified system, a new seniority district will be formed and a master Trainmen's Seniority Roster -UP/UTU Houston Hub merged roster #1 - will be created for the employees holding seniority in the Houston Hub on October 8, 1996. (Where the word "Trainmen" is used in this Agreement, it refers to Conductors/Foremen and Brakemen/Yardmen collectively.) The new roster will be created as follows:

A. The new UP/UTU Houston Hub merged roster #1 seniority district will be divided into the following five (5) zones:

1. Zone 1 will include Avondale to Lafayette, Avondale to Livonia (including Livonia) and Avondale Terminal. This zone includes Livonia to Anchorage and Addis to Lettsworth, including Lobdell Junction to Baton Rouge.

2. **Zone 2** will include Houston to Alexandria (not including Houston or Alexandria), Houston to Livonia (not including Houston or Livonia), Houston to Lafayette (not including Houston or Lafayette), Houston to Baytown (not including Houston), Houston to Kemah on the SP Galveston Line (not including Houston), and Alexandria to Lake Charles (not including Alexandria). Strang and Dayton on the SP are included in this zone.
  3. **Zone 3** will include Houston to Longview (not including Houston or Longview), Houston to SP Shreveport (not including Houston or SP Shreveport), Houston to Galveston on the UP Branch (not including Houston but including Galveston, and Kemah to Galveston on the SP Branch (including Galveston).
  4. **Zone 4** will include Houston to Valley Junction (not including Houston or Valley Junction), Houston to SP Hearne (not including Houston or SP Hearne), Houston to Brownsville (not including Houston but including Brownsville), Houston to Glidden and Houston to Victoria via Flatonia (not including Houston), and Hearne to Port Lavaca, including Hearne to Victoria and Coletto Creek on SP (not including SP Hearne). This zone includes Angleton to Freeport and Odem to Corpus Christi.
  5. **Zone 5** will include all of the Houston Terminal (limits thereof are defined subsequently in this Agreement). This zone consists of only yard service assignments.
- B.** Prior rights seniority rosters will be formed covering each of the five (5) zones outlined above. Trainmen who contributed work equity to the territory comprising each zone shall be entitled to placement on such rosters and awarding of prior rights on that zone.
1. The prior rights rosters for Zone 1 will consist of a prior rights conductor, brakeman and yardman (Avondale) roster.
  2. The prior rights rosters for Zone 2 will consist of a prior rights conductor, brakeman and yardman (Beaumont and Lake Charles) roster.
  3. The prior rights roster for Zone 3 will consist of a prior rights conductor, brakeman and yardman (Galveston and Palestine) roster
  4. The prior rights roster for Zone 4 will consist of a prior rights conductor and brakeman roster.
  5. The prior rights roster for Zone 5 will consist of a prior rights yard roster (For all yards within the Houston Terminal).
- C.** Prior to the roster formulation process the Organization and Carrier shall reach agreement upon the number of employees assigned to the new UP/UTU Houston Hub merged roster #1 seniority district. Entitlement to assignment to this new merged roster shall be by canvass of the employees of the rosters contributing equity to each of the zones set forth above.
- D.** Union Pacific trainmen currently on an inactive roster pursuant to previous merger agreements and other UP or SP trainmen on long term leave of absence shall not participate in the roster formulation process described above; however, in the event they return to active service, they will take the appropriate equity slot to which they would have been entitled at time of formulation of said rosters and stand immediately ahead of the trainman assigned to that slot. The Carrier and Organization shall jointly agree on all names of trainmen which are excluded from the roster formulation process and placed on an inactive roster.
- E.** Subsequent to the implementation of this agreement there shall be an annual adjustment of the seniority rosters, which shall occur on the anniversary date of the effective (Implementation) date of this agreement, to realign ("ratchet") the roster slots required due to trainmen returning to active service from an inactive roster. The precise method and details surrounding this annual

**MEMORANDUM OF AGREEMENT**

**For The Houston Hub**

**Between**

**UNION PACIFIC RAILROAD COMPANY**

**And the**

**UNITED TRANSPORTATION UNION**

\*\*\*\*\*

**Modification of Article II (E)  
Of the Houston Hub Agreement -  
Annual Adjustment (Ratcheting) of the  
Seniority Rosters**

\*\*\*\*\*

The parties recognize the need to produce accurate seniority rosters. With the advent of Carrier's new Crew Management & Timekeeping System (CMTS), a simplified, automated process will have the ability to handle the slotting of trainmen and provide more timely adjustment of the rosters.

In this regard, the parties agree to modify Article II (E) of the Houston Hub Agreement as follows:

1. The seniority zone rosters comprising the Houston Hub will be "ratcheted" on a monthly basis. The monthly "ratcheting" will be scheduled for the first non-holiday weekday (Monday-Friday) of each month.
2. An employee who is placed in inactive status will have his/her slot ratcheted at the first available opportunity subsequent to the employee becoming inactive in accordance with paragraphs 1 or 3 of this Agreement, whichever first occurs.

170-A

3. An employee returning from inactive status will be added to the roster(s) in accordance with applicable agreement provisions and, the rosters will be re-ratcheted at the time of the employee's return.

NOTE: If at the time a roster is ratcheted pursuant to this Paragraph 3 there are employees who have been placed in inactive status as provided in Paragraph 2, above, the slot(s) held by the (those) employee(s) recently placed in inactive status will be included with the ratcheting for the employee covered by this Paragraph 3.

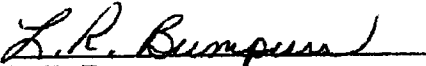
4. Pursuant to the requirements of Article II, Section B of the Houston Hub Agreement, eligible employees may request a change of zone(s) on an annual basis (July 1) via the CMTS system and the roster(s) will be re-ratcheted in accordance with paragraphs 1 or 3 above, whichever occurs first.
5. There will no longer be an insertion of A/B slots on the matrix when an employee returns from inactive status.
6. Employees in Firemen-in-Training (FIT) status or promoted engineers working in engine service will have their name(s) removed when the new rosters are generated.
7. Displacements initiated prior to a re-ratcheting of the rosters will be processed even though the rosters may have ratcheted prior to the conclusion of the displacement.
8. The Local and General Chairmen will work together with the Carrier to identify, prior to the ratchet, any employees to be included or removed from the rosters in the re-ratchet.
9. The process outlined herein will replace the current annual ratchet process coincident with implementation of CMTS in the Houston Hub. The Carrier will provide the General Chairman with written notice of the date CMTS is completed and implemented in the Houston Hub.

10. The parties acknowledge the terms and conditions set forth herein will involve the deactivation of the existing system and activation of the new CMTS system with the development of this Agreement and thus commit to promptly and jointly working together to address and/or correct any errors that may occur as a result of the implementation of this Agreement.


This Memorandum of Agreement is intended only to address the timing of the ratcheting process and does not alter in any manner any other process or activity associated with the handling of seniority of trainmen and yardmen rosters in the Houston Hub.

**SIGNED THIS 24th DAY OF APRIL 2008.**

**FOR THE UNITED  
TRANSPORTATION UNION:**

  
L. R. Bumpurs  
General Chairman, UTU

**FOR THE UNION PACIFIC  
RAILROAD:**

  
S. F. Boone  
Director - Labor Relations



Side Letter No. 1

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 77388

Dear Sir:

This refers to the Modification of Article II (E) of the Houston Hub Agreement - Annual Adjustment (Ratcheting) of the Seniority Rosters. There was some discussion concerning the tentative implementation date of the new CMTS System on June 16, 2008 and what impact the initial ratcheting may have, if any, on the process provided in Paragraph 1.

The parties recognize the need to conduct the initial ratcheting of the rosters coincident with the implementation of the new CMTS System in an effort to realign the roster slots due to employees returning to active service from an inactive status as well as the removal of employees who have become inactive subsequent to the last annual adjustment of the rosters.

It is the intent of this letter to clarify that the initial ratcheting of the rosters will occur on the date CMTS is implemented and thereafter will be handled at the time an employee is either placed in inactive status or returns from inactive status in accordance with the provisions of this Agreement.

Yours truly,



S. F. Boone  
Director-Labor Relations

Agreed:

  
General Chairman, UTU

Side Letter No. 2

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 77388

Dear Sir:

This refers to the Modification of the Annual Adjustment (Ratcheting) of the Seniority Rosters Agreement entered into this date, and specifically Section 1 regarding the monthly ratcheting process scheduled to run on the first working day of each month.

During our negotiations the concern was raised about the possibility of a technological outage or failure during the time the re-ratchet process is to occur. In this regard it was agreed should such technological outage or failure prevent the re-ratchet process from going forward as scheduled, the existing rosters will continue to govern until after the system is restored, at which time the rosters will be re-ratcheted.

Yours truly,



S. F. Boone  
Director-Labor Relations

Agreed:

  
General Chairman, UTU

roster adjustment will be determined between the Organization and the appropriate Director of Labor Relations during the 12 month period between the effective date of this agreement and the first anniversary date thereof.

- F. Each of the five (5) prior rights rosters will be consolidated based upon work equity. The source of determining such equity has been furnished to the Organization and the Organization will furnish Carrier with the necessary equity percentages for each prior rights zone prior to the roster formulation process.
- G. Trainmen holding seniority on one or more prior rights roster will be afforded common seniority on all other zone rosters in the Houston Hub. The common portion of the seniority roster for each zone shall be based upon date of hire as a trainman. If this process results in trainmen having identical common seniority dates, seniority will be determined by the age of the trainmen, with the older trainman placed first.
- H. With the creation of the new seniority district described herein, all previous seniority outside the Houston Hub held by trainmen on the new rosters shall be eliminated and all seniority inside the new Hub held by trainmen outside the Hub shall be eliminated.
- I. All trainman vacancies within the Houston Hub must be filled prior to any trainman being reduced from the working list or prior to trainmen being permitted to exercise to any reserve boards. This provision is not intended to modify or supersede existing agreement provisions, if any, which prohibit forcing prior rights trainmen to vacancies outside the territory comprehending their prior rights.
  - 1. No trainman working in Zone 1 may be required to fill a vacancy in Zones 2 through 5 unless they are unable to hold a regular assignment (including extra board) anywhere in Zone 1, and the vacancy cannot be filled from surplus trainmen in any other zone.
  - 2. No trainman working in Zone 4 between Bloomington/Victoria and Brownsville or Hearme may be required to fill a vacancy outside that territory unless they are unable to hold a regular assignment (including extra board) anywhere in said territory and the vacancy cannot be filled from any other surplus trainmen in Zones 2, 3, 4 or 5.
- J. Trainmen will be treated for vacation and payment of arbitraries as though all their service on their original railroad had been performed on the merged railroad.
- K. Trainmen who have been promoted to engine service and held engine service seniority inside the Houston Hub on October 8, 1996 shall be placed on the appropriate roster(s) using their various trainmen seniority dates. Those engine service employees, who hold trainman seniority outside the Houston Hub will be canvassed during the roster formulation process for an election of where they desire to hold their trainman seniority after implementation, i.e., within or outside the Houston Hub.

**III. TERMINAL CONSOLIDATIONS.**

The terminal consolidations will be implemented in accordance with the following provisions:

- A. Houston Terminal. A new consolidated Houston Terminal will be created to include the entire area within the following limits:

<u>Southern Pacific</u>	<u>Mile Post</u>
Lufkin Subdivision	10.00
Galveston Branch	9.16
Glidden Subdivision	12.77
Lafayette Subdivision	354.59
<del>Hearme</del> Subdivision	9.00 <b>8.7</b>
Bellaire Branch	9.00

*EUREKA*

UNION PACIFIC RAILROAD COMPANY



24125 Aldine Westfield  
Spring, TX 77373

August 27, 2009

110.61-6.375

Mr. L. R. Bumpurs  
United Transportation Union  
400 Randal Way, Ste. 102  
Spring, Texas 77388

Dear Sir:

This refers to our recent discussions concerning the mile post markers defining the Houston terminal limits of the Eureka Subdivision.

Specifically, Article III, Section A, of the Houston Hub Implementing Agreement identifies the terminal limits for the Hearne Subdivision as Milepost 9.0. At the time of the implementation of the Houston Hub Agreement, the October 25, 1998 System Timetable #1 (Page 26) showed Eureka as Milepost 365.7 on the Terminal Subdivision and 5.7 on the Eureka Subdivision. Several years later, the mile markers and name of the subdivision changed from the Hearne Subdivision to the Eureka Subdivision as set forth in the July 30, 2007 Houston Area Timetable #4, (Page 54). As a result, the mile post markers defining the Houston Hub terminal limits on the Eureka Subdivision have changed. In connection therewith, the purpose of this letter is to clarify our understanding regarding this matter.

Pursuant to the parties' discussions in connection with the above, this will serve to confirm our understanding the mile post markers defining the Houston terminal limits of the Eureka Subdivision have been renumbered from Milepost 5.7 to Milepost 0.0. As a result, the Eureka Subdivision terminal limits are now identified as MP 0.0 to MP 3.3. It is understood and agreed the renumbering of the mile post markers has been changed by numerical value only and did not change the physical location of the stations. The total mileage for the Eureka Subdivision remains at 65.2 miles per the Houston Area Timetable #4 effective July 30, 2007. The parties' further acknowledge the renumbering of mile post markers as detailed in this understanding are not intended to expand the limits of the Houston Terminal under existing agreements.

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If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below and returning one fully executed copy to my office.

Sincerely,



S. F. Boone  
Director - Labor Relations

AGREED:

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L. R. Bumpurs, General Chairman, UTU

<u>Union Pacific</u>	<u>Mile Post</u>
Palestine Subdivision	227.0
Ft. Worth Subdivision	227.0
Galveston Branch	194.3
Houston Subdivision	170.8
Beaumont Subdivision	381.6
Baytown Subdivision	1.2
Brownsville Subdivision	*19.4
Houston Subdivision Main Line (BN)	60.8 (BN M.P.)
Popp Industrial Lead (Sugarland Branch)	0.25
*ATSF M.P./former Tower 81	

1. All UP and SP operations within the new Houston Terminal limits shall be consolidated into a single operation. All road crews may receive/leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement, including national agreements. The Carrier will designate the on/off duty points for all road and yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement or by governmental statute or regulations.
  2. All UP/SP rail lines, yards and/or sidings within the Houston Terminal shall be considered as common to all trainmen working in, into and out of Houston. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable to intra-carrier moves within the terminal.
  3. Concurrent with the effective (implementation) date of this Merger Agreement, Mediation Agreement Case No. A-3297, dated March 31, 1950 shall be extinguished and shall have no further force or effect.
    - a. The UTU General Chairman and the appropriate Director of Labor Relations shall meet and endeavor to reach a compromise settlement of all outstanding disputed claims under Mediation Agreement Case No. A-3297. In the event they are unable to do so, the claims may be progressed to arbitration for final and binding adjudication, and this Agreement shall not be cited by either party in such proceedings.
- B. Avondale Terminal. All UP and SP operations within the new Avondale Terminal limits shall be consolidated into a unified terminal operation. The pre-existing eastward terminal limits remain unchanged. The westward terminal limits of the consolidated terminal shall be as follows:
- |                   |                 |
|-------------------|-----------------|
| Union Pacific:    | Mile Post 17.0  |
| Southern Pacific: | Mile Post 17.77 |
- C. Bloomington-Victoria. All UP and SP operations within the greater Bloomington and Victoria area shall be consolidated into a unified terminal operation at Bloomington. Existing Bloomington terminal limits shall remain in effect. Victoria will become a station en route.
- D. Other Terminal Limits. Except where specific terminal limits have been detailed in this Agreement, it is not intended to change existing terminal limits under applicable agreements.
- E. General Conditions for Terminal Operations.
1. Initial delay and final delay will be governed by the controlling agreement, including the Duplicate Pay and Final Terminal Delay provisions of the 1985 and 1991 National Awards and implementing agreements.
  2. Trainmen will be transported to/from their designated on duty / off duty points in accordance with Article VIII, Section 1 of the October 31, 1985 National Agreement.

3. The current application of National Agreement provisions regarding road work and Hours of Service relief under the combined road/yard service zone shall continue to apply. Yard crews at any location within the Hub may perform such service in all directions out of their terminal.

**Note:** Items 1 through 3 are not intended to expand or to restrict existing rules.

#### **IV. POOL OPERATIONS.**

A. The following pool consolidations may be implemented to achieve efficient operations in the Houston Hub:

1. Avondale-Livonia/Lafayette. All Avondale-Livonia and Avondale-Lafayette pool operations shall be combined into one (1) pool with Avondale as the home terminal. Crews in this pool may operate to either of the destination terminals via any combination of former UP and SP trackage.
2. Houston-Alexandria/Livonia/Lafayette. All Houston-Alexandria, Houston-Livonia and Houston-Lafayette pool operations shall be combined into one (1) pool with Houston as the home terminal. Crews in this pool may operate to any of the destination terminals via any combination of former UP and SP trackage.
3. Houston-Longview/Shreveport. All Houston-Longview and Houston-Shreveport pool operations shall be combined into one (1) pool with Houston as the home terminal. Longview and Shreveport will be considered as the away from home terminals for this pool.
  - a. Crews will be provided lodging at a point between Longview and Shreveport, which may include either Longview or Shreveport. Time consumed in being transported from or to the lodging facility in excess of thirty (30) minutes, calculated from time tied up or call time, shall be paid for on the minute basis at the pro rata rate, separate and apart from the service trip.
  - b. When it is necessary due to wreck, washout, or other main line service interruption to revert temporarily to bi-directional running, crews in this service may leave or receive their trains anywhere between Longview and Marshall or between Shreveport and Marshall, depending upon which route is utilized for bi-directional running. When so used, crews will be paid on a minute basis or actual miles, whichever is greater with a minimum of four (4) hours at the basic through freight rate.
  - c. It is understood the Carrier intends to rely heavily upon an operational philosophy of directional train operations in the Houston-St. Louis corridor. The implementation of this type of operation cannot occur until merger negotiations for the balance of the UP and SP lines between Longview/Shreveport and St. Louis (Dexter Junction) have been completed. Therefore, the parties recognize that current bi-directional train operations on both lines, as separate pools, will continue during an interim period while negotiations for the balance of the corridor are being completed. Palestine will revert from a home terminal to an away from home terminal with the resulting necessary relocation of some trainmen to Houston.
  - d. Until the balance of negotiations are completed and directional train operations are instituted, crews in this service shall continue to operate to and from Palestine rather than Longview. During this interim arrangement, Carrier will maintain lodging facilities at both Palestine and Shreveport.

# UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street  
Omaha, Nebraska 68179



November 6, 2001

File No. 110.61-6 (300)

Mr. L. L. Overton  
General Chairman  
United Transportation Union  
400 Randal Way – Suite 102  
Spring, Texas 77388

Dear Sir:

This letter serves to confirm our November 6, 2001 conference wherein we discussed the assignment of a freight pool to operate between Houston and Palestine and/or Lufkin.

In connection therewith it is agreed the following conditions shall apply to this service:

1. The Carrier may establish freight pool assignments (separate RT designation) working out of the Houston Terminal to Palestine and/or Lufkin (including Palestine and Lufkin) on a turnaround basis that operate separate and apart from the Houston-Longview/Shreveport freight pool. Crews in this service may be called to make multiple trips on one or both territories and will be allowed the actual time or miles operated in combined service to and from the designated turnaround point(s) but not less than a basic day.

**Note:** Should efficient train movements require that crews lay over in Palestine and/or Lufkin, the parties shall meet and agree to provide for the operation.

2. These assignments will protect all short pool service operating, originating and/or terminating between Houston-Palestine and/or Lufkin including, but not limited to, rock trains, hours of service relief, staging on line, etc. It is understood that these short pool assignments will not operate beyond the terminal limits of Houston, Palestine or Lufkin. Further, these short pool assignments will not be required to perform general TSE switching within the terminal limits of Houston, Palestine or Lufkin.



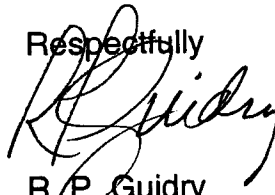
**Note 1:** Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including but not limited, to Houston - Longview/Shreveport pool crews on a straight-away movement, yard crews performing hours-of-service relief within road/yard service zones and road switchers handling trains within their assigned territories.

**Note 2: Q.** Can these short pools turn pick-up TSE assignments that have expired under the Hours of Service and take it to destination.

**A.** Yes, as long the short pool turn does not perform any TSE work/switching.

3. Existing agreements governing rates of pay and working conditions shall apply to crews operating in this service.
4. This agreement is without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon thirty (30) written notice to the other. Should a cancellation notice be served, the parties agree to meet in the intervening time or as mutually agreed to discuss issues precipitating the notice.

Respectfully

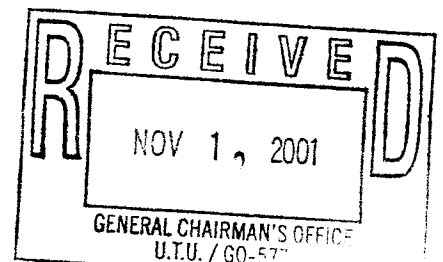


R. P. Guidry

AGREED:



L. L. Overton  
General Chairman-UTU



- e. Existing yard, road switcher/zone local and local service assignments with a home terminal of Longview or Shreveport or an on duty location on the UP Palestine Subdivision between Palestine and Longview are not covered by this Agreement. The parties intend to include these assignments within the Merger Implementing Agreement for the Longview Hub. Assignments with an on duty location on the UP Palestine Subdivision between Palestine (including Palestine) and Houston are covered by this Agreement. The phrase "including Palestine" does not refer to assignments operating between Palestine and Longview or between Palestine and Valley Junction/Heame.
  - f. Existing yard, road switcher/zone local and local service assignments with a home terminal of Shreveport are not covered by this Agreement. The parties intend to include these assignments within the Merger Implementing Agreement for the Longview Hub. Assignments with a home terminal or an on duty location on the SP Lufkin Subdivision between Shreveport and Houston are covered by this Agreement.
4. Houston-Heame/Valley Junction - Existing UP operations between Fort Worth and Houston shall be modified to the extent that crews will change at Heame/Valley Junction. A sufficient number of UP trainmen at Fort Worth may be relocated to Houston to protect this service. All Houston-Valley Junction and Houston-Heame pool operations will be combined into one (1) pool with Houston as the home terminal. Valley Junction and Heame shall be considered as the away from home terminals and crews may originate or terminate their runs at either Valley Junction or Heame or at any point between Valley Junction and Heame.
- a. Trainmen will be provided lodging at Valley Junction/Heame pursuant to existing agreements and the Carrier shall provide transportation to crews between the on/off duty location and the designated lodging facility if necessary under existing agreements.
5. Houston-Bloomington/Victoria. All UP Houston-Bloomington and SP Houston-Victoria (via Flatonia) pool operations shall be combined into one (1) pool with Houston as the home terminal. Bloomington shall be the away from home terminal for this pool. The SP Houston-Glidden short pool shall also be protected by this freight pool.
- a. Existing SP operations between San Antonio and Houston shall continue under this Agreement. The home terminal for such service, whether pool or extra, shall be San Antonio. Upon implementation of this Agreement, the SP Houston to San Antonio long pool will be converted to a single ended pool with San Antonio as the home terminal and Houston as the away from home terminal. The Carrier will advertise a sufficient number of pool and extra jobs at San Antonio to protect this service. Trainmen at Houston who successfully bid these jobs will be relocated to San Antonio. Existing UP operations between Smithville and Houston shall continue under this Agreement with no change.
  - b. Concurrent with the implementation of this Agreement, a sufficient number of SP Trainmen in the Houston to Victoria pool with a home terminal of Victoria will be relocated to Houston. Bloomington will serve as the away from home terminal.
6. Bloomington-Heame/Kingsville - All SP pool operations Victoria-Heame and Victoria-Harlingen, and all UP pool operations Bloomington-Kingsville shall be combined into one (1) pool with Bloomington as the home terminal.
- a. Trainmen of the Bloomington Terminal, either pool or extra service, shall be called to handle trains between Victoria and Coletto Creek. Nothing in this Agreement precludes the use of inbound/outbound pool crews from leaving or receiving their trains at any point between Victoria and Coletto Creek or performing any work in connection therewith as permitted by local or national agreements.

- b. Existing SP operations between San Antonio and Hearme shall continue under this Agreement. The home terminal for such service, whether pool or extra, shall be San Antonio, with Hearme as the away from home terminal.
  - c. Existing SP operations between San Antonio and Victoria shall continue under this Agreement, but with Bloomington as the terminal rather than Victoria. The home terminal for all such service shall be San Antonio, and the away from home terminal shall be Bloomington. Concurrent with implementation of this Agreement, a proportionate number of SP trainmen in San Antonio to Victoria pool service with a home terminal of Victoria, if any, will be relocated to San Antonio.
  - d. Existing SP operations from Victoria to Corpus Christi (via Odem) shall continue under this Agreement, with Bloomington as the home terminal, and this service will be protected by the consolidated pool established in 6. above. Crews performing service between Bloomington and Kingsville may operate on the UP Corpus Christi Subdivision between Odem and Corpus Christi and may leave or receive their trains at any location between Odem and Corpus Christi, including Corpus Christi.
7. Kingsville-Brownsville. All pool operations between Kingsville and Brownsville shall be home terminated at Kingsville with Brownsville as the away from home terminal.
8. Houston-Galveston. All UP and SP pool operations, including extra crews, between Houston and Galveston, when justified by business levels, shall be combined and operated as one (1) pool with Houston as the home terminal.
- B. Turnaround Service / HOS Relief. Except as otherwise specified herein, turnaround service / hours of service relief at both home and away from home terminals shall be handled by the appropriate protecting extra boards, if available, prior to using pool crews.
- 1. Nothing in this Section B.1. prevents the use of other trainmen to perform work currently permitted by the prevailing agreement.

V. **EXTRA BOARDS.**

- A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Houston Hub or in the vicinity thereof:
- 1. Avondale. One combination conductor/brakeman extra board to protect the Avondale-Livonia/Lafayette pool and all other road service in Zone 1 except Livonia and Addis and surrounding areas. A separate yard extra board will be established to protect Avondale yard assignments.
  - 2. Livonia. One combination conductor/brakeman/switchman extra board to protect all assignments at and between Addis and Livonia and surrounding area, including the territory between Livonia and Anchorage and between Addis and Lettsworth, including Lobdell Junction to Baton Rouge.
  - 3. Houston. Within Zone 5 there shall be one yard extra board which protects all yard vacancies and yard extra service within that zone. In addition, there shall be one conductor/brakeman road extra board to protect each of the following pools:
    - a. Houston-Livonia/Lafayette/Alexandria
    - b. Houston-Longview/Shreveport
    - c. Houston-Valley Junction/Hearme
    - d. Houston-Bloomington (via UP route or via Flatonia, including the Glidden short pool)

The above pool extra boards will also protect any other service, including local, road switcher, work train, or Hours of Service relief originating at or in the vicinity of Houston

on their respective pool freight territories. For example, the extra board for the Houston-Longview/Shreveport pool would protect road switcher assignments at Spring.

Exception: The extra board which protects the Houston-Livonia/Lafayette/Alexandria pool will also protect hours of service relief of crews in said pool.

4. Bloomington. One combination conductor/brakeman/switchman extra board to protect the Bloomington-Hearne/Kingsville pool and all other service, including local, road switcher, yard, work train or Hours of Service relief originating at or in the vicinity of Bloomington on the pool freight territories.
5. Kingsville. One combination conductor/brakeman/switchman board to protect the Kingsville-Brownsville pool, and all other service, including local, road switcher, yard, work train or Hours of Service relief originating at or in the vicinity of Kingsville on the pool freight territory.
6. DeQuincy. One combination conductor/brakeman/switchman board to protect all service, including local, road switcher, yard, work train or Hours of Service relief originating at or in the vicinity of DeQuincy and Lake Charles.
7. Beaumont. One combination conductor/brakeman/switchman board to protect all service, including local, road switcher, yard, work train or Hours of Service relief originating at or in the vicinity of Beaumont, Orange, Amelia, and Mauriceville.
8. Strang. One combination conductor/brakeman board to protect all service, including local, road switcher, work train or hours of service relief for Zone 2 which originates at or in the vicinity of Houston, including Mt. Belvieu, Dayton, Baytown, etc. Excluded from this extra board are Zone 2 pool freight vacancies and Hours of Service relief in such freight pool, which will belong to the pool freight extra board. These two (2) extra boards for Zone 2 at Houston will supplement each other when one is exhausted.
9. Angleton. One combination conductor/brakeman board to protect all service, including local, road switcher, work train or Hours of Service relief originating at between, or in the vicinity of Angleton and Freeport.

## **VI. AGREEMENT COVERAGE.**

- A. Train service employees working in the Houston Hub shall be governed, in addition to the provisions of this Agreement, by the Agreement between the Union Pacific Railroad Company (former International-Great Northern Railroad Company, IGN) and the UTU, last reprinted April 15, 1991, including all applicable national agreements and all other side letters or addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Firemen shall likewise be governed by the current UP Agreement (between the former TP and BLF&E) effective September 1, 1949. Except as specifically provided herein, the system and national collective bargaining agreements, awards and interpretations shall prevail.
  1. Concurrent with the effective (implementation) date of this Merger Agreement, the specific Agreement identified in Side Letter #2 to the Implementing Agreement dated April 30, 1997 between the UTU, Union Pacific and Houston Belt Terminal (HBT) shall be extinguished and shall have no further force or effect.
  2. Entry rate provisions contained in current local or national agreements on UP(IGN) territories shall not be applied to current SP trainmen coming under the coverage of the UP(IGN) Agreement pursuant to this Implementing Agreement.
  3. The provisions of Article 6 of the UP(IGN) Agreement, "Main Line Local Freight Service - Pay and Rules" shall not be extended to any territories within the Houston Hub which were not subject to such rule prior to the date of the Implementing Agreement. Former UP territories in the Houston Hub (Zones 1 and 2) will not be exempt from the provisions of Article 6 if these territories were previously covered by a main line local freight service rule or agreement.

4. Former SP trainmen who are covered by this Implementing Agreement and who were formerly covered by an SP Vacation Agreement shall be entitled to obtain the benefits of said SP Vacation Agreement for the balance of the calendar year 1997, and for the calendar year 1998 if otherwise earned in 1997. Thereafter, vacation benefits shall be set forth by the UP(IGN) Agreement on the merged territory.
5. Trainmen protecting pool freight operations on the territories covered by this Agreement shall receive continuous held away from home terminal pay (HAHT) for all time so held at the distant terminal after the expiration of sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain unchanged.

**VII. PROTECTION.**

A. All trainmen (including firemen and fixture hostlers) who are listed on the Houston Hub merged rosters created pursuant to this Implementing Agreement shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.

1. Carrier will calculate and furnish TPA's for such trainmen to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be November 1, 1995 through October 31, 1996. Employees hired after October 31, 1996 will use current months for such calculations.
2. In consideration of blanket certification of all employees covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.
3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.

B. Trainmen required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.
  - a) This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
  - b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

**Note:** All requests for relocation allowances must be submitted on the appropriate form.

4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.
5. Under no circumstances shall a trainmen be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

UNION PACIFIC RAILROAD COMPANY

R. D. MEREDITH  
ASST. VICE PRESIDENT  
EMP. RELS. PLNG.

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



March 26, 1998

Mr. L. W. Parsons, Sr.  
General Chairman UTU  
515 N. Sam Houston Pkwy E., Ste 130  
Houston, TX 77060

Dear Mr. Parsons:

This refers to our earlier conversations concerning the desirability of suspending the basic New York Dock requirement, for certain employees in the Houston Hub, that employees must exercise seniority to the highest-rated, available position in order to protect their full TPA. Such a suspension, it is believed, would ensure stability on jobs and help with merger implementation. I am agreeable to such an arrangement consistent with the following:

1. There will be no TPA offset for employees working in the Houston Hub so long as the individual employee is working in the same class of service or higher in which the vast majority (at least 85%) of his/her TPA was established.
2. Because of the additional burden this arrangement will place on the Protection Bureau, the Organization will work with the Bureau in implementing this arrangement.
3. The determination of whether an individual is covered by this understanding shall be made in the first instance by the Protection Bureau. Any disputes will be handled in accordance with Item 2, above, and will be resolved by the parties without resorting to arbitration.
4. The arrangement is entered into on a not-to-be-cited basis and is without prejudice to the position of either party regarding this issue.

If this letter is consistent with our understanding, please sign in the space provided below.

Yours truly,

ACCEPTED:

General Chairman, UTU

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6. Trainmen receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

#### **VIII. IMPLEMENTATION.**

- A. The Carrier will give at least thirty (30) day's written notice of its intent to implement this Agreement.
- B.
  1. Concurrent with the service of its notice, the Carrier will post a description of the new merged seniority district described in Article II herein.
  2. The Organization and the Carrier shall reach agreement upon the number of trainmen to be assigned to those new rosters to meet the needs of the service.
  3. Twenty (20) days after posting of the information described in B.1. above, the appropriate Labor Relations Personnel, CMS Personnel, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. At this workshop the representatives of Organization will construct consolidated seniority rosters, without names, which reflect the equity distribution from the interested former rosters. After constructed, trainmen from the interested former rosters will be assigned to the new consolidated rosters in accordance with the term of this Implementing Agreement.
- C. The roster consolidation process shall be completed in seven (7) days, after which the finalized agreed to rosters will be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions, and will not be subject to claims or grievances as a result.
- D. Once rosters have been posted, those positions which have been created or consolidated will be bulletined for a period of seven (7) calendar days. Trainmen may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than ten (10) days after closing of the bulletins, assignments will be made.
- E. After all assignments are made, trainmen assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected trainmen may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such trainmen will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.

#### **IX. CREW CONSIST.**

- A. Trainmen who come under the coverage of the UP(IGN) crew consist agreement shall be considered protected employees for crew consist purposes if their seniority date on their former carrier would have qualified them for such status had they worked under the UP(IGN) agreement since their entry into train service.
- B. As to the handling of the various productivity funds (where in existence), the following procedures will be followed:
  1. Productivity funds will be frozen as of the effective date of implementation of the Merger Implementing Agreement. Monies in those funds will be distributed in accordance with the governing Productivity Fund Agreements.
  2. A new Productivity Fund shall be created on implementation day that will cover those trainmen in the Houston Hub, and the funds that cover trainmen outside the Hub shall continue for the trainmen who remain outside the Hub. The Houston Hub trainmen shall

have no interest or share in payments made to those funds outside the hub after implementation date.

- C. Nothing in the Merger Implementing Agreement or this Article will change the manner in which Productivity Fund payments are made under applicable crew consist agreements.

**X. FAMILIARIZATION.**

- A. Trainmen will not be required to lose time or "ride the road" on their own time in order to qualify for the new operations. Trainmen will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualifications shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers and local chairmen in implementing this Section. It is understood that a Conductor who is making a familiarization trip pursuant to this provision shall undertake such trip with another Conductor who is familiar with such territory.

**XI. FIREMEN.**

- A. This Agreement covers firemen. Pre-October 31, 1985 firemen will only have the right to exercise their fireman's seniority if unable to work an engineer's assignment within the Houston Hub. If unable to hold such position, a Pre-October 31, 1985 fireman would be permitted to exercise their fireman's seniority in accordance with the provisions contained in the current TP Firemen Agreement.
- B. Post October 31, 1985 firemen shall continue to be restricted to mandatory fireman assignments and if unable to work an engineer's assignment within the Houston Hub, they will be required to exercise their train service seniority.
- C. The seniority rosters for firemen will be a straight seniority dovetail roster maintaining existing prior rights.

**XII. HEALTH AND WELFARE.**

All trainmen of both carriers who are presently covered under United Health Care (former Travelers GA-23000) benefits shall continue to maintain such coverage after implementation of this Agreement. Any trainman who presently belongs to the Union Pacific Hospital Association will be granted an option to retain such coverage, it being understood, however, that once such election is made, such employee may not elect at a later date to revert to United Health Care coverage.

**XIII. EFFECTIVE DATE.**

This Agreement implements the merger of the Union Pacific and Southern Pacific railroad operations in the area covered by Notices dated September 18, 1996 and February 19, 1997 (subsequently amended to April 1, 1997).

Signed at Houston, Texas this 11th day of June, 1997.

**FOR THE UTU:**

/s/ L P Barrilleaux  
/s/ L W Parsons, Sr.  
/s/ S B Rudel  
/s/ R D Hogan  
/s/ J A Saunders  
/s/ C L Crawford  
/s/ R J Rossi  
/s/ B F Manning  
General Chairmen

**FOR THE UPRR:**

/s/ M A Hartman  
/s/ W E Loomis  
General Directors - Labor Relations  
  
/s/ R B Weiss  
Manager - Labor Relations



/s/ M B Futhey, Jr.  
/s/ P C Thompson  
Vice Presidents

**Side Letter #1**  
June 11, 1997  
(former SP Life Insurance and Disability)

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the United Transportation Union.

During our negotiations we discussed Agreement provisions involving life insurance and disability insurance between Southern Pacific Lines and your Organization as follows:

UTU - C&T:	Articles 4 and 6 of the Agreement dated May 1, 1996
UTU - S:	Articles 2 and 8 of the Agreement dated May 21, 1996
UTU - E:	Articles 9 and 15 of the Agreement dated July 16, 1996

It was your position that coverages provided by the former agreement should be preserved for the former Southern Pacific employees covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grandfathered to those former Southern Pacific employees who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #2**  
June 11, 1997  
(Galveston former SP Yard Assignment)

This refers to the Merger Implementing Agreement entered into this date, and specifically regarding the one (1) former SP yard assignment at Galveston.

It was agreed that former SP trainmen occupying the one (1) former SP Galveston yard assignment will have prior rights to that assignment as long as such assignment remains in effect, and so long as they are able in the normal course of seniority to hold such assignment.

If and when such trainmen vacate said assignment either through a voluntary exercise of seniority or through attrition such prior rights will cease to exist.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #3**  
June 11, 1997  
(Away From Home Terminals, AFHT - Repositioning Crews)

This refers to Article IV.A.1 and IV.A.2 regarding repositioning crews from one (1) away from home terminal to another. Such handling will be subject to the following conditions:

(a) Crews may be deadheaded prior to tie up after the initial trip.

Example: A crew runs from Avondale to Lafayette. It can be deadheaded from Lafayette to Livonia for tie up at Livonia from its original trip from Avondale.

1. When a crew is deadheaded to the other terminal under this provision, it shall not be permissible for said crew to be inducted into any service upon conclusion of said deadhead trip.
2. It is not permissible to deadhead a crew under this provision if the working trip in question has resulted in the crew expiring under the Hours of Service law.

(b) Crews may also be deadheaded after tie up and rest after the initial trip.

Example: A crew runs from Avondale to Lafayette and ties up. After rest it can be deadheaded from Lafayette to Livonia for a trip from Livonia to Avondale.

1. This handling can only occur when there are no rested crews at Livonia to protect the service from Livonia to Avondale, i.e., it is not permissible to deadhead a trainman to a different away from home terminal for additional rest, but only for a return trip to the home terminal.

(c) Crews will not be deadheaded by train between one (1) away from home terminal to another away from home terminal. Other forms of transportation will be used.

(d) Employees hired prior to implementation of the Agreement will be paid highway miles for the deadhead portion of the trip and employees hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.

(e) Once deadheaded between two away from home terminals an employee will not be deadheaded back except in an emergency situation such as a flood or major derailment.

(f) It is not the intent of this Agreement provision to "double deadhead" employees. If double deadheaded then the employee will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an employee is deadheaded from one (1) away from home terminal to the other away from home terminal and then deadheaded back to the home terminal.

(g) Crews arriving at the away from home terminal by train and instructed to deadhead to another away from home terminal will remain on terminal time (if applicable) until they are in the vehicle to transport them to the other away from home terminal.

(Signatory Page Not Reproduced Herein, See Note Page 185)

#### **Side Letter #4**

**June 11, 1997**

**(former SP Yard Assignment - Victoria)**

This refers to the Merger Implementing Agreement entered into this date, and specifically regarding the one (1) former SP yard assignment at Victoria.

It was agreed that former SP trainmen occupying a Victoria yard assignment will have prior rights to that assignment as long as such assignment continues to operate, and so long as they are able in the normal course of seniority to hold such assignment.

When the Victoria yard assignment is converted to a road switcher/zone local (which the parties agreed may be done) subject SP trainmen will retain prior rights to such assignment as stated above.

If and when such trainmen vacate said assignment either through a voluntary exercise of seniority or through attrition such prior rights will cease to exist.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #5**  
June 11, 1997  
(former HBT Road Rights)

This has reference to the Merger Implementing Agreement entered into this date.

In our discussions regarding seniority integration, certain issues were raised regarding the impact of negotiations between UTU, Union Pacific, and HBT which commenced June 1995, resulting in the Implementing Agreement dated April 30, 1997 between the UTU, Union Pacific and Houston Belt Terminal (HBT) upon merger roster consolidation and prior rights territories.

During our discussions the parties recognized that the negotiations leading up to said April 30, 1997 Agreement were initiated prior to October 8, 1996, on which date the parties agreed to strike all the rosters involved in this Hub. In view of that fact, it was agreed that upon implementation of this Merger Implementing Agreement, each former HBT trainmen and MKT Houston Hub trainmen shall be canvassed in respective seniority order and required to make an election, which shall be irrevocable, to relinquish prior rights to any road service zone or to be afforded prior rights on either Zone 3 or Zone 4 (one zone only). All such employees would participate in the formulation of the common seniority rosters for the Houston Hub.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #6**  
June 11, 1997  
(Houston Livonia ID Agreement - Relocation)

This has reference to the Merger Implementing Agreement entered into this date.

During our discussion regarding roster formulation for Zone 1, we addressed those trainmen holding existing seniority between Avondale and Livonia who were relocated to Monroe and Shreveport to protect their equity in ID runs established under the Livonia ID Agreement. It was agreed that these trainmen, upon roster formulation, shall be canvassed and given the option to remain at their current locations and relinquish seniority in the Houston Hub or to return to their former territory and participate in the roster slotting process for the Houston Hub. Those trainmen choosing the latter shall be released from the five (5) year holddown which was applied to their move to Monroe and Shreveport.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing the space provided below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #7**  
June 11, 1997  
(former SP Fixture Hostlers)

This has reference to the Merger Implementing Agreement entered into this date.

In our discussions regarding seniority integration the Organization asked about the status of former "fixture" SP hostlers in former SP yards at Houston, Texas who do not hold any firemen's seniority.

During our discussions the parties agreed that such "fixture" hostlers will have prior rights to hostling positions they occupied or could have occupied prior to the UP-SP Merger. In the event any such fixture hostler is unable to hold a prior rights hostling position at Houston he will be permitted to exercise his existing seniority as a trainman pursuant to local or national agreements.

The seniority roster for fixture hostlers will be maintained as a separate, stand-alone roster and will not be involved in trainman or fireman roster consolidations under this Merger Implementing Agreement.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #8**  
June 11, 1997  
(Fringe Benefits in Later Hubs)

This has reference to the Merger Implementing Agreement entered into this date.

During our negotiations we discussed our respective positions regarding "fringe benefits". Suffice it to state we had differences of interpretation in that regard. In the Implementing Agreement we were able to achieve a satisfactory compromise on how we would handle such issues as vacation, supplemental sickness and life insurance benefits presently applicable to former SP employees. However, this compromise was reached on the basis that any subsequent agreement between the parties at a national/system-wide level, or subsequent STB ruling on such matters in response to the UTU review petition presently pending before that agency, to the extent they differ from the compromise achieved in this agreement, they shall supersede the terms of this Agreement and the territory comprehended by this agreement shall be governed thereby.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #9**  
June 11, 1997  
(Conductor Promotion)

This has reference to the Merger Implementing Agreement entered into this date.

During our negotiations we discussed the issue of conductor promotion, and specifically the need to complete the conductor promotion classes on all the territories within the Houston Hub on an expedited basis so that the merged conductor rosters can be finalized.

In this regard it was agreed that the parties will mutually commit to an expedited process of scheduling/conducting conductor promotion classes throughout the Houston Hub so that all remaining trainmen have had the opportunity to participate in such program on or before April 1, 1998. Trainmen promoted to conductor during this window of opportunity shall be given a seniority date as conductor in accordance with the terms of the pre-existing agreement under which they were working prior to this Implementing Agreement.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #10**  
June 11, 1997  
(Outside Seniority)

This has reference to the Merger Implementing Agreement entered into this date.

During our discussion regarding forfeiture of exterior seniority, your organization expressed concern regarding trainmen who may be forced from locations outside the Houston Hub to roster slots in the Houston Hub during the roster formulation process. In this specific regard, the Carrier agreed that such employees would be given rights to exercise seniority to other hubs where they previously held seniority in preference over new employees being hired for train service at such other hubs.

Trainmen exercising this option will be placed on the roster at the new hub in line with their original train service seniority date with all rights and privileges unimpaired.

The exercise of this option shall be considered a seniority move and shall be at the trainmen's own expense. A trainmen utilizing this provision to select a different hub will forfeit his seniority in the Houston Hub. The two (2) year holddown set forth in Article VII.B.6 shall not apply to such moves.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #11**  
June 11, 1997  
(Engineers on Inactive Rosters)

This has reference to the Merger Implementing Agreement entered into this date.

In Article II.D and II.E we agreed to continue maintaining an inactive roster to avoid the situation of equity slots on the roster being occupied by a trainman who was unlikely to ever return to active train service and actually protect that roster slot.

This will confirm that we agreed to place trainmen who have been promoted to engineer and who are working in engine service on implementation date on said inactive rosters.

Also, it is understood that when the annual roster adjustment set forth in Article II.E occurs, the rosters will be realigned both upward and downward to account for trainmen attriting from the roster as well as those returning to active service from an inactive roster.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Page 185)

**Side Letter #12**  
June 11, 1997  
(Houston Hub Agreement - Not A Precedent)

This has reference to the Merger Implementing Agreement entered into this date.

The parties acknowledge that reaching an Implementing Agreement for the Houston Hub was made more difficult due to complex and unique seniority issues, pre-existing operational agreements in the Houston Terminal, and other ICC authorized proceedings being handled concurrently in this same territory. Therefore, in the spirit of good faith bargaining, both parties agreed to unique solutions to resolve the particular issues confronting them. In so doing, the parties understand and agree that the terms of this Implementing Agreement will not constitute a precedent in other merger negotiations involving other hubs or territories, nor will the provisions of this agreement be cited by any party in any other proceeding.

If the foregoing adequately and accurately describes our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note below)

**Side Letter #13**

June 11, 1997

(TPA - General Chairman)

This has reference to the Merger Implementing Agreement entered into this date.

In our negotiations regarding calculation of TPA's under Article VII.A.3., we discussed the specific case of a full-time General Chairman who might, as a result of implementation of the Agreement, return to active train service. Carrier agreed to treat such cases by calculating the average of the TPA's of the two full-time employees above and below the General Chairman on the roster and using that average, or the General Chairman's annual salary (divided by 12), whichever is greater, for purposes of applying protective benefits upon said General Chairman returning to active service.

If the foregoing adequately and accurately sets forth our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

(Signatory Page Not Reproduced Herein, See Note Below)

**Note :** The following is a list of signatories to the Houston Hub Agreement. Each General Chairman signed under the side letters pertaining to their seniority groups. Each Signatory page was not reproduced herein for the saving of space in the printed Agreement, but is on file in the General Committee Office:

/s/ L P Barrilleaux  
/s/ L W Parsons, Sr.  
/s/ S B Rudel  
/s/ J A Saunders  
General Chairmen, UTU

/s/R J Rossi  
/s/ B F Manning  
/s/ R D Hogan, Jr.  
/s/ C L Crawford  
General Chairmen, UTU

/s/ M. A. Hartman  
General Director - Labor Relations  
UPRR

/s/ M B Futhey, Jr.  
/s. P C Thompson  
Vice Presidents, UTU

**Letter of Understanding**

August 20, 1997

(Officer Crews Agreement #1)

Mr. Carl L. Crawford  
Mr. Larry W. Parsons, Sr.  
Mr. Robert J. Rossi

This refers to our several conversations during the past few weeks concerning the use of officer crews in Texas. As a result of our conversations, we have agreed to resolve this matter in the following manner:

1. Article V of the June 25, 1964 National Agreement, as amended and modified by subsequent national agreements and interpretations thereof, will apply to the entire Houston Hub upon implementation of the Houston Hub Agreement. The Houston Hub will be considered a Section 1 property under the 1964 National Agreement.
2. The current practices associated with rest days and job assignments (including daily marking up) for yard assignments as provided for in existing special agreements (SP-East) at the following locations will continue subsequent to the implementation of the Houston Hub Agreement:

Beaumont, Lake Charles, Victoria, Avondale and Englewood Yard (Houston). Carrier and UTU representatives will meet prior to implementation of the Houston Hub to address issues associated with the application of this practice in the Houston Hub.

3. A three (3) hour call will be provided to those UP and SP employees within the Houston Hub and to those UP Fort Worth South employees operating Fort Worth to Valley Junction/Heame who, as of June 1, 1997, are entitled to a three (3) hour call for the pools where they have the three (3) hour call. In addition, those employees will also be entitled to a three (3) hour call if working in a merger-created pool which is made up of part of a previous three (3) hour call pool.
4. Entry rates for employees within the Houston Hub shall be governed by the following: new hire employees, after completion of training, will be compensated at ninety (90) percent of the established rate of pay; and, this rate will increase to one hundred (100) percent of the established rate of pay when the employee is promoted to conductor, yard foreman or yardmaster or after two (2) years, whichever occurs first.
5. The standard UP "borrow out" practice may continue on any territory subject to, the jurisdiction of the General Chairpersons signatory to this understanding.
6. The carrier may hire qualified locomotive engineers "off the street" subject to the following:
  - a. Any UTU represented employee who is on a seniority roster at the time the "off the street" engineer is hired will be slotted ahead of that engineer at the time of promotion to engine service. Failure to take promotion in accordance with an employee's individual trainman's seniority standing will result in the loss of the preserved slot.
  - b. The carrier may hire engineers off the street for the Houston Hub until September 16, 1997, and for other territories subject to the jurisdiction of the General Chairpersons signatory to the understanding until October 1, 1997.
7. The carrier may continue to use officer crews on the territories subject to the jurisdiction of the General Chairpersons signatory to this understanding subject to the following:
  - a. All reasonable efforts will be made to use a union employee (either UP or SP) before an officer is used.
  - b. Weekly reports will be finished the General Chairpersons concerning the use of officer crews. The reports will list the officers used and the efforts employed to find a union employee.
  - c. The use of officer crews will be revisited by the parties during the week of November 15, 1997.
  - d. The carrier will take the necessary steps to withdraw the court case in federal District Court in Houston, Texas, between the carrier and the UTU involving the issue of the use of officer crews.
8. This understanding is absolutely non-precedential, and neither the Organization nor the carrier, their officers, employees, attorneys and agents will use its application in any way in the future, including, but not limited to, in negotiations, arbitration resulting from those negotiations, any agency proceeding before or involving any agency of the federal government or the state governments of the 50 states, or any court proceeding, state or federal, and the like.

If the foregoing correctly states our understanding, please sign in the place provided below.

/s/ C. L. Crawford  
/s/ L. W. Parsons, Sr.  
/s/ R. J. Rossi  
General Chairmen, UTU

/s/ A. T. Olin  
/s/ R. D. Meredith  
Labor Relations

**Letter of Understanding**  
**January 7, 1998**  
**(Officer Crews Agreement #2)**

This has reference to the parties' discussions in Houston, Texas, Wednesday, December 10, 1997, regarding Carrier's use of officers to supplement its trainman forces in the territories under your respective jurisdictions. In conjunction therewith, this letter will serve to confirm the commitments made during that meeting.

Pursuant to those discussions, the parties have agreed to the following items:

1. (a). Item 4 of the Letter of Understanding dated August 20, 1997, regarding Carrier's use of officer crews is amended to read as follows:
  - "4. Entry rates for employees working on the territories under the jurisdiction of the undersigned shall be governed by the following: new hire employees, after completion of training will be compensated at ninety (90) percent of the established rate of pay; and, this rate will increase to one hundred (100) percent of the established rate of pay when the employee is promoted to conductor, yard foreman or yardmaster or after two (2) years, whichever occurs first."
- (b). The provisions of Section 1(a) above will be made effective retroactive to November 1, 1997.
2. (a). Trainmen protecting through freight assignments on the territories under the jurisdiction of the undersigned shall receive continuous held away from home terminal pay ("HAHT") for all time so held at the distant (away from home terminal after the expiration of sixteen (16) hours. All other provisions in existing agreement rules and practices pertaining to HAHT pay remain in effect and unchanged.
- (b). Paragraph (a) of this Section 2 will remain in effect until a UP/SP New York Dock Merger Implementing Agreement or arbitration award covering the location or service is implemented.
- (c). The provisions of Section 2(a) above will be made effective retroactive to November 1, 1997.
3. (a). Overtime will be paid to all trainmen under the jurisdiction of the undersigned after the expiration of twelve (12) hours on duty, subject to the following conditions:
  - (i). Employees presently eligible to receive overtime prior to the expiration of twelve (12) will continue to receive overtime pursuant to such arrangements. It is not the intent of this Section 1 to modify existing Agreement covenants providing for payment of overtime prior to the expiration of twelve (12) hours.

**Note:** In the application of this Section 3, it is not intended employees will be required to "run off" any additional miles as may be required pursuant to application of the overtime divisor once they have been on duty in excess of twelve (12) hours.

  - (ii). Except as specifically set forth herein, the provisions of this Section 3 are not intended to otherwise modify the existing rules, practices or procedures pertaining to the payment of overtime.
  - (iii). The provisions of this Section 3 will automatically terminate on December 31, 1999, and will thereafter be of no force or effect.
- (b). The provisions of Section 3(a) above will be made effective retroactive to November 1, 1997.



If the foregoing properly and accurately reflects the parties' understandings, please so indicate by affixing your respective signatures in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.  
/s/ C. L. Crawford

Sincerely,  
/s/ A. Terry Olin  
/s/ R. D. Meredith

**Side Letter #10a**  
September 4, 1997  
(Voluntarily Bidding to Houston Hub - Palestine )

Mr. L. W. Parsons, Sr.

This refers to Side Letter #10 to the Houston Hub Implementing Agreement dated June 11, 1997.

In subsequent discussions we reviewed a potential problem whereby employees forced to the Houston Hub might come from locations other than Palestine, which was not an intended result of our Implementing Agreement. It was concluded that our mutual interests would be better served by expanding the rights in Side Letter #10 to those Palestine employees who voluntarily bid to the Houston Hub, rather than to only those who are forced to such Hub.

To summarize, Palestine employees who are assigned seniority slots in the Houston Hub, either by application or by force assignment, would retain rights to exercise seniority to other hubs where they previously held seniority, on the following basis:

1. Trainmen may go to a new hub on the implementation date of that hub but are not required to do so. Upon the Carrier giving notice of hiring at the new hub, that will initiate the provisions of Side Letter #10.
2. Once the new hub has been implemented, trainmen may only exercise this option in preference to new employees being hired for train service at such hubs. The Carrier must actually be soliciting applicants for hiring before this option is triggered.

**Note:** It is understood the exercise of this option by Palestine employees may be utilized more than once as additional hubs are implemented.

3. Trainmen exercising this option will be placed on the roster at the new hub in line with their original train service date in each craft with all rights and privileges unimpaired.
4. Any trainman who applies for and accepts a relocation allowance shall be precluded from exercising the options of this letter or Side Letter #10.

Agreed:  
L. W. Parsons, Sr.

A. T. Olin

**Side Letter #10b**  
September 10, 1997  
(Outside Seniority of Houston Hub - Palestine)  
(Held in Abeyance)

Mr. Larry W. Parsons, Sr.

This refers to my September 4, 1997, letter which modified Side Letter #10 to the June 11, 1997, Houston Hub Implementing Agreement.

In your conversation today you expressed concern that the wording of Item 4 improperly precluded Palestine employees from exercising their option to exercise their right to participate in future hubs if they applied for and received a relocation allowance. This is to confirm it was not the intent of the parties to deny a trainmen the opportunity to participate in another hub should he be allowed a relocation allowance to move to Houston. However, it is also understood that should an employee receive a moving allowance and elect to move to another hub such move will be considered a seniority move and shall be at the trainmen's own expense.

If the above properly reflects your understanding, please sign the second copy of this letter, returning one (1) copy to me.

Agreed:  
/s/ L. W. Parsons, Sr.

/s/ A. Terry Olin

**Side Letter #10c**  
September 4, 1997  
(Ft. Worth South - Held in Abeyance)

Mr. Larry W. Parsons, Sr

This has reference to Side Letter #10 of the Houston Merger Implementing Agreement entered into on June 11, 1997.

In subsequent conversations concerning forfeiture of exterior seniority by Ft. Worth South seniority district trainmen, it was agreed to clarify the options afforded by both Side Letter #10 and the formation of future hubs being implemented as the merger process continues. It was agreed that:

1. Trainmen presently working outside the Houston hub who hold existing seniority in any portion of the Houston Hub who elect not to participate in the formulation of the rosters for the Houston Hub will forfeit all existing seniority in the Houston Hub.
2. Ft. Worth South trainmen participating in the roster formulation process for the Houston Hub who presently hold trainman seniority outside of the Houston Hub will be handled as follows:
  - a) All trainman seniority outside the Houston Hub will be held in abeyance and may be used upon implementation of a new Implementing Hub Agreement or as described in Side Letter #10 of the June 11, 1997 Agreement without having to be forced into the Houston Hub.
  - b) Any trainman who applies for and accepts a relocation allowance shall be precluded from exercising the options of this letter or Side Letter #10.
3. Trainmen who exercise the options in this letter or Side Letter #10 will have their seniority handled in the manner described in Side Letter #10. All seniority will be handled by a trainman's oldest date in the craft of the roster he is being placed.
4. The exercise of the seniority held in abeyance as described in this letter does not preclude an individual from receiving a moving allowance in the new Hub subject to the normal rules and conditions.

**Example:** Ft. Worth South Employee A who lives near Ft. Worth and temporarily elects to participate in the Houston Hub, but upon implementation of the Ft. Worth Hub elects to exercise the option granted in this letter and return to Ft. Worth may be eligible for a moving allowance if he/she is unable to hold in Ft. Worth and is required to work out of another location; i.e., Waco.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Agreed:  
LW. Parsons, Sr.

/s/ A. Terry Olin

**Side Letter #10d**  
**October 10, 1997**  
**(former SP Held in Abeyance)**  
**(Exercising Remaining Outside Seniority)**

This has reference to the June 11, 1997 New York Dock Merger Implementing Agreement for the Houston Hub and, specifically, those provisions pertaining to the establishment of seniority in the Houston Hub and the exercise of any remaining exterior seniority (Article II).

In regards to the application of Article II, it is hereby agreed the following conditions shall apply:

1. Trainmen/yardmen presently working in the Houston Hub who elect not to stay and participate in the formulation of new rosters for the Houston Hub will forfeit all existing seniority they may hold in any portion of the Houston Hub.
2. Trainmen/yardmen presently working in the Houston Hub who hold existing seniority in any portion of the Houston Hub who elect not to participate in the formulation of new rosters for the Houston Hub will forfeit all existing seniority in any position of the Houston Hub.
3. Trainmen/yardmen participation in the roster formulation process for the Houston Hub who presently hold trainman/yardman seniority outside the Houston Hub will be handled as follows:
4. A. All trainman/yardman seniority outside the Houston Hub will be held in abeyance and may not be utilized for any purposes except as outlined in the Section 3.  
B. When subsequent implementing agreements are concluded in other hubs which encompass the seniority described in Paragraph A above, which has been held in abeyance, such seniority may be exercised during the roster formulation process for such Hub(s), subject to the following limitations:
  - (1) The exercise of such option shall be considered a seniority move and shall be at the employee's own expense.
  - (2) An employee utilizing this provision to select a different hub will forfeit all seniority in the Houston Hub.
  - (3) Trainmen/yardmen making application for or receiving a relocation allowance in this Hub will be considered as forfeiting the option as set forth in the Letter of Agreement.
5. The rights set forth in Paragraph B above may be exercised only to the extent that there is an unfilled need for trainmen at such hub at the time rosters for such hub are formulated. Carrier reserves the right to limit the number of such request made based upon manpower requirements and the number accepted will be in seniority order. In the event such move will create a shortage of trainmen/yardmen within the Houston Hub, Carrier may hold such applicant(s) for a reasonable amount of time to allow for acquiring a replacement.
6. If applications are declined pursuant to Section 4 above, said applicants will be considered in the future on a seniority order basis prior to Carrier hiring additional trainmen/yardmen.
7. Trainmen exercising this option will be placed on the roster at the new hub in line with their original train service seniority date with all rights and privileges unimpaired.
8. Any trainmen/yardmen who participates in the formulation of roster in/for the Houston Hub, whether voluntary or by force assignment, and who applies for and receives any relocation benefits provided in the June 11, 1997 New York Dock Merger Implementing Agreement, shall be precluded from exercising the option(s) set forth in the Letter of Understanding; i.e., the

right(s) to participation in the formulation of rosters in other hubs in which seniority may be held shall be considered forfeited.

If the foregoing properly reflects the parties' understanding in this matter, please so indicate by affixing your signatures in the spaces provide below.

**AGREED:**

/s/ L. W. Parsons, Sr.

/s/ R. J. Rossi

/s/ C. L. Crawford

/s/ L. P. Barrilleaux

General Chairmen, UTU

/s/ S. B. Rudel

/s/ J. A. Saunders

/s/ R. D. Hogan, Jr.

Sincerely,

/s/ A. Terry Olin

General Director - Labor Relations UPRR

**IGN Import Agreement**

March 30, 1998

Mr. L. W. Parsons, Sr.

This has reference to the parties' discussions regarding various issues and agreements concerning implementation of the New York Dock UP/SP Merger Implementing Agreement for the Houston Hub (hereinafter referred to as "Merger Agreement").

In connection with those discussions, this letter will confirm the parties' agreement regarding various items associated with either commencement of merged operations in the territories comprising the Houston Hub or interpretation/application of the Merger Agreement. Those understandings and agreements are summarized below:

**I. Interdivisional (ID) Service Operations**

- A. 1. Existing UP interdivisional service agreements not modified by the Merger Agreement or by the terms of this accord will continue to be applied and/or interpreted according to existing agreement(s) and/or present practices. In the event there is a conflict between the referenced interdivisional service agreements and the Merger Agreement, the provisions of the Merger Agreement will prevail and apply.
2. For those territories comprising the Houston Hub, the provisions of the Merger Agreement will supersede all SP Eastern Lines interdivisional (ID) service agreements.
- B. 1. Interdivisional service between Houston and Freeport, Texas, will be governed by the Houston/Freeport Interseniority Freight Service Agreement, dated May 23, 1988. With implementation of the Merger Agreement, Sections 2, 3 and 9 of the Houston/Freeport Interseniority Freight Service Agreement are amended to read as follows:
- "2 Service on this intra-zone run will be protected by a pool of freight crews from Zone 4."
- "3. Houston will be the designated home terminal for conductors and brakemen in this service who will operate between Houston and Freeport return."
- ...
- "9 When tied up on line of road crews in this service will be deadheaded or towed to Houston immediately after being tied up. If necessary to call a relief crew, said crew may be obtained from either the Zone 4 extra board at Houston or the Zone 4 extra board at Angleton."
2. The modifications set forth above are intended only to make the terms of the May 23,

1988 Interseniarity Freight Service Agreement consistent with the provisions of the Merger Agreement. The changes set forth herein and the parties' retention of this accord are not intended to modify any other existing agreement provisions, including applicable National Agreement provisions, and/or existing practice or arbitral precedent concerning this or any other interdivisional (ID) service operation.

- C. 1. Interdivisional (ID) service between Spring and Angleton, Texas, will be governed by the Spring/Angleton Interseniarity Freight Service Agreement, dated May 8, 1991. With implementation of the Merger Agreement, Sections 2, 3 and 9 of the Spring/Angleton Interseniarity Freight Service Agreement are amended to read as follows:

"2 Service in this inter-zone run will be protected by pool freight crew(s) from Seniority Zone 3 and Seniority Zone 4, who will share in manning the runs on a prorated mileage basis. The method of prorating the mileage between seniority zones will be worked out between the Local Chairman and CMS, with the approval of the General Chairman and the Director - Labor Relations. To assist in the proration of miles, the Carrier will provide each Local Chairman and the General Chairman with mileage statements showing the number of trips and mileage made each calendar month by the employees in this service.

"3. The mileage between Spring (Lloyd Yard) and Angleton is 72.5 miles, or 145 miles round trip. For proration of mileage between Zone 3 and Zone 4, the following will govern for each round trip (subject to verification):

Zone 3 -	43.5 miles or 30%
Zone 4 -	101.5 miles or 70%

"9. When tied up on line of road, crews in this service will be deadheaded or towed to Spring immediately after being tied up. If necessary to call a relief crew to retrieve a train tied up on former StLBM, a relief crew will be called off the Zone 4 Houston extra board or the Zone 4 Angleton extra board; if tie up is at or north of Houston, a relief crew will be called off the Zone 3 extra board at Houston."

2. The modifications set forth above are intended only to make the terms of the May 8, 1991 Interseniarity Freight Service Agreement consistent with the provisions of the Merger Agreement. The changes set forth herein and the parties' retention of this accord are not intended to modify any other existing agreement provisions, including applicable National Agreement provisions, and/or existing practice or arbitral precedent pertaining to this or any other interdivisional (ID) service operation.

- D. 1. With implementation of the Merger Agreement, Section 8 (d) of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement is amended to read as follows:

"(d) Livonia - Use respective first out away from home terminal ID pool and deadhead home upon completion of trip. If Houston origin train does not reach Opelousas, then use DeQuincy Extra Board (or Beaumont extra board if DeQuincy extra board is exhausted)."

2. With implementation of the Merger Agreement, Section 8 (e) of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement is amended to read as follows:

"(e) Alexandria - DeQuincy extra board (Beaumont extra board if DeQuincy extra board is exhausted)."

3. With implementation of the Merger Agreement, Section 8 (g) of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement is amended to read as follows:

"(g) Amelia - DeQuincy Extra Board (Beaumont extra board if DeQuincy extra board is exhausted) if beyond Opelousas."

4. With implementation of the Merger Agreement, Section 8 (h) of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement is amended to read as follows:
  - “(h) Houston - If west of Amelia, use Houston extra board, and if at Amelia or west of Opelousas, use DeQuincy extra board (Beaumont extra board if DeQuincy extra board is exhausted) and deadhead home.”
5. With implementation of the Merger Agreement, the following paragraph is added to Section 8 of the March 15, 1996 Livonia Interdivisional (ID) Service Agreement:
  - “(k) Lafayette - Use respective first out away from home terminal pool crew and deadhead home upon completion of trip. If Houston origin train does not reach Kinder or Iowa Junction, then use DeQuincy Extra Board (or Beaumont extra board DeQuincy extra board is exhausted).”
6. With implementation of the Merger Agreement, Section 11 of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement is amended, in relevant part, to read as follows:

Section 11. Agreement Application. The following chart identifies the controlling agreement for employees home terminated at the locations referred to for the establishment and use of Extra Boards a provisions governing crew consist and other pool freight rules:

Home Terminal	Controlling Agreement
North Little Rock	MPUL
Monroe	MPUL
Shreveport Longview	T&P
Houston	IGN
Amelia	IGN
New Orleans	IGN
Alexandria (Road Assignments Operating South)	IGN
... ”	

7. Section 16, Paragraph (a), Subparagraphs (2) and (3) of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement will not be applicable upon implementation of the Merger Agreement.
8. The modifications set forth above are intended only to make the terms of the March 15, 1995 Livonia Interdivisional (ID) Service Agreement consistent with the provisions of the Merger Agreement. The changes set forth herein and the parties' retention of this accord are not intended to modify any other existing agreement provisions, including applicable National Agreement provisions, and/or existing practice or arbitral precedent pertaining to this or any other interdivisional service operation.
9. Nothing herein shall be interpreted to limit Carrier's right to reposition crews as set forth in Side Letter #3 of the Merger Agreement. Likewise, nothing herein shall be interpreted as modifying the provisions of Side Letter #3.

## **II. Hours of Service Relief at Bloomington**

The Bloomington extra board may be used, besides the Zone 4 extra board at Houston, to provided hours of service relief for trains operating between Houston and Bloomington/Victoria via either Flatonia or Kingsville.

### **III. Establishment of TSE and/or Local Assignments in Houston**

- A. TSE and/or local freight assignments originating within the Houston Terminal (Zone 5) will be protected by trainmen from the seniority zone (Zones 2, 3 or 4) where the preponderance of the TSE's or local's work is located.
- B. In the event a question arises on which Zone a TSE or local originating in the Houston Terminal (Zone 5) should be bulletined, the involved Local Chairman (Chairmen) and the involved Manager(s) - Train Operations will promptly meet to review the work to be performed by the assignment and resolve the matter to their mutual satisfaction. Said resolution will be subject to the approval of the General Chairman and the Director - Labor Relations.
- C. The work performed by such assignments may, at the request of either party, be periodically reviewed to decide whether the zone from which crewmen protecting the assignment is the zone where the preponderance of the assignment's work is performed. Upon serving of the request, the local Carrier and Organization representatives will promptly meet to review the duties of the involved assignment and jointly determine where the preponderance of the work is being performed.

### **IV. Conversion/Elimination of Switch Engine at Addis (TSE)**

Carrier may convert existing yard assignment(s) at Addis, Louisiana, to traveling switch engine (road switcher or dodger) assignment(s). This conversion is made to address the unique circumstances associated with the merging of UP and SP operations on Zone 1 and is accordingly made without prejudice to either parties' position(s). In that regard, this agreement will not serve as a precedent for the handling or resolution of such or similar matters and will not be cited by either party for any reason in any future forum or proceeding.

### **V. Extra Board at Shreveport**

- A. The Carrier may establish a guaranteed combination road/yard (conductor/brakeman) extra board at Shreveport, Louisiana.
- B. This extra board may be used to protect Zone 3 vacancies in and near Shreveport and provide hours of service relief in the Shreveport area.
- C. This extra board will be governed by applicable provisions of the IGN Agreement pertaining to guaranteed extra boards.

### **VI. Selection of Trainmen for Promotion to Engine Service**

- A. Notices advertising for volunteers/applicants for engine service training in the Houston Hub will be posted at locations available to interested employees in the Houston Hub.
- B. Selection (or assignment) of trainmen for engine service training will be made in seniority order, based on the employee's oldest Houston Hub trainman seniority date.

### **VII. Hostler Positions**

- A. Except as provided in the Merger Agreement, hostler positions in the Houston Hub will be filled according to applicable provisions of the IGN Agreement and National Agreement provisions.
- B. Hostler vacancies will be protected by the protecting yard extra board. Hostler vacancies at Settegast Yard will first be protected by the Settegast Yard extra board (if the Settegast Yard extra board is depleted, the Houston Zone 5 extra board at Englewood Yard may be used). Hostler vacancies at Englewood Yard will be protected by the Houston Zone 5 extra board (if this extra board is depleted, the Settegast Yard extra board may be used) if there are no "fixture" hostlers available, pursuant to Side Letter #7 of the Merger Agreement, to protect the assignments. If there are hostler vacancies elsewhere in Zone 5 (outside Englewood and/or Settegast Yards), such vacancies will be protected by the Zone 5 extra board.

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



December 21, 2004  
Carrier Files - (S) 1860-1

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Mr. T. L. Johnson  
General Chairman  
United Transportation Union  
4411 Old Bullard Road, Suite 600  
Tyler, Texas 75703

Dear Sir:

This refers to previous correspondence regarding San Antonio Hub Trainmen on TSE Assignment LAK04 routinely working within Houston Hub territories and our December 6, 2004 meeting that addressed work equities in connection therewith.

Without prejudice to its stated position(s), Carrier is agreeable to a work equity arrangement on TSE assignment LAK04 subject to the following terms and conditions:

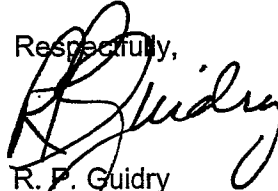
1. No claims and/or grievances will be filed or progressed by any train service employee or their representative in connection with the equity assertion(s) of any Local and/or General Committee of Adjustment.
2. In calendar year 2005, employees in the Houston Hub shall protect TSE Assignment LAK04 from January 1, 2005 through and including May 26, 2005. Employees in the San Antonio Hub shall protect TSE Assignment LAK04 from May 27, 2005 through December 31, 2005.
3. In calendar year 2006, and each subsequent year thereafter, employees in the Houston Hub shall protect TSE Assignment LAK04 for seventy-three (73) calendar days commencing January 1. Employees in the San Antonio Hub shall protect TSE Assignment LAK04 for two hundred ninety-two (292) calendar days commencing March 15 for the remainder of the year.
4. Designated work equities on TSE Assignment LAK04 must be protected by regular assigned employees from the respective Houston and San Antonio Hubs; except, any and all vacancies on this assignment as well as the Flatonia to Hearne Local shall be protected from the Trainmen's Extra Board at Smithville, Texas.



5. In the event provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply.
6. Terms and conditions of this Agreement are intended to address and/or apply to TSE Assignment LAK04 and the Flatonia to Hearne Local. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc.
7. This agreement and related equity arrangements were made without prejudice to the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution. Notwithstanding, the parties may refer to this agreement in matters pertaining to TSE Assignment LAK04 and Flatonia to Hearne Local where appropriate.
8. Either party may cancel this agreement by serving written notice to the other on or before September 1 of any calendar year to be effective December 31 of that same year.


If this accurately reflects our understanding, please indicate by signing in the space provided on all three originals and returned one to this office for distribution and execution.

Respectfully,

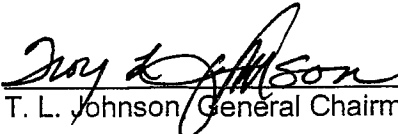


R. P. Guidry  
Director - Labor Relations

Agreed:



L. R. Bumpurs, General Chairman - UTU



T. L. Johnson, General Chairman - UTU

Approved:



M. B. Furhey, Vice President - UTU

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield  
Spring, TX 77373



December 15, 2006

1250.0  
1860.20

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 773898

**Re: Lake Charles – Alexandria Local (LL62):**

Dear Sir:

This refers to our previous discussion concerning the handling of traffic between Lake Charles and Alexandria, Louisiana.

As indicated, due to certain service needs, the Lake Charles – Alexandria Local (LL62) is being rerouted from Lake Charles to Alexandria via Kinder/Livonia. Upon arrival at Livonia, the crews are being transported to Alexandria where they tie up for rest. In accordance therewith, it is understood the Lake Charles – Alexandria crews on the LL62 will be compensated as follows:

1. Local LL62 crews operating between Lake Charles – Alexandria via Kinder/Lavonia will be compensated the miles of the deadhead from Livonia to Alexandria in addition to all other earnings and overtime will begin according to the mileage from Lake Charles to Livonia
2. No claims will be filed as a result of crews operating in this manner between Lake Charles and Alexandria via Kinder/Lavonia (i.e., operating off seniority district, etc.).
3. The LL61 crews working between Alexandria and Lake Charles will continue to operate and receive compensation in the normal manner (i.e., a basic day for working Alexandria to Lake Charles).

4. This temporary arrangement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) or dispute resolution and may be cancelled by either party upon thirty (30) days written notice to the other.

If this accurately reflects the terms and conditions agreed upon for crews operating in the local between Lake Charles and Alexandria (LL62), please so indicate by signing in the space provided.

Yours truly,



S. F. Boone  
Director – Labor Relations

AGREED:



L. R. Bumpurs  
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68117

May 25, 2004

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Dear Sir:

This confirms our discussion relating to the establishment of local service to operate between Livonia and Donaldsonville, Louisiana. In connection therewith, local service may be established to operate between Livonia and Donaldsonville, Louisiana under the following terms and conditions:

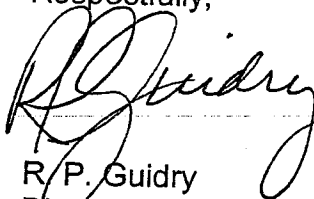
1. Article 6, Section A of the controlling IGN Agreement is suspended to the extent outlined herein. While this agreement remains in effect, the Carrier is not required to designate certain freight trains to do local work or compensate pool crews operating between Avondale and Livonia local rate pursuant to Article 6.
2. The terms and conditions of this Agreement are intended to address and/or apply to local service between Livonia and Donaldsonville, Louisiana. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations or runs, will not serve as a precedent to be followed at any other point, and will not prejudice the position of either party as to the application of Article 6 of the IGN Agreement.
3. A local assignment(s) established pursuant to this agreement will be operated Conductor only and compensated on a trip rate basis of \$180.94. This trip rate shall be considered as having included all of the nine (9) pay elements outlined in Article 5, Part B, Section 5 of the August 20, 2002 UTU National Agreement. Overtime, if any, shall be calculated at the basic local rate of pay. It is understood and agreed this trip rate and/or overtime calculation shall not be applied, or interpreted to apply to other locations or runs and will not serve as a precedent to be followed at any other point.
4. Train Service vacancies on the local assignment(s) established pursuant to this agreement shall be protected from the Livonia Extra Board.

1974-C

5. Suitable lodging shall be provided to local crews who are required to layover at Donaldsonville, Louisiana.
6. The terms and conditions of this Agreement, general and specific, are intended to address and/or apply to circumstances unique to the requisite service. Accordingly, any such terms and/or conditions contained herein shall not be applied, or interpreted to apply, to other locations or runs, will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.
7. This Agreement may be cancelled upon thirty- (30) days written notice from either party to the other.

If this accurately reflects the terms and conditions of our agreement please indicate by signing in the space provided.

Respectfully,



R. P. Guidry  
Director - Labor Relations

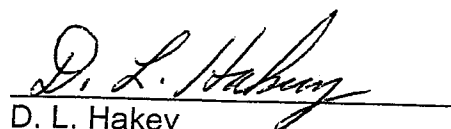
Agreed:

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L. R. Bumpurs  
General Chairman - UTU

Approved:

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D. L. Hakey  
Vice President - UTU

1014-2

**VIII. Movement Between Zones**

- A. The exercise of seniority between zones will be governed by applicable provisions of the IGN Agreement, as amended. In connection therewith, it is understood the IGN "Pass Up" rule is in effect for the entirety of the territory comprising the Houston Hub.  
  
**Note:** The exercise of seniority pursuant to the IGN "Pass Up" rule, will be governed by the employee's relative seniority standing in the zone that he or she is attempting to exercise his or her displacement .
- B. Nothing herein will be interpreted to amend or otherwise alter existing limitations and/or restrictions contained in the "Pass Up" rule governing the exercise of seniority between road and yard service assignments.
- C. In the event problems arise in connection with the exercise of seniority between zones comprising the Houston Hub, the parties agree to promptly meet to resolve such problems and/or issues.

If the foregoing properly reflects the parties' understandings, please so indicate by affixing your signature in the space provided below.

AGREED:  
/s/ L. W. Parsons, Sr.

Sincerely,  
/s/ A. Terry Olin

**MEMORANDUM of AGREEMENT  
HBT Settegast Yard Agreement  
April 30, 1997**

\*\*\*\*\*  
**HB&T TERMINATION OF SETTEGAST YARD LEASE AND TRANSFER  
OF OPERATION AND CONTROL OF SETTEGAST YARD TO UP**  
\*\*\*\*\*

In its decision dated April 26, 1995, in Docket No. AB-423 (Sub-No. 1X), (copy attached as Attachment "A"), the Interstate Commerce Commission ("ICC") approved the discontinuance of Houston Belt & Terminal Railway Company's ("HBT") lease arrangement with Missouri Pacific Railroad Company (hereinafter also referred to as "UP" or "Carrier") for operation and control of Settegast Yard. In the same decision, the ICC also authorized UP's assumption of operation and control of Settegast Yard under its residual common carrier obligation. In addition, the ICC imposed the employee protective conditions set forth in Oregon Short Line R. Co. - Abandonment - Goshen, 360 I.C.C. 91 (1979), (copy attached as Attachment "B").

On June 15, 1995, Union Pacific Railroad Company ("UP" or "Carrier") served the required notice on the involved United Transportation Union ("UTU") General Chairmen advising of UP's desire to assimilate Settegast Yard into UP's Houston-area operations and the conditions attendant thereto (copy attached as Attachment "C"). Pursuant to the requirements of Section 4 of Oregon Short Line and in order to provide for the orderly assumption of operations at Settegast Yard by UP the parties enter into this agreement to provide for the proper and effective rearrangement of forces necessary to implement this transaction.

Accordingly, IT IS AGREED:

**I. INTEGRATION OF SETTEGAST YARD**

- A. Effective with the implementation of this Agreement, UP will assume responsibility for operation and control of Settegast Yard. All HBT policies, agreements, and practices previously applicable to yard service employees working in Settegast Yard will be of no force or effect in Settegast Yard.

- B. Settegast Yard will continue to remain a part of the consolidated Houston terminal.

**Note:** UP's assumption of the operations at Settegast Yard is not intended to modify in any manner the operational capabilities and/or rights presently afforded and available to the Carrier pursuant to applicable practices or agreements, including National Agreement provisions. Such capabilities and/or rights shall include, but are not limited to, interchange rights, performance of work by road crews within the terminal, and receiving / leaving trains at other points within the terminal without additional compensation.

- C. The present limits of the HBT, Houston terminal and/or Settegast Yard are unaffected by this Agreement. UP road crews and UP yard crews at Settegast Yard may work in or utilize Pierce Yard as an extension of Settegast Yard.

**Note 1:** It is understood work performed by UP Settegast Yard crews in Pierce Yard is to be only that work for, or in behalf of, UP. UP crews will not perform work at Pierce Yard for, or in behalf of, HBT.

**Note 2:** UP yard crews assigned at Settegast Yard required to perform work at Pierce Yard will not be considered as being used off their assignment or district or in violation of any other agreement provision.

- D. The rates of pay, rules and working conditions for yard service employees assigned at Settegast Yard will be governed by the covenants of the Agreement, dated April 30, 1997, between the Union Pacific Railroad Company and the United Transportation Union (hereinafter also referred to as "UP/UTU April 30, 1997, Agreement") (copy attached as Side Letter #2).

- E. Settegast Yard and the work performed therein shall be added to the territories and work comprising UP Merged Roster No. 6B

## II. SENIORITY INTEGRATION

- A. In order to effect the orderly allocation and integration of HBT forces with UP's forces and operations, the following shall govern in the establishment and consolidation of seniority for HBT employees transferred to UP:

1. The number of HBT yardmen to be transferred to UP at Settegast Yard will be determined by establishing the number of regular assigned yardmen that will be required to maintain the current operations on the date notice is served under the provisions of Article VIII, Section A of this Agreement, and the appropriate percentage of the yardmen assigned to the HBT extra board.

Utilizing the date Carrier serves notice under Article VIII, Section A, the parties will determine the number of yardmen to be transferred to the UP by determining the number of regular assigned yard days that are worked at Settegast Yard and dividing that number by five (5). The parties will also derive this same figure for the remainder of HBT, and determine the percentage of regular assignments that are bulletined at Settegast Yard. This percentage factor will be applied to the number of yardmen on the HBT extra board, and that number of yardmen will also be transferred to UP. The combination of regularly yardmen needed at Settegast Yard and the appropriate percentage of extra yardmen will represent the employees that will be initially transferred to the UP under the provisions of this implementing.

Such employees will be transferred to UP and placed on the bottom of UP Merged Roster No. 6B (switchmen and brakemen) and will be given switchmen and brakemen seniority dates of June 15, 1997. HBT employees will be given one (1) opportunity to transfer to UP in seniority order. If a sufficient number of HBT employees do not voluntarily transfer to UP, HBT employees will be required to transfer in reverse seniority order until the required number of employees have been transferred from HBT to UP.

2. HBT employees transferring to UP shall be placed on UP Merged Roster No. 6B in the same order as their relative standing on the HBT switchman seniority roster.

**Note:** Former HBT employees placed on Merged Roster No. 6B will be placed thereon ahead of any employees who may be in switchmen and/or brakemen training at the time of implementation.

- 3.(a) An HBT yardman transferring to UP in conjunction with the initial implementation of this Agreement will retain his/her position on the HBT seniority roster until the "Sadie Hawkins Day" set forth in Section C of this Article II is held. Said employee will be shown on HBT records as being on a leave of absence during that period. The exercise of this retained HBT seniority will be governed specifically by the provisions of Section C of this Article II. Subsequent to the "Sadie Hawkins Day", former HBT employees working on UP assignments will relinquish their seniority on HBT.

**Note:** A former HBT yardman whose name is retained on the HBT roster will not be able to exercise such seniority except on the "Sadie Hawkins Day" event set forth in Section C of this Article II.

- (b) HBT employees transferring to UP subsequent to expiration of the above-referenced period or the "Sadie Hawkins Day" shall relinquish all HBT seniority upon their assignment to a Settegast Yard position.

**Note:** The relinquishment of seniority set forth in Paragraphs (a) and (b) above will not serve to preclude former HBT yardmen from returning to HBT pursuant to the provisions of Article C of this Article II.

4. HBT employees transferring to UP will be treated for purposes of vacation eligibility, entry rates and payment of arbitraries as though all their time and service in yard service on HBT had been performed on UP.
5. HBT employees transferring to UP who were protected under HBT crew consist agreements will be considered as protected crew consist employees under the Agreement between UP and UTU dated April 30, 1997. Employees not protected under HBT crew consist agreements will not, in conjunction with, or as a result of, their transfer to UP, be considered as, or become, a crew consist protected employee.

**B.** HBT employees transferring to UP pursuant to this Agreement shall be granted prior rights to all yard assignments in Settegast Yard, including the Settegast Yard extra board. An HBT employee transferring to Settegast Yard will not be required to protect, or be force assigned to, positions outside of Settegast Yard if said employee has not previously exercised his/her seniority to a position outside Settegast Yard or if said employee has not been promoted to Conductor on UP. If the former HBT employee has exercised his/her seniority to a position (either as a Brakeman, Switchman, or Conductor) outside of Settegast Yard or has been promoted to Conductor, he/she will be subject to applicable rules of the Agreement between the Union Pacific Railroad Company (former International - Great Northern Railroad Company) and the United Transportation Union, rewritten April 15, 1991, (hereinafter referred to as the "IGN Agreement") pertaining to, but not limited to, exercise of seniority, assignment of positions, and filling of vacancies.

1. Once a former HBT yardman is assigned at Settegast Yard, he/she shall not have any right to bid on an HBT position unless he/she is unable to hold a position in Settegast Yard or, consistent with the provisions of this Agreement, on Merged Roster No. 6B. A former HBT employee transferred to UP pursuant to this Agreement who is unable to exercise his/her seniority to a position in Settegast Yard or on Merged Roster No. 6B may transfer to, and exercise seniority on, HBT. If a former HBT employee previously



exercised his/her seniority to a position protected by Merged Roster No. 6B outside Settegast Yard or has been promoted to Conductor, said employee will be required to exhaust his/her seniority on Merged Roster No. 6B before said employee can transfer to HBT.

**Note:** UP (former HBT) employees transferring back to HBT pursuant to Paragraph B above will, notwithstanding their assignment to positions on HBT, be subject to recall on UP. Employees not answering recall on UP will lose all UP seniority.

2. One (1) "Sadie Hawkins Day" will be held one (1) year from the effective date of this Agreement. On said "Sadie Hawkins Day", eligible UP (former HBT) yardmen may transfer, seniority permitting, from UP (Settegast Yard) to HBT and eligible HBT yardmen may, seniority permitting, transfer from HBT to UP (Settegast Yard). Such transfers will be made on the date of the "Sadie Hawkins Day" in accordance with the following:

(a). In order to be eligible for participation in the "Sadie Hawkins Day", UP or HBT employees must satisfy all of the following:

(1). The employee must be in active status on either HBT or UP and possess switchman seniority on the HBT seniority roster as of the date this Agreement is signed. An employee in an inactive status on either HBT or UP will not be considered eligible for participation in the "Sadie Hawkins Day".

**Note:** It is not the intent of this Paragraph (1) to exclude employees who, at the time of the "Sadie Hawkins Day" are serving disciplinary suspensions. Such employees will, upon their return to service following the suspension, be afforded the opportunity to exercise their seniority on MP or HBT.

(2). A UP (former HBT) employee must possess, pursuant to this Article II, prior rights to positions in Settegast Yard. UP employees on Merged Roster No. 6B not possessing such prior rights will not be eligible to participate in the "Sadie Hawkins Day".

(3). The employee must be assigned to, and working, a position on HBT or in Settegast Yard, including the Settegast Yard extra board, for a period of at least thirty (30) days prior to the date of the "Sadie Hawkins Day". UP assignments outside of Settegast Yard shall not be considered as satisfying this criterion.

(b). Eligible employees with sufficient seniority to displace another employee on the other carrier (i.e., HBT or UP) will be required to make application for transfer to the other carrier no less than three (3) weeks prior to the date of the "Sadie Hawkins Day". Such written notice must be provided to his/her supervisor, CMS, HBT Crew Caller, HBT Labor Relations and appropriate UTU officer(s).

(c). The appropriate UTU official(s) designated by UTU will be responsible for the arrangements and administration of changes associated with the "Sadie Hawkins Day".

(d). Employees to be displaced as a result of this arrangement will be notified by the appropriate UTU official so their subsequent displacement can be arranged. Employees so affected must advise the appropriate UTU official of his/her displacement decision. Failure of said employee to indicate the manner in which he/she is to exercise their displacement will result in the employee being placed on the appropriate extra board. Once all the changes and associated

displacements have been lined up and arranged by the UTU officer(s), said UTU official will advise UP's CMS and HBT's Chief Crew Caller of the changes to be made in connection with this "Sadie Hawkins Day".

- (e). All transfers, displacements and/or changes in assignments will be effective on the date of the "Sadie Hawkins Day". All such changes will be accomplished without additional expense to either UP or HBT.
- (f). After completion of the "Sadie Hawkins Day", UP (former HBT) employees working in Settegast Yard or on other UP positions will, except as set forth in Section C, Paragraph 1 of this Article II, not again be able to transfer to HBT. Accordingly, all former HBT employees working in Settegast Yard or on Merged Roster No. 6B after the "Sadie Hawkins Day" will relinquish all HBT seniority.
- (g). The "Sadie Hawkins Day" may be held sooner or later than one (1) year from the date of implementation by mutual agreement of the parties.

### **III. SETTEGAST YARD GUARANTEED YARD EXTRA BOARD**

- A. Concurrent with UP's assumption of operations at Settegast Yard, a guaranteed yard extra board will be established in Houston to protect yard vacancies in Settegast Yard.
- B. The guaranteed yard extra board established pursuant to Section A above will be governed by the provisions set forth in the UP/UTU April 30, 1997 Agreement and shall be accordingly administered and regulated by UP.
- C. The guaranteed extra board established pursuant to this Article III will be independent of HBT extra boards.

### **IV. SETTEGAST YARD ASSIGNMENTS**

- A. Regular assignments in Settegast Yard will be filled in seniority order, subject to the prior rights arrangements set forth in Article II, Section B and the procedures contained in Article IV, Section B, by employees holding seniority on UP Merged Roster No. 6B. If a regular assignment is not filled by an existing Settegast Yard prior rights employee, the involved assignment will be filled by assigning the junior employee on the Settegast Yard extra board. The resultant extra board vacancy, if it is to be filled, will be bulletined in accordance with applicable Agreement rules to employees on both Merged Roster No. 6B and to HBT employees. Prior to filling the assignment with a non-prior rights employee from Merged Roster No. 6B, the Carrier will give preference to eligible HBT yardmen in accordance with that set forth in Section B below.
- B. Employees holding seniority as HBT yardmen on the date this Agreement is signed and who did not transfer to UP in connection with the initial implementation of this Agreement will be considered eligible to bid on Settegast Yard assignments if such assignments are not filled by an UP (former HBT) employee holding prior rights at Settegast Yard. This opportunity shall be governed by the following:
  - 1. The assignment in Settegast Yard on which the HBT employee desires to bid was not filled by an UP (former HBT) employee holding a Settegast Yard position.
  - 2. An HBT yardman will not be permitted to bid on a bulletined Settegast Yard vacancy if a junior HBT yardman previously bid on and was assigned to a position in Settegast Yard.

**Note:** In those instances where a Settegast Yard prior rights yardman does not bid on the Settegast Yard assignment, only eligible HBT yardmen junior to the junior UP yardman (utilizing former HBT switchman seniority) at Settegast Yard will have the opportunity to bid on the Settegast Yard assignment. Under this arrangement, eligible HBT yardmen will have a one (1) time chance to transfer to Settegast Yard and his/her failure to bid on a Settegast Yard vacancy which is subsequently assigned to an eligible junior HBT employee will result in his/her forfeiture of this opportunity. Once all eligible HBT

yardmen have been afforded the opportunity to accept a position at Settegast Yard, all obligations for UP to offer HBT employees the opportunity to bid on assignments at Settegast Yard will cease.

3. HBT employees assigned to Settegast Yard assignments pursuant to this Section B shall be assigned a switchman and brakeman seniority date on Merged Roster No. 6B of June 15, 1997, and shall be placed thereon in the same order as their relative standing on the HBT switchman seniority roster. In addition, such employees shall be granted prior rights to Settegast Yard assignments and accordingly governed by applicable provisions of this accord.
- C. If a Settegast Yard position is not filled by a former HBT employee possessing Settegast Yard prior rights or by an eligible HBT employee exercising his right pursuant to Section B above, the position will be filled by the senior bidder holding seniority on Merged Roster No. 6B. If no employees from Merged Roster No. 6B bid on the assignment, the position will be filled in accordance with applicable IGN rules governing the exercise of seniority, assignment to positions and filling of vacancies.

#### V. TEMPORARY VACANCIES

- A. Temporary vacancies in Settegast Yard will be protected by the Settegast Yard guaranteed yard extra board.
- B. If the Settegast Yard extra board is exhausted, the Carrier may temporarily fill the vacancy by utilizing the first out available employee on the Houston IGN guaranteed combination road / yard extra board.
- C. If the Houston IGN extra board is exhausted, the Carrier may temporarily fill the vacancy by utilizing the first out available qualified employee on the Settegast Yard guaranteed extra board, subject to the following conditions:
- (1) Former HBT yardmen working in Settegast Yard who have not exercised their seniority outside Settegast Yard may protect the temporary vacancy on a voluntary basis. Former HBT yardmen who have not exercised their seniority outside Settegast Yard will not be forced to protect the temporary IGN vacancy.
- Note:** A former HBT yardman volunteering to protect a temporary IGN vacancy pursuant to the provisions of this Section C, Paragraph (1) will not be considered as having exercised his seniority to a position outside of Settegast Yard.
- (2) Former HBT yardmen who have exercised their seniority on Merged Roster No. 6B outside of Settegast Yard may be forced to protect the temporary IGN vacancy.
  - (3) Carrier's election to utilize the Settegast Yard guaranteed extra board to temporarily protect an IGN vacancy will not in any manner be considered a violation of any applicable agreement provision.
- D.(1) The earnings of a trainmen called from the Houston IGN guaranteed combination road / yard extra board to protect a temporary vacancy at Settegast Yard will not have the earnings from the Settegast Yard vacancy offset against his/her extra board guarantee.
- (2) The earnings of a trainmen called from the Settegast Yard guaranteed extra board to protect a temporary vacancy normally protected by the Houston IGN guaranteed extra board will not have the earnings from the IGN vacancy offset against his/her extra board guarantee.

#### VI. CONDUCTOR PROMOTION

- A. The provisions of Article V of the November 1, 1991 National Agreement requiring trainmen to accept promotion to Conductor when offered by the Carrier shall not be applicable to those former HBT employees transferring to UP. This waiver shall only be applicable so long as said

former HBT employees exercise their seniority exclusively to positions in Settegast Yard, including the Settegast Yard extra board. This waiver will not be applicable if such employees have exercised their seniority to another position on Merged Roster No. 6B outside Settegast Yard.

**Note 1:** Article V of the 1991 National Agreement also governs the qualification of employees as foremen. It is understood the waiver contained in Section A above shall not apply to foreman qualification. Accordingly, all trainmen must accept promotion to foreman, including former HBT yardmen transferring to UP, in accordance with applicable rules.

**Note 2:** Article V of the 1991 National Agreement also provides, "Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/ foreman rights." The waiver set forth in Section A above shall also not apply to the above-cited provision of Article V. In other words, former HBT yardmen transferring to UP who have been, or will be, qualified as foremen or promoted to conductor will not be permitted to voluntarily relinquish their foreman or conductor rights.

- B. Nothing herein shall be construed to preclude an employee from voluntarily seeking promotion to Conductor on UP road territories protected by Merged Roster No. 6B.
- C. HBT employees transferring to UP who were hired as trainmen prior to November 1, 1985 will continue to be considered as "pre-'85" employees for purposes of selection for promotion to engine service.

## **VII. PRODUCTIVITY FUND**

- A. A separate and independent Employee Productivity Fund (hereinafter referred to as "Settegast Yard Productivity Fund") shall be established for UP yard service employees working in Settegast Yard. A separate Employee Productivity Fund shall be maintained for Settegast Yard yardmen, and shall be administered independently from the existing UP or HBT Employee Productivity Funds. In accordance with applicable crew consist agreement provisions contained in the April 30, 1997, Agreement between UP and UTU, UP will make necessary payments to the Settegast Yard Productivity Fund. Payments previously made by HBT to the HBT Employee Productivity Account for qualifying tours of duty worked in Settegast Yard will be discontinued effective with the implementation of this Agreement.
- B. HBT payments made to the HBT Productivity Fund pursuant to applicable Crew Consist Agreement provisions for qualifying tours of duty other than those worked in Settegast Yard will be made in accordance with existing covenants of HBT Crew Consist Agreement(s). UP payments to the Settegast Yard Productivity Fund, established pursuant to Section A above, will be made in accordance with existing covenants contained in the April 30, 1997, Agreement between UP and UTU.
- C. (1) At the end of each fiscal year, the amount contained in the HBT Employee Productivity Account will be combined with the amount contained in the Settegast Yard Productivity Fund.

**Note:** To accomplish the combination provided in Section C, Paragraph (1) above, contributions made by HBT throughout the fiscal year to the HBT Productivity Account under applicable crew consist provisions will, at the end of said fiscal year, be deposited into the Settegast Yard Productivity Fund. In the same manner, trip credits earned by HBT employees on HBT assignments will be combined with trip credits earned by UP employees working in Settegast Yard.

- (2) Each former HBT employee protected under applicable HBT crew consist agreement provisions and each UP employee protected under applicable UP crew consist

agreement provisions will share in the division of the combined HBT Employee Productivity Account / Settegast Yard Productivity Fund ("combined fund") according to the number of applicable trip credits earned during the fiscal year.

- (3) The combined fund will be disbursed among HBT crew consist protected employees and UP crew consist protected employees working in Settegast Yard in accordance with the HBT Crew Consist Agreement(s) and the Agreement between UP and UTU dated April 30, 1997. Said disbursements shall be subject to applicable maximum payments, such as the one-third maximums set forth in the HBT Crew Consist Agreement and as set forth in the April 30, 1997 Agreement between UP and UTU. Such maximum payments shall be calculated and applied collectively between the Settegast Yard Productivity Fund and the HBT Productivity Account.

**Note:** HBT and UP contributions to their respective productivity funds shall be continued until such time as sufficient moneys exist in both funds such that when combined at the end of the fiscal year and appropriate disbursements are made all eligible HBT crew consist protected yardmen and UP crew consist protected yardmen who worked in Settegast Yard will meet the one-third maximum productivity fund payment requirements. Nothing herein shall be interpreted to provide an HBT or UP employee with a productivity fund disbursement greater than the specified one-third maximum or to afford such employee any greater share of the involved productivity fund disbursement than that to which he would otherwise have been entitled.

- (4) For equity purposes, each paid vacation day taken by a protected employee while assigned to a position in Settegast Yard will be credited in computing his/her share of the HBT Productivity Account / Settegast Yard Productivity Fund.

- D. The provisions for combining the HBT Employee Productivity Account and the Settegast Yard Productivity Fund set forth in Section C above shall be applicable for a period not to exceed six (6) years following implementation of this Agreement. Thereafter, the disbursements from Settegast Yard Productivity Fund and the HBT Productivity Account shall be administered independently in accordance with controlling agreement provisions.
- E. Disbursements from the combined Settegast Yard Productivity Fund / HBT Productivity Account or from the Settegast Yard Productivity Fund will be made in accordance with the existing covenants contained in the April 30, 1997 Agreement between UP and UTU (for UP employees) and with the existing covenants contained in the Agreement between HBT and UTU revised May 1, 1983 (for HBT employees).

**Note:** Except as specifically set forth herein, it is not the intent of this Article VII to modify in any manner in which the payments or disbursements from employee productivity funds on either HBT or UP are made. Likewise, the provisions of this Article VII are not intended to extend to any previously ineligible employee(s) the right to participate in or receive productivity fund disbursements. Finally, except for the combining of the HBT Productivity Account and the Settegast Yard Productivity Fund, and the subsequent joint dispersal of the combined funds to both eligible UP and HBT employees for a period not to exceed six (6) years, no other procedure or agreement provision related to the administration of the productivity funds is to be altered in any manner by this Article VII.

### VIII. IMPLEMENTATION

- A. The Carrier will give at least thirty (30) days' advanced written notice of its intent to implement this Agreement. This notice will be served on both the UP Gulf Coast Lines and HBT General Chairmen.
- B. Concurrent with the serving of its notice, the Carrier will bulletin to HBT yardmen assignments at Settegast Yard equivalent to the number of HBT yardmen to be transferred, as set forth in Article, II, Section A, Paragraph 1. The bulletins will contain only the specific number of HBT yardmen to be transferred and a description of the territories comprising Merged Roster No. 6B. The bulletins will not contain any reference to job numbers, locations, assigned hours, days off,

etc. HBT yardmen will be allowed to bid/apply for said bulletins (i.e., transfer) for a period of not less than seven (7) days. The successful applicants will be placed on a list in seniority order. The employees contained thereon shall be eligible to bid on regular and extra assignments initially bulletined at Settegast Yard.

- C. Within fourteen (14) days of the expiration of the seven (7) day period set forth in Section B above, Carrier will bulletin, in accordance with applicable Agreement provisions, the specific regular and extra board assignments to be initially established at Settegast Yard. Assignments to the involved positions will be made from the list established in Section B above and in accordance with the provisions set forth in the controlling Agreement. The effective date for said assignments will be determined by the Carrier.
- D. Based upon their relative standing on the list established in Section B of this Article VIII, former HBT yardmen will be placed on Merged Roster No. 6B as set forth in Article II, Section A, Paragraph 2. A finalized seniority roster for Merged Roster No. 6B will be posted on HBT. Any disputes regarding proper placement thereon of former HBT employees will be resolved by joint agreement between UP and the UTU HBT and Gulf Coast Lines General Chairmen. Such disputes will not, however, serve to delay implementation of this Agreement.
- E. HBT employees transferring to UP will be required to protect their HBT assignment until the date their new assignment in Settegast Yard is effective.

#### **IX. EMPLOYEE PROTECTIVE CONDITIONS**

- A. Employees adversely affected as a result of implementation of this Agreement will be entitled to the employee protection benefits provided in the Oregon Short Line conditions.
- B. Employees currently eligible for other protective benefits must elect between those benefits and the benefits provided in connection with this Agreement. This election must take place within ten (10) days after the date of adverse affect. No benefits will be paid until the employee has made this election.
- C. There will be no pyramiding of benefits arising from this Agreement with benefits from other protective agreements or arrangements.
- D. HBT yardmen transferring to UP will be provided the same health and welfare benefits afforded other train and yard service employees covered by the IGN Agreement.

#### **X. GENERAL**

- A. In the event the provisions of existing Agreement rules conflict with the terms and/or intent of this Agreement, this Agreement shall apply.
- B. This Agreement shall serve as the requisite implementing document, as required in Section 4 of the Oregon Short Line conditions, governing HBT's termination of its lease of Settegast Yard and UP's assumption of operation and control of Settegast Yard.
- C. The terms and conditions of this Agreement are made without prejudice to the position(s) of either party and shall not be considered a precedent in the handling of such or similar matters.

Signed this 30th day of April, 1997, at Houston, Texas.

For the UTU:  
/s/ L. W. Parsons, Sr.  
/s/ B. F. Manning  
General Chairmen

APPROVED:  
/s/ C. L. Little  
International President

For the UPRR:  
/s/ A. Terry Olin

For the HBT:  
/s/ Terry M. Stone

**Side Letter #1**  
April 30, 1997  
(HBT Inactive Employees)

This has reference to our discussions regarding the terms and conditions, as set forth in the Oregon Short Line Implementing Agreement, dated April 30, 1997, governing the transfer of HBT employees to UP in connection with UP's assumption of control and operation of Settegast Yard pursuant to the Interstate Commerce Commission's order in Finance Docket No. AB-423.

A concern was raised by your Organization regarding the manner in which HBT employees who are inactive, or are on a leave of absence, at the time this Oregon Short Line Implementing Agreement is placed into effect would be handled in the event said employees return to service with HBT subsequent to the implementation of this accord. Specifically, your Organization's question focused on what transfer rights such returning employees would possess.

This letter shall serve to confirm the parties' understanding that in the event an HBT employee who was in an inactive status or on a leave of absence at the time this agreement was implemented would be afforded full transfer rights and/or opportunities, as afforded by this Implementing Agreement, subject to his seniority. In other words, the returning employee would be allowed, upon his/her return to service, to either exercise his/her seniority to an HBT position in accordance with applicable rules under the HBT Collective Bargaining Agreement or elect to transfer to the UP, seniority permitting, and exercise his seniority to a position in Settegast Yard. In the event the involved employee elects the latter option, he/she will be governed by the terms and conditions set forth in this Oregon Short Line Implementing Agreement and the Agreement between UTU and UP, dated April 30, 1997. Any UP employee in Settegast Yard (former HBT yardman) affected (displaced) as a result of such an election shall likewise be accordingly governed by the terms of the aforementioned (1)d Agreements.

If the foregoing properly reflects the parties' understanding regarding this matter, please so indicate by affixing your signature in the space provided below.

(Signatory Page Not Reproduced Herein, See Note Page 205)

**Side Letter #2**  
April 30, 1997

Article 6, Section A, Paragraph 1 of the Houston Hub Agreement Page 176 abolished this Side Letter 2 transaction.

**Side Letter #3**  
April 30, 1997

(No longer valid. This side letter has been implemented.)

**Side Letter #4**  
April 30, 1997

(former HBT Engineers Acquiring Trainmen Seniority)

This has reference to the parties' discussions in connection with the negotiation of the requisite Oregon Short Line implementing agreement governing the HBT's termination of its lease of Settegast Yard and UP's assumption of control and operation of Settegast Yard.

In connection with the above-referenced discussions, several questions arose regarding the train service seniority afforded former HBT engineers who transferred to UP as engineers in conjunction with UP's assumption of control and operations of Settegast Yard. The parties agree such engineers are to be afforded switchman / brakeman seniority in accordance with the provisions of Article XIII, Section 2 of the October 31, 1985 National Agreement. Therefore, former HBT engineers transferring to UP in connection with this matter shall be afforded train service (switchman / brakeman) seniority in accordance with the following:

1. Former HBT engineers who possess both engine service and yard (switchman) service seniority on HBT (often referred to as "dualies") will be granted a switchman / brakeman

seniority date of June 15, 1997, and will be placed on UP Merged Roster No. 6B (Switchman and Brakeman) in accordance with the provisions of this Agreement. Such employees shall not be placed on Merged Roster No. 6B until such time as he/she exercises seniority pursuant to the terms of this agreement to a position in Settegast Yard.

2. Former HBT engineers transferring to UP who did not previously possess HBT yardman seniority will be given a switchman / brakeman seniority date of June 15, 1997, and will be placed on UP Merged Roster No. 6B (Switchman and Brakeman) below those engineers placed on Merged Roster No. 6B pursuant to Item No. 1 above. Such engineers shall be placed on Merged Roster No. 6B in the same order as their relative standing on the HBT engineer seniority roster.

If the foregoing accurately reflects the parties' understandings regarding this matter, please so indicate by affixing your respective signatures in the spaces provided below.

(Signatory Page Not Reproduced Herein, See Note Below)

**Side Letter #5**  
April 30, 1997  
(Cut back HBT Engineers)

This has reference to the parties' discussions in connection with the negotiation of the requisite Oregon Short Line implementing agreement governing the HBT's termination of its lease of Settegast Yard and UP's assumption of control and operation of Settegast Yard.

The parties discussed at length how HBT employees cut back from engine service would be handled. In particular, the questions focused on what rights such employees would have in the event they were not able to hold engineer positions on the involved UP engineer roster. This matter is impacted by the fact a number of former HBT engineers did not possess yard service seniority on HBT.

The parties have agreed the following shall govern in connection with the handling of former HBT engineers cut back from engine service on UP:

1. Former HBT engineers who did not possess HBT yard service seniority and are unable to exercise their seniority to positions on the applicable engine service seniority roster shall be required to exercise their UP train service (Merged Roster No. 6B) seniority. The exercise of such seniority shall be governed by the controlling collective bargaining agreement, including National Agreement(s), rules.
2. Former HBT engineers who possessed HBT yard service seniority ("dualies") and who are unable to exercise their seniority to positions on the applicable UP engineer seniority roster shall be governed by the provisions of this Oregon Short Line Implementing Agreement.

If the foregoing accurately reflects the parties' understandings regarding this matter, please so indicate by affixing your respective signatures in the spaces provided below.

(Signatory Page Not Reproduced Herein, See Note Below)

**Side Letter #6**  
April 30, 1997  
(No longer valid. This side letter has been implemented.)

**Note :** The following is a list of signatories to the April 30, 1997 HBT Settegast Yard Agreement. Each Organizational Officer and Carrier Officer signed under the six (6) Side Letters which affected them. Each Signatory page was not reproduced herein for the saving of space in the printed Agreement, but is on file in the General Committee Office:



/s/ B. F. Manning  
/s/ L. W. Parsons, Sr.  
General Chairmen, UTU

/s/ A. Terry Olin, UPRR  
/s/ Terry M. Stone, HBT

APPROVED:  
/s/ C. L. Little  
International President, UTU

**Questions and Answers  
APRIL 30, 1997 HBT Settegast Yard Agreement**

**Note:** Many Q&A's were nullified by later HBT Agreement and are omitted herein.

**ARTICLE I. INTEGRATION OF SETTEGAST YARD.**

- Q1. Are agreement interpretations and arbitration awards regarding the HBT / UTU collective bargaining agreement for yardmen that were rendered prior to the effective date of this agreement no longer in effect for yardmen working in Settegast Yard?
- A1. No. Those interpretations and arbitral precedents rendered or established prior implementation of this agreement will remain a part of the HBT collective bargaining agreement for yardmen and will constitute a part of the collective bargaining agreement adopted by UP and UTU for Settegast Yard yardmen.
- Q2. Will interpretations pertaining to the application and administration of the May 1, 1983 HBT/UTU collective bargaining agreement rendered or adopted by HBT subsequent to the implementation of this agreement be of any force or effect on the application and administration of the collective bargaining agreement established between UP and UTU for employees working at Settegast Yard?
- A2. No.
- Q3. Will interpretations pertaining to the application and administration of the April 30, 1997, UP/UTU collective bargaining agreement rendered or adopted by UP subsequent to the implementation of this agreement be of any force or effect on the application and administration of the May 1, 1983 HBT/UTU collective bargaining agreement?
- A3. No.
- Q4. As a result of implementation of this agreement, will any additional restrictions be imposed on UP road crews as to the work such crews may perform within the Houston terminal or in Settegast Yard?
- A4. No. UP road crews will be able to perform all work or activities as permitted under applicable collective bargaining agreement rules and National Agreement provisions.
- Q7. Are there any National Agreement provisions which are presently applicable to UP crews which would not be applicable to UP yard crews at Settegast Yard?
- A7. No.

**ARTICLE II. SENIORITY INTEGRATION.**

- Q1. How will HBT yardmen be placed on Merged Roster No. 6B?
- A1. HBT yardmen transferring to UP will be given a switchman and brakeman seniority date of June 15, 1997, and will be placed on the bottom of Merged Roster No. 6B. The HBT yardmen will be placed ahead, however, of any employees who at the time may be in switchman / brakeman training. HBT yardman will be placed on Merged Roster No. 6B in the same order as they stood on the HBT switchman roster. Employees who transferred in connection with this transaction as engineers to UP and who possessed HBT yardman seniority ("dualies") will also be assigned a switchman / brakeman seniority date of June 15, 1997. Such employees will be placed on

Merged Roster No. 6B below HBT yardmen transferring as such to UP under the terms of this Agreement. Finally, employees who transferred in connection with this transaction as engineers to UP and who did not possess HBT yardman seniority will be assigned a switchman / brakeman seniority date of June 15, 1997, and will be placed on Merged Roster No. 6B below those HBT engineers who previously possessed HBT yardman seniority.

Q5. Do the provisions of Article II, Section A, Paragraph 4 extend payment of frozen or duplicate time payments to employees acquiring UP or HBT yard service seniority subsequent to October 31, 1985?

A5. No.

Q11. What crew consist arrangements will govern former HBT employees transferring to UP?

A11. Eligible (crew consist protected) employees working in Settegast Yard will be governed by the provisions of the crew consist agreements set forth in the April 30, 1997 UP/UTU Agreement. Eligible (i.e., crew consist protected) former HBT yardmen who are working on positions outside of Settegast Yard will be governed by the terms and conditions of applicable Gulf Coast Lines Crew Consist Agreements.

Q12. Can a former HBT crew consist protected yardman hold a position on a IGN reserve board?

A12. Yes, if such crew consist protected employee has sufficient seniority and has exercised his/her seniority to a position outside of Settegast Yard. All applicable IGN agreement provisions pertaining to the reserve boards must be satisfied, including, but not limited to, the exhaustion of the employee's seniority on Merged Roster No. 6B.

### **ARTICLE III. SETTEGAST YARD GUARANTEED EXTRA BOARD.**

Q1. Who shall regulate the Settegast Yard guaranteed extra board?

A1. Carrier.

### **ARTICLE IV. SETTEGAST YARD ASSIGNMENTS.**

Q1. Will HBT employees hired subsequent to the date of this agreement be eligible to bid on Settegast Yard positions in accordance with the provisions set forth in Article IV, Section B?

A1. No. Only those employees holding seniority as a yardman on HBT as of the date of this agreement are entitled to bid on Settegast Yard vacancies.

Q2. Does HBT Yardman A, who is senior to HBT Yardman B, lose his / her right to bid on Settegast Yard positions under Article IV, Section B if Yardman B bids on and is assigned to a Settegast Yard position (i.e., Yardman A does not bid on the position)?

A2. Yes. It is the intent of the cited provision to provide HBT yardmen only one such opportunity to bid on and transfer to a position in Settegast Yard.

Q3. Is the answer to Q2 above changed if HBT Yardman B bids on and is assigned to the Settegast Yard position in conjunction with the initial implementation of this Agreement?

A3. No.

Q4. Is the answer to Q2 above changed if HBT Yardman B bids on and is assigned to a Settegast Yard position in conjunction with the "Sadie Hawkins Day"?

A4. No.

Q5. Are there any situations or circumstances under which a senior eligible HBT yardman would not lose his / her right to bid on a Settegast Yard position under Article IV, Section B if an eligible junior HBT yardman was assigned to a Settegast Yard position?

A5. The only exception would be if an employee was covered by the provisions of Side Letter #1 of this Agreement.

**ARTICLE VI. CONDUCTOR PROMOTION.**

- Q1. Is a former HBT yardman who transferred to Settegast Yard subject to the provisions of the IGN Agreement and National Agreement(s) regarding mandatory conductor promotion if he/she exercises his/her seniority to a brakeman position outside Settegast Yard?  
A1. Yes.
- Q2. Is a former HBT yardman who has not exercised his seniority to any position outside Settegast Yard subject to the mandatory conductor promotion requirements set forth in the IGN Agreement and National Agreement(s)?  
A2. No.
- Q3. Must a former HBT yardman who has not exercised his seniority to a position outside Settegast Yard and is covered by the waiver set forth in Article IV, Section A accept qualification / promotion to foreman?  
A3. Yes.
- Q4. May the employee described in Q3 above voluntarily relinquish his/her foreman seniority?  
A4. No.
- Q5. What are the consequences if a former HBT yardman fails to satisfactorily complete all appropriate training and examinations for promotion to conductor or for qualification as foreman?  
A5. National Agreement rules shall apply.

**Letter of Understanding**  
January 19, 1998  
(former HBT Seniority Prior Rights)

Mr. L. W. Parsons, Sr.

This has reference to the parties' discussions, and in particular those held in Fort Worth last Wednesday, January 14, 1998, regarding the terms and conditions to be incorporated into the Norfolk & Western / Mendocino Coast Rwy., implementing agreement governing UP's assumption of trackage rights and operations on HBT lines north of the former GH&H line in Houston.

Pursuant to our discussions in Fort Worth, Carrier's proposed implementing agreement has been modified to incorporate the changes suggested by your Organization. Specifically, Article II, Section A, Paragraph 2 has been amended to correctly reflect the seniority to be afforded HBT yardman transferring to UP. In addition, "Note 2" was added to emphasize it was not the parties' intent to use this agreement to circumvent the provisions of the October 8, 1996 understanding regarding assignment of prior rights on the Houston Hub seniority zones. Finally, a new Section B was added to Article II that permits HBT yardmen to stay in Zone 5 if they desire and that they will be protected from force assignment to other zones if they have not previously exercised their seniority outside Zone 5 or they have not been promoted to conductor. Two (2) copies of this revised proposal is attached for your review and further handling.

It is my earnest belief this proposal satisfies the parties' concerns and desires in connection with this matter. I would appreciate your prompt review of the proposal and, if satisfactory, your expeditious handling of whatever subsequent actions may be necessary to execute this accord.

If you have any questions about this proposal, please do not hesitate to give me a call at your earliest convenience. Your assistance in this matter is appreciated.

Sincerely  
/s/ A. Terry Olin

**Letter of Understanding**

April 14, 1998

(Equity Percentages - HBT transferring to UP)

Mr. Larry W. Parsons, Sr.

This refers to the agreement governing the Carrier's assumption of trackage rights over certain Houston Belt and Terminal Railway Company ("HBT") lines and in particular Article II, Section A, Paragraph 2 which provides for HBT yardmen to acquire prior rights not only in Houston Hub Zone 5, but also are afforded the opportunity, as set forth in Side Letter #5 of the June 11, 1997 Merger Agreement, to acquire road prior rights on either Zone 3 or Zone 4.

In integrating the seniority of the former HBT yardmen transferring to UP into Zone 5, the following equity percentages have been developed for use in the transfer of the HBT jobs to the UP effective April 16, 1998:

	HOURS	NEW PERCENTAGE	PREVIOUS PERCENTAGE
SP	293,068.5300	50.4166%	54.2684%
HBT	258,726,8319	44.5088%	40.2693%
MKT	16,171.8500	2.7820%	2.9946%
PALESTINE	13,326.6100	2.2926%	2.4677%

Please acknowledge your understanding that the above listed percentages will be utilized in Zone 5 of the Houston Hub by signing the second copy of this letter; returning one (1) copy to me for my file.

CONCUR:  
/s/ L. W. Parsons, Sr.  
General Chairman, UTU

Yours truly  
/s/ S. A. Bannister  
Director Labor Relations

**Memorandum of Agreement**  
Moving Home Terminal Mart to Ft. Worth

**Section 1.**

The home terminal, extra board point and bulletin board point on the Fort Worth Subdivision seniority district as shown in current agreements are changed from Mart to Fort Worth, Texas.

**Section 2.**

Mileage between F. W. Jct. and Belt Jct. is presently 267 miles, subject to actual check and correction. "F. W. Jct." is substituted for "T&P Connection" in Mediation Settlement in Case C-830 for trains operating into and/or out of Fort Worth over the MKT. That portion of the Fort Worth Subdivision extending from MP 268 to Maypearl, MP 234.9, and/or any portion thereof will remain outside of the Fort Worth switching limits, unless otherwise agreed by the parties.

**Section 3.**

Lancaster Yard (now Centennial) will continue to be the on and off duty point at Fort Worth. Trains may be operated into and/ or out of North Yard or East Yard, Fort Worth, and Carrier shall furnish transportation between North or East Yard and Lancaster Yard in such instances.

**Section 4.**

Moving Allowances - Not Reproduced

**Section 5.**

This Agreement signed at Houston, Texas, as a separate agreement between the Carrier and each organization signatory hereto, this 4th day of February 1967, becomes effective as of the date and time the first through freight train is operated over the newly acquired trackage between Marlin and Waco; thereafter supersedes all rules, agreements and practices in conflict herewith, and will remain in effect until changed in accordance with the Railway Labor Act, as amended.

**Letter of Understanding**

December 18, 1968

(Moving To Ft. Worth)

This refers to the Agreement of February 4, 1967 with the ORC and BRT and the Agreement of February 10, 1967 with the BLF&E in connection with the moving of the home terminal from Mart to Fort Worth, Texas.

The Carrier agrees:

- (1) To apply the basic daily rate to the first 200 miles on the through freight runs between Fort Worth and Houston effective December 3, 1968, with the understanding these runs will not be cited as precedent in any other case either locally or nationally.  
(Modified by Houston Hub Agreement)
- (2) Employees who elect to maintain their residence in Mart, Texas will be given a three (3) hour call if they file a request. Carrier will bear expense of the call to the employee's listed telephone number.
- (3) The provisions of the Letter of Understanding attached to National Mediation Board Case No. A-8374 will be applicable with the following understandings:
  - (A) The date listed in the third Paragraph should read "December 1, 1969" instead of "December 1, 1968."
  - (B) Any increase in the amount of time trains are delayed due to eating caused by the crew will be deducted from duty time in computing the average between December 1, 1968 and November 30, 1969.  
(Modified By October 31, 1985 National Agreement)

**Excerpts Covering The Movement Of Sellers  
Thru Freight Terminal To Houston  
September 10, 1925**

The following terms and provisions have been mutually agreed upon by the parties to be truly and faithfully observed by them, namely:

**ARTICLE V**

Through freight crews consuming forty-five (45) minutes, or more, cumulative time, setting out, picking up or placing cars at either Spring or Sellers, or both, will be allowed local rates for the entire trip. This not to prejudice the application of the conversion rule or turnaround provisions of the agreements.

Effective September 10, 1925.

**Moving Terminal Facilities From  
San Fernando to South San Antonio (SoSan)  
August 7, 1963**

The Missouri Pacific Railroad Company proposes to move its principal terminal facilities from San Fernando Yard to South San Antonio Yard (SoSan) at San Antonio, Texas, and to construct such additional tracks and facilities in South San Antonio Yard as may be necessary to meet operational requirements.

After relocation, upon proper notice conductors, brakemen and switchmen will commence and end their tour of duty at the yard office.

**Therefore It Is Agreed:**

1. Yard crews will receive and deliver their engines on designated tracks in the mechanical facilities.
2. Yardmasters will report for duty and go off duty in San Antonio Terminal at points designated by assignment bulletin.
3. Austin Subdivision, Laredo Subdivision and Corpus Christi Subdivision conductors and brakemen operating into and out of South San Antonio Yard will be paid actual mileage of their assignment. This does not apply to the assigned locals on the Austin and Laredo Subdivisions coming under the scope of Article 6(c). Assigned through freight crews on the Corpus Christi Subdivision will continue to be paid on the basis of a 3000 mile monthly guarantee under Article 17 of the Trainmen's Agreement and Article 15 of the Conductor's Agreement.
4. Conductors and brakemen instructed by the Company to deadhead by bus from North Pleasanton to South San Antonio Yard for service will be provided with transportation by taxicab or other conveyance between the bus depot at San Antonio and South San Antonio Yard; this to apply in both directions.

The following agreements are hereby cancelled:

1. Letters of agreement dated September 17, 22 and 24, 1920, pages 19, 20 and 21 of the agreement supplement, covering payment to Laredo Subdivision freight crews (formerly IGN) account picking up and setting out in the south yard of San Antonio Terminal.
2. Agreement dated April 2, 1928, designating on and off duty point for yardmen in the San Antonio Terminal (formerly IGN).
3. Agreement reached in conference with the General Manager at Palestine, December 11, 1962, concerning mileage from Taylor to San Antonio.

All agreements, presently in effect between the parties hereto which are in conflict with the provisions of this agreement are hereby amended, superseded or cancelled.

This Agreement is without prejudice to the position of either party at any other point, and will not establish a precedent.

**Letter of Understanding**

August 7, 1963

(New Yard at SoSan)

(Two (2) Hour Calls and Designated Tracks)

This has reference to our several conferences and agreements made concerning the movement of the principal terminal facilities from San Fernando Yard to South San Antonio Yard at San Antonio, Texas following the relocation and completion of the necessary terminal facilities at South San Antonio Yard (SoSan).

Locker rooms and sufficient parking area will be provided in the south yard in line with the print shown you in conference today. Further, the Carrier will arrange to give employees at South San Antonio a two (2) hour call when such is requested in writing. Yard enginemen will receive their engines on the northly half of the four engine tracks, and a board will be maintained showing the number of the engine on which they will begin service.

**NOTES**

# **Common Articles of Agreements That Apply to Both Road and Yard**

## **ARTICLE C-1 VACATIONS**

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

### **Section 1.**

- (a) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed at 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See Note below.)

- (b) Effective January 1, 1973, each employee, subject to the scope of the schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other service shall be computed as 1.2 days, for purpose of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See Note below.)

- (c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of



three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

- (d) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

**(The Note referred to in Sections 1(c) and 1(d) reads as follows:**

"Note - In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed."

- (e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours

paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See Note below.)

Beginning with the year 1970 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See Note below.)

**Note:** In the application of Sections 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) In dining car service, for service performed on and after July 1, 1949—each 7 ½ hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a), (b), (c), (d) and (e).

(g) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

(See 1996 National Agreement Article V, Section 2, Paragraph (b) on Page 218)

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for Sections 1(a), (b), (c), (d) and (e), respectively.

(h) Where an employees is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4000) basic days under Section 1(e).

(i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.
- (l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days in which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1(a), (b), (d) or (e) and (j) hereof.

**Section 2.**

Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

**General**

- (a) An employees receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(l) ) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' at the rate of the last service rendered, except as provided in subparagraph (b).
- (b) Beginning on the Date Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the United Transportation Union, are concerned:

**Yard Service**

- (1) An employees receiving a yacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(l)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

**Combination of Yard and Road Service**

- (2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(l)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service

with pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

**Note:** Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

**Section 3.**

Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any such schedules.

**Section 4.**

Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

**Section 5.**

The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedules agreements.

**Section 6.**

Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period, but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

**Section 7.**

- (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.
- (b) After the vacation begins layover days during the vacation period shall be counted as part of the vacation.

**Section 8.**

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children in his estate, in that order of preference.

**Section 9.**

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

**1996 National Agreement, Appendix D, Document "A"**  
**ARTICLE V - BENEFITS ELIGIBILITY**

**Section 2 - Vacation Benefits**

Existing rules governing vacations are amended as follows effective January 1, 1997:

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

**Note:** It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.
- (e) An employee may make up to two splits in his annual vacation in any calendar year.
- (f) An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.
- (g) Existing rules and practices regarding vacations not specifically amended by this Section, including (but not limited to) scheduling of vacations, shall continue in effect without change.

**Memorandum of Agreement**  
**April 29, 1949**  
**(Vacation Credits, How to Figure)**

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, runaround and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip	150 miles
2nd trip	140 miles
3rd trip	120 miles
4th trip	150 miles
5th trip	<u>140 miles</u>
Total	700 miles

will be credited with seven basic days.

8. An employee in freight service makes a trip of 80 miles in eight (8) hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short turn around passenger service, makes a trip of 100 miles or less, on duty eight (8) hours within a spread of nine (9) hours, will be credited with 1 basic day.
11. A trainman in short turn around passenger service, makes a trip of 150 miles or less, on duty eight (8) hours within a spread of nine hours, will be credited with one (1) basic day.
12. A trainman in short turn around passenger service, makes a trip of 150 miles or less, total spread of time ten (10) hours, on duty eight (8) hours within the first nine hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight (8) hours under the held away from home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

**Memorandum Agreement**  
January 18, 1956  
(Vacation Carried from Other Crafts)

**Interpretation Of Continuous Service Provisions  
Of Section 1 Of Vacation Agreement**

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five (5) or fifteen (15) or more years of continuous service, as the case may be, where the employee transferred in service to a position Subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided here was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

**Split Vacation Agreement  
Road Service**

Brakemen: Signed 10-31-66    Conductors: Signed 11-4-66

1.    (a)    Conductors who qualify for three weeks' vacation under the provisions of the April 29, 1949 Vacation Agreement, as amended, will, upon request, be permitted to split vacations by taking one week and a two week period in any calendar year subject to the provisions of this agreement.
- (b)    Conductors who qualify for four weeks' vacation under the provisions of the April 29, 1949 Vacation Agreement, as amended, will, upon request, be permitted to split vacations by taking two vacation periods of two weeks each in any calendar year subject to the provisions of this agreement.
2.    Employees desiring to take vacations in two periods must make written application therefor during the periods when applications for vacations are being accepted.
3.    When two periods are requested, only one of such periods will be assigned during the period May 1 to September 30. (Does not apply to switch engines)
4.    Section 6 of the 1949 Vacation Agreement provides in part:  
  
      "Due regard, consistent with requirements of the service, shall be given to the preference of the employees in his seniority order in the class of service in which engaged when granting vacation."  
  
      In applying the principle quoted above, consideration will be given to only one period of a split vacation in assigning vacations. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees have been assigned one vacation period in accordance with the principle quoted above, the remaining split vacations will be assigned to available unassigned periods with due regard to the employee's desires in his seniority order consistent with the requirements of the service.
5.    In view of permitting split vacations, it is understood the length of the entire vacation will be no greater than the length of vacation to which the employee is entitled at the time the first portion of the vacation is taken.

6. In the application of Section 2(c) of the Vacation Agreement, the vacation allowance to an employee who splits his vacation as provided in this Agreement will be on the same basis in the second period of his vacation as in the first period of his vacation, the same as if the vacation had not been split.
7. The Carrier will assume no additional expense in granting vacations as a result of this vacation agreement. Where relieving of a conductor for vacation incurs deadheading, the Carrier will only be required to pay in connection with the first vacation period in which deadhead occurs.
8. All other provisions of the April 29, 1949 National Vacation Agreement, as amended, will apply without change.

This agreement shall be cancelled automatically upon the service of thirty (30) days' written notice by either party of a desire to cancel the agreement, and the serving of such notice shall have the effect of reinstating the application of the April 29, 1949 Vacation Agreement, as amended, at the expiration of the thirty (30) days in exactly the same manner as if this agreement had not been written.

Effective with Year 1967

**Letter of Understanding**  
 Conductors: August 3, 1956  
 Brakemen: September 24, 1956  
 (Working First or Last Day of Vacation)

**IT IS AGREED, \* \* \*** that in the application of Section 7(a) of the National Vacation Agreement when a regular brakeman/conductor works the first day of his vacation period in order TO AVOID LOSS OF TIME on his regular assignment he will not be permitted to go out the last day of his vacation period TO AVOID LOSS OF TIME on his regular assignment. In other words, a regular brakeman/conductor should be permitted to work either the first or last day of vacation TO AVOID LOSS OF TIME but not be permitted to work both the first and last day.

This agreement shall remain in effect until cancelled on thirty (30) days written notice from either party to the other.

**Letter of Understanding**  
 June 28, 1966  
 (Marking up After Vacations)

An employee represented by Brotherhood of Railroad Trainmen (BRT) when off on vacation will be required to report for duty just the same as if he had been laying off, and will not be placed on his assignment or the extra board automatically at the end of his vacation period.

This agreement shall become effective July 1, 1966.  
 Signed at Houston, Texas, this 28th day of June, 1966.

**Letter of Understanding**  
 December 3, 1962  
 (Vacation Pay When Dismissed)

Mr. John L. Purdum  
 Mr. V. O. Niles

Some discussion has been had concerning the cases of employees being dismissed for service as to when their vacation allowance should be paid to them. The vacation allowance mentioned here is that vacation which the employee has earned under the National Vacation Agreement prior to his dismissal.

*Letter of Understanding  
 12-3-62  
 continues on Pg 222*



AGREED TO INTERPRETATION OF  
ARTICLE C-1  
VACATIONS

Within the Houston Hub vacations will be assigned by Local Chairpersons and the Regional CMS Director or designated representative.

Annual vacations will be scheduled January 1<sup>st</sup> to December 31<sup>st</sup> and assigned evenly throughout the year.

In the event of a dispute as to the number of conductors, brakemen and switchmen that will be permitted to observe vacation in a particular period, the maximum and minimum number will be calculated by adding the number of vacation units of all conductors, brakemen and switchmen in the vacation grouping and dividing the total by 52. The full unit below the decimal will be the minimum number and the full unit above the decimal will be the maximum number that may be assigned, i.e., 4.5 per week would equate to four (4) as a minimum and five (5) as a maximum.

Vacations are a longevity benefit based on years of service. In scheduling vacations, the order of selection in each vacation grouping shall be by the trainmen with the earliest continuous hire date as a trainman (conductor, brakeman or switchman).

Vacation groupings will be established for each extra board and the assignments protected by that extra board.

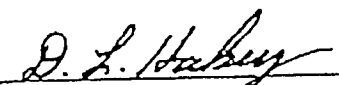
Vacation groupings will be determined by November 1<sup>st</sup> of each calendar year. Trainmen working in that grouping on November 1<sup>st</sup> will be assigned a vacation in that grouping.

Vacation groupings will be assigned the Local Chairperson's user ID and only the Local Chairperson scheduling the vacation will be able to change the vacation.

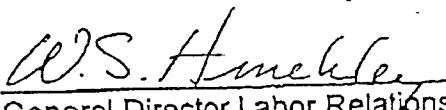
Vacation selection forms will be made available by November 1<sup>st</sup> of each calendar year. Trainmen must forward completed vacation form to the Local Chairperson with jurisdiction for the vacation grouping by November 30<sup>th</sup> of each calendar year. Trainmen failing to submit a form to the Local Chairperson will be assigned a vacation by the Local Chairperson.

The above interpretation and understanding agreed to the 1<sup>st</sup> day of November 1999.

For the Organization:

  
General Chairperson  
United Transportation Union  
Houston Hub (CT&S)

For the Carrier:

  
General Director Labor Relations  
Union Pacific Railroad  
Southern Region

# MEMORANDUM OF AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION  
(HOUSTON HUB)**

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## SINGLE DAY VACATIONS

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### ARTICLE I.

Trainmen may elect to take up to two (2) weeks of his/her annual vacation in single day increments.

### ARTICLE II. APPLICATION.

Trainmen may schedule vacation in weekly increments. Such weekly increments may be scheduled in consecutive weeks.

The start of scheduled weekly increments of vacation may be adjusted three (3) days forward or back to coincide with assigned off days, lay over days or road trips to avoid use of time.

Trainmen may select up to two (2) weeks of vacation to be observed in single day increments. If single day increments have not been observed when the week of vacation is scheduled then trainmen will be required to observe the week of vacation or remaining days of vacation as the case may be, commencing on the initial day scheduled.

**Example:** An employee has a week scheduled beginning November 1 and designates same as the split week. If all five (5) days have not been taken by November 1, the balance will commence November 1 for the remaining days not taken.

In observing single days of vacation regular yard assignments, yard extra boards and five (5) day road assignments will be granted a maximum of ten (10) days of single day vacation (five (5) days per week). All other road assignments, road extra boards (conductor and brakemen) and combination extra boards will be granted fourteen (14) days of single day vacations (seven days per week).

221-B

The Carrier will be notified forty-eight (48) hours in advance of the employees desire to take the one (1) day. This, however, will not restrict the Carrier from allowing the one (1) day vacation with less notice if working conditions are acceptable. It is recognized that exigencies of the service may create practical difficulties in allowing one (1) day vacations and the Carrier preserves the right to deny such requests.

The class of service assigned (regular yard service, yard extra board, five (5) day road assignment, other road assignment, road extra board (conductor or brakeman) or combination extra board) when the first day of single day vacation is observed will determine the number of single days of vacation the trainman will be entitled for the year and will determine the method of payment.

### ARTICLE III. MARK UP.

Single days of vacation will be granted by CMS and will begin when granted and end twenty-four (24) hours later.

Trainmen will be automatically marked up for service upon the expiration of the twenty-four hour period.

Trainmen will not be subject to call while observing a single day vacation.

EXAMPLE: A trainman is granted a single day vacation at 1:00 PM on March 14, 2001. The trainman will not be subject to call until 1:00 PM on March 15, 2001.

- Q. Under the above example may the trainman be called at 12:15 PM on March 15, 2001 for service at 1:45 PM on March 15, 2001.
- A. No. The trainman is not marked up for service until 1:00 PM on March 15, 2001 and therefore is not subject to call.

### ARTICLE IV. PAYMENT.

Yard and road trainmen assigned to five (5) day assignments and yard extra boards will be paid 1/5th of 1/52nd of the previous year's earnings or a basic days pay at the rate of last service rendered prior to observing the first day of single day vacation, whichever is greater, regardless of when the single days of vacation are observed. If an employee is paid a basic day, this will set the rate for each single day of vacation the employee takes.

- Q. Will trainmen on five (5) day assignments (yard and road) and yard extra boards assigned a vacation in weekly increments and observing single days of vacation be required to observe seven (7) days of single day vacation?

A. No. Trainmen on five (5) day assignments (yard and road) and yard extra boards will be compensated at a rate of 1/5th of 1/52nd of the previous year's earnings or a basic days pay at the rate of last service rendered prior to observing the first day of single day vacation for each day of single day vacation and will only be required to observe five (5) days of single day vacation per week.

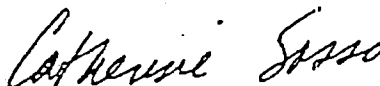
This agreement is entered into 1<sup>st</sup> day of June, 2000 and shall become effective January 1, 2001 for the 2001 vacation schedule.

For United Transportation Union:

For Union Pacific Railroad:



L. L. Overton  
General Chairman, UTU



C. J. Sosso  
Director Labor Relations, UPRR

# MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION

\*\*\*\*\*  
**VACATION AGREEMENT ADMINISTRATION MODIFICATIONS**  
\*\*\*\*\*

Union Pacific Railroad Company (hereinafter "UP," "Company" or "Carrier" and the United Transportation Union (hereinafter "UTU" or "Organization") acknowledge that, because of the various rail mergers and consolidations, different practices and applications of some agreement provisions have evolved. Consequently, the parties recognize there is a benefit to both UP and its employees to have a more uniform and standardized method for applying certain agreement provisions. This agreement is thus a part of an effort to standardize system-wide the handling of certain agreement provisions:

UP and UTU jointly desire to modify, streamline and standardize agreement provisions governing the qualification for, and scheduling of, trainmen/yardmen vacation benefits. Accordingly, **IT IS AGREED:**

## ARTICLE I. CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2003, Article III, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the January 27, 1972 UTU National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation week(s) a former non-operating craft employee will qualify for if he/she is employed in train service.

**Example:** A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in train service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements,

necessary in qualifying for vacation weeks as a trainman for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining the number of weeks of vacation he/she would be entitled as a trainman. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement."

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon transferring to train service. In the calendar year a transfer to train service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before transferring, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to transferring to train service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with train service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as train service for qualifying purposes.

## **ARTICLE II. VACATION SPLITS**

Commencing January 1, 2003 – i.e., for vacation benefits for calendar year 2003 – employees may request the maximum number of splits to allow for a weekly scheduling of their allotted vacation weeks. Such splits shall not be in less than one-week increments. (Example: a maximum of four splits will be allowed for an employee qualifying for five (5) weeks of vacation.)

## **ARTICLE III. SINGLE DAY VACATION ALLOTMENT**

- A. Commencing January 1, 2003, employees having less than three (3) weeks of single day vacations may designate up to three (3) weeks of their allotted number of vacation weeks to be utilized as single vacation day(s).

**NOTE:** Employees already entitled to more than three weeks of single day vacations, if any, will retain their present entitlement.

- B. All single vacation days will be scheduled. If they are scheduled in a one-week block (or two or three-week block), employees can use single days

from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken at the scheduled time.

- C. 1. A week of single day's vacation for employees holding regular yard service assignments and extra lists protecting yard service exclusively shall consist of five (5) days.
- 2. A week of single day's vacation for employees holding positions in road service or on combination road/yard extra boards shall consist of seven (7) days.

#### **ARTICLE IV. VACATION GROUP**

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6)-month qualification measurement period. The qualification measurement period shall be April 1 through September 30.

**NOTE:** This does not affect arrangements under which craft (i.e., engineer, hostler, and train service) is determined for vacation scheduling purposes.

- B. The provisions of this Article IV shall not serve to alter existing practices or Agreement provisions governing vacation groupings and other matters regarding the scheduling of vacation.

#### **ARTICLE V. GENERAL AND SAVINGS CLAUSES**

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
- B. In the event the provisions of this Agreement conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
- C. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to, scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.


- D. This agreement is made without prejudice to the position of either party, will not be referred to in connection with any other agreement (local or national) and shall remain in effect subject to revision pursuant to the provisions of the Railway Labor Act.

SIGNED THIS 18<sup>th</sup> DAY OF DECEMBER, 2002 IN SPRING, TEXAS

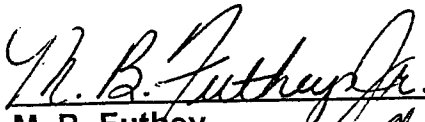
FOR THE ORGANIZATION:


  
\_\_\_\_\_  
L. L. Overton  
General Chairman

FOR THE CARRIER:

  
\_\_\_\_\_  
R. P. Gundry  
Director - Labor Relations

Approved:

  
\_\_\_\_\_  
M. B. Futhey  
Vice President - UTU *ajm*

  
\_\_\_\_\_  
A. T. Olin  
General Director - Labor Relations



# UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street  
Omaha, Nebraska 68179



December 18, 2002

File No. 2210.1

2210.20

2210.60

Mr. L. L. Overton  
General Chairman - UTU  
400 Randal Way, Suite #102  
Spring, Texas 77388

Dear Sir:

This will confirm our discussion concerning the intent of Article V, Item A of the December 18, 2002 Vacation Administration Modification Agreement reading:

"The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof."

The purpose of this section is to keep the Vacation Administration Modification Agreement cost neutral with respect to protection and administration costs. However, the application of this section is intended to be without prejudice to the positions of either party with respect to existing Labor Protection or Timekeeping administrative practices, i.e., manner in which the Protection Administration Group or Timekeeping applies offsets to guarantee which the Organization does not concur. Such disputes will be resolved through the normal grievance process with this agreement having no impact on the position of the parties.

If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,

A handwritten signature in cursive script that reads "R. F. Guidry".

R. F. Guidry

Agreed:

A handwritten signature in cursive script that reads "L. L. Overton".

L. L. Overton  
General Chairman - UTU

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street  
Omaha, Nebraska 68179



December 18, 2002

File No. 2210.1

2210.20

2210.60

Mr. L. L. Overton  
General Chairman - UTU  
400 Randal Way, Suite #102  
Spring, Texas 77388

Dear Sir:

This will confirm our discussion concerning the intent of Articles II and III of the December 18, 2002 Vacation Administration Modification Agreement.

The parties are in agreement single day vacation allotments and/or weekly splits scheduled, assigned and/or granted pursuant to the Vacation Modification Agreement does not extend additional vacation time or deprive any employee of vacation earned as provided by the National Vacation Agreements.

For example, an employee qualifying for only two weeks of vacation in a calendar year may designate only two weeks to be utilized as single days. Article III, Item A does not grant additional weeks or single days beyond that provided by the National Vacation Agreement.

If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,

A handwritten signature in cursive script that reads "R. P. Guidry".

R. P. Guidry

Agreed:

A handwritten signature in cursive script that reads "L. L. Overton".

L. L. Overton  
General Chairman - UTU

**AGREED UPON INTERPRETATION OF  
ARTICLE VII OF THE UTU NATIONAL AGREEMENT  
DATED AUGUST 20, 2002**

between

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION**

\*\*\*\*\*

**AUTOMATIC MARK-UP INTERPRETATION**

\*\*\*\*\*

On July 24, 2004, Union Pacific Railroad Company ("UP") served notice pursuant to Article VII of the 2002 UTU National Agreement on the United Transportation Union ("UTU") advising of its intent to negotiate an agreement providing, "...for the automatic mark up of employees for service after the expiration of any period of authorized or approved time off...."

Pursuant thereto, the parties have negotiated an agreement governing the manner, considering existing scientific data regarding rest and fatigue abatement, in which trainmen/switchmen/firemen/hostlers will be automatically marked up for service upon expiration of their authorized or approved absence. Accordingly, **IT IS AGREED:**

- I. Trainmen/switchmen/firemen/hostlers will be automatically marked up for service upon expiration of any period of time off (absence) authorized or approved by UP on account of personal illness, Family and Medical Leave Act, personal leave days, vacations, or any other time off.
- II. Trainmen/switchmen/firemen/hostlers marked up for service pursuant to this Agreement will be governed by the following:
  - A. Trainmen/switchmen/firemen/hostlers, except those assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, will be automatically marked up upon expiration of the authorized or approved duration of their absences.

**NOTE 1:** ~~For purposes of applying this Agreement, an absence shall not be authorized or approved for a duration of less than twenty-four hours. This shall not preclude, however, an employee from marking up (returning to service) before expiration of the authorized or approved absence, subject to applicable Agreement rules providing for a minimum layoff period, if any.~~

**NOTE 2:** The provisions of this Agreement are not intended to modify existing rules, if any, governing calling periods.

**EXAMPLE:** Employee A requests and is approved or authorized to lay off for 24-hours commencing at 2:00 p.m. on Wednesday. UP will advise Employee A that he/she will be automatically marked up at 2:00 p.m. on Thursday. Accordingly, Employee A is marked up at 2:00 p.m. on Thursday and will be available for an assignment that starts at or subsequent to 3:30 p.m. (assuming Employee A is to be given a 90-minute call).

- B. If additional time off is required (extension), the trainman/switchman/fireman/hostler must contact the appropriate UP representative (Crew Management Services ("CMS") or its designated representative(s)) prior to expiration of his/her current authorized or approved absence to request the extension.
- C. Trainmen/firemen assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, whose authorized or approved absences are less than 72 hours will be automatically marked up upon expiration of the authorized or approved duration of their absences.
- D. Trainmen/firemen assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, whose authorized or approved absences are 72 hours or greater and expire between 8:00 a.m. and 10:30 p.m. will be automatically marked up upon expiration of their authorized or approved absences.
- E.
  - 1. Trainmen/firemen assigned in pool (unassigned) freight service or to a road extra board, including a combination extra board, whose authorized absences are 72 hours or greater and expire between 10:31 p.m. and 7:59 a.m. will be automatically marked up upon expiration of their authorized or approved absences but will not be called for assignments that start prior to 8:00 a.m. Trainmen/firemen covered by this Section E will be available for service for assignments starting subsequent to 7:59 a.m. -- i.e.; marked-up trainmen/firemen can be called prior to 8:00 a.m. for an assignment that starts subsequent to 7:59 a.m.
  - 2. The freight pool turn or extra board position occupied by a trainman/fireman covered by Section E, Paragraph 1 above, will continue to rotate within the pool or extra board during the period he/she is unavailable for service pursuant to this Section E, Paragraph 1 (his/her mark up between 10:31 p.m. and 7:59 a.m.) except that if his/her pool turn or extra board position reaches the first-out position before he or she is available for service the trainman/fireman's pool

turn or extra board position will be held in the first-out position until he/she is available for service or call.

**Question:** Do the provisions of this Agreement modify existing collective bargaining agreement rules governing the placement of an employee's turn or of an extra employee that is marked up pursuant to this Agreement?

**Answer:** No, except as expressly provided in Section E, Paragraph 2.

- F. 1. a. The time between when a trainman/fireman marks up for service and the time when said trainman/fireman is available for service pursuant to Section E, above, will not be considered as "unavailable" or "absence time" for purposes of determining applicable guarantee benefits or labor protection payments due said trainman/fireman, if any, and will not be used to offset applicable guarantee or labor protection payments.
- b. In determining the number of layoff occurrences a trainman/switchman/fireman/hostler makes during a payroll period, a continuous period of unavailability for call shall count as only one occurrence regardless of the number of timely requests (requests made before expiration of the previously authorized or approved time off) that are made by the trainman/switchman/fireman/hostler for extension of the time off.

**EXAMPLE 1:** A trainman/switchman/fireman/hostler is authorized or approved to be off for 48 hours off "personal" (status code: LP). Forty-seven hours later, the employee requests a 24-hour extension, which is approved. Since this continuous absence is an extension, this constitutes one occurrence and 72 hours of unavailability.

**EXAMPLE 2:** A trainman/switchman/fireman/hostler is authorized or approved to be off for 72 hours off "personal" (status code: LP). 75 hours later the trainman/switchman/fireman/hostler requests and is granted another 24 hours "personal" (status code: LP). Since this request was not made prior to expiration of the previously authorized or approved time

off, this constitutes two occurrences and 96 hours of unavailability.

**NOTE:** Except as specifically provided herein, nothing in this Agreement shall modify existing rules or practices regarding the handling of offsets to guarantee or labor protection.

- III. A. The purpose of this Agreement is to implement the provisions of the UTU National Agreement providing for automatic mark up. Nothing in this Agreement changes the method an employee must use to receive authorized or approval to be absent.
1. This Agreement is not intended to supercede existing legal or contractual obligations for employees being granted time off.
  2. Existing Agreement provisions requiring sufficient employees to provide reasonable layoff provisions remain in full force and effect and are unaffected by this Agreement.

**QUESTION:** Are there circumstances or situations in which an employee may be automatically laid off or unavailable for service without first making an appropriate and proper request to be off (unavailable)?

**ANSWER:** No, except that the parties recognize there are situations in which an employee through no fault of his or her own or due to an emergency situation, may legitimately not able to make an immediate and proper request to be off. (See also Side Letter No. 2.)

**QUESTION:** Is UP obligated to automatically approve an employee's request to lay off?

**ANSWER:** No; however approvals, including decisions on the duration of an absence, will be determined by the nature of the employee's request, the employee's specific needs, UP's service obligations/needs and applicable legal or Agreement requirements.

- B. When UP designates representatives other than CMS to determine whether requests for time off are approved or authorized, such designee must be identified and readily available, with telephone numbers of the designee(s) provided to the employee so the designee(s) can be contacted to make such determinations. In the event a designee is not available and does not respond to the employee's request within 30 minutes, the employee's request for time off will be handled by CMS, consistent with the needs of UP's service and applicable legal or Agreement requirements.

- IV. In the event the provisions of this Implementing Agreement conflict with the provisions of existing collective bargaining agreement rules, provisions and/or practices, the terms and conditions of this Agreement will govern.
- V. The use of the terms "employee", "trainman/switchman/fireman/hostler", "trainmen/switchmen/firemen/hostlers", "trainmen/fireman", or "trainmen/firemen" individually and/or collectively refer, as appropriate, to all classes and crafts of employees in which UTU is the legally designated representative on UP. The use of any of the terms identified herein specifically includes any employee who is undergoing (receiving) training or is a designated trainee, including but not limited to, brakeman-in-training, conductor (or foreman)-in-training and firemen-in-training. Accordingly, the provisions of this Agreement shall apply to all employees working in crafts represented by UTU.
- VI. A. Except as specifically provided in Section C of this Article VI, the rest period at the home and away-from-home terminals for employees assigned to, or working in, pool (unassigned) freight service or to road or combination extra boards shall be governed by the following:
1. An employee completing his or her tour of duty (tied-up) at his or her home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work or deadhead out of the home terminal until expiration of the ten-hour undisturbed rest period.
  2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work or deadhead out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.
- NOTE:** UP may contact an employee during the ten-hour rest period to advise of the abolishment or annulment of his or her assignment, displacement from a job (bumped), assignment to a new position/job, an emergency or other notice or contact required by existing Agreement rules.
3. This Agreement shall not preclude UP from giving an employee a "four-hour release" (also known or referred to as an "interim release," a "four-hour or more release," or "aggregating service") in accordance with existing legal and collective bargaining agreement requirements, if any.
  4. The rest period provided pursuant to this Article VI, Section A shall commence coincident with the employee's completion of his or her tour of duty and shall run concurrent with the rest period provided pursuant to the Hours-of-Service Act.

- B. Existing Agreement rules, or those portions thereof, that provide employees with an opportunity or election to take a rest period at the home terminal or away-from-home terminal that is less than that provided in Section A of this Article VI shall be inapplicable and of no future force or effect.

**NOTE:** The parties specifically intend that only the portion(s) of existing rest rules that allow employees to take a rest period at the home terminal or away-from-home terminal for a period greater than that afforded by this Agreement -- i.e., 10 undisturbed hours -- are to remain in effect following implementation of this Agreement.

**EXAMPLE:** An existing rule gives employees assigned to a freight pool an option to take a rest period at the home terminal of 8 undisturbed hours, 10 hours (no undisturbed rest), 10 undisturbed hours, 12 hours (no undisturbed rest) or 12 undisturbed hours. If the call time at the location is 2 hours (or less), the "8 undisturbed hours" and "10 hours (no undisturbed rest)" options of this rule would not be available to an employee covered by this Article I because the options would give the employee a rest period less than that what they would receive from this Agreement -- i.e., 10 undisturbed hours rest.

**QUESTION:** Are there any situations or circumstances in which an employee covered by this Article VI can or will receive less than ten undisturbed hours rest at his or her home or away-from-home terminals?

**ANSWER:** Unless the employee is aggregating his or her service (e.g., given a "four-hour release," a "four-hour or more release" or an "interim release") or the option set forth in Section C of this Article VI, below, has been exercised, no employee covered by this Article VI will be given a rest period at the home or away-from-home terminals of less than ten undisturbed hours.

- C. The away-from-home terminal rest period specified in Article VI, Section A, Paragraph 2, above, may, at UTU's option, be reduced for a specific freight pool, and all runs protected by said pool, from ten undisturbed hours to eight undisturbed hours, subject to the conditions set forth below:

1. The away-from-home terminal rest period shall be the same for all employees working on any run(s) protected by the involved freight pool -- i.e., ten undisturbed hours or, if the option set forth in this Article VI, Section C is exercised, eight undisturbed hours.



2. Except for the change in the duration of the undisturbed rest period at the away-from-home terminal, all other provisions of this Agreement are unaffected by UTU's exercise of this option.
- D. The exercise of the option set forth in Section C of this Article VI shall be governed by the following:
1. This option may be exercised no sooner than sixty days following the effective date of this Agreement.
  2. The exercise of this option or an agreement to return the away-from-home terminal rest period to ten undisturbed hours may be made only once in a twelve-month period.
  3. The General Chairperson must advise UP in writing of its desire to exercise this option. Said notice must identify the involved freight pool(s) and propose a suggested effective date for the involved change(s). UP and UTU will agree on the effective date for the change(s), which will not be more than thirty days from the date of UTU's notice. The UTU Local Chairperson(s) shall be responsible for advising affected employees of the change in the away-from-home terminal rest period.

**QUESTION:** Will the additional rest time provided pursuant to this Article VI be used as an offset against an employee's labor protection or guarantee benefits, if any?

**ANSWER:** No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

**QUESTION:** Will an exercise of the option to change the away-from-home terminal rest time from eight undisturbed hours back to ten undisturbed hours in accordance with Section C of this Article VI and the resultant increase in rest time at the away-from-home terminal be used as an offset against an employee's labor protection or guarantee benefits?

**ANSWER:** No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

VII. The parties are fully cognizant of their respective rights and obligations with regard to Union Officers' (other than full-time) need to be off to conduct union business. This implementation of Article VII of the UTU National Agreement dated August 20, 2002 is not intended to alter these rights and obligations. It is, however, understood that Union Officers (other than full time) are expected to provide information to CMS, or its designated representative, as to the anticipated duration of such absences and to contact CMS to advise if they are going to need to extend such absences. This Article VI contemplates a reasonable application of the intent of this interpretation by both parties.


VIII. UP shall give not less than a ten-day advanced written notice to the appropriate General Chairperson(s) advising of its intent to implement this Agreement.


SIGNED THIS 7 TH DAY OF March, 2005, IN OMAHA, NEBRASKA

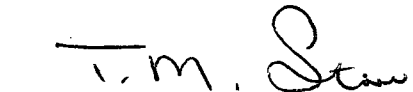
FOR THE UNITED TRANSPORTATION  
UNION:

FOR UNION PACIFIC RAILROAD  
COMPANY:


This "Agreed Upon Interpretation of Article VII of the 2002 UTU National Agreement dated August 20, 2002" is a proper and consistent interpretation of the terms set forth in said Article VII.

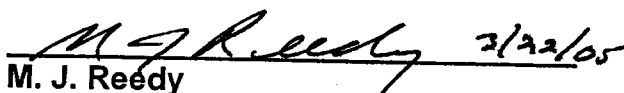
  
S. F. Boone  
Director - Labor Relations

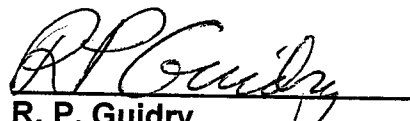
  
P. C. Thompson  
International President

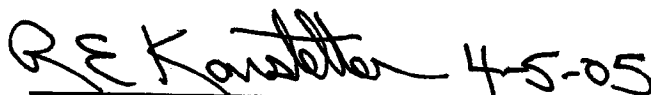
  
T. M. Stone  
Director - Labor Relations

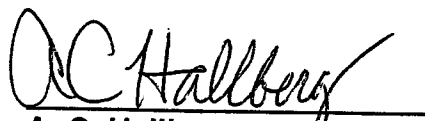
  
D. L. Hazlett  
General Chairperson


  
R. D. Rock  
Director - Labor Relations

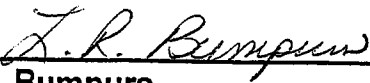
  
M. J. Reedy  
General Chairperson

  
R. P. Guidry  
Director - Labor Relations

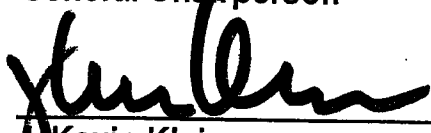
  
R. E. Karstetter  
General Chairperson

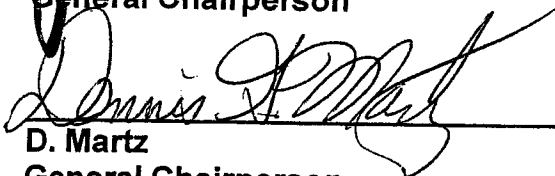
  
A. C. Hallberg  
Director - Labor Relations

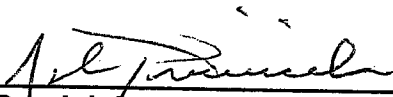
  
A. Terry Olin  
General Director - Labor Relations

  
\_\_\_\_\_  
**L. R. Bumpurs**  
General Chairperson

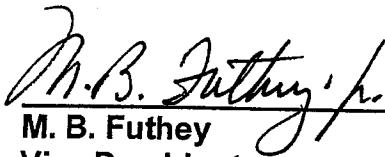
  
\_\_\_\_\_  
**T. L. Johnson**  
General Chairperson


  
\_\_\_\_\_  
**J. Kevin Klein**  
General Chairperson

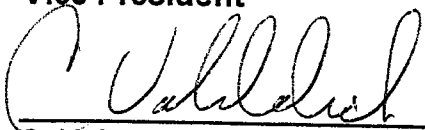
  
\_\_\_\_\_  
**D. Martz**  
General Chairperson

  
\_\_\_\_\_  
**J. Previsich**  
General Chairperson

**APPROVED:**

  
\_\_\_\_\_  
**M. B. Futhey**  
Vice President

  
\_\_\_\_\_  
**A. Martin, III**  
Vice President

  
\_\_\_\_\_  
**C. Vahldick**  
Vice President

**SIDE LETTER NO. 1**

Mr. L. R. Bumpurs  
General Chairperson  
United Transportation Union  
400 Randal Way, Suite #102  
Spring, TX 77388

Mr. D. L. Hazlett  
General Chairperson  
United Transportation Union  
5990 SW 28<sup>th</sup> Street, Suite F  
Topeka, KS 66614-4181

Mr. T. L. Johnson  
General Chairperson  
United Transportation Union  
4411 Old Bullard Road, Suite #600  
Tyler, TX 75703

Mr. J. Kevin Klein  
General Chairperson  
United Transportation Union  
501 Mission Street, Suite A  
Santa Cruz, CA 95060

Mr. R. E. Karstetter  
General Chairperson  
United Transportation Union  
4702 West Commercial Drive, Suite A  
North Little Rock, AR 72116

Mr. D. Martz  
General Chairman  
United Transportation Union  
13384 E. 10500 N. Road  
Grant Park, IL 60940

Mr. M. J. Reedy  
General Chairperson  
United Transportation Union  
307 West Layton Avenue  
Milwaukee, WI 53207-5927


Mr. John Previsich  
General Chairperson  
United Transportation Union  
7960B Soquel Drive, #381  
Aptos, CA 95003


Gentlemen:

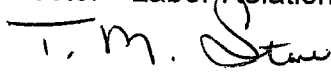
This has reference to our discussions in connection with the "Agreed Upon Interpretation of Article VII of the UTU National Agreement dated August 20, 2002 between Union Pacific Railroad Company and the United Transportation Union," dated March 7, 2005.

During the parties' negotiations, UTU voiced a concern that following execution of the Implementing Agreement referenced above, UP might adopt a position that this Implementing Agreement was sufficient to address fatigue abatement issues. This letter will confirm UP's commitment to work with UTU to explore in good faith feasible, effective, and scientifically validated approaches for reducing fatigue at locations or in operations where legitimate evaluations and data suggest UP's UTU-represented employees are not obtaining sufficient or proper rest opportunities.


If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.


  
R. D. Rock  
Director - Labor Relations

  
S. F. Boone  
Director - Labor Relations

  
T. M. Stone  
Director - Labor Relations

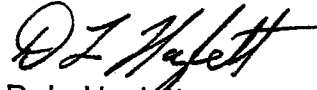
Sincerely,

  
R. P. Guidry  
Director - Labor Relations

  
A. C. Hallberg  
Director - Labor Relations

  
A. Terry Olin  
Director - Labor Relations


**AGREED:**


  
D. L. Hazlett  
General Chairperson

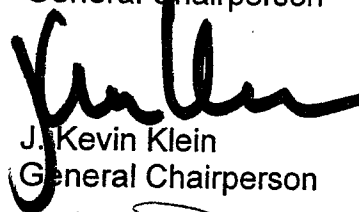
  
M. J. Reedy  
General Chairperson

  
R. E. Karstetter  
General Chairperson

  
D. Martz  
General Chairperson

  
L. R. Bumpurs  
General Chairperson

  
T. L. Johnson  
General Chairperson

  
J. Kevin Klein  
General Chairperson

  
J. Previsich  
General Chairperson

**SIDE LETTER NO. 2**

Mr. L. R. Bumpurs  
General Chairperson  
United Transportation Union  
400 Randal Way, Suite #102  
Spring, TX 77388

Mr. D. L. Hazlett  
General Chairperson  
United Transportation Union  
5990 SW 28<sup>th</sup> Street, Suite F  
Topeka, KS 66614-4181

Mr. T. L. Johnson  
General Chairperson  
United Transportation Union  
4411 Old Bullard Road, Suite #600  
Tyler, TX 75703

Mr. J. Kevin Klein  
General Chairperson  
United Transportation Union  
501 Mission Street, Suite A  
Santa Cruz, CA 95060

Mr. R. E. Karstetter  
General Chairperson  
United Transportation Union  
4702 West Commercial Drive, Suite A  
North Little Rock, AR 72116

Mr. D. Martz  
General Chairman  
United Transportation Union  
13384 E. 10500 N. Road  
Grant Park, IL 60940

Mr. M. J. Reedy  
General Chairperson  
United Transportation Union  
307 West Layton Avenue  
Milwaukee, WI 53207-5927

Mr. John Previsich  
General Chairperson  
United Transportation Union  
7960B Soquel Drive, #381  
Aptos, CA 95003

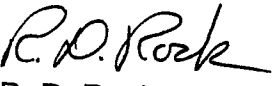
Gentlemen:

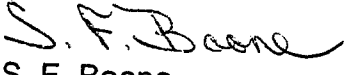
This has reference to our discussions in connection with the "Agreed Upon Interpretation of Article VII of the UTU National Agreement dated August 20, 2002 between Union Pacific Railroad Company and the United Transportation Union," dated March 7, 2005.

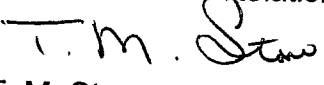
During the parties' discussions UTU voiced concerns that employees laying off could end up in a disciplinary proceedings should the employee fail to be available as prescribed or agreed, through no fault of their own. UTU further explained that consideration must be given to employees that are extremely ill or hospitalized unexpectedly. The same consideration should be extended to employees whose immediate family members become extremely ill or hospitalized unexpectedly.

This letter will confirm the parties commitment to work together to avoid disciplinary proceedings or abuse of these considerations for employees in the above described dilemmas, provided the involved employees provide valid documentation for themselves or their family member(s) regarding the incident(s) or matter(s).


If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

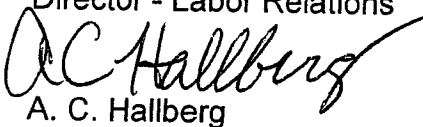
  
R. D. Rock  
Director - Labor Relations

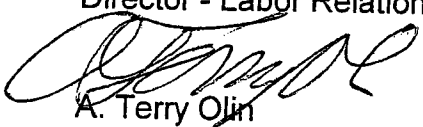
  
S. F. Boone  
Director - Labor Relations

  
T. M. Stone  
Director - Labor Relations


Sincerely,


  
R. P. Guidry  
Director - Labor Relations

  
A. C. Hallberg  
Director - Labor Relations

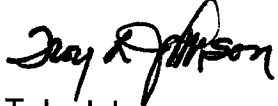
  
A. Terry Olin  
Director - Labor Relations


**AGREED:**

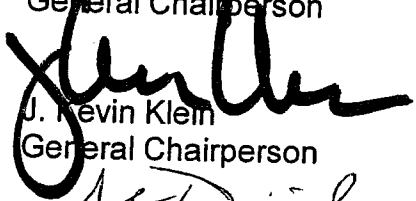
  
D. L. Hazlett  
General Chairperson

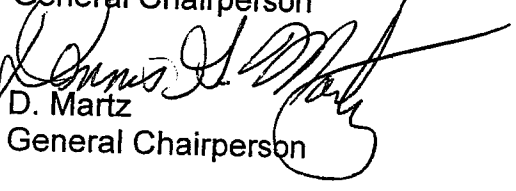
  
L. R. Bumpurs  
General Chairperson


  
M. J. Reedy  
General Chairperson

  
T. L. Johnson  
General Chairperson

  
R. E. Karstetter  
General Chairperson

  
J. Kevin Klein  
General Chairperson

  
D. Martz  
General Chairperson

  
J. Previsich  
General Chairperson



April 7, 2005

Mr. L. R. Bumpurs  
General Chairperson  
United Transportation Union  
400 Randal Way, Suite #102  
Spring, TX 77388

Mr. D. L. Hazlett  
General Chairperson  
United Transportation Union  
5990 SW 28<sup>th</sup> Street, Suite F  
Topeka, KS 66614-4181

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General Chairperson  
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Mr. M. J. Reedy  
General Chairperson  
United Transportation Union  
307 West Layton Avenue  
Milwaukee, WI 53207-5927

Mr. John Previsich  
General Chairperson  
United Transportation Union  
7960B Soquel Drive, #381  
Aptos, CA 95003

Gentlemen:

This letter is in regard to the "Agreed Upon Interpretation of Article VII of the UTU National Agreement Dated August 20, 2002 between Union Pacific Railroad Company and the United Transportation Union," dated March 7, 2005,

Article VIII of the above-referenced "Automatic Mark-Up Interpretation Agreement" requires UP to "... give not less than a ten-day advanced written notice to the appropriate General Chairperson(s) advising of its intent to implement this Agreement." Pursuant thereto, this letter shall serve as UP's notice of its intent to implement the provisions of the "Automatic Mark-Up Interpretation Agreement" on or after May 1, 2005. In connection therewith, we also intend to implement the provisions extending the home and away-from-home terminal rest periods for trainmen at this same time. Finally, and for your information, we will also be implementing a similar automatic mark-up arrangement for engineers on this date.

We will work with representatives of your organization to ensure a smooth and efficient implementation of this accord.

Yours truly,

A. Terry Olin  
General Director

UNION PACIFIC RAILROAD  
1400 Douglas St., Stop 0710, Omaha, NE 68179-0710  
ph. (402) 544-3201 fx. (402) 233-2787  
terryolin@up.com

4-12-05  
11 LC's - UTU/UP - 2005  
S.J. Smithwick Vice - LC 1205

20



UNION PACIFIC RAILROAD COMPANY



May 5, 2005

Mr. T. L. Johnson  
General Chairman  
United Transportation Union  
4411 Old Bullard Road, Suite 600  
Tyler, Texas 75703

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Dear Sir:

This refers to our phone conference, this date, wherein we discussed Article VI, Section A., Item 2 of the March 7, 2005 AUTOMATIC MARKUP INTERPRETATION reading:

2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work **or deadhead** out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.

As we discussed and affirmed, the parties did not intend to include the words "or deadhead" within this Item 2. Therefore, it is agreed Article VI, Section A., Item 2 of the March 7, 2005 AUTOMATIC MARKUP INTERPRETATION shall be modified to read as follows:

2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.

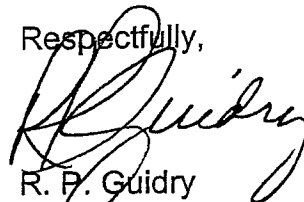
Moreover and in connection therewith, the parties have agreed to the following Question and Answer with respect to undisturbed rest and deadheading out of the home and away-from-home terminal:

**Question 1.** Do I have to be rested to deadhead (separate and apart) out of the home or away-from-home terminal?

**Answer 1.** You do not have to be rested to deadhead separate and apart out of the away-from-home terminal. You do have to be fully rested for a deadhead (separate and apart or in combination with service) out of the home terminal.

If this accurately reflects our understanding, please indicate by signing in the space provided on all three originals and returned one to this office for distribution and execution.

Respectfully,

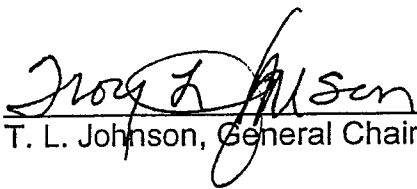


R. P. Guidry  
Director - Labor Relations

Agreed:



L. R. Bumpurs, General Chairman - UTU



T. L. Johnson, General Chairman - UTU

cc Meredith/Olin  
Brazytis/Straub/Key

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



November 2, 1999

D. L. Hakey  
General Chairman UTU  
Suite 102  
400 Randal Way  
Spring, TX 77388

Dear Sir:

On several occasions the Carrier and Organization have made arrangements to allow employees to donate vacation and/or personal leave to a co-worker in need by request. In order to create a more systematic and simple procedure for these donations, the Carrier agrees to allow the Organization to submit the enclosed donation forms when the need arises.

In simplifying this process, the parties agree as follows:

1. This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.
2. No payments will be made in lieu of time donated, to either the Donor or Donee.
3. It is the responsibility of the Local Chairman to collect and submit all donation forms for a given Donee at one time to the Labor Relations Department.
4. This arrangement may terminate upon ten (10) days written notice by either the Organization or Carrier. Furthermore, this arrangement is done without prejudice to the position of either party and shall not be cited as precedent.

If you agree, please so indicate in the designated place on both originals, returning one to the Carrier and distribute this information to your Local Chairmen.

Sincerely,

W. S. Hinckley  
General Director Labor Relations

AGREED:

  
General Chairman UTU

2219

# DONATION OF PERSONAL LEAVE/VACATION DAYS

I, \_\_\_\_\_ (Trainman/Engineman(circle one)) agree to donate  
(Donor's Name)

eligible \_\_\_\_\_ Personal Leave Day(s), and/or \_\_\_\_\_ designated vacation day(s) to

fellow employee \_\_\_\_\_ to be used by the end of this calendar year.  
(Donee's Name)

I understand that this donation cannot be revoked. If the Donee cannot or does not use said donated days by the end of this calendar year, s/he shall forfeit such days. There shall be no payments made in lieu of the days donated, either to the Donor or Donee. In addition, I acknowledge that the days I donate will be deducted from my entitlement at the time of donation and I may not reclaim the days I donate if the Donee does not use them.

Donor and Donee agree to the following:

(a) If donating vacation days:

The scheduled vacation days donor chooses to donate are the following \_\_\_\_\_

(b) Vacation/personal leave days will be paid in consecutive days.

(c) Personal leave days will be deducted beginning with carry-over days.

(d) Vacation days donated will be allowed at the rate of 1/52 of Donee's previous year's earnings but not less than six (6) minimum basic days at the rate of the last service, if road service or five (5) minimum days at the rate of the last service if yard service.

(e) Personal leave days donated will be allowed at the basic standard through freight rate.

(f) Donations are subject to appropriate deductions, i.e. Railroad Retirement Tax, Union Dues, State and Federal Taxes, etc.

(g) **This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.**

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Name of Donee

\_\_\_\_\_  
~~SSN~~ of Donee

Employee 10#

\_\_\_\_\_  
~~SSN~~ of Donor

Employee 10#

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield  
Spring, TX 77373



October 21, 2009

860.10-1  
860.10  
1615-1  
1615-4  
2210-1

Mr. L. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, Texas 77388

Dear Mr. Bumpurs:

This letter serves to confirm our understanding regarding the manner in which employees may be permitted to utilize eligible compensated day(s) on their assigned or unassigned days off and/or layover days.

In connection therewith, UP and UTU agree the following shall apply:

1. Employees wishing to use eligible compensated days (i.e. personal leave, single vacation day, etc.) on their assigned or unassigned day(s) off and/or layover day(s) may contact CMS for authorization or approval for such use to run concurrent with the period of time off. If the employee has not had any non-compensated layoffs in the previous six consecutive days, he or she will be permitted to utilize compensated days on his or her day(s) off.

**NOTE:** For purposes of applying this understanding, compensated time shall not be authorized or approved for any duration exceeding the period of assigned or unassigned day(s) off and layover day(s). This shall not preclude, however, an employee from making such request for compensated time off on traditional work day(s) in accordance with existing agreement provisions and consistent with the requirements of the service.

**EXAMPLE:** An employee works five consecutive days in his work week, has not had any non-compensated layoffs in the previous six

---

calendar days and has assigned two upcoming days off (status code: OF). This employee may use up to two (2) single vacation days (status code: LV) during his or her assigned off days. At the expiration of the two (2) single vacation days, the employee is automatically marked up and available for service.

2. If an employee has not had any non-compensated layoffs in the previous six consecutive days, he or she will be permitted to utilize compensated days on his or her day(s) off for less than the total assigned or unassigned day(s) off and/or layover day(s). Said employee will remain unavailable for service for any remaining assigned or unassigned day(s) off and layover day(s) that is not used as compensated time off.

**EXAMPLE:** An employee works seven consecutive days and is unavailable for subsequent service for a period of seventy-two (72) hours (status code: FR). The employee immediately requests authorization or approval to use two (2) single vacation days (status code: LV) during the first forty-eight (48) hours of unavailability. At the expiration of the two (2) single vacation days, the employee remains unavailable for service (status code: FR) for an additional twenty-four (24) hours pending completion of the total seventy-two (72) hour period of unavailability, at which time the employee is automatically marked up for service.

3. Except where specifically modified herein, the provisions of this understanding are not intended to modify existing practices or rules governing requests for time off on traditional work days and other matters regarding the request for compensated time off.
4. The use of compensated time as set forth herein shall not cause the Carrier to incur any additional expense as a result thereof.
5. In the event the provisions of this understanding conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
6. This understanding will not prejudice the position(s) of either party and will not be cited, referenced or used in any manner by either party or against the other party signatory hereto, with any other case, agreement (local and/or national) and/or dispute resolution.
7. It is understood either party may cancel this understanding by serving a thirty-day (30) written notice to the other.

- 
8. The terms and conditions of this understanding will be placed into effect on November 2, 2009.

If the foregoing accurately reflects our understandings and agreement, please so indicate by affixing your signature and the date in the space provided below; returning one fully executed copy to my office.

Sincerely,



S. F. Boone  
Director – Labor Relations

**AGREED:**

  
L. R. Bumpurs  
General Chairman, UTU

Oct. 24, 2009  
Date

Considering that most dismissals are not permanent in nature, it is agreed that such conductor or brakeman dismissed if he desires his vacation allowance while dismissed will submit a time slip requesting the allowance be made and which the Carrier will pay within 10 days from date received by the timekeeper.

This to be effective on the Gulf District.  
If you concur, will you please affix your signature as indicated.

AGREED:

/s/ John L. Purdum

/s/ D. J. Smith

/s/ V. O. Niles

## ARTICLE C-2 PAID HOLIDAYS - ROAD SERVICE

**Article I Section 2 - June 25, 1964 National Agreement as Amended  
by Article IV of October 15, 1982 National Agreement**

The following provisions shall apply to regularly assigned engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

- a) Each regularly assigned engineer, fireman, hostler and hostler helper represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays when such holidays fall on the assigned work day of the work week of the individual employee:

New Year's Day  
Washington's Birthday  
Good Friday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

(The original paragraph here concerning the effective date was left out and the above list revised from this original Agreement.

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

**Note:** When any of the above listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) Any of the employees described in paragraph (a) hereto who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.



- (c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employees in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.
- (d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereto, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the Carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.
- (e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.  
**(The above number of holidays has been revised to eleven (11) from this 1982 National Agreement since the effective date of January 1, 1983.)**
- (f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

**July 17, 1968 National Agreement  
Article I - Holiday Pay**

**Amendments to the Holiday Pay for Road and Yard Service Employees**

Effective January 1, 1968, the existing rule covering pay for holidays, set forth in Article IV of the Agreement of April 5, 1957 as amended by Article I of the 1960 National Agreement of November 30, 1960 and Article I, Section 1 of the June 25, 1964 National Agreement, and in Article I, Section 2, of the June 25, 1964 National Agreement and the Letter of Understanding dated November 7, 1966, is hereby amended to provide that:

- (a) (Omitted)
- (b) The requirement that a designated holiday must fall on a workday of the work week of the individual employee for him to receive holiday pay will be eliminated by striking out the following language now contained in Section 2(a) of Article IV, Agreement of April 5, 1957, and in Section 2(a) of Article I, Agreement of June 25, 1964:

"... when such holidays fall on an assigned workday of the work week of the individual employee"

and the following language now contained in Section 2(b) of Article IV, Agreement of April 5, 1957, as amended, and in Section 2(c) of Article I, Agreement of June 25, 1964:

"... and the holiday falls on a workday of his assignment,"

and the provisions of Section 1(a) of Article I, Agreement of June 25, 1964 shall also be eliminated.

- (c) (Omitted)
- (d) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away from home operation of the individual's run shall not be considered to be workdays for qualifying purposes.
- (e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day, a vacation day ...

**April 5, 1957 National Agreement**  
**Article IV - Regular Assigned Yard Service Employee**

**Section 2 - Paid Holidays - Yard Service**

- (a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays when such fall on an assigned workday of the work week of the individual employee:

New Year's Day	Fourth of July	Christmas Eve
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Eve
Decoration Day	Day after Thanksgiving Day	

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

**Note:** When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, a regularly assigned employees must be available for or perform service as a regularly assigned employee on the workdays immediately preceding the following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's work week, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his work week, the last workday of the preceding work week shall be considered the workday immediately preceding the holiday.

**Note 1:** A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

**Note 2:** A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

- Note 3:** An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with the rules and practices on the Carrier. (This sub-section (b) is an amendment of the November 30, 1960 National Agreement.)
- (c) Rules governing payment for service rendered on the holiday enumerated are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.
  - (d) In yards operating under strict seniority or mark up boards, determination of "regular assigned employees" for the purpose of applying the qualifying provisions of paragraph (b) of this Section 2 shall be subject to negotiations on the individual properties.
  - (e) This Section 2 applies only to regular assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2 (b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service. (This sub-section (e) is an amendment by the November 30, 1960 National Agreement.)
  - (f) Existing weekly or monthly guaranteed shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regular assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.
  - (g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to but where such assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.
  - (h) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.
  - (i) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five Day Work Week) of the Agreement of May 25, 1951, as amended.

### **Section 3 - Extra Yard Service Employees**

- (a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays: **Note:** Holidays listed under Section 2 (a), Page 224 above.

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

**Note:** When any of the above listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

- (b) To qualify, an extra yard service employee must:
  - (1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

- (2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
- (3) if such employee cannot qualify under Section 3 (b) (1), or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

**Note 1:** An employee whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided: (formatting revised here)

- (1) if he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and
- (2) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employees of any of the 3 qualifying days shall not be entitled to receive any pay provided for in paragraph (a) of Section 3.

**Note 2:** For the purpose of Section 3, an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules on the carrier.

**Note 3:** The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

**Note 4:** The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

- (c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 3 for qualifying employees shall be in addition thereto.
- (d) As used in this Section 3 the term "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.
- (e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five Day Work Week) of the Agreement of May 25, 1951, as amended.

## **June 25, 1964 National Agreement**

### **Article I - Paid Holidays:**

#### **Section 1 - Amendments to Holiday Pay in Yard Service**

Holiday provisions currently applicable to regularly assigned and extra yard ground service employees, (conductors (foremen), brakemen (helpers), switchtenders and car retarder operators) are unchanged, except in the following respects:

- (a) Add the following provision to be applicable to the qualifying conditions for extra yard service employees:

For purposes of this Agreement, the work week for extra yard service employees, shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

**Note:** This work week shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the work days immediately preceding and following the holiday.

- (b) Substitute the following provision in lieu of existing rules governing payment for service rendered on the seven specified paid holidays:

Yard service employees who work on any of the seven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

*(Agreed upon by the Parties Signatory Hereto, And are Based upon and Express the Intent of Such Provisions of That Agreement and Will Have the Same Force and Effect as the Provisions of That Agreement That Have Been Thus Interpreted.)*

## Questions and Answers

Interpretations of Certain Provisions of

### June 25, 1964 National Agreement (Washington)

#### Article I - Paid Holidays:

##### Section 2 -

- Q1: A regularly assigned employee holding an assignment subject to Article I, Section 2 is required to protect other service on either of the qualifying days and/or the holiday will he be deprived of holiday pay?
- A1: If such employee performs compensated service at least one day on his regular assignment in the week in which the holiday falls, and is available for or performs service, either on his regular assignment or some other assignment for which he has been called on the qualifying days and provided he performs service or is available for work on the holiday, he will be allowed one basic day's pay at the rate of his regular job as holiday pay. He will not receive time and one-half for service on the holiday unless he works on his regular assignment, and then only if he meets the qualifying requirements, set forth in Article I, Section 2(c), as interpreted herein.
- Q2: An employee is required by reason of his seniority to protect a temporary vacancy on a regular assignment subject to Article I, Section 2, and is available for or performs service thereon on both of the qualifying days and the holiday. Does the employee qualify for holiday pay?
- A2: If no other employee qualifies for holiday pay on such assignment, and an employee is required or takes such vacancy for days which the assignment works in the week in which the holiday occurs, he will be allowed one basic day's pay at the rate of the assignment as holiday pay. If the assignment works on the holiday, he will, in addition, receive time and one-half for service performed on the holiday. This interpretation is not applicable to employees who protect work from the extra board on a day to day basis.
- Q3: An employee is regularly assigned to a through freight assignment operating 100 miles or less per day which performs local work. Will the employee qualify for holiday pay?
- A3: If such an assignment is compensated under the conversion rule on one-half or more of the assigned working days in the thirty calendar days preceding the holiday, the employee will be considered subject to Article I, Section 2.

- Q4: May the Carriers bulletin assignments to provide that they will not operate on holidays?  
 A4: If the Carrier had the right to so bulletin jobs prior to the June 25, 1964 Agreement, such right is retained.
- Q5: What service performed by a qualified employee on a holiday is to be paid for at the time and one-half rate?  
 A5: Only the service comprehended by the basic eight (8) hour day shall be paid for at the time and one-half rate. Any additional service shall be paid for under existing rules.
- Q6: Are arbitrary payments, in time or mile, to be used as a factor in determining whether or not a run is "100 miles or less" in the application of Article 1?  
 A6: The "100 miles or less" is computed on the basis of where the mileage of the trip begins and where the mileage of the trip ends.

**AWARD NO. 51**  
 Case No. 42  
 February 12, 1976

\*\*\*\*\*

**PUBLIC LAW BOARD NO. 394**

Parties ) Missouri Pacific Railroad Company  
 To )  
 Dispute) United Transportation Union (T)  
 \*\*\*\*\*

**STATEMENT OF CLAIM:** Claims of Brakemen R. E. Cunningham assigned with Conductor J. C. Tilley and Brakeman C. L. Jett assigned with Conductor Watts at Freeport for Holiday Pay November 23, 1967.

**FINDINGS:** This Public Law Board No. 394 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the claimants were working from the Houston Guarantee Extra Board and were filling temporary vacancies on traveling switchers (TSE) at Freeport, Texas, some 54 miles from Houston.

There is no dispute between the parties that the regularly assigned employees on the Freeport traveling switchers, meeting all of the qualifying criteria of the Holiday Pay Rules, are entitled to pay under those rules. In other words, those switchers are paid on an hourly basis, without any mileage component.

The dispute turns on whether or not these extra employees, who were filling temporary vacancies on the Freeport switchers, are to be treated as regularly assigned employees, as that term is used in the Holiday Pay Rules. At first blush, it would seem not, and that the claims should be denied. There are awards both ways.

In any event, and taking into consideration that these employees were filling temporary vacancies relieving regularly assigned men, and were tied to the Freeport switcher assignments for the duration of the Outside Point Rule (as opposed to working first in first out and catching the jobs only on that basis), this referee will follow what he stated in Award No. 1 of Public Law Board No. 486, to wit:

"There have been many Awards written on this issue and referees have held both ways. Award No. 10 of Public Law Board No. 271 held that the extra man took all of the conditions of the assignment and that holiday pay was one of the conditions of the assignment. We believe the great majority of referees have accepted this opinion. One distinguished referee held contrary, and when the bulk of authority was going in the opposite direction, he reversed himself. It appears that this referee can do no less."

The claims will be sustained with the understanding that to do so will not duplicate any "make-up" payments to claimants under the provisions of the Guarantee Extra Board Agreement.

**AWARD:** Claims sustained as per above.

**ORDER:** The Carrier is directed to comply with this award within thirty days from the date of this award.

/s/ Preston J. Moore, Chairman  
/s/ Geo. R. Perkins, Organization Member  
/s/ O. B. Sayers, Carrier Member

### **ARTICLE C-3 JURY DUTY**

#### **August 25, 1978 National Agreement**

##### **Article V**

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

### **ARTICLE C-4 BEREAVEMENT LEAVE**

#### **August 25, 1978 National Agreement**

##### **Article XII**

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, half brother, half sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

### **ARTICLE C-5 NATIONAL DENTAL PLAN**

A National Dental Plan will be established to be effective March 1, 1976 with features as described in Memorandum identified as "Description of National Dental Plan" (Attachment 2). The plan will be established and administered as follows:

- (a) The entire cost of the dental plan will be borne by the railroads.
- (b) The railroads, and the unions will jointly invite insurers to submit proposals, and will select the insurer which submits the most favorable proposal to issue an insurance contract to the railroads as the policyholder.
- (c) The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the unions in the same detail and at the same time that it furnishes such data to the railroads.

ARTICLE XII (UTU)

Bereavement Leave

Bereavement Leave

"Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner."

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- (b) three consecutive calendar days, ending the day of the funeral service; or
- (c) three consecutive calendar days, ending the day following the funeral service.

\* \* \* \* \*

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

\* \* \* \* \*

229-A



Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

\* \* \* \* \*

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes.

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

\* \* \* \* \*

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

\* \* \* \* \*

Q-6: Would bereavement leave be applicable during an employee's vacation period?

A-6: No.

\* \* \* \* \*

Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?

A-7: No. The employee would be entitled to only one basic day's pay.

\* \* \* \* \*

Q-8: An employee in pool freight service is granted bereavement leave on Wednesday, Thursday, and Friday. He was paid under the bereavement leave rule for Wednesday and Thursday; however, his claim for Friday, a day on which the crew of which he was a member was at the away-from-home terminal and received an authorized return deadhead trip for which they were allowed 141 miles, was denied. Is he entitled to pay under the bereavement leave rule for Friday?

A-8: Yes, inasmuch as the deadhead trip was authorized and represents time lost on a separate qualifying calendar day.

\* \* \* \* \*

- (d) Any dividends or retroactive rate refunds or credits will be paid into a special fund established for such purpose, to be held by the insurer. Withdrawals may be made from such fund only to provide dental care benefits to employees unless otherwise agreed to.
- (e) No notices relating to dental benefits or the financing thereof shall be served prior to January 1, 1977 (not to become effective before January 1, 1978). If no agreement thereon is reached prior to January 1, 1978, the railroad parties to this agreement will continue payments to the insurer of the dental plan at the rates previously established as the premium rates under such plan until the payment rates are changed or modified under the provisions of the Railway Labor Act, and the policyholder railroads will make arrangements to provide such benefits as can be financed from such payments.

**May 8, 1996 National Agreement**  
**Article III - Dental Benefits**

**Section 1 - Continuation of Plan**

The benefits now provided under the Railroad Employees National Dental Plan (Dental Plan), modified as provided in Section 2 below, will be continued subject to the provisions of the Railway Labor Act, as amended.

**Section 2 - Eligibility**

Existing eligibility requirements under the Dental Plan are amended, effective June 1, 1996, to provide that in order for an employee and his eligible dependents to be covered for Covered Dental Expenses (as defined in the Dental Plan) during any calendar month by virtue of rendering compensated service or receiving vacation pay in the immediately preceding calendar month (the "qualifying month"), such employee must have rendered compensated service on, or received vacation pay for, an aggregate of at least seven (7) calendar days during the applicable qualifying month. Any calendar day on which an employee assigned to an extra list is available for service but does not perform service shall be deemed a day of compensated service solely for purposes of this Section. Existing Dental Plan provisions pertaining to eligibility for and termination of coverage not specifically amended by this Section shall continue in effect.

**Section 3 - Benefit Changes**

The following changes will be made effective as of January 1, 1999.

- (a) The maximum benefit (exclusive of any benefits for orthodonture) which may be paid with respect to a covered employee or dependent in any calendar year beginning with calendar year 1999 will be increased from \$1,000 to \$1,500.
- (b) The lifetime aggregate benefits payable for all orthodontic treatment rendered to a covered dependent, regardless of any interruption in service, will be increased from \$750 to \$1,000.
- (c) The exclusion from coverage for implantology (including synthetic grafting) services will be deleted and dental implants and related services will be added to the list of Type C dental services for which the Plan pays benefits.
- (d) Repair of existing dental implants will be added to the list of Type B dental services for which the Plan pays benefits.
- (e) One application of sealants in any calendar year for dependent children under 14 years of age will be added to the list of Type A dental services for which the Plan pays benefits.
- (f) The Plan will pay 80%, rather than 75%, of covered expenses for Type B dental services.
- (g) The Plan will establish and maintain an 800 telephone number that employees and dependents may use to make inquiries regarding the Plan.

**ARTICLE C-6  
PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES**

**August 25, 1978 National Agreement  
Article XIII**

Where employee sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraphs (b) below, subject to the provisions of other paragraphs in this article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or lighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period

of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

- (4) Aggregate Limit:  
The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.
- (c) Payment in Case of Accidental Death:  
Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers' Liability Act (45 U.S.C.A. 51, et seq., as amended) or if no such person survives the employee, for the benefit of his estate.
- (d) Exclusions:  
Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:
- (1) Intentionally self inflicted injuries, suicide or any attempt thereat, while sane or insane;
  - (2) Declared or undeclared war or any act thereof;
  - (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
  - (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;
  - (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
  - (6) While an employee is commuting to and/or from his residence or place of business.
- (e) Offset:  
It is intended that this Article XI is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers' Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.
- (f) Subrogation:  
The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the Carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July 17, 1968, \_\_\_\_\_ agrees to be governed (employee or personal representative) by all of the conditions and provisions said and set forth by Article XI."

(Article V of National Agreement of July 17, 1968; similar agreement covering conductors in Article V of National Agreement of March 19, 1969.)

## Benefits Provided Under The Railroad Employees National Health and Welfare Plan

### October 31, 1985 National Agreement Article XV

#### Section 1 - Continuation of Plan

Except as provided in this Article, the benefits and other provisions under the Railroad Employees National Health and Welfare Plan will be continued. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts of funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust.

#### Section 2 - Benefit Changes

The following changes in benefits provided under the Plan and in matters related to such benefits will be made:

- (a) Hospital Pre-Admission & Utilization Review Program - This program shall include a comprehensive guidance and support structure for employees and other beneficiaries covered by the Plan and their physicians beginning prior to planned hospitalization and continuing through recovery period. The program shall include, among other things, review of the propriety of hospital admission (including the feasibility of ambulatory center or out patient treatment), the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence. Reduced benefits will be provided if the program is not fully complied with. This program shall become effective not earlier than January 1, 1986, in order to provide adequate time to set up and communicate the program.
- (b) Extension of Benefits - Vacation pay received by a furloughed employee shall not qualify such employee for any benefits under the Plan and will not generate premium payments on his behalf. This change shall become effective January 1, 1985.
- (c) Reinsurance - Reinsurance will be discontinued not later than December 31, 1985.

#### Section 3 - Special Committee

- (a) A Special Committee selected by the parties will be established for the purpose of reviewing and making recommendations concerning ways to contain health care costs consistent with maintaining the quality of medical care; and reviewing the existing Plan structure and financing and making recommendations in connection therewith. In addition, the Committee may review and make recommendations with respect to any other matter included in the parties' notices with respect to the health care plan.
- (b) The Committee shall retain the services of a recognized expert on health care systems to serve as a neutral chairman. The fees and expenses of the chairman shall be paid by the parties.
- (c) The Committee shall be convened as promptly as possible and meet periodically until all of the matters that it considers are resolved. However, if the Committee has not resolved all issues by May 1, 1986, the neutral chairman will make recommendations on such unresolved issues no later than June 1, 1986. Upon voluntary resolution of all issues or upon issuance of recommendations by the neutral chairman, whichever is later, the Committee shall be dissolved.
- (d) The proposals of the parties concerning health benefits (specifically, the organization's proposals dated January 23, 1984, entitled "Revise Contract Policy GA-230001", and the carrier's proposals dated on or about January 12, 1984, entitled "C. Insured Benefits") shall not be subject to the moratorium provisions of this Agreement, but, rather, shall be held in abeyance pending efforts to resolve these issues through the procedure established above. If, after 60

days from the date the neutral Chairman makes his recommendations, the parties have not reached agreement on all unresolved issues, the notices may be progressed under the procedures of the Railway Labor Act, as amended.

- (e) Agreement reached by the parties on these issues will provide for a contract duration consistent with the provisions of Article XVII of the Agreement, regardless of whether such agreement occurs during the time that the proposals of the parties are held in abeyance or subsequent to the time that they may be progressed in accordance with the procedures of the Railway Labor Act as provided for above.

#### **Article XVI - Joint Interpretation Committee**

Disputes arising over the application or interpretation of this agreement will, in the absence of a contrary provision be referred to a Joint Interpretation Committee consisting of an equal number of representatives of both parties.

If the Committee is unable to resolve a dispute, it may consider submitting the dispute to arbitration on a national basis for the purpose of ensuring a uniform application of the provisions of this Agreement.

#### **Letter of Understanding #18**

October 31, 1985  
(Patient Advocate)

Mr. Fred A. Hardin

This confirms our understanding with respect to incorporating a Hospital pre-Admission and Utilization Review Program as part of the benefits provided under the Railroad Employees National Health and Welfare Plan in accordance with Article XV, Section 2(a) of the Agreement of this date.

By agreeing to this benefit program, our principal objectives are to reduce in-patient hospital utilization thereby minimizing exposure to risks of hospitalization or unduly prolonged hospitalization and the risks of unnecessary surgery by encouraging both employee and physician to make the most patient-sensitive and at the same time cost effective decisions about treatment alternatives.

The program accomplishes these objectives by providing to employees and other beneficiaries ready access to knowledgeable professional personnel when making decisions about their health care. A number of patient centered services are provided and designed in a manner so as not to impose significant added burdens on individual employees. The comprehensive guidance and support structure begins prior to planned hospitalization and continues through any recovery period.

Specifically, the program shall include review of the propriety of hospital admission (including consideration of health care alternative such as the use of ambulatory centers or out patient treatment) benefit counseling, the plan of treatment including the length of confinement, the appropriateness of a second surgical opinion, discharge planning and the use of effective alternative facilities during convalescence.

We have attached to this letter descriptions of programs currently offered by three leaders in this field that describe in greater detail the operations of these programs and what specifically is involved. These attachments are intended as informational only, describing the kind of program we will establish, and do not suggest that the program we ultimately adopt is limited to what is described or is to be administered by these particular parties.

In order that the program achieves its intended objectives, we have agreed to institute appropriate incentives. For those employees who use the program, plan benefits will be paid as provided and the employee and family will receive the full protection and security of professionals managing their hospital confinement and recovery. For employees who do not use the program, plan benefits will be paid only under the Major Medical Expense Benefit portion of the Plan with the Plan paying 65%, rather than 80%, of covered expenses. However, a maximum total employee expense limitation - "stop-loss" - will be maintained.

We recognize that the program described cannot be implemented overnight but will require careful review and examination on the part of us all and will include, as well, time to inform the employees and other beneficiaries covered under the Plan. Furthermore, it is anticipated that the program will include use of alternative facilities, such as home health care options, hospices, office surgery, ambulatory surg-centers and birthing centers, some of which are either not covered under the Plan now or are not available in the manner envisioned under this new program. Thus, for those reasons we have agreed that implementation of the program will not occur earlier than January 1, 1986 and that the intervening time will be used to assure that its adoption shall be a constructive and useful addition to the benefits currently provided under the plan.

Please indicate your agreement by signing your name in the space provided below.

/s/ Fred A. Hardin, UTU President

/s/ C. I. Hopkins, Jr

**Letter of Understanding #21**  
October 31, 1985  
(Retirement Patient Advocate)

Mr. Fred A. Hardin

This confirms our understanding with respect to incorporating a Hospital Pre-Admission and Utilization Review Program as part of the benefits provided under the Railroad Employees National Health and Welfare Plan in accordance with Article XV, Section 2(a) of the Agreement of this date.

We recognize that a similar program would be equally appropriate to include as part of the Early Retirement Major Medical Benefit Plan.

Therefore, this confirms our understanding that the program developed for the Health and Welfare Plan shall also be incorporated, with appropriate revisions, if necessary, as part of the Early Retirement Major Medical Benefit Plan as well.

Please indicate your agreement by signing your name in the space provided below.

/s/ Fred A. Hardin, UTU President

/s/ C. I. Hopkins, Jr.

**ARTICLE C-7**  
**APPLICATION FOR EMPLOYMENT**

**August 25, 1978 National Agreement**  
**Article VII**

(A) Probationary Period

Application for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

(B) Omission or Falsification of Information

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.



**MEMORANDUM OF AGREEMENT**  
April 1, 1958  
(Borrowed Out Trainmen Establishing Seniority)

1. This Agreement is applicable to brakemen and yardmen holding seniority on the Western, Southern, and Gulf Districts of Missouri Pacific Railroad represented by the Brotherhood of Railroad Trainmen (now UTU).
2. When additional brakemen or yardmen are required on a seniority district of any of the territories described in Section 1, surplus experienced brakemen and yardmen from other seniority districts of the territories described in Section 1, who comply with provisions of Section 3 of this Agreement, will be used, when available, instead of employing new men.
3. Brakemen and yardmen who have been cut off account reduction in force and who desire to be used on other seniority districts described in Section 1, will advise their Local Chairman of the Brotherhood of Railroad Trainmen (BRT) and the Local Chairman will furnish names of such men to the General Chairman of the territory. When brakemen or yardmen who are cut off and who are entitled to service as borrowed men list their names with Local Chairman for service on other seniority districts, they will be expected to go to any point in the territories described in Section 1 where additional men are needed.
4. The General Chairmen will keep record of men desiring transfer and be ready to furnish names of experienced men when called upon. Superintendents will make request for men direct to the General Chairman of the territory where men are needed, The General Chairman will promptly advise the Superintendent of the names and addresses of men for transfer and will notify the men direct to report to the point where their services are needed. If there are not sufficient men listed with the General Chairman on the territory where men are needed, the General Chairman will promptly notify the General Chairman of the other territory of the need for men and he will be required to follow the provisions of the foregoing in furnishing men.
5. When brakemen and yardmen are transferred as described in Section 4, they will establish temporary seniority on the new district as of the date they report to the extra board for service. When they are called to service on their home district, they will be given thirty days from the date they receive the notice to decide which seniority date they prefer to retain, i.e., the one on their home seniority district or the one on the district where they are temporarily transferred. In the event they should decide to remain on the district to which they were transferred, then the temporary Seniority date on that territory will become a permanent date. Men will not be permitted to make transfer permanently except during the time they are assigned to service on the territory to which they desire to transfer. Men working on other than their home seniority district shall not return to their home seniority district until released by Superintendent and Local Chairman on the district where they are working, and after they leave the territory and return to their home district they shall lose the temporary seniority date on the territory where they were working as borrowed men.
6. When brakemen or yardmen are transferred from one seniority district to another in accordance with the provisions of this Agreement, they will not be required to undergo physical examinations that are required of new employees.
7. This Agreement becomes effective April 1, 1958 and shall remain in effect until changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

/s/ John L. Purdum, BRT  
/s/ L. G. Crowe, BRT

/s/ B. W. Smith

**Memorandum Agreement**  
July 5, 1978  
(Establishing Seniority)

Effective July 5, 1978, the Memorandum Agreement signed at Houston, Texas, on the 17th day of March 1975, with an effective date of April 1, 1975, is cancelled and the following will govern in establishing seniority dates and rankings on seniority rosters for road/yard service trainmen entering

service on that portion of the Southern District (South) formerly known as the IGN, SAU&G, StLB&M, H&NS and GCL:

1. Employees who are required to complete the training program will acquire a working seniority date as of the date they successfully complete the training program.
2. As among these employees acquiring the same seniority date upon completion of the training program, they will be positioned on the seniority roster in the following order:
  - (a) Employees transferring from another craft or class of employees will be positioned on the roster as a group ahead of new employees. As among the transferring employees, they will be positioned on the roster in the order of their employment with the company.
  - (b) New employees will be positioned on the roster as a group in the order of their birth dates.
3. New employees who are not required to attend the training program will acquire a working seniority date as of the date they first perform compensated service.
4. The probationary period for all trainmen will expire sixty (60) days from the date they acquire a working seniority date.

This Agreement, signed at Houston, Texas, on the 5th day of July, 1978, shall become effective July 5, 1978, and shall remain in effect until changed or abrogated in accordance with the provisions of the Railway Labor Act, as amended.

**Letter of Understanding**  
January 15, 1997  
(New Hires Seniority Ranking)

This has reference to the parties various correspondence and discussions pertaining to the manner in which employees hired for train service on the Gulf Coast Lines establish their seniority date and ranking on applicable Brakeman/Switchman seniority rosters. In particular, these exchanges have focused on questions and disputes which have recently arisen regarding the proper manner for ranking for newly hired employees assigned to the same training class who all complete their training at approximately the same time on seniority rosters.

The Memorandum of Agreement dated July 5, 1978, sets forth the guidelines for establishing an employee's seniority date and his/her placement on applicable train and yard service seniority rosters. Specifically, Section 2 thereof provides:

- " 2. As among these employees acquiring the same seniority date upon completion of the training program, they will be positioned on the seniority roster in the following order:
- (a) Employees transferring from another craft or class of employees will be positioned on the roster as a group ahead of new employees. As among the transferring employees, they will be positioned on the roster in the order of their employment with the company
  - (b) New employees will be positioned on the roster as a group in the order of their birth dates. "

In connection with the Carrier's recent hiring of additional trainmen on the Gulf Coast Lines, a number of questions and disputes have arisen with respect to the proper application of Section 2. As a result, and in an effort to ensure consistent and equitable placement of employees from a training class on applicable Brakeman / Switchman rosters, the parties have endeavored to develop the following clarifications regarding the application of Section 2. Accordingly, it is agreed the following shall apply:

- A. Employees assigned to a specific training class shall be treated as a unit and accordingly assigned the same seniority date upon their completion of the training program.

# UNION PACIFIC RAILROAD COMPANY



August 28, 1998  
File: 1940.30-4

Mr. L.W. Parsons, Sr.  
General Chairman  
United Transportation Union  
400 Randal Way  
Suite 102  
Spring, TX 77388

Dear Sir:

Since the implementation of the Houston Hub merger agreement, the Carrier has held conductor promotion classes at various locations throughout the Houston Hub. This has lead to confusion in placing conductors on the roster in the same relative standing as their brakeman's seniority date as provided in the February 22, 1996, Conductor/Foreman Promotion Agreement. The parties discussed making changes to the agreements for establishing brakeman and conductor seniority to simplify the placement of brakemen and conductors on the Houston Hub common roster.

Therefore, the parties agree to the following modifications:

1. Section 1 of the Memorandum Agreement dated July 5, 1978, "ESTABLISHING SENIORITY" will be modified to provide that (Common Roster) switchmen/brakemen entering training after the effective date of this agreement will be given a switchman/brakeman training date on the Houston Hub Common Roster based on the first day of switchman/brakeman training. Upon successful completion of the training program, this date will become their working seniority date. Section 4 of the July 5, 1978, Memorandum Agreement "ESTABLISHING SENIORITY" will be modified to provide: "The probationary period for all trainmen will expire sixty(60) days from the date they mark-up and perform service after successful completion of the training program".
2. Brakemen/switchmen hired since the implementation of the Houston Hub, assigned to the Houston Hub common roster, upon successful completion of the conductor/foreman training program, will be promoted and granted a conductor seniority date in accordance with the aforementioned Conductor/Foreman Promotion Agreement. This conductor seniority date will be the same date as their current switchman/brakeman date on the Houston Hub common roster.
3. Brakemen/switchmen on the Houston Hub common roster promoted to conductor since implementation of the Houston Hub will retain their current switchmen/brakemen dates and their conductor's seniority date will be adjusted to be the same as their brakeman/switchman seniority date. It is understood that the process of completing the roster adjustments will necessitate a joint effort to include representatives of both the Carrier and Organization. The parties will advise one another on their chosen representatives and these representatives will coordinate the completion of the adjustments.

This agreement is not intended to change the roster placement/date of any brakeman/switchmen or conductor who established seniority prior to the implementation of the Houston Hub merger agreement. Additionally, it is agreed that the Carrier will incur no liability and the Organization will not progress any claims related to the placement of brakemen/conductors on the Houston Hub common roster pursuant to this Agreement.

THIS AGREEMENT WILL BE EFFECTIVE Sept. 1, 1998.

If you are agreeable to the above please indicate your concurrence where provided below.

Yours truly,

*Catherine J. Andrey*  
Catherine J. Andrey  
Director Labor Relations  
Operating -South

AGREED:

*L.W. Parsons, Sr.*

L.W. Parsons, Sr.  
General Chairman, UTU

cc: J. A. Crandall  
W.S. Hinckley  
H.A. Straub

237-A  
171-A

UNION PACIFIC RAILROAD COMPANY

23



February 10, 2004

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Dear Sir:

This refers to the Letter of Understanding dated January 15, 1997 contained on pages 237 and 238 of the controlling IGN Agreement; specifically relating to guidelines for ranking newly hired train service employees.

Effective immediately, employees hired for train service and assigned to a particular training class will be ranked within said class pursuant to the January 15, 1997 Letter of Understanding except Section C, Item 4 is amended to read:

4. Newly hired employees.

**Note:** Newly hired employees will be ranked in the class by the last four- (4) digits of their social security number. The newly hired employee with the lowest last four- (4) digits will be ranked first, and other newly hired employees within the class will follow in ascending sequential order. In the event the last four (4) digits of newly hired employees' social security number are identical, then the next two- (2) digits of those employees' social security number will be utilized, with the lowest number placed on the seniority roster first and the other(s) will follow in ascending sequential order.

And, Section D is amended to read:

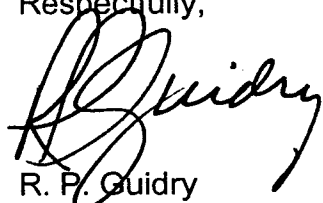
D. In applying the ranking criteria outlined in Section C above, it is understood should two- (2) or more employees within the same grouping possess identical ranking criteria (e. g., same length of prior service with the company or work experience with another railroad), social security numbers will be utilized to determine ranking as stipulated in Section C, Item 4 above.

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237-B

If the foregoing properly and accurately reflects the parties' understanding, please indicate by affixing your signature in the space provided and returning a fully executed copy to my office.

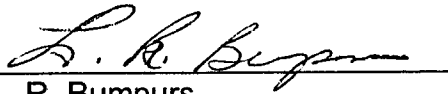
Thanking you in advance.

Respectfully,



R. P. Guidry  
Director - Labor Relations

Agreed:



L. R. Bumpurs  
General Chairman - UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



January 17, 2005

Mr. L. R. Bumpurs  
General Chairman  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, Texas 77388

Dear Sir:

Reference our conference this date wherein we discussed Letter of Understanding dated January 15, 1997 relating to guidelines for ranking newly hired train service employees and the modification thereof dated February 10, 2004 reading:

" Effective immediately, employees hired for train service and assigned to a particular training class will be ranked within said class pursuant to the January 15, 1997 Letter of Understanding except Section C, Item 4 is amended to read:

4. Newly hired employees.

**Note:** Newly hired employees will be ranked in the class by the last four- (4) digits of their social security number. The newly hired employee with the lowest last four- (4) digits will be ranked first, and other newly hired employees within the class will follow in ascending sequential order. In the event the last four (4) digits of newly hired employees' social security number are identical, then the next two- (2) digits of those employees' social security number will be utilized, with the lowest number placed on the seniority roster first and the other(s) will follow in ascending sequential order.

And, Section D is amended to read:

D. In applying the ranking criteria outlined in Section C above, it is understood should two- (2) or more employees within the same grouping possess identical ranking criteria (e. g., same length of prior service with the company or work experience with another

railroad), social security numbers will be utilized to determine ranking as stipulated in Section C, Item 4 above."

It was agreed the following questions and answers would interpret and clarify the phrase "work experience with another railroad" contained in Section C, Item 2 of the January 15, 1997 Letter of Understanding and February 10, 2004 modification.

**Q. 1** - When are newly hired employees considered as having "work experience with another railroad" pursuant to the controlling IGN Agreement?

**A. 1** - To be considered as having work experience with another railroad newly hired employees must possess an up-to-date and valid certificate on the General Code of Operating Rules as defined by Union Pacific policy at the time he or she is placed in the Brakeman/Switchman training program or first performs compensated service as a fully qualified Brakeman/Switchman, whichever occurs first.

**Q. 2** - A newly hired employee has previously worked for another Railroad however does not have a recent employment connection and his or her rules certificate has expired and is no longer valid as defined by Union Pacific policy upon his or her entering the Brakeman/Switchman training program or having first performed compensated service, is that employee considered as having work experience with another railroad under the controlling IGN Agreement?

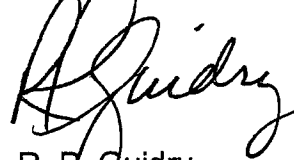
**A. 2** - No, this employee would be considered a newly hired employee without railroad work experience for seniority ranking purposes.

**Q. 3** - A newly hired employee worked for another Railroad or Operator that did not require certification on the General Code of Operating Rules as defined by Union Pacific policy, is that employee considered as having work experience with another railroad under the controlling IGN Agreement?

A. 3 - No, this employee would be considered a newly hired employee without railroad work experience for seniority ranking purposes.

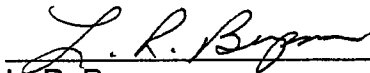
If the foregoing properly and accurately reflects the parties' understanding, please indicate by affixing your signature in the space provided and returning a fully executed copy to my office.

Respectfully,



R. F. Guidry  
Director - Labor Relations

Agreed:



L. R. Bumpurs  
General Chairman - UTU



# MEMORANDUM OF AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY  
PORT TERMINAL RAILROAD ASSOCIATION**

and the

**UNITED TRANSPORTATION UNION**

\* \* \* \* \*

Pursuant to Article X of Award of Arbitration Board No. 559, the following shall govern the terms and conditions providing for the employees of the Port Terminal Railroad Association to be placed on the United Transportation Union's Union Pacific (IGN Houston Hub) Seniority Roster.

1. Subject to the exceptions set forth in Section 7 of this Agreement, the United Transportation Union shall furnish the Carrier a listing of individuals, from the Port Terminal Railroad Association properly ranked among themselves, to be placed on the Union Pacific (IGN Houston Hub) Seniority District Roster.

1.1 These individuals shall be placed on the Roster(s) with a seniority date of October 27, 1997.

1.2 Individuals that establish seniority on the Port Terminal Railroad Association after October 27, 1997, shall establish an identical seniority date on the former Union Pacific (IGN Houston Hub Roster).

Q. 1 Will an individual who is hired by the terminal company subsequent to the date of this Agreement; e.g., March 1, 2003, acquire a March 1, 2003 seniority date on both the terminal company and the Union Pacific (IGN Houston Hub) Seniority District?

A. 1 Yes.

2. Individuals who are placed on the Seniority Roster under Section 1 shall only be allowed to exercise this newly-acquired seniority in the event that person cannot hold a position (including a position on an extra board) through the normal exercise of seniority on the Port Terminal Railroad Association. Employees in a dismissed status on the Port Terminal Railroad Association may not exercise their newly-acquired seniority to the Union Pacific under this paragraph.

Q. 2 Is an employee allowed to bid to the Union Pacific if suspended, dismissed or decertified by the Port Terminal Railroad Association?

2374

A. 2 No.

- 2.1 Individuals desiring to exercise this newly-acquired seniority shall advise the appropriate Officer of the Union Pacific Railroad Company of this desire within a thirty (30) day period following the date the individual was unable to hold a position through the normal exercise of seniority on the Port Terminal Railroad Association.
  - 2.2 Individuals exercising this newly-acquired seniority shall be held to the same physical standards as existing Union Pacific (IGN Houston Hub) Seniority District employees, and shall not be subjected to a "special" physical examination prior to exercising this newly-acquired seniority.
    - 2.2.1 This Section does not eliminate the Carrier's right to require an individual to submit to physical examination for cause. The intent of the Section is to prohibit the Carrier from establishing a special physical examination or standard as a blanket policy to be applied only to terminal company employees exercising seniority on the Union Pacific (IGN Houston Hub) Seniority District under the terms of this Agreement.
  - 2.3 For purposes of determining the number of Personal Leave Days that an individual is entitled to under the current Crew Consist Agreement, the earliest continually maintained UTU seniority date that the individual established on the terminal company shall be used. In cases where an individual exercises seniority to the Union Pacific (IGN Houston Hub) Seniority District, that individuals' entitlement to Personal Leave Days for the remainder of that year shall be reduced by the number of holidays which have already passed.
  - 2.4 Individuals exercising seniority to the Union Pacific (IGN Houston Hub) Seniority District under the terms of this Agreement shall not be considered as "new" employees for the purposes of applying the provisions of health and welfare provisions; i.e., these individuals shall not be subject to any waiting period that may be applicable to "new-hires" before coverage becomes effective.
3. Individuals who are allowed to exercise seniority on the Union Pacific (IGN Houston Hub) Seniority District pursuant to the terms of the Agreement are subject to a 15-days recall to the Port Terminal Railroad Association by certified letter to the last known address provided to the Carrier.
    - 3.1 Individuals who do not respond to recall to the Port Terminal Railroad Association within fifteen (15) days shall **forfeit all** seniority on the Union Pacific (IGN Houston Hub) Seniority District, as well as **all** seniority on the Port Terminal Railroad Association.
4. Subject only to familiarization trips deemed necessary by the designated UTU Representative and the Service Unit Superintendent, individuals exercising seniority pursuant to the terms of this Agreement shall be considered to be qualified yard foreman, yard helpers and brakemen.
    - 4.1 Subject only to familiarization trips and training deemed necessary by the designated UTU Representative and Service Unit Superintendent, individuals

exercising seniority pursuant to the terms of this agreement who are qualified to perform service as a hostler shall be considered to be qualified hostlers.

5. Individuals exercising seniority under the terms of this Agreement shall not be considered as being qualified as a conductor, nor will they be considered as "new hires" subject to the terms of the Training Agreement dated February 22, 1996. In order to qualify as a conductor, the individual shall be allowed to attend the classroom portion of the program required under the Training Agreement. Employees who attend such classroom training will be paid for each week of classroom training on the same basis as if they were on vacation and they will also be covered by the Training Agreement provisions relating to travel, meal and lodging expenses. They shall be required to pass the examination(s) normally administered by the Carrier for promotion to conductor.

- 5.1 The provisions of Article V of the November 1, 1991 UTU National Agreement requiring trainmen to accept promotion to Conductor when offered by the Carrier shall not be applicable to those former Port Terminal Railroad Association employees transferring to UP. This waiver shall only be applicable so long as said former terminal company employees exercise their seniority exclusively to positions in Zone 5 of the IGN Houston Hub Seniority District, including the Zone 5 extra board. This waiver will not be applicable if such employees have exercised their seniority to another position on Zones 1, 2, 3, and 4 of the IGN Houston Hub Seniority District.

**NOTE 1:** Article V of the 1991 UTU National Agreement also governs the qualification of employees as foremen. It is understood the waiver contained in Section 5.1 above shall not apply to foreman qualification. Accordingly, all trainmen must accept promotion to foreman, including former Port Terminal Railroad Association yardmen transferring to UP, in accordance with applicable rules.

**NOTE 2:** Article V of the 1991 UTU National Agreement also provides, "*Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/foreman rights.*" The waiver set forth in Section 5.1 above shall also not apply to the above-cited provisions of Article V. In other words, former Port Terminal Association yardmen transferring to UP who have been, or will be, qualified as foremen or promoted to conductor will not be permitted to voluntarily relinquish their foreman or conductor rights.

- 5.2 Nothing herein shall be construed to preclude an employee from voluntarily seeking promotion to conductor on UP road territories protected by the IGN Houston Hub Seniority District.
6. Individuals establishing seniority on the Union Pacific (IGN Houston Hub) Seniority District pursuant to this Agreement and working as such shall not make application for, nor will they be selected for or forced into, the Carrier's Locomotive Engineer Training Program, unless the individual has worked on the Union Pacific (IGN Houston Hub) Seniority District for a continuous period of more than one (1) year.
7. The following categories of individuals shall **not** be placed on the Union Pacific (IGN Houston Hub) Seniority District Roster, nor shall any individual meeting any of the

following categories be placed on the Union Pacific (IGN Houston Hub) Seniority District Roster upon establishing an employment relationship with the Port Terminal Railroad Association after the effective date of this Agreement.

- 7.1 Individuals who had an employment relationship with any owning Carrier or any former railroad component thereof and have been terminated for cause, and not subsequently reinstated with seniority unimpaired.
- 7.2 Individuals who had an employment relationship with Union Pacific Railroad Company or any former railroad component thereof, and either (1) separated with the understanding that the railroad had no obligation to consider the individual for future employment or (2) separated with the understanding that the individual would not seek re-employment with the railroad.
  - 7.2.1 Section 7.2 shall not apply to individuals who have separated pursuant to the terms of a collective bargaining agreement, or under the terms of a voluntary separation agreement that was not associated with the settlement of a specific claim or dispute.
- 7.3 Individuals who had an employment relationship with any owning Carrier who are otherwise estopped from seeking re-employment with the railroad.
- 7.4 Employees who have voluntarily separated from Union Pacific Railroad Company in order to secure other employment, or failed to respond to recall and thereby lost seniority by operation of the collective bargaining agreements, shall be placed on the Union Pacific (IGN Houston Hub) Seniority District as provided under Section 1 of this Agreement.

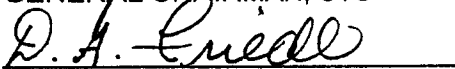
8. The effective date of this Agreement is July 1, 1998.

IT IS AGREED:

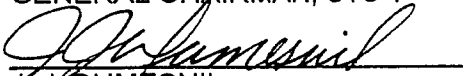
FOR THE  
UNITED TRANSPORTATION UNION:



L. W. PARSONS, SR.  
GENERAL CHAIRMAN, UTU

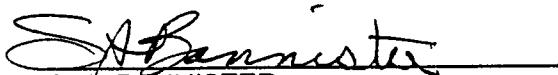


D. G. FRIEDL  
GENERAL CHAIRMAN, UTU-T



J. J. DUMESNIL,  
GENERAL CHAIRMAN, UTU-E

FOR THE  
UNION PACIFIC RAILROAD COMPANY:



S. A. BANNISTER  
DIRECTOR LABOR RELATIONS -UPRR



T. M. STONE  
DIRECTOR LABOR RELATIONS-HBT

- B. An employee from a particular training class who first marks up for service shall establish the seniority date for that training class. The employees assigned to that training class will be placed on applicable Brakeman and Switchman seniority rosters in the same relative order as their ranking in the training class.
- C. Employees hired for train service and assigned to a particular training class will be ranked within said class in the following order:
1. Trainmen transferring within the craft from other Carrier territories / districts.  
**Note:** The foregoing only applies to a trainman / yardman transferring from another Carrier territory or district who, at the Carrier's discretion, is placed into a formal Brakeman / Switchman training program. If so placed, said employee's seniority will be determined pursuant to the provisions of Section 2 of the July 5, 1978 Memorandum of Agreement. If a trainman / yardman transferring from another district is not placed into a formal Brakeman / Switchman training program, his/her seniority date and roster ranking will be established in accordance with the provisions of Section 3 of the July 5, 1978 Memorandum of Agreement.
  2. Employees hired who possess prior work experience in the craft (e.g., a newly hired employee who had experience as a trainmen on another railroad).  
**Note:** The foregoing only applies to a newly hired employee with previous work experience as a trainman who, at the Carrier's discretion, is placed into a formal Brakeman / Switchman training program. If so placed, said employee's seniority will be determined pursuant to the provisions of Section 2 of the July 5, 1978 Memorandum of Agreement. If a newly hired employee with prior experience as a trainman / yardman is not placed into a formal Brakeman / Switchman training program, his/her seniority will be established in accordance with the provisions of Section 3 of the July 5, 1978 Memorandum of Agreement.
  3. Carrier employees transferring from other (non-operating) crafts.  
**Note:** Non-operating craft employees will be ranked within the class in order of their respective lengths of service with the Carrier in the non-operating crafts (non-operating service dates) behind those identified in 1 and 2 above.
  4. Newly hired employees.  
**Note:** Newly hired employees will be ranked within the class in descending order of their ages.
- D. In applying the ranking criteria outlined in Section C above, it is understood that if any two (2) or more employees possess identical ranking criteria (e.g., same length of service in a non-operating craft), the involved employees will be ranked in accordance with their age, with the elder employee being given preference. If two (2) or more such employees are of the same age, they will be ranked in alphabetical order by their last name.
- E. The clarifications set forth above in Sections A through D, inclusive, apply only to those employees who are assigned by the Carrier to attend a formal Brakeman / Switchman training class. If an employee is not assigned to such training, the provisions of the July 5, 1978 Memorandum of Agreement shall apply.

If the foregoing properly and accurately reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office.

/s/ L. W. Parsons, Sr., UTU

/s/ Sharon A. Bannister

**Letter of Understanding**  
**May 5, 1998**  
**(Multiple Brakeman Classes in Houston Hub**  
**Seniority Date Established)**

This refers to our recent conversation concerning the number of new hires being employed in the Houston Hub. As you know we currently are in the process of employing a number of new people in the area under the Houston Hub Agreement. Depending on the circumstances it may be necessary to hold two or more classes starting in different locales on the same day in the same city; i.e., Houston, or in another instance we may have two or more classes starting in two (2) or more different cities. Generally speaking classes begin on a Monday; however, it is not unusual to have a class begin on another day.

In order to ensure that all concerned are treated equitably and fairly as it relates to the establishment of seniority, it is agreed that in the territory comprising the Houston Hub, any classes that begin during the seven (7) day Monday through Sunday calendar day period will be considered as being a member of one (1) class. In other words if on a Monday we have a class starting in Houston and another also starting on the same Monday in Avondale, all new hires will be considered as being a member of one Houston Hub training class.

If the above properly reflects your understanding, please sign the second copy of this letter returning one to me for my files.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

**ARTICLE C-8**  
**EMPLOYEE INFORMATION**

**January 29, 1975 National Agreement**  
**Article IV**

The carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within thirty (30) days after the month in which the employee is hired or terminated. Where railroads cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

**ARTICLE C-9**  
**ENTRY RATES**

**Excerpt of the Letter of Understanding**

August 20, 1997  
(Officer Crews)

- ... "4. Entry rates for employees within the Houston Hub shall be governed by the following: new hire employees, after completion of training, will be compensated at ninety (90) percent of the established rate of pay; and, this rate will increase to one hundred (100) percent of the established rate of pay when the employee is promoted to conductor, yard foreman or yardmaster or after two (2) years, whichever occurs first. . ."

**Excerpt of the Letter of Understanding**

January 7, 1998  
(Officer Crews)

... "Pursuant to those discussions, the parties have agreed to the following items:

1. (a). Item 4 of the Letter of Understanding dated August 20, 1997, regarding Carrier's use of officer crews is amended to read as follows:

"4. Entry rates for employees working on the territories under the jurisdiction of the undersigned shall be governed by the following: new hire employees, after completion of training will be compensated at ninety (90) percent of the established rate of pay; and, this rate will increase to one hundred (100) percent of the established rate of pay when the employee is promoted to conductor, yard foreman or yardmaster or after two (2) years, whichever occurs first."

(b). The provisions of Section 1(a) above will be made effective retroactive to November 1, 1997. . ."

**October 31, 1985 National Agreement  
Article IV**

**Section 6 - Rate Progression New Hires**

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

(See Road Appendix - IGN Special Agreements, Letter of Understanding, August 20, 1997, Page 185)

**Letter of Understanding #3**

October 31, 1985

(Entry Rate of Pay)

Mr. Fred A. Hardin

This confirms our understanding that the provisions of Article IX - Entry Rates of the August 25, 1978 National Agreement shall no longer apply on railroads parties to this Agreement except, however, that such Article or local rules or practices pertaining to this subject shall continue to apply to employees previously covered by such rules.

Please indicate your agreement by signing your name in the space provided below.

**ARTICLE C-10  
BRAKEMAN TRAINING AGREEMENT**

**Memorandum of Agreement**

October 30, 1974

(Brakeman Training Class Entry Rate of Pay)

Effective December 1, 1974, the Memorandum of Agreement of September 19, 1974, is cancelled, and the following shall apply in lieu thereof in the interest of hiring and training desirable employees:

1. When the Company hires inexperienced brakemen or yardmen and desires to enter them in a training program, said program shall be for a period not exceeding four weeks, for which each such trainee will be paid \$700.00, or the appropriate pro rata portion thereof in the event the entire period is not completed. This amount is subject to wage adjustments commensurate with adjustments applicable to yardmen and brakemen.
2. Trainees under this agreement will be subject to meal allowances and lodging (or allowances in lieu thereof) the same as brakemen on the road crews with whom they are in training. While otherwise engaged in the training program such as classroom studies, etc., at points other than where hired, trainees will be allowed actual necessary expenses to cover meals, lodging, transportation, and miscellaneous costs. Meal and miscellaneous costs will not be reimbursed in excess of \$7.00 per day.

3. After completing the training program and being placed on the working list, beginner's pay of seventy-five (75) percent of the usual pay for brakeman or yardman shall apply to the first sixty (60) working time slips entered by or on behalf of each individual who has come out of the training program.  
(Modified by Officer Crew Agreement, Article C-9, Page 239 and Road Agreement, Page 187)
4. Conductors and engine foremen who assist in training employees, when and as requested by the Company, during the four week period referred to in Section 1 hereof, will be paid an instructor's allowance of four dollars (\$4.00), subject to future wage adjustments, for each tour of duty when so engaged, separate and apart from other earnings.
5. The establishment of seniority and other employment rights after completing the training program, passing required examinations, etc., will be governed by the rules of the respective working agreements between the parties hereto. The probationary time limits specified in said working agreements start to run as of the date seniority is established.

**Memorandum of Agreement**  
February 23, 1998

\*\*\*\*\*  
**ESTABLISHMENT OF BRAKEMAN TRAINING BOARD(S) (BT Boards)**  
\*\*\*\*\*

A consequence of modifying crew consist agreements and Carrier's expanded use of conductor only assignments has been a decline in the number of brakeman assignments available on a territory to use as "training positions" for newly hired employees. This reduction has made it more difficult to provide new employees sufficient work opportunities to gain necessary experience before, and/or in preparation for, promotion to conductor; thereby extending the time required for an employee to acquire the necessary background and/or experience required to become a conductor. To help ensure employees possess sufficient experience when they are offered promotion to conductor, the parties have agreed to create Brakeman Training Boards (hereinafter also referred to as "BT Boards") to provide avenues for new switchmen/brakemen to obtain such experience. Accordingly, **IT IS AGREED:**

**I. ESTABLISHMENT OF BRAKEMAN TRAINING BOARDS**

- A. Carrier may establish special Brakeman Training Board(s) at any location(s) on the territory comprising the former Gulf Coast Lines (including the Houston Hub). The purpose of such boards will to provide work and/or training opportunities for new switchmen/brakemen:
- B. The establishment of BT Boards pursuant to Section A above will be subject to the following conditions:
  1. BT Boards may be established only at locations where a guaranteed combination road (conductor/brakeman) extra board or a guaranteed combination road/yard (conductor/brakeman/switchman) extra board exists.
  2. Brakeman assignments must exist in the territory protected by the guaranteed combination road extra board or guaranteed combination road/yard extra board at the location where the BT Board is to be established.
  3. Carrier will review in advance with the General Chairman and the appropriate Local Chairman its plans for establishing, including the estimated size and duration, a BT Board at a particular location.
  4. Carrier will determine the number of employees assigned to a BT Board. The number to be assigned will, however, be predicated on the work or training opportunities at a particular location.

**Note:** It is not intended senior non-promoted brakemen -- i.e., employees who are not "new hires" -- will be assigned to these boards. It is the parties' specific intent only newly hired employees will be assigned to these boards.



## **II. OPERATION AND ADMINISTRATION OF BT BOARDS**

- A. BT Boards will function and be administered as a guaranteed brakeman's extra board. Accordingly, these boards will be governed by applicable provisions of the Agreement and, in particular, the provisions set forth in Article II (Guaranteed Extra Board) of the Crew Consist Modification Agreement, dated December 1, 1988. Payment of guarantee will be subject to applicable entry rate provisions.
- B. Employees assigned to a BT Board will protect brakeman and road utility position vacancies at a location or in the territory protected by the extra board at that location. The BT Board will protect brakeman and road utility position vacancies before the existing extra board(s) at the location. In the event the BT Board is exhausted, the existing extra board will protect these vacancies in accordance with applicable Agreement provisions.
- C. Agreement provisions governing payment of "bonus day(s)," automatic days off, and other similar benefits are not intended to apply to employees assigned to BT Boards.

## **III. EXERCISES OF SENIORITY ON BT BOARDS**

- A. Carrier will make assignments to BT Boards. An employee may not exercise his or her seniority, either through bid or by displacement, to a position on a BT Board. Once assigned to a BT Board assignment, the employee may not be displaced therefrom by a senior trainman (including a senior new hire).

**Note:** Before their assignment(s), Carrier will provide the appropriate Local Chairman the names of employees it contemplates assigned to the board. In the event an issue arises concerning such assignments, the matter will be promptly referred to the General Chairman and the Director - Labor Relations for resolution.

- B. An employee's assignment to a BT Board will not preclude him or her from bidding on, and if successful, being assigned to a brakeman or switchman position. Employees assigned to BT Boards may exercise their seniority-- i.e., bid -- anytime to a brakeman or switchman vacancy or position.
- C. An employee may, subject to the needs of Carrier's service, transfer from one BT Board to another BT Board at a different location. Such transfer must, however, be approved in advance by appropriate CMS official and the appropriate Local Chairmen.
- D. If there are no bidders for a brakeman or switchman vacancy/position at a particular location, the junior employee assigned to a BT Board at the location will be force assigned to the vacancy/position.

## **IV. REGULATION OF BT BOARDS**

- A. Carrier will regulate the number of employees assigned to BT Boards.
- B. Carrier will work with Local Chairmen to ensure employees on BT Boards are being provided sufficient work opportunities and are being allowed time off. If a dispute should arise concerning the application of this Article IV, it will be promptly addressed by the General Chairman and Director - Labor Relations.
- C. Carrier will periodically review with the Local Chairman the manner in which employees assigned to the BT Boards are used, the types of assignments worked, etc.
- D. The work performed by employees assigned to BT Boards will not be used as a basis for reducing the number of employees assigned to the guaranteed combination road extra board or guaranteed road/yard extra board at the location. The work protected by employees assigned to the BT Board will be included in the mileages, etc. used for sizing the extra boards at the location.

**Note:** It is not intended the existence of BT Boards will result in reductions in other extra boards at the location. This does not, however, preclude Carrier from properly sizing extra boards to fit the needs of its service at the location and/or reduce extra boards to fill "no bid" vacancies, etc.

**V. GENERAL**

- A. The provisions of this Agreement were negotiated by the parties to address a unique set of circumstances. Thus, the parties handling of this matter and the provisions of this Agreement are to be considered as made without prejudice to any position(s) adopted by either party.
- B. In the event the provisions of existing Agreement rules conflict with the terms and/or intent of this Agreement, this Agreement will apply.
- C. The terms hereof will become effective on the date the parties sign this Agreement.

Signed this 23rd Day of February, 1998 in Houston, Texas

For the UTU:  
/s/ L. W. Parsons, Sr.  
General Chairman

For the Carrier:  
/s/ A. Terry Olin  
General Director - Labor Relations

**ARTICLE C-11  
PROMOTION TO CONDUCTOR**

**Memorandum of Agreement  
May 14, 1974  
(Conductor Promotion)**

In full and final settlement of notice served by the Carrier on March 12, 1974, under Section 6 of the Railway Labor Act, **IT IS AGREED:**

**Section 1.**

Promotion to conductor will be in the relative standing on the trainmen's seniority roster.

**Section 2.** (Superseded by November 1, 1991 National Agreement)

**Employees With Seniority Dates On Or After June 1, 1974:**

**Section 3.**

- (a) Trainmen employed on or after June 1, 1974, will be required to take examination for promotion to conductor after having completed two years of service. The examination will be given prior to the expiration of six months from the date of completion of two years of service and the trainmen will be notified by letter as to the time, date and place of the examination at least 30 days in advance thereof. In the event a trainman fails the first examination, he will be notified in writing with a copy to the Local Chairman and a second examination will be given after 60 days from the date of the first examination and prior to the expiration of 90 days therefrom. If the trainman so requests, the second examination will be administered by another transportation officer selected by the Superintendent and Local Chairman. If the Local Chairman and superintendent are unable to agree on the official as provided above, the matter will be referred to the General Chairman and the General Manager who will agree on the official to conduct the examination. In the event the selection of the officer is referred to the General Chairman and the General Manager, the time limit specified herein shall be extended by 30 days.
- (b) Trainmen employed on or after June 1, 1974 who fail the second examination for promotion to conductor will be notified in writing with a copy to the Local Chairman and will not be permitted to perform any additional service until they have passed the examination. Prior to the expiration of 60 days from the date of the second examination an employee covered by this paragraph may request a third examination in writing and such examination will be given within 30 days from the

date of request. If the employee does not report for examination as scheduled under paragraph (a) or request and pass the third examination referred to in this paragraph, he will forfeit all seniority. If the trainman so requests, the third examination will be administered by an officer other than the officer or officers who conducted the first and second examinations. The officer to conduct the third examination will be selected by the Superintendent and Local Chairman. If the Local Chairman and Superintendent are unable to agree on the official as provided above, the matter will be referred to the General Chairman and General Manager who will agree on the official to conduct the examination. In the event the selection of the officer is referred to the General Chairman and the General Manager, the time limit provided herein shall be extended by 30 days. The Local and/or General Chairman may be present when examinations are conducted.

**Section 4.** (Superceded by November 1, 1991 National Agreement)

**Section 5.**

Nothing herein abridges the right of the Organization to progress disputes arising out of the application of this agreement.

This agreement becomes effective June 1, 1974, and supersedes all other agreements to the extent necessary to conform herewith.

Signed at St. Louis, Missouri, this 14th day of May, 1974.

For The Employees:  
/s/ V. O. Niles

For The Carrier:  
/s/ O. B. Sayers

**Questions and Answers Covering Application of  
Conductor Promotion Agreement  
June 1, 1974**

**General Questions:**

**Section 1:** (No Longer Valid)

**Section 2:** (No Longer Valid)

**Section 3:**

Q. Will trainmen hired after June 1, 1974, be forced to take promotion in accordance with the procedure set forth in Section 3?

A. Yes, it will be a condition of employment.

Q. How will these men be placed on the conductors' roster?

A. In accordance with their relative standing on the trainmen's seniority roster regardless of when they pass the qualifying examination.

Q. What about employees on leave of absence, off due to illness, on vacation, in military service, serving actual days suspension or who are discharged at the time due to take qualifying examination?

A. They will be required to take the qualifying examination in the next class for which they are available, and will be given a seniority date the same as if they had been in service.

Q. Does this new rule permit runarounds in promotion for employees hired on or after June 1, 1974?

A. No.

**Section 4:** (No Longer Valid)

/s/ V. O. Niles

/s/ O. B. Sayers

**Memorandum of Agreement**  
October 7, 1976  
(Conductor Promotion Class Notification)

**IT IS AGREED:**

Section 3 of agreement dated May 14, 1974, covering conductor promotion examinations is modified to the extent employees will be notified as to time, date and place of examination by Superintendent's General Notice, in lieu of by letter.

This agreement signed at St. Louis, Missouri, this 7th day of October, 1976, becomes effective October 15, 1976, and shall remain in effect until changed or amended in accordance with the provisions of the Railway Labor Act, as amended.

For The Employees:  
/s/ V. O. Niles

For The Carrier:  
/s/ O. B. Sayers

**November 1, 1991 National Agreement**  
**Article V - Promotion/Retention of Seniority**  
(Forced Conductor Promotion)

All trainmen must accept promotion to conductor/foreman when offered by the railroad. Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/foreman rights.

Except as modified hereby, existing rules and practices governing promotion continue in effect.

**Side Letter #9**  
November 1, 1991  
(Forced Conductor Promotion)

Mr. L. W. Swert

This refers to our discussion of application of the recommendations of PEB 219, promotion/retention of seniority, which are contained in Article V of this Implementing Document, to employees who established train service seniority prior to November 1, 1985, but who either have not been promoted to conductor or who relinquished their conductor rights.

You were given assurance that when such employees are called up for promotion the carriers will cooperate in furnishing such assistance as may be appropriate in preparing them to take the promotional examination. This could include up to three follow up examinations, verbal coaching or examinations, additional study materials or other preparatory assistance appropriate to the circumstances of the individual cases.

If it still develops that, despite his best efforts, such an employee cannot qualify as a conductor, he may be permitted to continue to work in train service provided that his retention does not result in the carrier being required under existing rules to utilize a surplus (unnecessary) employee; fill or cause to be filled a position which otherwise would be blanked under a crew consist agreement; nor cause the creation or the continuation of a reserve pool position or any other protective position. During periods when he does not stand to hold a position because any of these conditions exist he will be furloughed.

Any train service employee continued in service under these conditions who is subject to the provisions of any protective agreement or arrangement will be treated as occupying the conductor position with the highest earnings which his conductor seniority, if it had been established, would have permitted him to hold.

Please indicate your agreement by signing your name in the space provided below.

I agree:  
/s/ L. W. Swert

Yours very truly,  
/s/ C. I. Hopkins, Jr.

**Memorandum of Agreement**  
**February 22, 1996**  
**(Amended Conductor Promotion and Foreman Promotion Rule)**

With the adoption of the Modified Crew Consist Agreement in 1988 and the subsequent Conductor Only Agreement, the work opportunities available to perform brakeman service has decreased significantly which in turn has limited employees' opportunities for acquiring the basic skills necessary for promotion to Conductor.

In this regard, the parties recognize the need to provide procedures for promotional training opportunities without sacrificing the importance of safety.

Therefore, in an effort to improve such opportunities, the parties agree to the following:

**I - Promoting And Hiring Conductors**

A. Employees with six (6) months or more of service, will be promoted to conductor in seniority order as brakeman, except as provided in Side Letter #2. Employees will be placed into a formal Conductor/Foreman Trainee Program as follows:

1. The training program may consist of classroom instruction and work experience, as determined by the Carrier. All necessary classrooms, books, materials, instructions and examinations shall be furnished by the Carrier.

Q: What is meant by the term "work experience"?

A: Each trainee will be required to complete a training program of trips balanced between road and yard assignments as determined by the local operating officer and local chairman.

Q: Must employees be placed into the formal training program immediately after attaining six (6) months of service?

A: No, the Carrier may elect to delay such training if there is a sufficient supply of conductors to meet the needs of service.

**Note:** The local operating officer will coordinate the training trips with CMS to ensure the needs of service are not compromised.

2. The training program for each territory agreed to, and any intended substantial changes therein, shall be reviewed from time to time by the Carrier Representative and the General Chairman.
3. The General Chairman shall be furnished the name and address of each Conductor/Foreman Trainee entering the training program, and the date they are placed in training. Trainmen will be notified as to the time, date and place of the training at least thirty (30) days in advance thereof.
4. If during the training program as scheduled attendance is not required on a day or days of a calendar week, Conductor/Foreman Trainee(s) will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances a Conductor/Foreman Trainee(s) will not be permitted to perform other service.
5. As near as practicable, in class training days will be scheduled not to exceed eight (8) hours; it being recognized however that single trips for on the job training may of necessity exceed such hours.
6. Conductor/Foreman Trainee(s) assigned to a scheduled training program will not be used as a brakeman or yardman prior to completion of the training program if any qualified regular or extra train/yard service employee can be used.

7. A Conductor/Foreman Trainee will not be required to make on the job training trips on another seniority territory other than that for which he/she is being trained, including an entire interdivisional territory, unless mutually agreed to by the Organization and the Carrier.
8. If a Conductor/Foreman Trainee who, after starting the training program, is unable to continue the training due to sickness or proper leave of absence he/she will not be regarded as having failed. The decision as to whether they must start the program at the beginning or at another point in the program will be made by the Carrier after consulting with the General Chairman or his designated representative.
9. A Conductor/Foreman Trainee(s) undergoing on the job training shall receive lodging accommodations or allowances in lieu thereof and meal allowances as provided under the applicable UTU(C&T) Agreements.
10. Adequate records of Conductor/Foreman Trainee(s) on the job and class room training progress shall be maintained by the Carrier, and upon request, be reviewed with the General Chairman.
11. When it becomes evident that a Conductor/Foreman Trainee(s) will not complete the on the job training satisfactorily, such employee will be required to consult with the Carrier Instructor(s) and the General Chairman or designated representative for the purpose of identifying and possibly overcoming any problems.
12. If an employee fails to successfully pass the Conductor Examination, such employee, as provided in Side Letter #1, will be required to consult with the designated Carrier and Organization representatives for the purpose of identifying and possibly overcoming any problems associated therewith. Subsequent to that conference, the employee will be provided a second opportunity to pass such examination, which will be given not less than ten (10) days, but not more than thirty (30) days, following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless mutually agreed otherwise.

Q: May an employee request to take additional training trips before taking the second examination?

A: Yes.

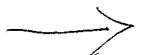
An employee failing to pass the second examination will be provided a third opportunity to pass such examination which will be given in not less that ten (10), but not more than fifteen (15) days. An employee failing to pass the third examination will be terminated.

Q: Will the Carrier automatically schedule the third exam?

A: No, the employee must request the exam in writing.

If an employee does not report for training as scheduled under Paragraph 12 or request and pass the third examination referred to in this paragraph, he will forfeit all seniority.

13. Failure to complete the training program in accordance with the terms of this Rule or failure to pass the final examination on the third attempt will result in the Conductor/Foreman Trainee's termination from all service of the Carrier.
  14. A Conductor/Foreman Trainee(s) shall be paid a Conductor/Foreman Trainee rate of pay of \$104.55 per day/trip during such time as he/she is assigned to the training program, which is subject to general wage adjustments.
- B. Employees successfully completing the Conductor/Foreman Promotion Examination under this rule shall be certified as a qualified Conductor and shall be awarded a certificate so stating. The employee's conductor seniority date will be in the same relative standing as their brakeman's seniority date. The Carrier shall furnish the General Chairman with the names of the employees so certified along with the date of such certification and their conductor's seniority standing.



- C. When a Conductor/Foreman Trainee(s) participating in the training program is required to receive on the job training, the conductor on the job selected will assist the Conductor/Foreman Trainee(s) in training with the responsibilities and functions of conductors/foremen under actual working conditions.
1. The presence of a Conductor/Foreman Trainee(s) will not affect the payment of any productivity payment to regular crew members if they otherwise would be entitled to same or any other payment under applicable rules and/or agreements.
  2. Conductors will be required to complete progress reports on Conductor/Foreman Trainee(s), as may be directed by the Carrier.
 

Q: May a Conductor/Foreman Trainee be assigned to a particular Conductor for training purposes?

A: Yes, and such Conductor will be jointly agreed to by the Local Carrier Officer and the Local Chairman.
  3. Conductor Trainers will be compensated a minimum of \$10.00 a day subject to future wage increases. Such Trainer compensation will not offset guarantees. Time spent in deadheading or waiting for transportation after being relieved from service will not be considered as training time.
 

Q: Is the above Trainer compensation duplicate time payment?

A: No.

## II - General

- A. The parties hereto recognize the complexities involved in the Agreement, and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, should any disputes arise from its application, they will be handled expeditiously in conference by the General Chairman, the Director of Labor Relations and other affected parties. Such conference will be held promptly at the request of either party.
- B. The provisions of the Memorandum of Agreement will become effective March 1, 1996, and will remain in full force and effect thereafter unless modified or amended by the provisions of the Railway Labor Act.
- C. Any Agreement Rules, side letters or understandings that may be in conflict with this Agreement will be superseded by the provisions of this Agreement.

Signed this 22nd of February 1996.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

/s/ A. T. Olin

**Side Letter #1**  
**February 22, 1996**  
 (Conductor Promotion)

Mr. Larry W. Parsons, Sr.

This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule and, specifically, the concern expressed by the Organization regarding the Carrier's promotion of employees to Conductor/Foreman positions before such employees may possess sufficient training or experience to effectively and safely perform the duties required of a Conductor.

As confirmed in our discussions, it both the Carrier's and Organization's desire that those employees promoted to the Conductor position are fully trained and capable of performing the required duties. Therefore, in recognition of your Organization's concerns, and as provided in Section 1(A)(12), it is agreed that in the event the Organization believes an employee is not ready or capable of safely and effectively performing the duties required of a Conductor, the Organization may request additional

# MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION  
(Houston Hub)

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## PEER TRAINING AGREEMENT

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The parties recognize that factors such as new or enhanced technology, reporting requirements, the interest in improving employees performance and safety through training, etc., have created a need for expanded training programs. The use of peer training has proven to be an effective means to support various training programs. Accordingly, parties agree the Carrier may supplement its training programs in the Houston Hub with peer trainers as follows;

1. The Carrier may develop a pool of peer trainers for both class room and field training purposes. The Carrier will determine the number of peer trainers in the pool.
2. The appropriate Carrier Officer(s) and the UTU General Chairman, or his designated representative(s), will work together to select peer trainer candidates who, in the judgement of the parties, are best qualified to act as peer trainers. It is anticipated that positions will be established at major home terminals within the Houston Hub but the parties recognize that the trainers may be sent to any terminal within the Houston Hub to assist with training. Trainers may also be required to train new trainers.

Note: It may not be necessary to have trainers in each Zone in the Houston Hub. A trainer may train employees anywhere within the Houston Hub. Peer trainers may be utilized to train any employee in the environments the trainer is qualified to provide training.

3. Employees selected as peer trainers will serve in that capacity for a minimum of twenty-four (24) months subject to the following:
  - (a) Employees participating as peer trainers will attend all necessary classes to qualify as a trainer.
  - (b) If necessary, the last month of the assignment will be devoted to assisting with training replacement(s).
  - (c) Peer trainers involved in an ongoing training assignment at the expiration of the two (2) year period will be permitted to complete the assignment.
  - (d) The parties may agree to extend an individual's peer training assignment an additional one (1) year each anniversary date following the expiration of the first two (2) year term.



Q 1. May the peer training assignment be extend additional years after the first y extension.

A 1. Yes. In one (1) year increments if the parties mutually agree.

(e) No later than June 20 of each year, peer trainers will be required to report writing, to the General Chairman and the Carrier's designated representative whether they have or will accept system wide assignments outside t Houston Hub. Such peer trainers accepting peer trainer assignments outs the Houston Hub will not be permitted to hold an equity slot on the zo rosters in the Houston Hub. System trainers returning to active duty will o be permitted to exercise their common seniority until the annual realignme ("ratchet") of the roster(s) pursuant to the controlling agreement.

Note: Peer trainers failing to report to the General Chairman and the Carri designated representative their intent to accept trainer assignments outside t Houston Hub will not be permitted to accept peer training assignments outside t Houston Hub.

(f) Peer trainers will be required to maintain proficiency conductor/brakemen/yardmen while assigned to the peer training pool taking all required examinations.

(g) A peer trainer may be relieved of his/her duties as a peer trainer by agreeme between the Carrier and the Organization.

4. Peer trainers may be utilized for any training needs including, but not limited to, the following classroom and/or on-the-job training:

- (a) Rules examination.
- (b) Familiarization.
- (c) Operation Life Saver.
- (d) ATCS training.
- (e) Electronic tie-up.
- (f) FRA reporting.
- (g) TCS skills.
- (h) Hump system.
- (i) TE&Y help desk.
- (j) Conductor/foreman training.
- (k) Industrial switching/spotting instruction.

Employees may be proficient or become qualified as a peer trainer in some or all o the environments where trainers are utilized. When a training need arises in the Houston Hub, the Carrier will select qualified peer trainer(s) from the pool of trainer for the particular assignment. If the peer training assignment is anticipated to be thirt (30) days or less, the resulting vacancy caused by the peer trainer leaving conductor/brakeman/yardman assignment will be treated as temporary vacanc under the existing rules. If the vacancy is anticipated to be for thirty-one (31) days o more days, then it will be treated as a permanent vacancy under existing rules. It i recognized manpower needs and other factors may lengthen assignments original estimated to be less than thirty (30) days. In these cases the assignments will b bulletined as soon as it is known the peer trainer assignment will be longer than thirt (30) days.

NOTE 1: The parties recognize that certain training will require the carrier to use highly trained or specialized trainers or use more trainers than are available within Houston Hub. In these cases the Carrier may utilize peer trainers from outside Houston Hub to accommodate the training needs. In this case Houston Hub trained and qualified in the training needs will be utilized along with those from outside Houston Hub.

NOTE 2: Peer trainers may be required to analyze and update data in connection with preparation or execution of training classes, to organize and schedule class attendance, and to determine class size based on workforce requirements in connection with their peer training assignment.

NOTE 3: Peer trainers may be utilized as C.O.R.E. trainers independent from the terms of the C.O.R.E. training agreement.

Q 1: Can a peer trainer be used to conduct or assist in conducting efficiency training?  
A 1: No.

Q 2: Will peer trainers be required to testify in disciplinary hearings regarding training given to an employee who is charged with a rule violation?  
A 2: No.

5. Peer trainer shall be compensated as follows:

- (a) \$227.10 per day while attending "train the trainer" classes or working as a peer trainer. Employees occupying a reserve board position shall be paid \$149.97 per day in addition to reserve board compensation and shall remain subject to recall under the controlling agreement provisions.
- (b) When applicable, the daily rate shall be paid for the day preceding commencement of the training classes or an assignment and for the day following the last day of the class or assignment in order to accommodate travel and/or rest.
- (c) Full time peer trainers (i. e. assigned for thirty (30) or more consecutive days including rest days) shall be guaranteed twenty-two (22) days per month.
- (d) The daily rates are subject to COLA and other general wage adjustments.
- (e) When required to work or attend classes at Houston Hub locations more than thirty (30) miles from the employee's residence or attend "train the trainer" classes held at locations outside the Houston Hub, employees will be compensated for travel arranged by the Carrier and expenses while away from home. Employees who receive permission to drive their personal automobiles will be reimbursed at the current IRS mileage rate. Employees must turn in expense forms showing receipts for actual lodging, travel and meal expenses subject to Carrier policy.
- (f) Employees working as peer trainers will be treated as occupying the highest rated position for purposes of computing any applicable wage protection.

(g) It is understood that all time spent (including travel and assigned rest days) any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Monies earned as a peer trainer will be used to offset guarantee where applicable. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and earnings.

6. When there is a need to reduce the number of peer trainers assigned to a project the group working on the project as peer trainers should be canvassed for volunteers who wish to return to regular duty. If there are insufficient volunteers, then reduction will be made in reverse seniority order.

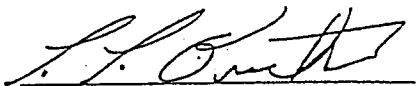
7. Problems or disputes associated with application of this agreement will be handled between the General Chairman and Director of Labor Relations within ten (10) days of receipt of written notice.

8. This agreement may be canceled by either party upon sixty (60) days' advance written notice to other party of its intent to cancel. During that time, the parties will meet to discuss the reasons for serving the cancellation notice in an effort to resolve those issues and avoid cancellation of the agreement.

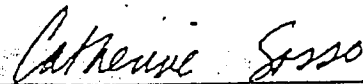
Signed this 15<sup>th</sup> day of June, 2000.

United Transportation Union:

Union Pacific Railroad Company



L. L. Overton  
General Chairman, UTU



C. J. Sosso  
Director Labor Relations, UPRR

training for said employee. This request must be made in a timely manner to the Superintendent before the second examination is taken. The Organization and the involved Superintendent will review the employee's training and work performance and will endeavor to jointly determine whether additional training is required. If such a determination is made, the involved employee will not be promoted to a Conductor position until such time as additional training has been completed.

In the event the Organization and Superintendent are not able to resolve, to both parties' satisfaction, whether the employee is ready for promotion to Conductor, the matter will be expeditiously directed to the Director-Labor Relations for his/her review. The purpose of this final review will be to ensure the employee has been provided sufficient training and/or work experience to perform the duties of a Conductor. In connection therewith, it is understood that during the period following the Organization's request of the Superintendent to review an employee's training and work history, and continuing until the matter is jointly resolved with the Superintendent or, if necessary, reviewed by the Director Labor Relations, said employee will not be promoted to the Conductor position.

If the foregoing properly reflects our understanding and agreement, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

**Side Letter #2**  
February 22, 1996  
(Conductor Promotion, Less than Six (6) months)

This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule and, specifically, the Carrier's concern about the need to promote employees to Conductor/Foreman before they have been in service six months.

As confirmed in our discussions, it is both the Carrier's and the Organization's desire that employees leave six months service before being promoted. However, if there is an immediate need for conductors on a particular seniority district or employees will be placed in furlough status because of no work opportunities as Brakeman/Helper, trainmen may be required to enter the Conductor/Foreman Promotion Program in seniority order irrespective of their length of service as trainmen. In addition, it is recognized additional training, i.e., service trips, may be required due to limited experience.

If the foregoing properly reflects our understanding and agreement, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

**Letter of Understanding**  
January 15, 1997  
(Conductor Promotion / Borrow outs / Seniority Ranking)

This has reference to the parties' various correspondence and discussions regarding recent questions and disputes concerning application of Article I, Section B of the Conductor Promotion Agreement, dated February 22, 1996.

The influx of trainmen transferring from other Carrier territories to the Gulf Coast Lines and the significant number of "borrowed out" employees ("borrow outs") being used on the Gulf Coast Lines have raised several questions regarding the manner in which these transferees and borrow out employees acquire seniority as a Conductor on the Gulf Coast Line; particularly when there may also be a formal Conductor promotion training class in progress at the same time.

Article I, Section A of the Conductor Promotion Agreement, dated February 22, 1996, provides, in relevant part:

*" . . . The employee's conductor seniority date will be in the same relative standing as their brakeman's seniority date . . . "*

In negotiating the Conductor Promotion Agreement, it was the parties' intent the provisions thereof would apply only to trainmen assigned to attend a formal Conductor training program. It was not, however, envisioned these covenants would also apply to employees who were qualified as Conductors on other territories (or who had successfully completed a formal conductor training program elsewhere) and who subsequently transferred to the Gulf Coast Lines or to borrowed outs qualified as conductors who are working on the Gulf Coast Lines on a temporary basis.

Therefore, and in order to avoid future problems with respect to the application of the above-cited provisions, the parties hereto agree the provisions of Article I, Section B are intended to apply only to employees who do not possess prior seniority or work experience as a Conductor and who are accordingly selected to go into a formal training program for promotion to Conductor. In that regard, it specifically agreed Section B will not apply to employees transferring to the Gulf Coast Lines who had previous seniority or experience as a Conductor or to employees who "borrowing out" on the Gulf Coast Lines who likewise had previous seniority or experience as Conductor. Employees transferring to or "borrowing out" on Gulf Coast Lines who possess previous seniority and/or experience as a Conductor will establish their seniority date and rankings on applicable seniority roster as the date they first perform compensated service as a Conductor on a territory comprising the Gulf Coast Lines.

Finally, nothing herein shall serve to preclude the Carrier from requiring an employee who may have previously been a qualified Conductor elsewhere or who had prior work experience as a Conductor to participate in and successfully complete a formal Conductor promotion training program.

If the foregoing properly and accurately reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

**ARTICLE C-12  
TRANSFERRING TO FIREMAN CRAFT**

**Memorandum of Agreement  
May 24, 1978**

**IT IS AGREED:**

1. An employee with one or more year's seniority in the craft of switchman, brakeman and/or conductor making application and being selected for employment as fireman will retain all seniority accumulated in train and/or yard service and will continue to accumulate seniority in such service, subject to the following:
2. An employee who transfers from switchman, brakeman or conductor and who passes all required examinations for entry into engine service will be subject to agreement rules applicable to engine service employees and, except to the extent permissible on the date of this agreement, will not be permitted to perform service as switchman, brakeman or conductor unless unable to hold any position in engine service, including hostler and hostler helper.
3. In the event such employee is unable to hold any position in engine service and returns to the craft of switchman, brakeman or conductor, he may not be used in engine service, except to the extent permissible on the date of this agreement, until recalled to engine service under the applicable rules and agreements.
4. Movement from one craft to another under the terms of this agreement shall not be considered to break the continuity of the employee's service and all rights and benefits earned or granted to said employee under combined service with the carrier will be maintained.
5. The making of this agreement does not prohibit or restrict the Carrier in any way from selecting applicants for employment as firemen from any class or craft or group of non-employees.

This Memorandum of Agreement shall become effective June 1, 1978, and will remain in effect unless and until changed in accordance with the terms of the Railway Labor Act, except that should this agreement conflict with any subsequent agreements reached in National Handling it may be cancelled by either part signatory hereto giving five (5) days' written notice to the other party.

Signed at St. Louis, Missouri, this 24th day of May, 1978.

/s/ V. O. Niles, UTU

/s/ O. B. Sayers

**Note:** The language "one or more years" eliminated by agreement below

**Letter of Understanding**  
August 14, 1979  
(Eliminate One (1) Year Requirement)

This has reference to the Agreement of April 19, 1978, with Mr. Gilbreath and Agreements of May 24, 1978, with Messrs. Niles and Newcomb, providing for the retention of seniority by switchmen, brakemen and/or conductors who are selected for employment as firemen.

The Agreement by its terms, is applicable to employees with seniority of one year or more. It was understood in making the Agreements that if the procedure was changed so that employees with less than one year's seniority were selected for employment as firemen, they would likewise be permitted to retain seniority under the Agreement.

Because there is no restriction contained in Article VIII of the Agreement of August 25, 1978, and because the Carrier has changed its procedures so that employees with less than one year's seniority are now employed as firemen, this is to request your concurrence in eliminating the words "one or more year's" from the first line in Section 1 of the above mentioned Agreements. We would likewise request your concurrence in making the change retroactive to cover any employee who had less than one year's seniority when establishing seniority as a fireman.

**Memorandum Agreement**  
July 28, 1980  
(Retaining Trainman Seniority)

Reference to the Agreement signed May 24, 1978 with respect to switchmen, brakemen and/or conductors transferring to employment as firemen and retaining their seniority as switchman, brakeman and/or conductor. In order to eliminate further disputes with respect to firemen voluntarily relinquishing their seniority as firemen and returning to protect their seniority as switchman, brakeman and/or conductor, it is agreed that the following shall govern:

- (A) An employee who has transferred to fireman will be permitted to relinquish his seniority as fireman and return to protect his seniority as switchman, brakeman and/or conductors provided he gives written notice to proper authority to do so within six (6) months from the date fireman's seniority is established. (Modified by 1985 National Agreement)
- (B) An employee who, prior to promotion to locomotive engineer, is found to be medically disqualified for position of fireman may relinquish established fireman's seniority by written notice to proper authority and return to his seniority as switchman, brakeman and/or conductor provided he is medically qualified to do so.
- (C) An employee's written notification relinquishing firemen's seniority under either (A) or (B) above shall be irrevocable, and it is understood that relinquishing firemen's rights will not serve to qualify such employee for displacement rights over junior employees working as switchmen, brakemen and/or conductor.
- (D) Except for the conditions set forth in (A) and (B) hereof, no employee will be permitted to voluntarily relinquish established fireman's seniority and return to prior rights as switchman, brakeman and/or conductor.

- (E) Employees relinquishing seniority under (A) or (B) will not again be permitted to transfer into engine service with retention of seniority.

Signed at St. Louis, Missouri, this 28th day of July, 1980.

/s/ V. O. Niles, UTU

/s/ O. B. Sayers

**Excerpt of IGN Import Agreement**

March 30, 1998

(Engineer Promotion)

**VI. Selection of Trainmen for Promotion to Engine Service**

- A. Notices advertising for volunteers/applicants for engine service training in the Houston Hub will be posted at locations available to interested employees in the Houston Hub.
- B. Selection (or assignment) of trainmen for engine service training will be made in seniority order, based on the employee's oldest Houston Hub trainman seniority date.

**Letter of Understanding**

July 20, 1987

(Filling Vacancies Hostlers/Hostlers Helpers in Houston)

Please refer to our conversation of July 15, 1987 concerning Article XIII, Section 1, Item 10(c) of the National Agreement of October 31, 1985 and the filling of temporary vacancies for hostlers/hostler helpers at Houston.

Inasmuch as there is no yard or combined road/yard extra board at Houston it was suggested that temporary vacancies for hostlers/hostler helpers be filled off the Houston Guarantee Board for Brakemen in the absence of eligible firemen.

If you are in agreement with the foregoing suggestion, the Carrier is willing to apply the provisions of the Memorandum of Agreement, dated April 1, 1987 governing the use of switchmen used to protect temporary vacancies as hostlers/ hostler helpers to employees used to protect such service at Houston.

If the foregoing meets with your approval, please so indicate by signing in the space provided and return with advice as to the number of copies you desire.

/s/ R. A. Green, UTU

/s/ T. L. Wilson, Sr.

\*\* This will confirm our conversation of August 31, 1987, that this Agreement shall become effective September 1, 1987, and may be cancelled by either party upon serving five (5) days' written notice.

/s/ R. A. Green, UTU

/s/ T. L. Wilson, Sr.

**Memorandum Agreement**

April 1, 1987

(Hostling Yard Rate of Pay)

The following will apply to Switchmen qualified as hostlers/hostler helpers when used to protect temporary vacancies as such pursuant to the provisions of the UTU National Agreement of October 31, 1985:

1. Yard rate applicable to switchmen will be allowed.
2. Service will be treated the same as if the tour of shift had been as a switchman for purposes of applying the 22 ½ Hour Rule of the Five Day Work Week Agreement or the overtime provisions of the appropriate basic agreement.

3. When switching vacancies and hostling vacancies have identical call times, the switching vacancies shall be filled first.

This agreement signed at Spring, Texas becomes effective April 1, 1987.

/s/ R. A. Green, UTU

/s/ T. L. Wilson, Sr.

**Letter of Understanding**  
September 7, 1993  
(Hostler Qualification at Houston)

This has reference to our discussion of August 24, 1993 concerning the certification/qualification of hostlers, particularly at Houston.

It appears that our attempts to get trainmen processed are being thwarted to some extent by our regulation of the extra board at Houston. You cited a couple of cases where individuals in the process of making student trips were cut off the Houston Extra Board and returned to Palestine.

You suggested that we exclude or exempt such individuals from being reduced off the Board while making student trips. I believe your suggestion has merit and will help accelerate the qualification of trainmen as engineers (hostlers).

If you concur, the following will be placed in effect:

"When making a reduction of the Brakeman's Guarantee Board at Houston, no individual that is actually in the process of making hostler student trips (presently six (6) ) may be released from the board until such trips have been completed.

Individuals retained under this rule are not to be used in any other service."

The foregoing may be cancelled by either party upon five (5) days' written notice to the other.

AGREED:

/s/ J. L. Warren

/s/ T. L. Wilson, Sr.

**Memorandum Agreement**  
September 27, 1990  
(Protecting Hostler Positions By Trainmen)

**IT IS AGREED:**

There shall be no change in the duties of hostlers/helpers, however, trainmen protecting such positions will be subject to the following:

- (1) Positions will be advertised in accordance with the appropriate yard rules.

**Note:** Should a position go no bid and the Carrier desire to fill same, it shall have the option of:

- (a) working the vacancy off the appropriate extra board, or;
- (b) force assigning the vacancy in the following sequence:
  - (i) Junior protected yardman holding a blankable position.
  - (ii) Junior protected brakeman holding a blankable position.
  - (iii) Junior non-protected yardman from the appropriate extra board.
  - (iv) Junior non-protected brakeman from the road or combination road/yard extra board.

If the assignment is worked off the extra board, the position must be re-advertised in the normal manner before assignment to the position may be made.



- (2) Overtime rules applicable to regular and extra yardmen shall apply.
- (3) The yard helper rate of pay, presently \$115.39 per day, shall apply to each position.
- (4) Basic day, starting time and meal period rules will apply.
- (5) Crew Consist protected individuals working these positions shall receive a trip credit in the appropriate productivity fund for each tour worked.
- (6) Crew Consist protected individuals force assigned to one of these positions shall be treated as though forced to a "must fill" position.

This agreement signed this 27th day of September, 1990 shall be considered a separate agreement between the Carrier and each General Committee signatory hereto. It shall remain in effect for a minimum period of six (6) months following which the parties shall confer to review the operation. Should either party so desire, the agreement may be cancelled; otherwise, any modification deemed necessary may be made and the agreement continued subject to the terms of the Railroad Labor Act, as amended, insofar as cancellation.

For The UTU (C&T):  
 /s/ R. A. Green  
 /s/ S. B. Rudel

For The Carrier:  
 /s/ R. R. Gentry  
 /s/ G. A. McIntosh  
 /s/ T. L. Wilson, Sr.

**Excerpt of IGN Import Agreement**  
 March 30, 1998  
 (Hostler Vacancies in Houston Hub)

**VII. Hostler Positions**

- A. Except as provided in the Merger Agreement, hostler positions in the Houston Hub will be filled according to applicable provisions of the IGN Agreement and National Agreement provisions.
- B. Hostler vacancies will be protected by the protecting yard extra board. Hostler vacancies at Settegast Yard will first be protected by the Settegast Yard extra board (if the Settegast Yard extra board is depleted, the Houston Zone 5 extra board at Englewood Yard may be used). Hostler vacancies at Englewood Yard will be protected by the Houston Zone 5 extra board (if this extra board is depleted, the Settegast Yard extra board may be used) if there are no "fixture" hostlers available, pursuant to Side Letter #7 of the Merger Agreement, to protect the assignments. If there are hostler vacancies elsewhere in Zone 5 (outside Englewood and/or Settegast Yards), such vacancies will be protected by the Zone 5 extra board.

**October 31, 1995 National Agreement**  
**Article XIII**

(Engineman Establishing Brakeman Seniority)

**Section 2 - Establishing Brakemen Seniority**

- (1) Engine service employees not possessing ground service seniority as of November 1, 1985, shall be placed on the bottom of the appropriate ground service roster upon implementation of this Section. Such employees will be allowed to relinquish their newly acquired seniority during a ninety (90) day period following such implementation.
- (2) On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman on the date he or she establishes seniority in engine service.

- (3) An employee establishing seniority as trainman under this Section 2 shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.
- (4) Provisions for implementing this requirement shall be agreed upon with the appropriate trainmen's representative on each carrier hereto within ninety (90) days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:
  - (a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Board to name an arbitrator.
  - (b) The authority of the arbitrator will be limited to deciding the procedures that will govern the placement of engine service employees on ground service seniority rosters including the determination of which rosters are "appropriate."
  - (c) An award will be rendered within 45 days of the date the arbitrator is named.

### Section 3 - Retention of Seniority

- (1) Subject to the carrier's legal obligations, when selecting new applicants for engine service, opportunity shall first be given to employees in train and yard service on the basis of their relative seniority standing, fitness and other qualifications being equal. Transfer of engineers from one seniority district to another on the same railroad system will not be violative of this provision.
- (2) Any person who is selected for engine service and does not have seniority as trainman will acquire seniority as trainman upon entering engine service, subject to paragraph (3) hereof.
- (3) An employee who has established seniority as conductor (foreman), trainman (brakeman/yardman), hostler or hostler helper (but without seniority as a locomotive fireman) who is selected for engine service shall retain his seniority standing and all other rights in train and/or yard or hostling service. However, such employee shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper.
- (4) This Section 3 replaces and supersedes Article VIII of the August 25, 1978 National Agreement.

### Section 4 - Promotion

The following principles will govern in the selection and promotion to engine service and conductor/foreman:

- (1) Trainmen who established seniority prior to November 1, 1985 will be governed by existing rules with respect to promotion to conductor/foreman and will not be required to accept promotion to engine service.
- (2) Trainmen who establish seniority on or after November 1, 1985 must accept promotion to conductor/foreman in proper turn.
- (3) Trainmen who establish seniority on or after November 1, 1985 will be selected for engine service in accordance with Section 3 of this Article XIII. However, if a sufficient number of trainmen (including those promoted to conductor) do not make application for engine service to meet the carrier's needs, such needs will be met by requiring trainmen (including promoted conductors) who establish seniority On or after November 1, 1985 to take engine service assignments or forfeit seniority in train service.

- (4) If the carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen (including promoted conductors) in service with a seniority date on or after November 1, 1985 who must accept promotion to engine service or forfeit seniority in train service, the carrier may hire qualified engineers or train others for engine service. Provisions for implementing these principles shall be agreed upon on each carrier party hereto within ninety (90) days following the date of this Agreement. If the parties are unable to agree, the matter shall be arbitrated at the request of either party under the following provisions:
- (a) The parties will endeavor to agree upon an arbitrator. If they fail to agree, either may request the National Mediation Board to name an arbitrator.
  - (b) The authority of the arbitrator will be limited to deciding the procedures that will govern the promotion of trainmen and the forfeiture of seniority in the event of failure to qualify for promotion.
  - (c) An award will be rendered within 45 days of the date the arbitrator is named.

#### Section 5 - Application

Any conflict between the changes set forth herein and the provisions of the July 19, 1972 Manning Agreement, as revised, shall be resolved in accordance with the provisions of this Agreement.

### **ARTICLE C-13 TIME LIMIT ON CLAIMS**

#### **Memorandum of Agreement April 23, 1984**

The Agreement signed October 8, 1973 covering the handling of claims is amended as follows:

#### **Article I**

All claims must be presented in writing by the employee or his representative to the officer of the Company authorized to receive same within thirty (30) days from the date of occurrence on which the claim is based, otherwise the claim is thereafter barred. Should such claim be disallowed, the Carrier shall, within sixty (60) days from date same is filed, notify the employee in writing the reason for such disallowance.

#### **Article II**

If a disallowed claim is to be appealed, such appeal must be taken to the Superintendent within sixty (60) days from date of receipt of the Superintendent's notice of disallowance. Where the representative desires to discuss claims in conference with the Superintendent, he may so advise, furnishing a list of the claims to be discussed in lieu of appealing each claim by letter.

#### **Article III**

When an appeal is made to the Superintendent, the Superintendent shall, within sixty (60) days from the date of receipt of such appeal, notify the representative of his decision in writing, giving reason for his decision. If no conference is held with the Superintendent, the appeal period to the Director-Labor Relations shall date from the date of receipt of the decision of the Superintendent following the appeal.

#### **Article IV**

- (a) If conference with the Superintendent is desired by the representative, request for same must be made to the Superintendent within sixty (60) days from date of receipt of the Superintendent's decision following appeal as set forth in Article III and the Superintendent will (within thirty (30) days from receipt of letter of request) set a date for conference within sixty days from date of receipt of the letter of request. The Superintendent will render his decision within sixty (60) days following conference, and the appeal period to the Director-Labor Relations shall date from the date of receipt of the Superintendent's decision following conference. The time limit for holding conference as set forth herein may be extended by mutual agreement between the parties. Where claims are not settled in conference with the Superintendent, the parties will prepare a statement of facts.

- (b) With respect to a claim involving an employee held out of service for any reason, the original notice of request for reinstatement with pay for time lost shall be considered sufficient for all subsequent dates such employee is held out of service.

#### **Article V**

Appealing claims to Superintendent. Deleted, no longer valid

#### **Article VI**

- (a) Following the decision of the Superintendent, as provided in Articles III or IV hereof, if further appeal is desired it must be taken to the Director of Labor Relations within ninety (90) days from the date of receipt of the letter of declination, and the Superintendent shall be furnished a copy of the appeal. The Director of Labor Relations shall notify the employee or his representative, within ninety (90) days from date of receipt of letter of appeal, of his decision. Where cases are appealed to the Director of Labor Relations on an individual basis, the representative may, within thirty (30) days from the date of receipt of the Director of Labor Relations' decision, request a conference if desired. The Director of Labor Relations will set a date for a conference to be held within ninety (90) days from date of receipt of the letter of request for conference, and he will render a decision within sixty (60) days from the date conference is concluded.
- (b) In lieu of appealing each claim to the Director of Labor Relations by letter as provided in paragraph (a) of this Article, the representative may submit to the Director of Labor Relations a docket list of various claims which have been handled through the chain of appeal as provided in Articles I, II, III and IV of this Agreement, along with a request for conference. The request for conference must be made within ninety (90) days from date of receipt of the decision of the Superintendent as provided in Article III or IV hereof. The Director of Labor Relations will set a date for a conference to be held within ninety (90) days from date of receipt of the letter of request for conference, and he will render a decision within sixty (60) days from the date conference is concluded. The time limits for holding conference in paragraphs (a) and (b) of this Article may be extended by the parties.

(Limits are waived by Letter of Understanding of February 26, 1993, Page 258)

#### **Article VII**

If a disallowed claim is not appealed within the time limits prescribed under Articles I, II, III, IV and VI, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims. If a claim is not disallowed within sixty (60) days prescribed in Article I, or if it is not handled by the Carrier within the time limits prescribed in Articles II, III, IV and VI, the claim shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims. In the event of a dispute as to the compliance of the time limit provisions of Article II, III, IV and VI, the postmark date shall be controlling.

#### **Article VIII**

Decision of the Director of Labor Relations, the highest officer designated by the Carrier to handle claims, shall be final and binding unless within one (1) year from the date of the said officer's decision following conference such claim is disposed of on the property or proceedings for final disposition of the claim are instituted and such Carrier officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one (1) year period referred to herein.

#### **Article IX**

This Agreement shall become effective May 1, 1984 and supersedes the Agreements effective January 1, 1970 and January 1, 1974.

Signed at Spring, Texas, this 23rd day of April, 1984.

For the Organization:  
/s/ R. A. Green

For the Carrier:  
/s/ T. L. Wilson, Sr.

**Letter of Understanding**  
February 26, 1993  
(Conference Date 90 Day Limit)

Mr. J. L. Warren

This will confirm our discussion of Monday last in connection with my request that you suspend those parts of Article VI of the claims handling agreement which provide for scheduling conference date within ninety (90) days from date of receipt of request by the Carrier.

It is my understanding that you are agreeable and that there will be no time limits running until conference is concluded, following which, of course, the sixty (60) day time limit for rendering decision will commence.

The foregoing may be canceled by either party upon five (5) days written notice to the other.

If the foregoing fairly sets forth our understanding, please so indicate by signing in the space provided retaining one copy for your records and returning the other to the undersigned.

AGREED:  
/s/ J. L. Warren

/s/ T. L. Wilson, Sr.

**ARTICLE C-14**  
**EXPENSES AWAY FROM HOME**

**June 25, 1964 National Agreement**  
**Article II**

Section 1.

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than thirty (30) days following the effective date of this Agreement.

Section 2.

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

**Note:** For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodging and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

## Questions and Answers

### June 25, 1964 National Agreement

#### Article II - Expenses Away From Home:

- Q1. In application of Article II, are the rules and/or practices in effect on the individual railroads relating to calling of crews and their reporting for duty altered in any way by this Agreement?
- A1. Rules and practices in effect relating to calling of crews and reporting for duty are not changed in any manner by the provisions of Article II.
- Q2. If a road service employee is deadheaded under orders to an away from home point which meets the qualifications of Article II, Section 1, and he is tied up for 4 hours or more before he goes on duty under pay out of such point, will he be entitled to lodging and meal allowance under Article II?
- A2. Such employee would be entitled to the benefits under Article II if the point involved is a terminal other than the designated home terminal of the crew assignment for which he was deadheaded to perform service. Under no circumstances will an employee who advances his arrival at such a terminal ahead of time designated by the carrier use this time in computing the qualifying period for lodging and meal allowance. Furthermore, this does not apply to an employee who is deadheaded to assignment on extra list at an outlying point, as provided in schedule rules.
- Q3. Does an employee begin to accrue additional meal allowance period commencing at the start of each twenty-four (24) hour period, the twenty-four (24) hour period to start from time of last tie up?
- A3. No. Section 2 of Article II only provides for one meal allowance if the tie up is "4 hours or more."
- Q4. A crew in road service is operated into an away from home point, which meets the qualifications of Article II, Section 1, tied up for four (4) hours or more, then makes a turnaround trip and is returned to such terminal and again tied up for four (4) hours or more. Does lodging and meal allowance apply for each tie up?
- A4. Yes, provided that under the rules of the schedule agreement these are two distinct tours of duty and two distinct tie ups involved.
- Q5. An assignment runs from terminal "A" to terminal "B", the home terminal of the assignment is "A", point "B" is the away from home terminal. The employee who resides at point "B" is tied up in excess of four (4) hours at each point. Is Article II applicable at terminal "B"?
- A5. Yes, but not at "A".
- Q6. Where schedule agreements and rules provide for continuation of wage payments while off duty at such points described in Article II, Section 1, will the employee be entitled to lodging and meal allowance in event he is off duty for four (4) hours or more?
- A6. No. In order to qualify for lodging and meal allowance, an employee must be tied up at a terminal, as defined in Section 1 of Article II, and not under pay for four (4) hours or more.
- Q7. If any crew (except short turnaround passenger service) is tied up at a point where other crews are receiving lodgings and/or meal allowance or allowance in lieu of lodgings under Article II, will the referred-to crew be entitled to the same lodging or equitable allowance and meal allowance when such point is not their home terminal?
- A7. Yes, if it is a tie up point for other crews, as defined in Section 1 of Article II.
- Q8. Will an employee who qualifies for suitable lodging as provided under Article II, Section 1, be entitled to the lodging accommodation for the entire period of tie up when tied up four (4) hours or more?
- A8. The rule contemplates that the employee will be furnished lodging, where provided, for entire period tied up.

- Q9. Does an employee who has the right to "book rest" under the following examples disqualify himself from the benefits of Article II?
- A. An employee books rest for eight (8) hours and he would not have been used until after four (4) hours from the time of release.
- B. An employee books rest for eight (8) hours and he would have been used within four (4) hours from the time of release.
- A9. Under Example A would be entitled to the benefits of Article II.

An employee under Example B would not be entitled to benefits of Article II.

**January 27, 1972 National Agreement**  
**Article 11 (Qualifications for Meals Periods and Lodging)**

Section 1.

Effective on the date of this Agreement, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be thirty (30) miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Section 2.

Effective January 1, 1972, the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional eight (8) hours.

**October 31, 1985 National Agreement**  
**Article XIV**

Effective November 1, 1985, the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement, as amended, is increased from \$3.85 to \$4.15.

**Letter of Understanding**  
 October 25, 1979  
 (Lodging in Unassigned Work Train Service)

Mr. V. O. Niles  
 Mr. Irving Newcomb

Mr. R. D. Hogan  
 Mr. F. H. Balkanyi

Mr. J. W. Gilbreath

This will acknowledge receipt of your letter of October 17, 1979, which you request us to accept as a formal notice under Section 6 of the Railway Labor Act to amend the implementing agreements covering suitable lodging.

Without prejudice to our position that your purported notice is barred by the moratorium provisions of Article XVI, Sections 2(a), (b), (c), and (d) of the National Agreement of August 25, 1978, this is to advise that subject to Article XVI, Section 2(e), we are willing to make the following effective December 1, 1979, in full and final settlement of your purported notice:

Qualified crews in work train service tied up on line of road at other than their assigned terminal(s), will be afforded lodging at a designated lodging facility if one is reasonably available.

or if Carrier furnished suitable transportation to and from a designated facility. If no designated lodging facility is reasonably available, the employees will be reimbursed for actual necessary cost of lodging to qualify equal to the nearest designated lodging facility, not to exceed the cost per person paid by the Carrier at said nearest designated lodging facility. It will be the Carrier's option to transport the crews to the nearest designated lodging facility or make the allowance provided for herein.

If the above is satisfactory, so indicate in the space provided below for your respective signatures. The above will be made effective for the employees represented by those of you who sign below, regardless of whether or not all of you sign it. For the sake of uniformity it is preferable that each of you promptly return at least one signed copy.

**ACCEPTED**

/s/ O. B. Sayers

**Memorandum Agreement**

April 16, 1965

(Lodging Agreement)

It is mutually agreed that in the application of Article II, Section 1, of the Agreement of June 25, 1964, the following will govern:

Section 1. Clean single rooms, air conditioned, with vented heat, bathing and toilet facilities, and in reputable places are to be considered as suitable lodging.

Section 3. At all other points where crews are entitled to lodging under the provisions of Article II of the Agreement of June 25, 1964, the employees will be paid \$2.00 in lieu of such lodging.  
(Modified by Memorandum of Agreement, January 16, 1988 Page 263)

Section 4. When tied up on line of road between terminals, lodging and meal allowance will be made in the same manner as if tied up at the away from home terminal under Article II, Agreement of June 25, 1964, except meal allowance will not be made when meals are furnished to crews with relief outfits. These allowances are not to be made when tied up at the designated home tie up point of an assignment.

Section 5. In the event the facilities listed in Section 2 above are inadequate to accommodate the number of employees entitled to lodging under the provisions of Article II, Agreement of June 25, 1964, alternate facilities of equal quality will be provided by the Carrier.

Section 6. When an employee is tied up at a point where he is entitled to be furnished lodging or the lodging allowance and he is to be recalled to service or deadhead in less than four hours from the time tied up, he will be notified that he will go on duty in less than four hours and, therefore, will not qualify for lodging or lodging allowance. If not notified as stated above and he goes on duty in less than four (4) hours, he will be entitled to the lodging or lodging allowance. In the application of this Section 6, Carrier will not call crews before the expiration of the four (4) hour period for the purpose of defeating the provisions of this Agreement. Notification means prior to or on arrival.

Section 7. Should any of the facilities agreed upon, as listed in Section 2 of this Agreement, become unavailable, the Parties will immediately confer and agree upon other facilities at the location where such facilities become unavailable. Pending agreement, cash allowance provided for in Section 3 will be paid. Should either party desire to eliminate, add or change any of the facilities agreed upon in Section 2 of this Agreement, notice will be given to the other party and conference held without delay in order to reach agreement on such changes, additions or eliminations.

Section 8. In order to avoid dispute and controversy on the question as to which individual is entitled to receive meal and lodging allowances in those cases where men lay off and report under existing rule and practice at points where they are entitled to receive the meal and lodging allowances under the provisions of Article II, Section 1, of the Agreement of June 25, 1964.

- (a) When a man regularly assigned lays off at the point where meal and lodging allowances are to be paid, the regular man will not receive such allowances in the event the crew qualifies under the provisions of Article II, Section 1, of the Agreement of June 25, 1964.



- (b) The extra man who takes the place of the regular assigned man on the crew will, if the regular members of the crew qualify, receive the allowances.
- (c) The extra man relieved on his return will not receive allowances inasmuch as he received the allowances on his outbound trip.
- (d) The regular man who reports and goes out on his regular assignment will, if the crew qualifies for the allowances under the provisions of Article II, Section 1, of the Agreement of June 25, 1964, receive such allowances.
- (e) Allowances are not to be made to men who are displaced by the exercise of seniority of senior employees nor will men who exercise seniority to a regular assignment or who are assigned as a result of advertisement of the regular assignment receive the allowances when such exercise of seniority takes place at the away from home terminal.

Signed at Houston, Texas, this 16th day of April, 1965.

**Memorandum of Agreement**  
**March 10, 1982**  
(Limo Services and Allowance In Lieu thereof)

In full and final settlement of all notices served by the United Transportation Union regarding lodging or allowance in lieu thereof,

**IT IS AGREED:**

1. Suitable lodging, or allowance in lieu thereof, will be at no expense to the employees at all points where crews are entitled to lodging under applicable agreements.
2. The term "suitable lodging" means a facility located in reputable surroundings, kept in good repair, with single occupancy rooms properly heated and cooled, at least "three-quarter" size bed, innerspring mattresses, suitable pillows, clean and adequate bed linens and cover(s), appurtenance for hanging clothes, a mirror, a comfortable chair, table or desk, reading lamp, shades or drapes to exclude light, private bath and toilet facilities for each room, hot and cold water, towels, wash cloths, soap, and bath mat. Rooms will be cleaned by other than employees covered by this agreement before each occupancy, including changing of bed linens, towels and wash cloths.
3. Where there is no place to eat within reasonable proximity to the lodging facility, arrangements will be made by the Carrier to see that employees are afforded the opportunity to eat after arrival and after being called at terminals.
4. When the lodging facility is not within reasonable walking distance of the on and off duty point, transportation will be furnished by the Carrier.
5. Every effort will be made to transport crews to the lodging facility as promptly as possible with the understanding that if the vehicle operated to the lodging facility has not arrived within 45 minutes from the time that the last member of an inbound road crew goes off duty, that crew or any member thereof will, on request, be promptly provided alternative transportation to the lodging facility. After waiting for a room for 45 minutes from time of arrival and one still is not available, transportation will be furnished to alternate lodging, if the employee(s) so requests.
6. When a crew is tied up at a point where they are entitled to lodging, they will be notified if they will be required to report for service or deadhead in less than four (4) hours from the time of tie up. Such notice will be given at or before tie up when practicable; otherwise not later than the time they present themselves for lodging at the designated facility. If not so notified they will be considered eligible for lodging. If conditions change after being so notified, and the crew will not be used within four (4) hours, they will be notified promptly so that they may avail themselves to

lodging. In the application of this Section 6, it will not be the policy of the Carrier to call crews before the expiration of four (4) hours for the purpose of defeating the provisions of this agreement.

7. In the event complaints are received concerning a designated lodging facility, or transportation in connection therewith, a joint check will be made. If such facility and/ or transportation does not meet the requirements set forth herein, corrections will be made promptly or another suitable lodging facility or other transportation will be provided. Employees entitled to lodging under the provisions of their respective agreements, who do not desire the use of the designated facilities, may accept an equitable allowance in lieu thereof. Such allowances to be negotiated by the parties hereto. Should a designated facility, meeting the provisions of Section 2 hereof, become unavailable for any reason, representatives of the parties will confer promptly and make a joint check of the facilities proposed in order to determine if the suggested facility complies with the term "suitable lodging" as defined herein and if such meets these requirements, the change may be made. Should either party desire to change from one lodging facility to another, representatives of both parties will confer and give consideration to the conditions bringing about the desired change. Where it is determined that both facilities meet the standards set forth herein, no change need be made. However, the Carrier will not unilaterally change from one lodging facility to another except for reasons dictated by good business practices, such as but not necessarily limited to economy; e.g., price per occupancy, transportation costs, etc. Where there is a dispute as to whether a present lodging facility is "suitable," a joint check will be made promptly and if such facility does not comply with the term "suitable lodging" as defined herein, immediate steps will be taken to bring the facility up to these standards. If unable to do so, immediate steps will be taken to change the lodging facility.
8. "Transportation" as referred to herein means a passenger-type vehicle in safe operating condition. The number of passengers will not exceed the manufacturer's specifications.

This agreement initialed at Houston, Texas, this 4th day of February, 1982, will become effective within ten (10) days subsequent to notification of its ratification by the Union. It will then supersede all previous agreements, rules and practices only to the extent necessary to conform herewith.

Notice of ratification received at St. Louis, Missouri, this 10th day of March, 1982.

For The Union:		For The Carrier:
/s/ Irving Newcomb	/s/ J. W. Gilbreath	/s/ O. B. Sayers
/s/ R. D. Hogan	/s/ R. A. Green	
/s/ F. H. Balkanyi		

APPROVED: /s/ E. A. Thompson

**Memorandum of Agreement**  
January 16, 1988  
(Lodging Allowance, In Lieu of )

Employees who are entitled to Carrier-provided lodging and transportation under applicable working agreements may request and be allowed the sum of \$12.50 in lieu thereof subject to the following:

1. Employees desiring to avail themselves of the above must notify the appropriate CMS Crew Dispatcher or other representative as may be designated by the Carrier.
2. This agreement is not applicable to crews in work train service. Nor is it applicable to any location where the Carrier is, or may hereafter be, required to provide a guarantee to insure the availability of rooms, rates and/or transportation.

This Agreement signed at Spring, Texas this 13th day of January, 1988 shall become effective January 16, 1988 and may be cancelled by either party signatory hereto by serving five (5) days written notice upon the other party.

For the UTU:  
/s/ R. A. Green

For the Union Pacific Railroad Company:  
/s/ T. L. Wilson, Sr.

**Letter of Understanding**  
Conductors: May 27, 1967  
Brakemen: March 16, 1968  
(Meal Period Allowance / Four (4) Hour Break)

This will confirm our understanding reached in conference today that in consideration of the agreement providing for the pooling of cabooses in through freight service the meal allowance provided for in Article II of the National Agreement of June 25, 1964 will be applied to qualified conductors using pooled cabooses in through freight service regardless of the amount of time tied up at the away from home terminal. This arrangement will become effective on the date cabooses are pooled on any portion of the District where they are not now pooled.

**ARTICLE C-15**  
**TRANSPORTATION AGREEMENT**

**NMB Case No. A-8614**  
**Mediation Agreement**  
January 1, 1970  
(Deadheading by private vehicle)

In full and final settlement of Section 6 notice served by the United Transportation Union (C) (UTU) on March 5, 1968, and request of United Transportation Union (T) (UTU) to enter into an agreement on the former International-Great Northern Railroad Company (IGN) regarding "Transportation Allowance," it is agreed effective January 1, 1970:

When an employee is ordered to deadhead the following will govern:

1. He will be notified as to whether he is called to deadhead on train, bus or company car, or that he will be authorized to use his automobile as per letter agreement dated September 9, 1963.
2. If authorized to use his automobile, the employee will be paid as transportation allowance the prevailing mileage rate (presently 31 cents per mile) for the rail mileage going to point deadheaded. When released after completing service, he will be allowed the same mileage and rate back to the terminal. It is understood the employee will not be required to use his automobile unless he desires to do so.
3. If the employee is ordered to deadhead on train, bus or company car, he may elect to use his automobile and in such case will be paid as transportation allowance in going to and from point to which deadheaded as follows:

**(Stations not listed here as many of them no are no longer used.)**

If deadheading under this section is to or from a point located between the stations listed above, the rate applicable to the nearest point deadheaded to or from shall apply, with a minimum payment of \$1.00.

4. The allowance to the point to which deadheaded or the allowance for the return deadhead will only be made in event the employee actually uses his automobile for that leg of the trip under Section 3.
5. It is understood the allowances indicated in Section 3 are based on rail mileage between the stations listed and if such mileage is altered to the extent that the mileage would be increased or reduced, a change in the allowance will be made commensurate with the mileage change.

This agreement signed at St. Louis, Missouri, this 17th day of December, 1969.

For The Employees:  
/s/ R. R. Green  
/s/ V. O. Niles

For The carrier:  
/s/ O. B. Sayers

APPROVED: /s/ K. Levin  
WITNESS: /s/ Arthur J. Glover

**Letter of Understanding**  
June 22, 1992  
(Deadheading Car Mileage Allowance)

This has reference to the rate per mile allowed employees who agree to use their own automobiles at the request of the Company.

This is to advise that effective July 1, 1992, the Carrier is agreeable to raising the rate per mile to 28 cents. If you concur with the foregoing, please so signify by signing in the space provided, returning the original to me.

AGREED:

/s/ J. L. Warren  
/s/ S. B. Rudel  
/s/ J. A. Saunders

/s/ T. L. Wilson, Sr.

**ARTICLE C-16**  
**USE OF COMMUNICATIONS SYSTEMS**

**January 27, 1972 National Agreement**  
**Article VIII**

Section 1.

It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2.

On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3.

Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4.

The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5.

Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6.

At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

**October 31, 1985 National Agreement  
Article VIII - (Road, Yard And Incidental Work)**

Section 3 - Incidental Work

(a) Road and yard employees in ground service and qualified engine service employees may perform the following items of work in connection with their own assignments without additional compensation:

- (9) Use communication devices; copy and handle train orders, clearances and/or other messages

(See Article 18, Page 33 for rest of Article VIII of October 31, 1985 National Agreement)

**ARTICLE C-17  
COMBINING ROAD AND YARD SENIORITY**

**January 27, 1972 National Agreement  
Article X**

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster, such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employees hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

**Settlement of EOT Claims  
February 15, 1995**

This has reference to our various meetings with former General Chairman J. L. Warren and yourself, the last of which was held with you in Omaha on February 14, 1995, wherein we discussed a docket of issues. The following is a list of cases and dispositions agreed upon:

- ...Docket #26 Claims of various conductors and crews for basic day account required to handle rear end train device (EOT) while carmen on duty. Allow one hour (1'00") pro rata rate to each brakeman in the ten (10) cases comprising Docket #26.

Following guidelines to be used in the disposition of subsequent cases and in the future:

A payment of two hours (2'00") at the pro rata rate will be allowed to the individual crew member instructed or required to handle an EOT in those cases where a carman (or other appropriate personnel) was readily available. If two employees have made claim and it is not identified which employee handled the EOT, an allowance of one hour (1'00") each will be made. It shall be incumbent upon the claimant to identify the available carman and the individual that required him to handle the EOT device. We agreed that stating carmen being employed or on duty did not meet the requirements of showing availability. ...

If the foregoing fairly sets forth the disposition as agreed upon please so signify by signing in the space provided and return one copy to this office in order that adjustments can be made and interested parties notified.

/s/ L. W. Parsons, Sr.  
General Chairman UTU

/s/ S. A. Bannister  
Director Labor Relations

## ARTICLE C-18 SELF-PROPELLED MACHINES

June 25, 1964 National Agreement  
Article III

### Section 1.

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

- (a) Road Service--A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

Note 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

Note 2: Drawbar means a device capable of being used in moving standard freight cars.

Note 3: Main line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

Note 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

- (b) Yard Service--A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakemen (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

### Section 2.

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

### Section 3.

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

### Section 4.

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the

lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Assistant Act of 1951), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the Carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

**Section 5.**

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

**ARTICLE C-19  
ROAD - YARD MOVEMENTS**

**June 25, 1964 National Agreement  
Article V - Combination Road -Yard**

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for a yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

**Note:** The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising of the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At any time prior to the date the Study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.
4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.
5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve (12) hour period (herein called the first twelve (12) hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve (12) hour period beginning at the expiration of the first twelve (12) hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour shift.
6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.
7. Switching service in yards by road crews when yard crew is not on duty, a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.
8. If overtime accrues under the applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to payments required under Section 7 hereof.
9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.
10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.
11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier payment 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of Public Funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation agreement allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

### **Questions and Answers**

#### **June 25, 1964 National Agreement Article V - Combination Road/Yard:**

- Q1. Does Article V, Section 1, have application on a carrier in a yard where said carrier had the right to discontinue any or all yard crew assignments prior to the effective date of the June 25, 1964 Agreement?
- A1. No. This is covered by Article V, Section 2 of the June 25, 1964 Agreement.



- Q2. What compensatory provisions will be applicable to road crews for any yard service performed at a yard where the last yard crew assignment is discontinued by the carrier subsequent to June 25, 1964 in pursuance of the provisions of Article V, Section 2?
- A2. The appropriate provisions of existing agreements in effect prior to June 25, 1964 dealing with constructive allowances for time consumed in switching activities at such yard, as an initial, final or intermediate point as the case may be, when no yard crew is employed.
- Q3. What compensatory provisions will be applicable to road crews, when Article V, Section 3 governs?
- A3. The appropriate provisions of existing agreements in effect prior to June 25, 1964 dealing with constructive allowances for time consumed in switching activities at such yard, as an initial, final or intermediate point as the case may be.
- Q4. Is Section 5 of Article V applicable whether or not a yard crew assignment has been discontinued under Section 1 of Article V?
- A4. Yes.
- Q5. Will the two twelve (12) hour provisions of Article V, Section 5, apply also during days of the week that a yard crew is not assigned?
- A5. Yes.
- Q6. When one of two yard assignments (one on each of two shifts) is discontinued pursuant to Article V, Section 1, what compensation provisions will be applicable to road crews for any yard service performed during the second twelve (12) hour period as described in Article V, Section 5?
- A6. Article V, Sections 7, 8 and 9 are applicable for pay purposes.
- Q7. What compensatory provisions will be applicable for any yard service performed during the second twelve (12) hour period described in Article V, Section 5 where yard crew assignments have not been or are not discontinued under Article V, Section 1?
- A7. The appropriate provisions of existing agreements in effect prior to June 25, 1964 dealing with constructive allowances for time consumed in switching activities at such yard as an initial, final or intermediate point as the case may be, when no yard crew is employed.
- Q8. Where a yard crew assignment in a yard is discontinued in pursuance of Article V, Section 1, how will road crews be paid for any switching service during the hours the discontinued yard crew formerly worked?
- A8. They will be paid under Sections 7, 8 and 9 of Article V.
- Q9. Where the last yard crew assignment in a yard is discontinued in pursuance of Article V, Sect 1, what payment, if any, accrues to road crews for any switching service during the hours when the discontinued yard crew was not on duty?
- A9. For the first twelve (12) hour period based on the starting time of the discontinued yard engine, any switching service will be payable under Sections 7, 8 and 9 of Article V. For the second twelve (12) hour period, any switching service will be payable under the appropriate provisions of existing agreements in effect prior to June 25, 1964 dealing with constructive allowance for time consumed in switching activities at such yard as an initial, final or intermediate point as the case may be where no yard crew is employed but not to exceed compensation that would otherwise be payable under Sections 7, 8 and 9 of Article V.

Signed at Chicago, Illinois this 21st day of April, 1966.

**January 27, 1972 National Agreement  
Article IX Road/Yard Movements**

Section 1.

Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc. One (1) straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in

addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house, including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

#### Section 2.

The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

### **August 25, 1978 National Agreement Article I - Road/Yard Movements**

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

#### Section 1.

Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: One straight pick up at another location in the initial terminal (in addition to picking up train) and one straight set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

### **August 25, 1978 National Agreement Article XI - Combination Road/Yard Service Zones**

#### Section 1.

At points where yard crews are employed, combination road/yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

- (a) Road/Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
- (b) Within Road/Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crews or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

**Note:** The use of yard crews in Road/Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

- (c) The use of yard crews in Road/Yard Service Zones established under this article may not be used to reduce or eliminate road crew assignments working within such zones.

- (d) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

### Section 2.

At points where yard crews are employed, combination Road/Yard Service Zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

- (a) Road/Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
- (b) Within Road/Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.
- (c) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile Road/Yard Service Zones, established under this section where restrictions did not exist prior to the date of this agreement.
- (d) This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representative within fifteen (15) days after the date of this agreement.

### Section 3.

Time consumed by yard crews in Road/Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.

## **October 31, 1985 National Agreement Article VIII - Road - Yard Movements**

### Section 1 - Road Crews

Road crews may perform the following work in connection with their own trains without additional compensation:

- (a) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.
- (b) Make up to two straight pick ups at other location(s) in the initial terminal in addition to picking up the train and up to two straight set outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.
- (c) In connection with straight pick ups and/or set outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.
- (d) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time.

Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and such allowances are not subject to general or other wage increases.

- (e) At locations outside of switching limits there shall be no restrictions on holding cars in making set outs or pick ups, including coupling or shoving cars disturbed in making set outs or pick ups.

### **Section 2 - Yard Crews**

Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

- (a) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
- (b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

**Note:** For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

- (c) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (d) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.
- (e) Yard crews may perform hostling work without additional payment or penalty.

### **ARTICLE C-20 SWITCHING SERVICE FOR NEW INDUSTRIES AND CHANGING SWITCHING LIMITS**

(Effective August 1, 1952, Conductors)  
(Effective August 1, 1951, Brakemen)

- (a) The employees involved, and the carrier represented by the Eastern, Western and Southeastern Carriers' Conference Committees, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:
- (b) Except as provided in paragraph (c) hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

If mediation fails the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

- (c) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movement from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits must be the same, the yard board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with paragraph (b) hereof. (Modified by 1978 National Agreement and 1985 National Agreement, reproduced in Article C-19 above.)

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this paragraph (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically offer to road employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers).

(Modified by 1978 National Agreement and 1985 National Agreement, reproduced in Article C-19 above.)

- (d) This agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

### **January 27, 1972 National Agreement Article VI - Switching Limits**

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

#### **Section 1.**

Except as provided in Section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding upon the parties and shall become effective thereafter upon seven days' notice by the carrier.

### Section 2.

Where, after the effective dates of the 1951 and 1952 Agreements, an industry located outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elected to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

### Section 3.

This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

### Section 4.

The foregoing is not intended to amend or change existing agreements involving predominantly full time switching service performed solely by road crews at industrial parks located within the four (4) mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

**Memorandum of Agreement**  
March 23, 1964  
(Yard Limit / Switching Limit Changes)

1. That yard limit boards and/or switching limits are one and the same on all properties on the Missouri Pacific Railroad - Gulf District.
2. The Carrier has a standard for a sign bearing the letters "SL" indicating switching limits. The yard limit board is an operating signal to indicate yard limits for the application of Carrier's Rule 93.
3. It is, therefore, agreed that it is the Carrier's option to move or remove yard limit boards, but the switching limits cannot be changed except by agreement, and if the Carrier moves or removes a yard limit board, it will, at the same time, place a standard switching limit sign at the exact location from which the yard limit board is moved or removed.

Any previous agreements or understandings to the contrary are modified by the provision of this agreement.

This agreement may be modified, changed or cancelled upon thirty days' notice under the provisions of the Railway Labor Act, as amended.

Signed this 23rd day of March, 1964.

**Memorandum of Agreement**  
November 10, 1954  
(Moving Limits of Austin)

In settlement of the case covered by Mediation Docket No. A-4547 involving the question of the movement of the South Yard and Switching Limit Board at Austin from Mile Post 181, Pole 26 to Mile Post 184, Pole 5 the parties signatory hereto agree that:

1. The yard and switching limit board now located at Mile Post 181, Pole 26, will be moved to Mile Post 184, Pole 5, and by the movement of this yard limit board the yard limits and switching limits will be extended to cover the area between the location of the present yard limit board and the board when moved to Mile Post 184, Pole 5 and switching service required in this area will be performed by Austin Yard crews.
2. Road crews will not be permitted to pick up and/or set out except bad order cars between Mile Post 181, Pole 26 and Mile Post 184, Pole 5. (Modified by 1985 National Agreement)
3. It is further agreed that at the expiration of six (6) months from the date of this agreement, on thirty (30) days notice served on the Organizations by the Carrier the yard limit board will be returned to Mile Post 181, Pole 26 and the provisions of this agreement cancelled, at the expiration of this seven (7) months period.

This agreement becomes effective December 1, 1954, and shall remain in effect until cancelled in accordance with Paragraph 3 hereof or changed or modified under the terms of the Railway Labor Act, as amended.

/s/ H. Ferguson, ORC  
/s/ C. H. Bingham, ORC  
/s/ John L. Purdum, BRT  
/s/ C. H. Smith, BRT

/s/ T. Short

**Memorandum of Agreement**  
November 10, 1954  
(Extra Six (6) Miles at Austin)

Due to the particular conditions existing at Austin involving the question of the movement of the South Yard and switching Limit Board from Mile Post 181, Pole 26 to Mile Post 184, Pole 5 and with the understanding that this agreement is made on account of such conditions peculiar to this location and without establishing a precedent in connection with any other situation existing or which may arise at this or any other location it is mutually agreed by the parties signatory hereto that:

1. As long as one local crew is assigned between San Antonio and Austin each member of this crew will receive as an arbitrary six (6) miles each day of the assignment in addition to other allowances for the trip. If two local crews are assigned between San Antonio and Austin only the crew operating southbound from Austin to San Antonio will be allowed the six (6) miles arbitrary. If any change is made in local assignments other than outlined above, the parties signatory hereto will agree upon what crew will receive the six (6) miles arbitrary. This arbitrary payment represents the approximate amount of overtime which accrued to this one crew account performance of switching between Mile Post 181, Pole 26 and Mile Post 184, Pole 5.

2. In the event that conditions justify the regular assignment of additional yard engines beyond the two now in service the first of such engines will be manned by a conductor and two brakemen as a unit and the arbitrary payment carried in Item 1 will be eliminated so long and only so long as there are more than two yard engines in service at Austin. The yardmen will have preference of the first two yard assignments where there are three or more yard assignments.
3. It is further agreed that at the expiration of six (6) months from the date of this agreement, on thirty (30) days notice served on the Organizations by the Carrier the yard limit board will be returned to Mile Post 181, Pole 26 at the expiration of this seven (7) months period and the provisions of this agreement cancelled both as to the operation and payment.

This agreement becomes effective December 1, 1954, and shall remain in effect until cancelled in accordance with Item 3 hereof or modified or cancelled under the terms of the Railway Labor Act, as amended.

/s/ John L. Purdum, BRT  
/s/ C. H. Smith, BRT

/s/ H. Ferguson, ORC&B  
/s/ C. H. Bingham, ORC

/s/ T. Short

**Memorandum Agreement**  
March 1, 1973  
(Moving Limits at Palestine)

It is agreed that the existing switching limits at Palestine, Texas, will be changed to the location indicated below:

Extend from present location, Mile Post 3, to Mile Post 3, Pole 20, Austin Subdivision, Palestine Division.

Signed at Houston, Texas, this 1st day of March, 1973.

**ARTICLE C-21**  
**INTERCHANGE**

**January 27, 1972 National Agreement**  
**Article VII**

Section 1

At points where yard crews are employed, road crews may be required to receive their trains from a connecting carrier or deliver their trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

Section 2

If road crews referred to in Section 1 of this Article VII and not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points, an alternate means of transportation will be provided.

Section 3

At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks, it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4

If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.



Section 5

Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6

The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

# YARD AGREEMENT

## ARTICLE 1 APPLICATIONS

See Article C-7.

## ARTICLE 2 \* RATES OF PAY, OVERTIME AND HOURS OF SERVICE, ETC.

### Section 1. - Rates of Pay:

Footboard Yardmaster.....	\$155.28 per day
Foremen.....	\$143.23 per day
Helpers.....	\$137.16 per day
Switch Tenders.....	\$137.16 per day

\* Rates effective July 1, 1997 (See latest Rate sheet)

Engine Foremen who also act as Yardmasters will receive forty (40) minutes per day in excess of the regular rate of Foremen.

### Letter of Understanding

August 20, 1997

(Yard Assignments - Rate of Pay - Footboard Yardmasters)

This has reference to the parties' discussions during the week of August 18, 1997, regarding various matters pertaining to yard assignments and employees in connection with implementation of the Houston Hub. In conjunction therewith, this letter shall serve to confirm the parties understandings regarding these matters.

It is agreed Side Letter #1 of the HBT Modified Crew Consist Agreement, effective December 1, 1991, shall be incorporated as part of the IGN Yard Schedule of Agreement. Specifically, the parties agree to increase the helper's rate of pay on a reduced crew assigned to the North End Settegast Yard electronic lead assignment(s) to the foreman rate of pay. The footboard yardmaster and the foreman will be required to equally distribute their time in operating the electronic control panel during their assigned shift. If both positions are occupied by non-protected yard men, they shall both be compensated at the foreman rate of pay. The modifications outlined herein will become effective on the date the UP/SP New York Dock Merger Implementing Agreement for the Houston Hub is implemented .

The parties further agree to adopt the existing HBT arrangements governing foreman positions utilized on the North End Lead at Settegast Yard. Specifically, the parties agree to incorporate the provisions of Article 23, Section II of the UP/UTU April 30, 1997 Agreement. A copy of the referenced provision is attached for the parties' use and reference. The incorporation of Article 23, Section II of the UP/UTU April 30, 1997 Agreement will become effective on the date the UP/SP New York Dock Merger Implementing Agreement for the Houston Hub is implemented.

Article I of the IGN Yard Schedule provides, in relevant part, "Engine Foremen who also act as Yardmasters will receive forty (40) minutes per day in excess of the regular rate of Foremen." Subsequent to implementation of the UP/SP New York Dock Merger Implementing Agreement for the Houston Hub, it is agreed application of the above cited provision will be extended to those positions in

the territory comprising the Houston Hub which presently receive Footboard Yardmaster pay. Inasmuch as the parties could not at this time definitively determine which Settegast Yard assignments receive Footboard Yardmaster pay under existing agreement provisions, the parties further agreed to develop and finalize, prior to implementation of the UP/SP New York Dock Merger Implementing Agreement for the Houston Hub, the list of those positions for which the provision cited above would apply.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Attachment**

August 20, 1997

(Rate of Pay - Electronic Lead Assignment at Settegast))

**Article 23, Section II. Electronic Lead**

The Carrier will designate foremen on leads with electronic control switching equipment as "Footboard Yardmaster."

Footboard Yardmasters will receive an arbitrary of two-thirds of one (1) hour's pay (40 minutes) at the engine foreman's pro rata rate.

The helper's rate of pay on a reduced crew assigned to the North End Settegast electronic lead assignments will be adjusted to the foreman rate of pay. The footboard yardmaster and the foreman will be required to equally distribute their time in operating the electronic control panel during their assigned shift. If both positions are occupied by non-protected yardmen, they shall both be compensated at the foreman rate of pay.

Footboard Yardmasters may be required to depress electronic buttons and/or manipulate levers on control panel and use any type of automatic and/or computerized system to effectuate desired classification for particular car and/or cars and equipment on automated lead.

Footboard Yardmasters may be required to receive and comply with instructions from a yardmaster or other duly authorized officer of the Carrier concerning switching, verification of switch lists, marking of switch list, PICL'ing as may be required, issuing and/or relaying instructions to other employees and other work incidental to the performance of his duties. He will also be required to service paper to printer under his care.

Footboard Yardmasters (or engine foremen) may be disqualified in accordance with Article 34 of the HBT Yardmen's Agreement (See below ) by either a yardmaster or duly authorized officer of the Carrier.

**Article 34 - Disqualifying Foreman**

The Yardmaster shall have the right to disqualify an engine foreman for cause, charges to be filed with the Superintendent in writing and shall be specific in nature.

The Superintendent shall investigate the charges, and if found to be correct, shall be sustained, and the foreman be replaced by the next eligible man, but not otherwise. If the foreman so disqualified considers that he has not been given a fair hearing, he shall have the right to an appeal as per IGN Yardmaster Agreement, Article 8(b), and in no case shall he be deprived of his seniority rights as a helper in case the charges are sustained.

**Qualification for Electronic Lead Foreman**

Engine Foreman working on electronic leads must be qualified for same as per instructions issued by Superintendent.

It is Further Agreed that vacancies will be filled in the following manner:

1. That in filling vacancies on these assignments, that the senior qualified lead foreman on assignment that date will be assigned to protect vacancy.
2. When a vacancy exists and there is no qualified Electronic Lead Foreman on the assignment, the first out qualified Electronic Lead Foreman will be called from the Extra Board to fill the vacancy. Any extra board yardman who was not qualified for the position will retain their position on the Extra Board. (Memorandum of Agreement, October 16, 1987)
3. When a vacancy exists and there is no qualified electronic foreman on the assignment, the senior qualified electronic foreman regularly assigned with the same starting time and same on duty point will be assigned to protect the vacancy. In the event there is no qualified electronic foreman, regular or extra, with the same starting time and on duty point, the senior yard helper will be force assigned and Carrier will furnish proper supervision to assist.

It is also understood and agreed that, should Carrier have more than one such assignment at any location, it may designate one assignment to coordinate work with other electronic lead foremen at that location.

It is understood that there will be no co-mingling of crews in connection with switching on the lead.

It is also understood that the so-called "Footboard Yardmaster" working on the lead in question will be permitted to align switches for trains, transfer cuts and various cuts that may be shoved in and/or also double overs.

If any problems should arise regarding such assignments, the Carrier and General Chairman shall meet to resolve same.

**ARTICLE 2 (cont.)**

**Section 2. - Basic Day**

Eight (8) hours or less shall constitute a day's work.

**Memorandum of Agreement**

December 1, 1955

Five (5) Day Work Week

For the purpose of placing the five (5) day work week for yardmen in effect on this property December 1, 1955, and supplementary to Agreement "A" of May 25, 1951, **IT IS AGREED:**

I

This Article fulfilled by implementation.

II

This Article fulfilled by implementation.

## Memorandum of Agreement

Between

Union Pacific Railroad

And the

United Transportation Union

Relating to the establishment of independent Electronic Lead Operator(s) (ELO) at Livonia, Louisiana.

**IT IS AGREED:**

### Article I Responsibilities

**Section 1:** The Carrier may, at its discretion, establish single position independent ELO assignments at Livonia, Louisiana subject to the terms and conditions set forth in this agreement.

**Section 2:** Except as specified in Article II, Section 2 of this agreement, ELO positions established pursuant to this agreement are not to be considered part of a ground crew.

**Section 3:** ELO positions established pursuant to this agreement may be required to co-ordinate ground crew activity affiliated with the electronic switching of cars, operate electronic switch controls and technical equipment (hump controls/computer) in connection with the safe and efficient classification of cars.

### Article II Compensation

**Section 1:** ELO positions established pursuant to this agreement shall be considered Conductor only assignments under the terms set forth in existing crew consist agreements. ELO positions established pursuant to this agreement will receive the footboard yardmaster rate of pay.

**Section 2:** When necessary (subject to Carrier's operating rules), ELO positions may be required to assist Conductor/Foreman only road and/or yard assignments affiliated with the electronically controlled switching operations. It is not intended such assistance will be for extended periods of time or considerable distances from the electronic switch controls. ELO positions shall receive the RCL special allowance specified in Section 2 of the August 20, 2002 Remote Control Agreement.

**Section 3:** ELO positions established pursuant to this agreement will not stop the switching operations to eat, however will be paid twenty- (20) minutes at the pro rata rate of pay for having to eat concurrent with the sustained operation. ELO positions that are on duty eleven- (11) or more hours will receive an additional twenty- (20) minutes at the overtime rate of pay for eating concurrent with the sustained switching operation.

**Section 4:** The Carrier will **not** make a Productivity Fund plug due to the assignment of ELO position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as an ELO employee.

**Section 5:** ELO positions established pursuant to this agreement shall be paid not less than \$220.00 per eight hour shift inclusive of the allowances set forth in Sections 1, 2, and 3 of this Article II.

### **Article III Qualification and Vacancy Procedure**

**Section 1:** (a.) Employees who bid on ELO positions established pursuant to this agreement must be suitably proficient in classification procedures and related equipment so as to maintain on time production and cost efficiency.

(b.) Should no bids be received for an ELO position(s), a qualified ground service employee(s) (as determined by the Director - Terminal Operations) shall be assigned to the ELO position(s) in reverse seniority order.

(c.) The Director - Terminal Operations (DTO) may disqualify an ELO employee for cause, ability, merit and/or not having sufficient experience (less than two years service) in classification procedures and related equipment. The UTU General Chairman may review facts surrounding a disqualification with the Director - Labor Relations. Should this review not resolve the matter, a disqualified ELO employee may submit a timely grievance therefor pursuant to controlling agreements.

**Section 2:** The Director - Terminal Operations will provide Crew Management Services (CMS) a list of employees that are qualified to work ELO positions and subsequently notify CMS as other employees may become qualified.

**Section 3:** Temporary ELO vacancies will be protected by the first out qualified employee available on the protecting extra board. In the event the extra board is exhausted or there are no qualified employees assigned thereon, the senior qualified employee with an application on file with CMS will protect the vacancy. If neither, the junior qualified ELO will be required to protect the vacancy.

**Note 1:** If the Carrier is unable to fill a temporary ELO position with a qualified employee, it may call an extra board/train service employee to work the ELO position under supervision of a company officer or operate in the conventional manner consistent with existing agreements.

**Section 4:** It is understood and agreed that the Company will not be put to any additional expense in filling temporary ELO vacancies.

#### **Article IV Administration**

**Section 1:** This agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain ELO positions as outlined herein.

**Section 2:** In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply. Agreements, understandings or practices not modified or in conflict with the provisions of this Agreement remain in full force and effect.

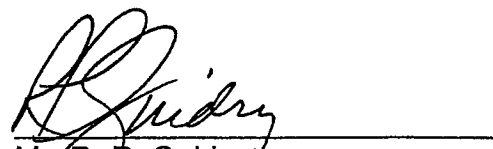
**Section 3:** This Agreement does not prejudice the position of either party, does not establish any precedent, will not be referred to in connection with any other case, agreement (Local or National) and/or dispute resolution and may be cancelled by either party serving a thirty (30) days written notice on or after May 17, 2005.

Signed this 17th day of May 2004.

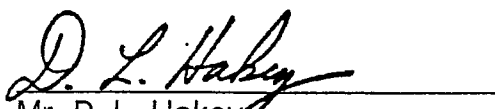
FOR THE UNITED  
TRANSPORTATION UNION

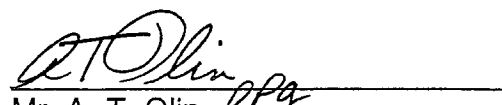
FOR UNION PACIFIC RAILROAD

  
Mr. L. R. Bumpurs  
General Chairman- UTU

  
Mr. R. P. Guidry  
Director - Labor Relations

Approved:

  
Mr. D. L. Hakey  
Vice President - UTU

  
Mr. A. T. Olin  
General Director - Labor Relations

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
Director - Labor Relations



24125 Aldine Westfield Road  
Spring, Texas 77373  
Office: (281) 350-7585

October 1, 2008

File: 1816.65-1  
1860-1

MR L R BUMPURS  
GENERAL CHAIRMAN UTU  
400 RANDAL WAY - SUITE 102  
SPRING TX 77388

Dear Sir:

This refers to our various conversations regarding the rates of pay currently being afforded the electronic lead foreman positions in Houston, Texas.

As you know, the August 20, 1997 letter of understanding provide the foremen on the leads with electronic control switching equipment will be afforded the footboard yardmaster rate of pay.

During a recent audit it was discovered that the current electronic lead foreman were receiving approximately \$15 a day greater than the footboard yardmaster rate of pay. In order to correct this error and to minimize the financial impact upon the employee, the Carrier is agreeable to the following:

1. The current electronic lead foreman rate of pay is hereby frozen and is not subject to future GWI and COLA adjustments.
2. The electronic lead foreman rate of pay will not receive the scheduled July 1, 2009 general wage increase.
3. Effective January 1, 2011, the current electronic lead foreman rate of pay will revert to the footboard yardmaster rate of pay as provided for under the letter of understanding dated August 20, 1997.

If you are in concurrence with the above proposal, please sign in the second copy of this letter and return to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "S.F. Boone".

Sharon F. Boone  
Director Labor Relations

Agreed: A handwritten signature in black ink that reads "L.R. Bumpurs".  
General Chairman L.R. Bumpurs

Date: Oct. 6, 2008



**III**  
This Article changed by October 3, 1996, Crew Consist Agreement  
(See Road Agreement, Article 34, Page 137)

**IV**  
This Article replaced by the following agreement:

**Letter of Understanding**  
August 25, 1958  
Five (5) Day Work Week

It is mutually agreed that Article IV of the Memorandum of Agreement covering the Five Day Work Week effective December 1, 1955, between the International-Great Northern Railroad Company (IGN) and the Brotherhood of Railroad Trainmen (BRT), signed at Palestine, Texas, November 30, 1955, will be changed to read as follows:

**IV**

- (1) A yardman on a regular or relief assignment who voluntarily exercises his seniority to another assignment will take the conditions of that assignment (irrespective of the number of straight time eight (8) hour shifts previously worked), and if this results in his working in excess of five (5) straight time eight (8) hour shifts prior to the rest days of his new assignment, straight time rate will apply thereto. However, a yardman may not voluntarily exercise seniority more than once within a calendar month with such privilege of working in excess of five (5) straight time eight (8) hour shifts prior to the rest days on his new assignment; should he voluntarily exercise his seniority additional time or times during a calendar month, he will not be permitted to work more than five (5) straight time days without taking two (2) rest days, unless the extra board is exhausted, in which event applicable rules will govern.
- (2) Likewise, a regular or relief yardman who is displaced through no fault of his own will be permitted to exercise his seniority to the assignment of his choice and will take the conditions of that assignment without regard to the number of straight time eight (8) hour shifts worked and if results in excess of five (5) days in a work week, straight time rates will apply. It is further understood that the yardman displaced will be permitted to work on all the work days of the assignment he selects after being displaced.
- (3) Regular men who otherwise would have been used had not regular men been permitted by this agreement to work in excess of five (5) straight time eight (8) hour shifts will have no claim as a result thereof.

This change becomes effective September 1, 1958.

/s/ John L. Purdum, BRT

/s/ B. W. Smith

**V**

The work week of a regular or regular relief assignment begins on the day following its days off; the work week for extra yardmen is a period of seven (7) consecutive days, beginning on Monday.

- (A) Yardmen on the extra board shall be worked first in first out in line with Article 39 of current yardmen's agreement. Extra yardmen who have worked five (5) tours of duty in one (1) work

week will retain their places on extra board and may be run around by other yardmen who have not worked five (5) tours of duty in their work week. Extra yardmen run around in this manner will not be entitled to a runaround.

- (1) (Superseded by Memorandum Agreement of January 10, 1956 below.)

### **Memorandum of Agreement**

January 10, 1956

(Extra yardman working more than Five (5) Day Work Week)

It is mutually agreed that Paragraph V(A)(L) of Memorandum of Agreement between Guy A. Thompson, Trustee, International-Great Northern Railroad Company (IGN) and the Brotherhood of Railroad Trainmen (BRT) covering the five day work week effective December 1, 1955 for yardmen, is corrected to read:

- (1) When all extra yardmen on the extra board have worked their five (5) straight time tours of duty in their work week and a vacancy occurs the senior regular or regular relief yardman who has worked five (5) straight time tours of duty and who has given twenty-four (24) hours advance notice in writing to yardmaster, if no yardmaster then to proper authority, that he is willing to work on his off days will be used and will be paid at time and one-half rate, such notice to be renewed at the expiration of ninety (90) days. Yardmen serving such notice may cancel same by giving twenty-four (24) hours written advance notice. In the event a vacancy occurs and all the extra men have worked five (5) straight time tours of duty and none of the regular yardmen are available under the terms of this paragraph the vacancy will be filled from the extra board and be paid at the time and one-half rate.

/s/ John L. Purdum, BRT

/s/ T. Short

- (B) Regular and regular relief yardmen held off their assignments and for which they are compensated a minimum yard day, will use this compensated minimum yard day payment to make up their five (5) day work week assignment.
- (C) Extra yardman or yardmen held off the extra board and compensated a minimum yard day will count the compensated minimum yard day to make up their five (5) day work week and will mark up at the foot of the extra board upon reporting back for service.
- (D) Any tour of duty in road service shall not be utilized in any way in computing the five (5) day work week, nor shall service under two (2) agreements be combined in any manner in computing the five (5) day work week.

### **VI**

Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on the property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

**Note:** It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

On regular relief assignments where two (2) shifts are started within twenty-four (24) hours, established due to operational problems, each shift will be paid at the straight time rate and will be counted as a tour of duty.

## VII

Employees worked more than five (5) straight time eight (8) hour shifts in yard service in a work week shall be paid one and one-half (1 ½) times the basic straight time rate for such excess work except:

- (A) Where days off are being accumulated under Section 4 of Article 3; (Agreement "A" of the May 25, 1951 National Agreement)
- (B) When changing off where it is the practice to work alternately day and nights for certain periods;
- (C) When working through two (2) shifts to change off;
- (D) Where exercising seniority rights from one assignment to another;
- (E) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five (5) straight time eight (8) hour shifts.

This agreement shall become effective as stated herein and will continue in effect until changed or modified on thirty (30) days written notice from either party to the other signatory hereto.

/s/ John L. Purdum, BRT

/s/ T. Short

## ARTICLE 2 (cont.)

### Section 3. - Overtime

- (a) Except when changing off to work alternately days and nights for certain periods, working through two (2) shifts to change off days; or where exercising seniority rights from one assignment to another; or when extra men are required to be used, all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime, on the minute basis at one and one-half (1 ½) times the hourly rate.
- (b) Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two (2) shifts to change off; where exercising seniority rights, from one shift to another; or work performed by regular relief men on assignments which conform with the provisions of the Five (5) Day Work Week Rule; all time worked in excess of eight (8) hours continuous service in a twenty-four (24) hour period shall be paid for as overtime, on the minute basis, at one and one-half (1 ½) times the hourly rate.

In the application of this rule, the following shall govern:

- (1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
- (2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service," as used in this Paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)
- (3) Where an extra man commences work on a second shift in a twenty-four (24) hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half (22 ½) to twenty-four (24) hours from the starting time of the first shift.

A twenty-four (24) hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

- (4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight (8) hours of work following such change.
  - (5) Except as modified by other provisions of this Rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rates.
  - (6) Any time worked by Car Retarder Operators in excess of eight (8) hours, where continuous shifts are worked, due to making turnover or waiting for relief, will not be considered as overtime.
- (c) A minimum crew will be considered a unit, and if overtime is made by any member of such minimum crew, same will be allowed to the entire crew. (Modified by Crew Consist Agreement, October 3, 1996)

**Note:** Q. What compensation should be allowed an extra man who is called and at 4 a.m. relieves a regular man who is covering an assignment 12 midnight to 8 a.m., and the assignment works until 9 a.m. -- regular yardman working four (4) hours, extra yardman working five (5) hours, remainder of crew working nine (9) hours?

A. Extra man will receive a minimum day only.

- (d) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew, except regular relief assignments under Five Day Work Week Agreement. So far as it is practicable, assignment shall be restricted to eight (8) hours' work.

#### **Section 4. - Assignments**

- (a) Yardmen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as it is practicable assignments shall be restricted to eight (8) hours work.
- (b) Twenty-four (24) hours notice of change in assignments or working conditions will be given by the Railroad so as to enable Yardmen to exercise their seniority rights.

## **Section 5. - Starting Time**

- (a) Regularly assigned yard crews shall have a fixed starting time, and the starting time of a crew will not be changed without at least forty-eight (48) hours advance notice.
- (b) Where three eight (8) hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8 a.m.; the second 2:30 p.m. and 4 p.m.; and the third 10:30 p.m. and 12 midnight.
- (c) Where two (2) shifts are worked in continuous service the first shift may be started during any one of the periods named in Paragraph (b) of this section.
- (d) Where two (2) shifts are worked not in continuous service the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10 a.m., and the second not later than 10:30 p.m.
- (e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (b) or (d) of this section.
- (f) At points where only one (1) yard crew is regularly employed, they can be started at any time, subject to Paragraph (a) of this section.
- (g) Yardmen required to report for duty at or after 10:30 p.m. and at or before 7:30 a.m., will be called one hour and thirty minutes (1'30") before time to begin work.

### **Memorandum of Agreement**

April 6, 1984

(When Extra Yardman available for call)

Extra Yardmen will not be required to make themselves available for call except during the hours -- 4:30 A.M. to 6:30 A.M., 12:30 P.M. to 2.30 P.M., and 8:30 P.M. to 10:30 P.M., for jobs going to work within the time specified in the Starting Time Rule, Article 2, Section 5 of the Yardmen's Agreement.

It is incumbent upon the Carrier to call an extra Yardman, in accordance with his standing on the Board, for a vacancy accruing outside the Starting Time Rule. However, if he cannot be contacted for such vacancy, he will not lose his standing on the Board, and the first available man should be used. If an extra Yardman is permitted to lay off on call for a vacancy such as described in this paragraph, he loses his standing on the Board.

This agreement signed this 6th day of April, 1984 and may be canceled by either party upon the serving of fifteen (15) days written notice without following the provisions of the Railway Labor Act.

/s/ R. A. Green, UTU

/s/ O. B. Sayers

## **\*Section 6. - Point for Beginning and Ending Day**

- (a) The pay of yardmen shall continue until they reach the point at which they start work.
- (b) The point for going on and off duty will be governed by local conditions. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.
- (c) The switchmen's house will be designated as a point for Yardmen to go on duty. However, it is understood that the Division Superintendent and the Committee may

make such changes as to points where Yardmen will begin work as the operating conditions may from time to time require.

\* See South San Antonio Special Agreement, Road Appendix, Page 210.

**Section 7. - Lunch Time** (Modified by following HBT Agreement for Houston Hub Only)

- (a) The time for fixing the beginning of assignments or meal period is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.
- (b) Yard crews will be allowed twenty (20) minutes for lunch between four and one-half (4 ½) and six (6) hours after starting work without deduction in pay.
- (c) Yard crews will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay, or time therefor.  
(Modified by following HBT Agreement)
- (d) General Yardmaster will designate the lunch period and when so designated, will not be changed without forty-eight (48) hours notice.
- (e) Switch Tenders will be allowed twenty (20) minutes lunch period without deduction in pay, but will be held responsible for their regular duties during the lunch period.

**Letter of Understanding**  
August 20, 1997  
(Meal Period for Houston Hub)

This has reference to the parties' various discussions pertaining to the forthcoming implementation of the UP/SP New York Dock Merger Implementing Agreement for the Houston Hub and, specifically, various issues pertaining to the application of the IGN Collective Bargaining Agreement in the new Houston Terminal.

This letter shall serve to confirm the parties' understanding that effective on the date of implementation of the UP/SP New York Dock Merger Implementing Agreement for the Houston Hub, the provisions of Article 2, Section 7 (Lunch Time) of the IGN Yard Schedule of Agreement, and any practices and/or interpretations associated therewith, will not be applicable to those yard assignments working in the territory comprising the Houston Hub. In lieu thereof, the following shall apply with respect to providing yardmen in the Houston Hub with a meal period:

**Section I - Meal Periods**

- (a) Yard crews will be allowed twenty (20) minutes for lunch between four and one-half (4 ½) and six (6) hours after starting work without deduction in pay, and will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.
- (b) It is understood that the lunch period provision is mandatory and must be given within the specified time (between four and one-half (4 ½) and six (6) hours after going on duty), the lunch period to be calculated from the time the entire crew begins work as a unit but in the event any portion of the lunch period is extended beyond the six (6) hours, yard crews will be paid twenty (20) minutes as overtime and allowed twenty (20) minutes for lunch.
- (c) In the event crews are worked beyond the regular eight (8) hour assignment, they will be allowed twenty (20) minutes for lunch between four and one-half (4 ½) and six (6) hours after the time of taking their first lunch period. Paragraph (b) will apply in the payment of overtime for the second meal period.

## **Section II - Second Meal Period**

Crews required to work second meal period will be placed at some point where they can get meals.

It is understood that when a yard crew is in a yard where a locker room is located when lunch period comes due, the crew will be permitted to avail themselves of nearest such locker room.

In the event a yard crew is run out of the yard under the above, they will be paid the penalty as provided in Paragraph (b) above and will be permitted to take their lunch at the point where a locker room is located, provided destined to such a yard.

If the foregoing properly reflects the parties' understandings, please so indicate by affixing your signature in the space provided below.

/s/ Mr. L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

### **Letter of Understanding**

April 14, 1998

(Questions and Answers, Meal Period)

This refers to your letter dated March 21, 1998 and our conversation this date concerning the proposed Questions and Answers regarding meal periods.

Per your suggestion, I have redrafted the Answer to Question No.5 in Section 2 to reflect that lockers do not need to be only at the on duty / off duty point but need to be placed wherever we may have established a facility where the crews may take their lunch period.

Attached are two (2) copies of the "Agreed to Questions and Answers." If they properly reflect your understanding of our discussions, please indicate your concurrence by affixing your signature in the space provided below and return one (1) copy to me for my file.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

### **Agreed to Questions and Answers, Meal Period**

April 14, 1998

#### **Section 1**

- Q1. What is proper penalty payment if a yard crew is not allowed a meal period between four and one-half (4 ½) and six (6) hours?
- A1. Twenty (20) minutes at overtime rate (equaling thirty (30) minutes at pro rata rate).
- Q2. What is the proper penalty payment when no meal period is taken in a shift when more than six (6) but less than eight (8) hours are worked?
- A2. Twenty (20) minutes at overtime rate (equaling thirty (30) minutes at pro rata rate).
- Q3. What is the proper penalty payment when no meal period is allowed during an eight (8) hour shift?
- A3. Twenty (20) minutes at overtime rate plus twenty (20) minutes at pro rata rate (equaling fifty (50) minutes at pro rata rate).

- Q4. When is the second meal period due to be taken and what is the proper penalty payment if no meal period is allowed?  
 A4. The second meal period is due four and one-half (4 ½) hours after the end of the first meal period as provided in Section 1(a). The proper penalty if not allowed is twenty (20) minutes at overtime rate (equaling thirty (30) minutes at pro rata rate).
- Q5. What is the proper penalty if no meal period is allowed during the first eight (8) hours and a second meal period comes due and also is not allowed?  
 A5. Two (2) twenty (20) minute payments at overtime rate plus twenty (20) minutes at pro rata rate (equaling eighty (80) minutes at pro rata rate).
- Q6. May the Carrier put a crew to lunch early (before 4 ½ hours)?  
 A6. Yes, but the penalty for doing so would be as provided in paragraph (b) of this Section (twenty (20) minutes at overtime rate) for allowing the meal period outside of the 4 ½ to 6 hour window.
- Q7. May crews of yard transfer and industry jobs going onto foreign yards or industries having appropriate facilities take their meals on those foreign properties?  
 A7. Yes, with the concurrence of the owners of such properties and with the prior authorization of the yardmaster.

## **Section 2**

- Q1. Does the obligation to place crews at a point to get meals contemplate those crews being allowed to secure the meal at a restaurant-type facility?  
 A1. No.
- Q2. Must the Carrier provide transportation to the nearest locker room facility when a crew chooses to avail themselves of it?  
 A2. No.
- Q3. At what point does the meal period begin, at the time when relieved from their engine or at the crews' arrival at locker room facility?  
 A3. The meal period shall commence at the point in time when the crew arrives at the locker room facility.
- Q4. What happens if a yard crew is working in a yard where no locker room facility exists or the facility is unavailable when the crew is directed to take their meal period?  
 A4. The crew would continue working and would be allowed the appropriate penalty payment(s) as provided by Section 1.
- Q5. Must the locker room facility actually contain lockers to be considered a proper facility for taking a meal period?  
 A5. No, since the crews sent to other properties may have different minimum requirements if they are a non-IGN property. However, when a crew is working on IGN property, it would be required because the IGN Agreement provides for crews in their originating yard to avail themselves of the nearest such locker room(s).
- Q6. Must a crew be put into their on duty and off duty point for their meal period?  
 A6. No, they may be placed at any point with proper facilities to take their meal period.



- Q7. If a crew is run out of the yard between four and one-half (4 ½) and six (6) hours and could have been allowed a meal period prior to departure, may the crew take a meal period at the destination yard or industry? If so, what is the proper penalty payment (if any)?
- A7. Yes, they may be allowed to take a meal period at the destination yard or industry and would also be allowed a penalty payment of twenty (20) minutes at overtime rate.  
(equaling thirty (30) minutes at pro rata rate)

### **ARTICLE 3 FOREMAN OR PILOT'S DUTIES**

When Yardmen are required to perform Pilot's duties, they will receive Foreman's rate of pay for not less than a minimum day.

Three Pilots will be assigned to Houston Yard so long as IGN passenger engines are handled between HB&T passenger station and IGN roundhouse, and will perform such other Pilot's duties during their working hours as may be assigned to them by the General Yardmaster.

### **ARTICLE 4 PAY FOR OTHER THAN REGULAR DUTIES**

When Yardmen are assigned to other than their regular duties, they will receive not less than their regular rates and when assigned to a position where a higher rate applies they will receive the higher rate.

### **ARTICLE 5 TIME OF EXTRA MAN**

Time of extra men will commence at starting time of regular assigned crews. That is, their time will not be less than that allowed regular men except where extra men are used on a shift after the regular starting time he will receive overtime only after eight (8) hours service.

### **ARTICLE 6 FILLING VACANCIES**

#### **Section 1.**

When vacancies occur and senior Yardmen are left unplaced through no fault of their own, they will receive pay for not less than a minimum day.

#### **Section 2.**

Under this article General Yardmasters and local committee will make written agreement as to the filling of Foremen's temporary vacancies.

### **MERGED AND AMENDED AGREEMENTS Of September 10, 1954; July 5, 1956; December 4, 1958; July 10, 1964 (Calling Procedure for Extra Foreman)**

Under the terms of the Memorandum of Agreement extra foreman vacancies are to be filled in the following order:

1. By Extra Foreman on same assignment.

2. By the senior extra foreman on the extra board.  
If none available account having worked five (5) straight days:
3. By an extra foreman on a regular assignment with the same starting time.
4. By an extra foreman on a regular job on the next following starting time.
5. By the senior extra foreman on a regular job in the yard.
6. By the senior regular man who has made application for use on his off days.
7. By the senior yardman in service.

**ARTICLE 7**  
**PAY FOR ROAD SERVICE**  
(Modified by 1985 National Agreement)

**Section A.**

Where it has been the practice or rule to pay a yard crew, or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in Section (B).

**Section B.**

Where regularly assigned to perform service within the switching limits, Yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

**Section C.**

This rule not to apply to yard engines at Austin helping trains to Vinson or Hooper.

**Note:** It is understood the application of this rule to switch engines helping trains to Vinson or Hooper is not agreed to and has been referred to Board of Adjustment No. 1 for decision.

**Article VIII of 1985 National Agreement:**

**Section 2 - Yard Crews**

Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:

- (a) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to twenty-five (25) miles outside of switching limits.
- (b) Complete the work that would normally be handled by the crews of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews. This paragraph does not apply to work train or wrecking service.

**Note:** For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

- (c) Perform service to customers up to twenty (20) miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (d) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of August 25, 1978, except by mutual agreement.
- (e) Yard crews may perform hostling work without additional payment or penalty.

## **ARTICLE 8 ATTENDING COURT OR INVESTIGATION**

### **Section 1.**

Yardmen when required by the Railway Company to serve as witnesses at Court or Inquest, will be allowed the same compensation they would have earned had they remained on their regular assignment unless such service is performed during their hours on duty.

When used before or after completing a days work they will receive one (1) minimum day.

Extra men on extra board when used at Court or Inquest will be paid one (1) minimum day for each day so used and stand last out on extra board.

### **Section 2.**

Yardmen required to attend investigations will be paid for all time lost. Should they lose no time they will be paid one (1) day at their regular rate if attendance requires over two (2) hours. If attendance requires two (2) hours or less no payment to be made.

If required to testify at investigation while on duty will not be paid for same. Witnesses at investigations not requested by the Railway will not be paid.

When required to attend investigations away from home station they will be paid as for attending Court.

### **Section 3.**

When attending Court away from home station, Yardmen will be allowed expenses not to exceed \$4.00 per day and if service requires traveling at night Pullman transportation will be allowed if receipts

are turned in to cover. When attending Court or Inquest at home station employees will be paid actual expenses for meals and car fare. Expenses to be itemized and turned in by them as their expense account.

**Section 4.**

Time and expenses earned under this article will be paid on the first day in the month following the month in which said service is rendered.

**Section 5.**

Superintendents will apply this rule in a broad manner with a view of preventing any undue hardships on Yardmen and in every case where they have not had proper opportunity for rest will upon request be given eight (8) hours undisturbed rest before being required to go in service.

**ARTICLE 9  
NUMBER OF MEN ON CREW**

**Note:** See Road Agreement - Crew Consist Agreements under Article 34, Page 114.  
December 1, 1988 Crew Consist, Page 123  
October 3, 1996 Crew Consist, Page 137

**ARTICLE 10  
COUPLING HOSE AND HANDLING BAD ORDER CARS**

- (a) Where Carmen are employed, Yardmen will not be required to open or close doors, couple or uncouple air, steam or signal hose, safety chains or unfasten vestibule curtains on either passenger or freight cars.
- (b) Yardmen will not be required to chain up or unchain cars, nor will they be required to handle frogs, wrecking equipment, track or other material at wrecks or derailments where Carmen or section men are available.

**Memorandum of Agreement  
April 9, 1954**

**(1) Coupling and Uncoupling Air, Signal and Steam Hose:**

The parties agreed that the dispute as to this rule would be submitted to a Referee to be appointed by the President of the United States for decision and that the decision of the Referee would be final and binding on the parties and would become effective thirty (30) days from the expiration of the date the Referee notified the Carrier and Employee Committees of Decision, and each Carrier would make its selection within such period in accordance with the saving clause provisions of the proposed rules. Accordingly, Mr. George Cheney was appointed Referee by President Truman, June 8, 1951, and rendered the following decision and award dated August 1, 1951, in this dispute:

*"A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding dated May 25, 1951, which should read as follows: 'Rules, agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on*

*yardmen performing such work and no payment there for will be made but where rules, agreements, interpretations or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations or practices shall be changed to provide for the payment of only 95 cents.*

*Individual carriers may elect to accept this rule or retain their present rules or practices without modification, by so notifying their General Chairman prior to September 1, 1951, and if accepted the date of such notification shall become the effective date.' "*

Under date of August 23, 1951, the General Chairman was notified that the International-Great Northern Railroad Company (IGN) elected to accept the new rule.

1. It is agreed that the agreement covering wages and working conditions of yardmen employed on the property of this Carrier is in full force at the following points:

**(As outlined in National Agreements)**

2. Effective 12:01 a.m., April 16, 1954, at the points specified in No. 1, above, when yardmen are required by proper authority to couple or uncouple air, signal and steam hose, they shall be paid an independent allowance of only 95 cents, such independent allowance to be made to each member of the yard crew regardless of which member of the yard crew performs the service, but the independent allowance will be paid only once to a yard crew in the event such service is performed more than once during the course of the day's work, or at more than one point within the yard or terminal during the course of the day's work. The allowance herein provided for shall not be applicable or payable when yardmen are required to couple or uncouple air, signal and steam hose as follows:
  - (a) Between engine and car, engine and caboose, or engine and another engine.
  - (b) Between cars or between engine and cars where yardmen cut a railroad crossing, street or road crossing to permit traffic to use such railroad, street or road crossing.
  - (c) When setting out bad order cars or in case of defective equipment or air hose, or when coupling breaks in two after train has been made up.
  - (d) Between cuts when doubling from one track to another where one track will not hold entire cut of cars.
  - (e) When air hose can be uncoupled by turning angle cock and pulling the pin.
  - (f) Yardmen will not be required to perform this service on cars other than those handled or to be handled by the engine with which they are working.
  - (g) Yardmen will not be required to bleed air when switch movements are made within the limits of the train yards, but they may be required to bleed air when necessary to continue with their work with cars set out at industries at points outside limits of the train yard and when so required will be paid the 95 cents when not already qualified for such payment under the provisions of this agreement.
  - (h) It is not intended by this agreement to have yardmen couple or uncouple signal and steam hose, or more than one coupling or uncoupling of air hose between engine and first car, on passenger equipment where carmen are employed for passenger work.

- (l) The independent allowance provided for herein shall be paid separate and apart from the work day and shall not be considered in arriving at overtime rate nor in computing overtime.
- (j) On yard assignments where yardmen are to couple or uncouple air, signal or steam hose or bleed air daily bulletins will be issued which will authorize the payment of the 95 cents to these crews. If desired to discontinue the requirement by any such yard crews bulletin notice will be given to them. On other yard assignments where the yardmen thereon are required to couple or uncouple air, signal or steam hose or bleed air definite instructions, on proper forms to be provided for that purpose, will be given to them at the time the service is required of them, which will serve as authority for the payment of the 95 cents to such crew members.
- (k) It is not intended to require yardmen to perform all of the work of coupling and uncoupling air, signal and steam hose. The particular operational consideration will govern it. Nothing in this agreement shall be construed as intending that only yardmen may be used to couple or uncouple air, steam or signal hose, or that yardmen will be required to couple air, steam or signal hose permitted under the exceptions when carmen are available to perform the service without delay to the work.
- (l) In view of disputed facts in connection with claims of yardmen for coupling or uncoupling air, signal and steam hose from September 1, 1951 to April 15, 1954, inclusive, they will be disposed of in accordance with letter agreement dated April 9, 1954.

This Agreement executed at Palestine, Texas, the 9th day of April, 1954, shall remain in effect until changed by one part serving on the other thirty (30) days' written notice of its desire to change, revise, modify or cancel said Agreement as provided in the Railway Labor Act, as amended.

/s/ John L. Purdum, BRT  
/s/ C. H. Smith, BRT

/s/ T. Short

(See October 31, 1985 National Agreement - Air Pay frozen and phased out)

#### **ARTICLE 11 FURNISHING ENGINES WITH SUPPLIES**

Yardmen shall not be required to furnish engines with supplies such as frogs, coal, oil, water, etc., nor will they be required to fill water cars. (Modified by October 31, 1985 National Agreement, Article VIII)

#### **ARTICLE 12 WORKING SHORTHANDED**

Yard crews will not be required to work shorthanded when Yardmen are available, and will not be required to work inexperienced men when experienced men are available.

**Note:** See Road Agreement - Crew Consist Agreements under Article 34, Page 114.  
December 1, 1988 Crew Consist, Page 123  
October 3, 1996 Crew Consist, Page 137

**ARTICLE 13  
REPRESENTATION OF BRT (NOW UTU)**

It is understood that the Brotherhood of Railroad Trainmen (now UTU) represented in this agreement will be insured not less than 90 per cent of the Yardmen employed in each yard, and will be given preference.

**ARTICLE 14  
SWITCH TENDERS**

- (a) All switch tenders in service date of this agreement will be placed on switch tenders seniority lists, in line with their age in service as switch tenders, and will be given opportunity to bid on these positions as vacancies occur, such vacancies to be bulletined as per Article 18 (See Page 297). When permanent vacancies occur Yardmen may exercise their seniority on such positions, their seniority as switch tenders to date from date of this agreement. Temporary vacancies to be filled from Yardmen's extra board as per Article 39 (Page 322). Yardmen performing switch tenders duties will receive switch tenders rates for this service.
- (b) Switch tenders will not be required to perform such work as coupling and uncoupling cars, or piloting trains or engines through yards.

**ARTICLE 15  
LEAVE OF ABSENCE AND SERVICE LETTER**

**Section A.**

Yardmen will be granted leave of absence for not more than ninety (90) days, except in cases of sickness or injuries to themselves or families, or for other reasons when agreed to by the officers of the Railroad and the organization represented in this agreement or where accepting official promotion with this Railroad or the organization parties to this agreement.

Official promotion with the Railroad to be of the General Yardmaster class or higher.

Yardmen absenting themselves for more than ninety (90) days, except as herein provided, will lose all rights.

**Memorandum of Agreement  
October 12, 1956**

Section A, Article 15 of the Yardmen's Agreement is interpreted to mean that an employee covered by the rule when out of service more than ninety (90) days for any cause (except as provided by Article 15, Section C) must have a leave of absence or forfeit his seniority This Memorandum of Agreement becomes effective November 1, 1956.

/s/ John L. Purdum, BRT

/s/ T. Short

**MEMORANDUM OF AGREEMENT**  
between the  
**UNION PACIFIC RAILROAD COMPANY**  
and the  
**UNITED TRANSPORTATION UNION**

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**UNION SHOP AGREEMENT - HOUSTON HUB**

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**IT IS AGREED:**

This Agreement is made this 24th day of March, 1999, between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier" and the United Transportation Union, hereinafter referred to as the "Union". This Agreement concerns employees assigned to positions in the Houston Hub, as defined in the Houston Hub Merger Implementing Agreement.

Section 1: In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereinafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided shall as a condition of their continued employment subject to such agreements become members of the Union within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement and thereafter shall maintain membership in the Union; except that such membership shall not be required of any individual until he/she has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreement.



**Section 2:** The requirements of membership provided for in Section 1 of this Agreement shall be satisfied as to both a present or future employee in engine, train, yard, or hostling service, that is, an employee engaged in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, if said employee shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting to membership employees of a craft or class in any of the said services. Nothing herein shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of the services above specified.

**Section 3:** (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Section 1 and 2 of this Agreement.

(b) The seniority status and rights of employees furloughed to service in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the Federal government or a state government for the benefit of ex-service men/women shall not be terminated by reason of any of the provisions of this Agreement but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this Agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements, governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Sections 1 and 2 of this Agreement so long as they are not in service covered by such agreements but they may do so at their option. Should such employees return to any service covered by said rules and working conditions agreements they shall,

as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this Agreement.

Section 4: Nothing in this Agreement shall require an employee to become or to remain a member of the Union if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member; or if the membership of such employee is denied or terminated for any reason other than failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this Agreement, dues, fees and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time.

Section 5: (a) Each employee covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until the Carrier is advised to the contrary in writing by the Union. The Union will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipts, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Union therefore claims is not entitled to continue in employment subject to Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the Carrier and the Union and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Union. An employee so notified who disputes the fact that he/she has failed to comply with the terms of this Agreement, shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him/her a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Union, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Union shall attend and participate in the hearing. The receipt of the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein the Carrier shall proceed to terminate his/her seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Union, unless the Carrier and the Union agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the Union shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his/her seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of this date of said decision except as hereinafter provided or unless the Carrier and the Union agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Union it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received and the employee and the Union shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his/her seniority and employment under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Union agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Union or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this Agreement the Union or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this Agreement or his/her designated representative, the Chief Executive of the Union or his/her designated representative, and the employee involved or his/her representative. If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Union and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his/her appointment and shall be final and binding upon the parties. The Carrier, the employee and the Union shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Union; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Union and the employee.

(d) It is understood that if an employee produces evidence to an officer or duly authorized member of the General Committee of the Union that he/she is a member of any one of the labor organizations as specified in Section 2 of this Agreement that will satisfy this Agreement and no notice will be served by the Union on the Carrier to have employee removed from service. Employee will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the Union, but will not be required to produce such evidence more than once in a calendar month. If employee fails or refuses to produce such evidence, he/she may be cited to the Carrier by the Union as not complying with the Agreement.

(e) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Union.

(f) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreements between the Carrier and the Union will not apply to cases arising under this Agreement.

(g) The General Chairman of the Union shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall

notify the General Chairman of the Union in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

(h) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered shall not be counted.

**Section 6.** Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period, in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Union in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the Agreement but the employee may remain on the position he/she held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished or annulled. The above periods may be extended by agreement between the Carrier and the Union.

**Section 7.** An employee whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

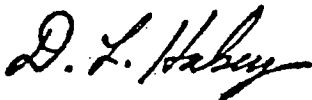
If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Union or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other Agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his/her continuance in service shall give rise to no liability against the Carrier in favor

of the Union or other employees based upon an alleged violation, misapplication or non-compliance with any part of this Agreement.

Section 8. In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the Carrier under the provisions of this Agreement and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Union shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment, provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Signed this 24<sup>th</sup> day of March, 1999.

FOR THE ORGANIZATION



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D. L. Hakey  
General Chairperson, UTU

FOR THE CARRIER:



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L. A. Lambert  
General Director Labor Relations  
Southern Region, UPRR

**Memorandum of Agreement**  
June 23, 1981  
(Leave of Absence, Personal Injury)

**IT IS AGREED** that "Leave of Absence" Rules covering employees represented by the United Transportation Union Committee, signatory hereto, are amended to the extent that such employees who are absent from duty due to an injury incurred while on duty with the Missouri Pacific Railroad Company (including deadheading on Company orders) will not require a leave of absence for the duration of their disability.

**Section B.**

When Yardmen leave the service of the Railway they will be given letters showing their time in service, capacity or capacities in which employed and cause of leaving the service.

**Section C.**

Extra boards will not be reduced except on request of local or general chairman, or both, and when necessary to reduce the force, reductions will be made in reverse order of seniority. When forces are increased Yardmen will be returned to the service in the order of their seniority. Yardmen desiring to avail themselves of this understanding must file their name and address with the yardmaster, and failure to report for duty within thirty (30) days from date of notification will be considered out of service; local chairman to be furnished copy of such notices. Notification to be made by registered letter. It is understood that Article 13 will apply to this section.

(Modified by Crew Consist Agreement October 3, 1996, Page 137)

**ARTICLE 16**  
**NOTARY PUBLIC FEES**

All official papers that require Notary Public or other officers approval, the expense shall be paid by the Railroad Company. Yardmen required to pay for above service will receive refund provided receipts are turned in to cover same.

**ARTICLE 17**  
**CONTROL OF YARDS**

- (a) No longer applicable.
- (b) All instructions to foremen will be given by the Yardmaster or Assistant Yardmaster in person or in writing. All instructions to helpers will be given by their foremen. One foreman shall have no authority over another. (Except when one is Footboard Yardmaster)

**ARTICLE 18**  
**BULLETIN ASSIGNMENTS**

- (a) All vacancies shall be bulletined by the Yardmaster at the switchmen's house, bulletin to be posted at 6 a.m. and 2 p.m. for a period of seventy-two (72) hours . (as per Letter of Understanding, May 7, 1956)
- (b) When an older man passes up any vacancy and such vacancy is taken by younger man, the older man will not be allowed to take the position--except as provided in paragraph (c) of this article until it again becomes vacant or the older man is deprived of the position he held.  
(Modified by 30 Day Pass Up Rule, Page 106)

Yardmen laying off at the time of any vacancies shall be entitled to such vacancy at the time he returns to duty, according to seniority.

- (c) Any yardman has the right to pass up any position and exercise his seniority to take another position after having held the position he was on thirty (30) days.
- (d) When Yardmen are displaced by senior Yardmen exercising seniority rights they will notify Yardmaster as to what position they desire to be assigned. Yardmen failing to so notify yardmaster will be marked up as laying off.

**Memorandum of Agreement**

October 7, 1976

(Bump Procedure - Fence between Road and Yard)

It is agreed that Article 32, Section A(3) of the Road Trainmen's Agreement on the former International-Great Northern Railroad (IGN) shall be interpreted to mean that a conductor or brakeman employed on the Palestine Seniority District, losing a position through no fault of his own, will be permitted to exercise his seniority in any class of road service. However, if his seniority is such that he cannot hold a regular job in road service or the road extra boards, he will displace in yard service, seniority permitting.

This agreement signed in St. Louis, Missouri, this 7th day of October, 1976, becomes effective November 1, 1976, and shall remain in effect until modified or cancelled upon thirty (30) days' written notice from either party to the other, without following the procedures of the Railway Labor Act.

**Letter of Understanding**

November 3, 1995

(No Fence - San Antonio Only)

Mr. Larry W. Parsons, Sr.

Reference our discussion concerning the current requirement that employees on the San Antonio/Laredo seniority district must first place on a road position when cut back, and the district's desire to remove the distinction between road and yard in those instances.

Therefore,

**It Is Agreed** that Article 32, Section A(3) of the road Trainmen's Agreement on the former International-Great Northern Railroad (IGN) shall be interpreted to mean that a conductor or brakeman employed on the San Antonio/Laredo Seniority District, losing a position through no fault of his own, will be permitted to place in line with his/her seniority in the district.

If the above properly reflects your understanding, please sign the second copy and return a copy to me.

Concur:  
/s/ L W Parsons, Sr  
General Chairman, UTU

/s/ S. A. Bannister  
Director Labor Relations



**\*\* See Note Page 317**

**FORMER SP RULE 17**  
(Daily Preference Assignment)  
(Agreement "A", Article 3 of the National Agreement of May 25, 1951)

This is a special agreement applying at all former SP yards, except Dallas and Waco. (Yard as used herein means a common terminal where a seniority list or lists for switchmen are maintained.)

**Section (A)**

The five (5) day work week rules of Agreement "A" will apply to all switchmen.

**Section (B)**

The following portions of Article 3 of Agreement "A" are not applicable to the yards covered by this agreement:

- (1) Section 1 (b) 1.
- (2) Section 5.
- (3) Notes 1, 2 and 3 under Sections 8 (2) (e).
- (4) First paragraph, Section 11 (c).

**Section (C)**

In applying Section 1 (b) (2) (a) of Agreement "A" to determine the number of "days off" periods which may be assigned to the individual switchmen, the following method may be used:

**Example 1**

**Step One:** The first step in any yard is to list all regular assignments, including herders or pilots, showing the days each job works and the number of men required on each assignment each day of the week. From this listing, total, and tabulate the number of man days in the yard per day and per week. Divide the total number of man days in the yard per day and per week. Divide the total number of man days by 5 to determine the number of regular men required in order to fill each job for the seven (7) days of the week and multiply the result (excluding fractions) by 2 to determine the number of days off periods which will be required to give each regular man a days off period. Here is an example of a yard and the method of tabulation:

Assignment:  
Number of Switchmen Required — Per Day

	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.	Per Week Man Days
9:01 AM	4	4	4	4	4	4	4	28
4:01 PM	4	4	4	4	4	4	4	28
Herder	1	1	1	1	1	1	1	7
12:01 AM		4	4	4	4	4	4	24
	9	13	13	13	13	13	13	87

Total number of man days per week is 87.

# MEMORANDUM OF AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION**

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**JOB YHS55 - EUREKA YARD**

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## IT IS AGREED:

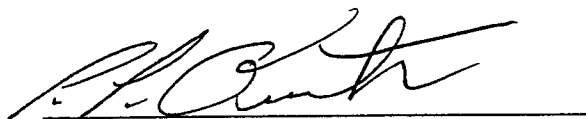
Job YHS 55, located at Eureka Yard will no longer be a bulletined job; it will become a Daily Preference Job and be included in Englewood Yard Daily Preference Agreement.

This Agreement may be canceled by fifteen (15) days written notice of any of the parties signatory hereto.

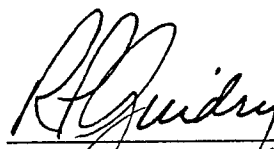
This Agreement is effective 8<sup>th</sup> day of May, 2001.

For United Transportation Union:

For Union Pacific Railroad:



L. L. Overton  
General Chairperson, UTU



R. P. Guidry  
Director Labor Relations, UPRR

209  
2001

Divide 87 by 5 to determine the number of men working five (5) days per week that will be required to fill all jobs on the 7 days of the week and provide days off periods for the regular men. The result in this example is 17 regular men with two (2) days left over to be filled by extra men. Thirty-four (34) days off are required to provide 17 days off periods.

**Step Two:** Show the total number of regular men required to fill the jobs for the 7 days of the week in seven columns, as indicated below, and add thereto the number of extra men that will be required each day, beginning as closely as possible with Monday. Add the extra man days to the regular man days for each day of the week and the totals will indicate the number of men needed on each day of the week and the totals will indicate the number of "days off". Subtract from this total of number of men required on each day and the result will indicate the number of "days off" periods which may be assigned to employees in accordance with the provisions of Section 1 (b) and (2) (b). This is done as follows:

	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
Regular men required:	17	17	17	17	17	17	17
Extra men required:		1	1				
Total:	17	18	18	17	17	17	17
Jobs to be filled:	9	13	13	13	13	13	13
Days off:	8	5	5	4	4	4	4

#### Days Off Periods

	S.	M.	T.	W.	TH	F.	S.			
Saturday-Sunday	4						4	4	men	8 days
Sunday-Monday	4	4						4	men	8 days
Monday-Tuesday		1	1					1	men	2 days
Tuesday-Wednesday			4	4				4	men	8 days
Thursday-Friday					4	4		4	men	8 days
								17	men	34 days

**Note:** The two (2) extra man days are shown on Monday and Tuesday to combine with the one day left over on Monday and Tuesday after all possible consecutive days off periods were established.

**Example 2**

Assignment:  
Number of Switchmen Required — Per Day

	Sun.	Mn.	Tu.	Wd.	Th.	Fri.	Sat.	Per Week Man Days
7:00 AM Lead	4	4	4	4	4	4	4	28
7:30 AM Gen'l. Sw.	4	4	4	4	4	4	4	28
8:00 AM Ind.		4	4	4	4	4		20
3:00 PM Lead	4	4	4	4	4	4	4	28
3:30 PM Gen'l Sw.	4	4	4	4	4	4	4	28
4:00 PM Ind.		4	4	4	4	4		20
11:00 PM Lead	4	4	4	4	4	4	4	28
11:30 PM Gen'l Sw.	4	4	4	4	4	4	4	28
	24	32	32	32	32	32	24	208

208 man days divided by 5 indicates 41 regular men working five (5) days per week and 1 extra man working three (3) days per week will be required to fill all jobs. However, there are 2 assignments (8:00 AM and 4:00 PM Industry jobs) assigned five (5) days per week with Saturday and Sunday off. Deduct the eight (8) men per day from number switchmen required Monday through Friday as follows:

24	32	32	32	32	32	24	208
	8	8	8	8	8		40
24	24	24	24	24	24	24	168

As 8 of the 41 regular men required are in five (5) day service with Saturday and Sunday off, 33 regular men and one extra man working three (3) days per week will be required to fill assignments in six (6) and seven (7) day service.

Regular men required	33	33	33	33	33	33	33						
Extra Men	1	1											1
<b>Total 6 and 7 Day Service</b>	<b>34</b>	<b>34</b>	<b>33</b>	<b>33</b>	<b>33</b>	<b>33</b>	<b>33</b>	<b>34</b>					
Jobs to be Filled	24	24	24	24	24	24	24	24					
	10	10	9	9	9	9	9	10					
Saturday-Sunday	5							5	5	men	10	days	
Sunday-Monday	5	5							5	men	10	days	
Monday-Tuesday		5	5						5	men	10	days	
Tuesday-Wednesday			4	4					4	men	8	days	
Wednesday-Thursday				5	5				5	men	10	days	
Thursday-Friday					4	4			4	men	8	days	
Friday-Saturday						5	5		5	men	10	days	
									33	men	66	days	
<b>5 Day Jobs</b>													
Saturday-Sunday off	8							8	8	men	16	days	
									41	men	82	days	

#### Section (D)

After "days off" periods have been assigned in accordance with provisions of Section 1 (b) 2 (b) of Agreement "A", a list of "days off" periods of regular employees will be compiled and posted.

#### Section (E)

For the purpose of carrying out the provisions of Section 1 (b) (2) (c) of Article 3, Agreement "A", It Is Agreed:

- (1) A vacancy in a "days off" period will occur:
  - (a) When vacated as the result of a regular man exercising seniority to another "days off" period or reverting to the extra board.
  - (b) When vacated as the result of termination of employment for any reason, including retirement under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five (65).
  - (c) When a regular switchmen has been temporarily out of service as such for more than twenty (20) consecutive calendar days, except for vacation.

- (2) A regular assignment is created as of time and date specified in the notice that is posted creating assignment.
- (3) The "days off" periods will be affected by force reduction when an assigned engine or shift is annulled for one (1) day or more except that when an assigned engine or shift is annulled by notice for a period not exceeding three (3) consecutive days and the notice annulling the assignment states that the assignment will be re-established at the end of such period, such annulment and re-establishment of an assignment will not constitute a force reduction with respect to "days off" periods and the "days off" periods of switchmen affected thereby will remain unchanged.
- (4) When a new assignment is created or a force reduction occurs, the regular assignments that will be in effect after such change has been made will be re-listed and the number of men required to fill such assignments will be recalculated to determine the number of regular men that will be required and the "days off" periods that will exist after the change has been made. Assigned "days off" periods that are not affected by such changes will remain unchanged except that switchmen may exercise seniority to another "days off" period as hereinafter provided for.
- (5) When vacancies occur in "days off" periods, such vacancies shall be bulletined at 12:00 Noon (except on Saturday, Sunday and/or legal holidays), for seniority preference for a period of three (3) days by posting bulletin at each on duty location involved and the oldest switchman making application in writing will be assigned at 12 Noon on the third (3rd) day (except on Saturday, Sunday and/or legal holidays), to be effective at recognized board marking time. Where more than one (1) "days off" vacancy is listed, switchmen bidding will state their preference. Pending expiration of the bulletin, vacancies on yard assignments as a result of such bulletining will be filled from the extra board. If no applications are received, the junior extra switchman will be advanced to the status of a regular switchman, will assume the "days off" period under bulletin, and cannot return to the extra board unless there is a switchman junior to him on the extra board.
- (6) If as the result of force reduction the number of "days off" periods available for assignment is reduced, switchmen affected thereby may exercise their seniority to another "days off" period and switchmen displaced from their "days off" period thereby may exercise their seniority to another "days off" period in the same manner. Seniority must be so exercised within twenty-four (24) hours of such reduction or displacement, and for this reason switchmen so displaced will be promptly notified, provided that when the twenty-four (24) hour period occurs on the "days off" of a switchman or while a switchman is temporarily absent from duty, such switchman may exercise his seniority to a "days off" period not later than on the day of his first service following his "days off" period or on the day of his return to duty as the case may be.
- (7) When a regular switchman who has been temporarily out of service as such for twenty (20) consecutive calendar days or more and whose "days off" period has been declared a vacancy and reassigned in accordance with the foregoing provisions of this section returns to service, he will exercise his seniority to a "days off" period at the time he marks up for service and junior switchmen displaced from their "days off" periods will exercise their seniority to another "days off" period as herein above provided for.
- (8) All "days off" periods will be open for seniority choice by all regular or extra switchmen twice each year on dates agreed to by the superintendent and local chairman, such reassignment to be made in the same manner as provided for in the original assignments under Section 1 (b) (2) (b) of Agreement "A".

**Note:** In compliance with paragraph (8) above, all regular switchmen who had access to the bulletin will be required to file an application for "days off" or will be placed to the extra board in accordance with the applicable rules.

### **Section (F)**

In applying the provisions of Section 2 of Article 3 of Agreement "A":

- (1) The term "work week" for regular switchmen will mean a week beginning on the first calendar day following the assigned "days off" period.
- (2) The term "regular employee" means a switchman who has sufficient seniority to hold a regular engine for five (5) days in a work week and a "days off" period on the basis of the number of engines or shifts regularly assigned.
- (3) When a regular switchman has been temporarily out of service as such for more than twenty (20) consecutive calendar days, his "days off" period will be bulletined in accordance with Section E, Item (5).
- (4) The daily crew board markup will show the junior regular switchman.

### **Section (G)**

The provisions of Section 7 of Article 3 of Agreement "A" will apply as follows:

- (1) In the event a regular engine is annulled for one (1) day or more, switchmen affected thereby may exercise their seniority in accordance with applicable schedule rules.
- (2) In order to enable switchmen affected to exercise their seniority in case of annulment, such switchmen will be notified not later than sixteen (16) hours in advance of the starting time of the engine to be annulled and such notification will be in accordance with example shown in the Abolishment of Assignments Rule.

### **Section (H)**

All pertinent Sections of Article 3 of Agreement "A" will be applied under the appropriate Sections of Article 2 and other applicable Articles of the IGN Yard Agreement except as follows:

- (1) A regular switchman who selects another "days off" period will be permitted to go on the "days off" period of his choice, and will take the conditions of that "days off" period without regard to the number of days already worked prior to the time he made his choice.
- (2) A regular switchman who reverts to the status of an extra switchman will count any shifts worked as a regular switchman in a week toward the number of shifts to be worked as an extra switchman in a week. An extra switchman who is advanced to the status of a regular switchman will count any shifts worked as an extra switchman in a week toward the number of shifts to be worked as regular switchman in a week.
- (3) When the extra board is exhausted, regular men who have requested in writing to be used on their assigned days off period will be used in order of seniority to fill a vacancy or vacancies that occur between 12:01 AM on the first day and 11:59 PM on the second day of their respective days off period. Only fully rested men are to be used and no man will be permitted to work more than one shift on his days off if other rested days off men are available, nor will he be permitted to start a shift which would prevent him from being fully rested for his own assignment. If a regular man who has complied with the provisions of this paragraph misses or refuses a call for work during his days off period, he will not be called or used during the days off period involved, except when there is no other switchman available for the service. Service performed under the provisions of this paragraph will be at the time and one-half rate provided the involved regular switchman worked five (5) straight time eight hour shifts in yard service in his previous work week.

## **Section (I)**

See Special Condition Agreements for yards at San Antonio, Lake Charles, Houston, New Orleans, Beaumont, Galveston, and Victoria which follows:

### **Special Agreement #2 -- Beaumont**

#### **Section (A) Designated Location**

Beginning and Ending Day as per IGN Agreement.

#### **Section (B) Five Day Work Week**

Section (E), Item (5) of the Five Day Work Week Implementing Agreement is changed to read as follows:

"When vacancies occur in 'days off' periods, a bulletin will be posted for a period of seventy-two (72) hours and switchmen desiring same will so indicate in writing and the senior switchman applying will be assigned. Where more than one 'days off' vacancy is listed, switchmen bidding will state their preference. Pending expiration of the bulletin, vacancies on assignments as a result of such bulletining will be filled from the extra board. If no applications are received, the junior extra switchman will be advanced to the status of a regular switchmen, will assume the 'days off' period under bulletin, and cannot return to the extra board unless there is a switchman junior to him on the extra board.

Time for posting bulletin will be 12 Noon and assignment thereto will be made prior to 6:00 PM board marking time on the day bulletin expires, to be effective 12:01 AM the following day."

#### **Section (C) Handling of Switchmen**

- (1) No regularly assigned switchman will change from one position to another without giving six (6) hours' written notice to the proper authority in advance of 6:00 PM board marking time of the assignment on which he is making displacement, to be effective 12:01 AM the following day. When such notice is executed, he must remain in such position fifteen (15) consecutive calendar days unless displaced. Subsequent resulting displacement of other switchmen because of a switchman changing from one position to another under this item must be made within eight (8) hours after notification. If such switchmen fail to place themselves within eight (8) hours after notification, they will not be permitted to take service until after the elapse of twenty-four (24) hours from time of notification and then they will not be permitted to displace junior regularly assigned switchmen later than three (3) hours in advance of the starting time of the assignment upon which seniority is exercised.
- (2) A switchman off twenty (20) or more consecutive calendar days or a switchman displaced while on vacation upon return to service may exercise displacement rights by giving six (6) hours' written notice in advance of 6:00 PM board marking time of the assignment on which he is making displacement, to be effective 12:01 AM the following day. Subsequent resulting displacement of other switchmen because of the return to service of such switchmen under this item must be made within eight (8) hours after notification. If such switchmen fail to place themselves within eight (8) hours after notification, they will not be permitted to take service until after the elapse of twenty-four (24) hours from time of notification and then they will not be permitted to displace junior regularly assigned switchmen later than three (3) hours in advance of the starting time of the assignment upon which seniority is exercised.
- (3) A switchman vacating a permanent position will not be allowed to bid on the position he left until it has been filled and again becomes vacant, unless he has been displaced or his position abolished.



- (4) A displaced switchman who cannot be contacted for notification of displacement will be placed on the "bump board" until he places himself.
- (5) A switchman cannot make a displacement under any circumstances later than two (2) hours in advance of the starting time of the assignment upon which seniority is exercised.
- (6) When a permanent vacancy occurs or a new position is created, a bulletin will be posted for a period of seventy-two (72) hours and switchmen desiring same will so indicate in writing and the senior switchman applying will be assigned, subject to the provisions of Item (1). If no applications are received, the junior extra switchman will be assigned and cannot return to the extra board unless there is a switchman junior to him on the extra board. If, under this item, two (2) or more junior extra switchmen are assigned on the same day, they will be assigned in the order of their seniority choice, provided the junior extra switchman longest in service can be contacted before 6:00 PM board marking time, and if not, the junior extra switchman longest in service will be assigned the position with the earliest starting time.

The time for posting bulletin will be 12 Noon and assignment thereto will be made prior to 6:00 PM board marking time on the day bulletin expires, to be effective 12:01 AM the following day.

- (7) A regular switchman may revert to the extra board in the exercise of his seniority, but must remain on the extra board not less than thirty (30) days.

A regular switchman who has reverted to the extra board under this item, upon his return to a regular position, will not be permitted to again revert to the extra board under this item until after the expiration of thirty (30) days as a regular switchman.

This item does not apply to a switchman forced assigned.

- (8) A regularly assigned switchman who lays off for any reason during his tour of duty will not be permitted to work for twelve (12) hours, computed from the time he laid off.
- (9) A regular switchman who may lose one or more working days of his work week through no fault of his own, upon receipt of his request in writing, will be placed first out on the extra board at 12:01 AM, if fully rested at that time under the Hour of Service Act, or as soon thereafter as he becomes fully rested on the first day of only the days off period immediately following the work week during which the day or days were lost, and will remain on the extra board, taking his turn with extra men, but will not be permitted to work more days than were lost during that work week, nor be called to go on duty after 11:59 PM on the second day of his days off period, not be permitted to start a shift which would prevent him from being fully rested for his own assignment. If such switchman misses or refuses a call for work during that days off period, he will not be called or used during the days off period involved. Service performed under this item will be at the straight time rate.

Days made up under this item will count toward the 10, 11 or 12 days permitted in a pay roll period only if they are made up in the same pay roll period in which they were lost.

- (10) Extra switchmen will be worked first in, first out on a rotary basis in filling temporary vacancies of twenty (20) consecutive calendar days or less. Vacancies of more than twenty (20) consecutive calendar days will be considered permanent vacancies and will be bulletined on the twenty-first (21) consecutive calendar day.

**Note:** Vacancies created because of regular switchmen laying off for personal reasons, sickness or injury will be considered temporary vacancies and will not be bulletined until the twenty-first (21) consecutive calendar day. Vacancies created by regular switchmen

because of termination of employment for any reason or leave of absence by agreement will be considered permanent vacancies on the 1st day they are created and will be bulletined at the next 12 Noon.

- (11) Vacation will not constitute a vacancy in application of this agreement and will be worked in turn from the extra board.
- (12) Extra switchmen will be called by telephone as nearly as practicable one hour and thirty minutes (1' 30") before starting time of the assignment for which they stand and will be expected to protect their turn on the extra board. If an extra switchman misses or refuses a call between 5:00 AM and 6:30 AM for first shift, 1:00 PM and 2:30 PM for second shift, and 9:00 PM and 10:30 PM for third shift, thereby making it necessary to call another extra or emergency switchman for that service, he will be held off of the extra board for sixteen (16) hours, computed from the time he missed or refused the call, and then be placed last out on the extra board. When this occurs, it will not be considered a penalty.
- (13) Extra switchmen who do not have a telephone will call the individual handling the switchmen's board by 5:00 AM and again as often as necessary until 6:30 AM to protect their turn in filling vacancies on first shift, and by 1:00 PM and until 2:30 PM for second shift, and by 9:00 PM and until 10:30 PM for third shift. If such an extra switchman misses or refuses to accept call for service for which he stands, thereby making it necessary to call another extra or emergency switchman for that service, he will be held off of the extra board for sixteen (16) hours, computed from the time he missed or refused the call, and then be placed last out on the extra board. When this occurs, it will not be considered a penalty.
- (14) When an extra switchman misses a call at other than regular calling times, he will retain his standing on the extra board; however, if an extra switchman is contacted at other than regular calling times and refuses a call, he will be held off of the extra board for sixteen (16) hours, computed from the time he refused the call and then be placed last out on the extra board. When this occurs, it will not be considered a penalty.
- (15) An extra switchman who stands to double will be called to double, and if he refuses the call, he will be held off of the extra board for sixteen (16) hours, computed from the time the assignment on which he is working goes off duty, and this will not be considered a penalty.
- (16) An extra switchman will not be permitted to lay off for a period of time less than sixteen (16) hours, computed from the time he lays off.
- (17) For the purposes of this agreement, an extra switchman cannot exercise seniority over a regular switchman and an emergency switchman cannot exercise seniority over an extra switchman, regardless of their ages in service. An emergency switchman is defined as a regular switchman called for service on his days off or a regular switchman doubling on one of his scheduled work days due to extra board being exhausted and no regular switchmen available on their days off, or a regular switchman placed on the extra board to make up a day or days lost during his previous work week through no fault of his own.

#### **Section (D) Seniority and Promotion**

Regular switchmen (helpers) will notify the yardmaster in writing, with copy to local chairman of their desire to work as extra engine foremen.

In filling vacancies of engine foreman on regular engines, the senior regular helper on that crew making request will be used.

In filling vacancies as engine foreman on extra engines, including work trains and roadway machines, the senior regular helper on the shift who has indicated in writing that he is willing to be used as extra engine foreman, if needed, will be used at the pro rata rate.

If vacancies as engine foreman cannot be filled in the manner as described in Paragraphs (2) and (3) above, the senior available regular helper from another shift who has indicated in writing that he is willing to be used as extra engine foreman, if needed, will be used, at the pro rata rate, except that if the regular helper would have been paid at time and one-half rate for service performed on his regular assignment account working a second shift in twenty-four hours, he will be paid at time and one-half for service performed as engine foreman under this agreement on that calendar day.

If no regular helpers have requested engine foreman work as above described, the vacancies will be filled by a qualified switchman from the extra list.

This agreement applies to regular helpers only on scheduled working days of their work week.

This agreement will be subject to cancellation on twenty (20) days written notice by either party.

**Section (E) Switching Limits**

The yard limit board West of Beaumont on the Beaumont Subdivision was moved from Mile Post 282.85 to Mile Post 283.05, effective July 14, 1958, with the understanding that the four (4) mile limit contained in Article 10 (c) of the National Agreement covering Switching Limits would remain at Mile Post 282.85.

**Section (F) Moving In/Out Yard**

See Yard Agreement Article 18, Page 297 for moving between Road and Yard as per IGN Agreement.

**Section (G) Extra Switchmen**

Will be operated under Rule 17, Section H as modified.

**Special Agreement #10-- Galveston, Texas  
(Removal Last Assignment of a Yard)**

**Section A**

See Article V of the June 25, 1964 National Agreement in the Common Agreement (C-19, Page 268) which applies here.

**Section B Handling of Switchmen**

- (1) Regular switchmen laying off not later than three (3) hours before starting time of their assignment.
- (2) Regular switchmen reporting for duty after laying off will report not later than three (3) hours before starting time of their assignment.
- (3) Regular switchmen reporting for duty after laying off for more than fifteen (20) consecutive calendar days or from vacation will report not later than three (3) hours before starting time of their assignment.

**Section C Separation of Road and Yard**  
(Modified by Side Letter #2 below)

**Side Letter #2**

Houston Hub Agreement June 11, 1997

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date, and specifically regarding the one former SP yard assignment at Galveston.

It was agreed that former SP trainmen occupying the one former SP Galveston yard assignment will have prior rights to that assignment as long as such assignment remains in effect, and so long as they are able in the normal course of seniority to hold such assignment.

If and when such trainmen vacate said assignment either through a voluntary exercise of seniority or through attrition such prior rights will cease to exist.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

/s/ L. W. Parsons, Sr., UTU  
/s/ R. J. Rossi , UTU  
/s/ C. L. Crawford , UTU

/s/ M. A. Hartman  
General Director- Labor Relations

**Special Agreement #13**  
**Englewood Yard (Houston)**

**Article I. Handling of Switchmen**

**A. Regular Switchmen**

- (1) The regular switchmen's board for Englewood Yard will be marked up at 2:00 AM daily.
- (2) Switchmen wishing to move from one job to another will make request before 12:30 AM for a specific job or jobs by job number in the order of preference and will be marked up in accordance with their seniority, in the following manner.
  - (a) Where seniority will permit the switchman making request to move to be marked up on the first choice job requested, he will not be notified and will be expected to show up for that job.
  - (b) If the switchman making request to move cannot hold the first choice job requested and is marked up on another job requested with the same starting time and on duty location, he will not be notified and will be expected to show up for that job.
  - (c) If the switchman making request to move cannot hold the first choice job requested or another job requested with the same starting time and on duty location, and is marked up on another job requested with a different starting time and/or on duty location, he will be notified, provided he has a telephone and the number is on file with the caller.
  - (d) If the switchman making request to move cannot hold any job requested and is left on the job held, he will be notified provided he has telephone and the number is on file with the caller.

**Note:** Any request to move that is not made for a specific job or jobs by job number in order of preference will be considered an improper request and will not be recognized.

- (3) Switchmen moved to a different starting time or on duty location of job will be notified.
- (4) Under circumstances where a regular switchman is moved to a job, either by choice or in placing of regular man under the five (5) day agreement, where it is not possible to permit the regular man to work the job marked up on because of having worked overtime on a previous shift and not having required time off duty to comply with Hours of Service Act, such regular man will be placed on the first vacancy that he can work and comply with Hours of Service Act.

**Example (a)** Regular switchman works on third shift assignment and has been marked up to work on second shift assignment the following day, but because of working overtime on third shift assignment he would not have required time off to work on second shift assignment. Under these circumstances, the regular switchman will be marked up on first vacancy on third shift assignment and an extra man will be called to fill vacancy thus created on second shift assignment.

- (b) Regular switchman works on second shift assignment and has been marked up to work on first shift assignment following day; but because of working overtime on second shift assignment, he would not have required time off duty to work on first shift assignment. Under these circumstances, the regular switchman will be marked up on first vacancy on second shift assignment and an extra man will be called to fill vacancy thus created on first shift assignment.

Under the examples, if there is no vacancy on third shift of example (a) or second shift or example (b) on which the regular man can work, he will then be permitted to work as provided in Section (H) of the Five Day Work Week Implementing Agreement on his days off if necessary to make up any time lost.

- (5) Switchmen reporting for duty will report not later than three (3) hours before starting time of the job on which marked up. Switchmen laying off will lay off not later than three (3) hours before time of the job on which marked up, except in cases of emergency such as sickness.
- (6) Switchmen reporting for duty after creating a permanent vacancy (more than fifteen (15) consecutive calendar days) or who return from vacation will report prior to 1:30 AM preceding the starting time of the job on which they wish to report.

#### **B. Extra Switchmen**

As per IGN Agreement. Also see Houston Hub, Article V, Page 175.

#### **C. General**

- (1) A regular switchman at Englewood Yard who starts his vacation will be marked off "On Vacation" and will not hold his regular position on the board, and his vacancy on each of his scheduled working days during the vacation period will be considered to be the vacancy left unfilled after all regular switchmen scheduled to work that day have placed themselves and such vacancy left unfilled account of a regular switchman on vacation will be filled on the days of his work week from the extra board in turn.
- (2) Vacation will not constitute a permanent vacancy in application of this agreement.

- (3) It is understood that in the event the members of a yard crew consist entirely of extra switchmen, with no qualified engine foreman among them, the Carrier may fill the foreman position with a qualified foreman who is marked up to perform service on that same shift. The Carrier will not be subject to penalty claims because of doing so.

## **Article II. Car Retarder Operator**

(Labor Relations Officer Terry Olin's and General Chairman Robert Rossi's Special Agreement excludes the importing of this article.)

## **Article III. Crest Yard Engine Assignments, Englewood Yard**

*(All references to Houston Terminal below refers to Englewood Yard)*

When Crest Yard engine assignments are designated by the Superintendent as "air pay" assignments, the following provisions of this agreement will be applicable to them in lieu of the provisions of any agreement with which they conflict:

- (1) Positions of Crest engine foremen and crest helpers used in Zone 5 will be included within the seniority rights of switchmen of the Houston Terminal, and the seniority dates of crews engine foremen and crest helpers will be the same as their seniority dates as switchmen.
- (2) Positions of Crest engine foremen and crest helpers will be subject to the daily mark-up system now in effect in the Houston Terminal, except that before any switchman exercises his seniority on a crest engine foreman's position, he must have demonstrated to the satisfaction of the officer in charge that he is sufficiently familiar with the operation to be eligible for service as a Crest engine foreman. Eligibility for service will be determined fairly and impartially. If decision of the officer in charge is questioned, the case may be appealed to the Superintendent, who will make the final determination of whether or not an applicant is properly qualified as Crest engine foreman. Applicants will qualify on their own time and will be permitted to do so at any reasonable time.
- (3) Through June 1, 1969, disqualification of switchmen who have previously qualified for service as Crest engine foreman will be made by the Superintendent. After June 1, 1969, such disqualification will be made as provided for in the Disqualification of Foreman Rule of the Schedule Agreement.

On or about June 1, 1969, a supplemental seniority list will be issued and the letters CEF will be shown opposite the names of switchmen who are qualified for service as Crest engine foremen. Switchmen who qualify for service as Crest engine foreman after June 1, 1969 will be designated on the annual seniority list.

- (4) Vacancies as Crest engine foreman on Crest yard engine assignments will be filled in the following order:
  - (a) Use a helper on the crew where the vacancy occurs who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise, the junior qualified helper will be used.
  - (b) Use a helper from another Crest yard engine assignment on the same shift who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise, the junior qualified helper will be used. Overtime will be allowed for time worked outside of regular hours of assignment.

- (c) Use the first out, available switchman on the extra board who is qualified for service as Crest engine foreman, and if other extra switchmen are run around, the Carrier will not be penalized. If such an extra switchman is held and used behind his turn, he will be paid any difference in earnings lost for the next rotation of the extra board.
- (d) Use a helper from another crew having the same starting time who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise, the junior qualified helper will be used.
- (e) Use a helper from another crew on the same shift who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise the junior qualified helper will be used. Overtime will be allowed for time worked outside of regular hours of assignment.

**Note:** The Use of Switchmen on Other Than Their Regular Assignment Rule of the Schedule Agreement will not be applicable to a regular switchman who is taken from his regular assignment to fill a vacancy as Crest engine foreman on a Crest yard engine assignment.

- (5) (Labor Relations Officer Terry Olin's and General Chairman Robert Rossi's Special Agreement excludes the importing of this Item (5).)
- (6) The Air Hose Coupling Rule of the Schedule Agreement will apply to switchmen on Crest yard engine assignments, except that they may bleed cars at the Crest that were not sufficiently bled off or that were overlooked by carmen, and this regardless of whether or not carmen are on duty, on hand and available.
- (7) Crest engine foremen on Crest yard engine assignments will use any electronic or non-electronic switching machine, fixed signals, two-way speaker system and radios in connection with the operation of the Crest engine and will receive the car retarder operator's rate. The foreman's work will be confined to the operation of his own crews. In the event a scale retarder system is added to the present Crest operation, he will operate the scale retarder controls.
- (8) As long as there is a Crest engine foreman on duty and under pay, officers, yardmasters, and others properly authorized by the Carrier may operate Crest equipment for training and testing procedures.
- (9) Crest yard engine assignments will go on and off duty in the vicinity of the Crest locker room and adequate facilities will be provided and maintained for the use of crews going on and off duty at that point.
- (10) Reasonable safety rules will be published and enforced governing the operation of the gravity yard.
- (11) When Crest yard engine assignments are not designated by the superintendent as "air pay" assignments, the following provisions will be applicable to them:
  - (a) Items (1), (4), (7), (8), (9), and (10) only of this Article III will continue to apply to them.
  - (b) All applicable rules of the schedule agreement.

# MEMORANDUM OF AGREEMENT

between the

**UNION PACIFIC RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION**

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## ESTABLISHMENT OF HUMP TOWER FOREMAN POSITIONS AT ENGLEWOOD YARD

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To facilitate operations at Englewood Yard and expand work opportunities for Carrier's yardmen, a need exists for foremen assigned and working on the hump at Englewood Yard to perform certain tasks that may not normally be considered as typical duties for a hump foreman. To accomplish these objectives and address matters unique to Englewood Yard, the parties have agreed to establish a new position -- "Hump Tower Foreman" -- at Englewood Yard.

Hump Tower Foreman positions established pursuant to this accord will be governed in relevant part by the terms and conditions set forth herein.

Accordingly, **IT IS AGREED:**

- A. A new position of "Hump Tower Foreman" may be established at Englewood Yard. Such positions, when established, will be governed by relevant provisions of the IGN Collective Bargaining Agreement and the specific provisions of this Agreement.
- B. The establishment and operation of Hump Tower Foreman positions will be governed by the terms and conditions set forth in this Agreement:
  1. Hump Tower Foreman positions may only be established at Englewood Yard.
  2. The on and off duty point for Hump Tower Foreman position(s) will be at Englewood Yard.
  3. A Hump Tower Foreman position(s) will be bulletined in accordance with applicable provisions of the IGN Agreement.



4. Hump Tower Foreman positions established pursuant to this Agreement may, in addition to normal duties of a foreman, perform other work at Englewood Yard. In that regard, Hump Tower Foremen may be required to perform the following:
  - a. Relay instructions of yardmasters to yard crews, operate the hump computer(s), handle controls of power switches, maintain paper on list machine, maintain switch lists and other normal crest operations in the area under their control, and handle/instruct general humping operations at Englewood Yard.  
  
**Note 1:** Hump Tower Foremen may perform the duties outlined above in addition to other duties required of hump assignments at Englewood Yard including, but not limited to, protecting shoves consistent with GCOR rule requirements.  
  
**Note 2:** To ensure the Hump Tower Foreman positions are utilized in a manner consistent with the intent of this accord, the parties agree to review and discuss on a periodic basis, or when requested, the duties required of a Hump Tower Foreman. Such discussions will involve appropriate representatives from Carrier's Operating and Labor Relations Departments and the United Transportation Union.
5. Hump Tower Foreman positions established pursuant to this Agreement will receive the Footboard Yardmaster rate of pay, in addition to an arbitrary allowance of one (1) hour and forty minutes pay at the footboard yardmaster rate of pay.  
  
**Note:** The one (1) hour and forty minute arbitrary payment provided pursuant to this Section 5 is not intended to be paid at the frozen, but rather at the current pro rata rate and will accordingly be subject to applicable general wage and cost of living ("COLA") adjustments.
6. The Carrier will **not** make a Productivity Fund plug due to the assignment of Hump Tower Foreman position(s). Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as a Hump Tower Foreman employee.
7. Members of yard crews may be required to continue to perform the duties enumerated herein that may be done by the Hump Tower Foreman.
8. The qualification of yardmen desiring to apply for position(s) created by this Agreement and the filling of permanent and temporary vacancies of such position(s) will be governed by the vacancy provisions of the schedule agreement.


- C. This Agreement shall not impose restrictions where none currently exist nor will it require the Carrier to establish or maintain Hump Tower Foreman positions as outlined herein.
- D. Except as specifically set forth herein, all other agreement rules, practices, etc. remain in full force and effect and are unaltered by this accord. In the event such rules and practices conflict with these terms, the provisions of this Agreement will prevail.
- E. This Agreement is made to address the unique circumstances at Englewood Yard and is without prejudice to the position(s) of either party and will not serve as a precedent for the resolution or handling of such or similar matters. The terms hereof will not be cited by either party for any reason in any future forum or proceeding.
- F. This Agreement may be canceled by either party by the serving of a thirty (30) day advance written notice. In the event such notice is served, the parties will meet within this thirty (30) day period to investigate issues associated with application and /or termination of this Agreement. The parties will also attempt in good faith to resolve the issues underlying the desired cancellation.

Signed this 1 day of June 2009.

**UNITED TRANSPORTATION UNION:**

**UNION PACIFIC RAILROAD COMPANY:**

  
\_\_\_\_\_  
**L. R. BUMPURS**  
General Chairman, UTU

  
\_\_\_\_\_  
**S. F. BOONE**  
Director - Labor Relations

June 1, 2009  
Side Letter No. 1

Mr. L. R. Bumpurs  
General Chairman, UTU  
400 Randal Way, Ste. 102  
Spring, TX 77388

Dear Sir:

This refers to our discussions concerning the Memorandum of Agreement dated June 1, 2009 establishing Hump Tower Foreman positions at Englewood Yard.

In connection with the above-referenced discussions, it is recognized there may be occasions when a foreman-only assignment may be required to perform the duties of the Hump Tower Foreman. It is further recognized there may also be periods of time when the Hump Tower Foreman is temporarily unavailable during a tour of duty where the foreman-only assignment may be required to handle control of power switches from the tower.

In recognition of the unique circumstances surrounding the assignments in Englewood yard, the parties agree that for each tour of duty worked with a Hump Tower Foreman on duty, the foreman-only assignment will be paid the Hump Trim Foreman rate of pay. This rate of pay shall apply for performing the normal duties of the foreman-only assignment, in addition to the duties of the Hump Tower Foreman (including the handling of switches from the tower), when necessary. For example, the foreman-only assignment may perform the duties of the Hump Tower Foreman who is unavailable on account of taking his meal period.

This understanding is intended to address circumstances unique and specific at Englewood Yard. Accordingly, this understanding will not be applied, or interpreted to apply, to other locations. Moreover, this understanding will not prejudice the position of either party and will not be referred to or cited in any future forum or proceeding.

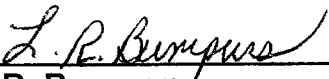
If the foregoing properly and accurately reflects our understanding on this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,



S. F. Boone  
Director - Labor Relations

**AGREED:**

  
\_\_\_\_\_  
**L. R. Bumpurs**  
**General Chairman, UTU**

- (c) The position of Crest engine foreman on Crest yard engine assignments will be filled by any qualified switchman who in the past has been worked as foreman on such assignments, subject to the daily mark up system now in effect in the Houston Terminal. Vacancies as foreman on such assignments will be filled in accordance with Item (4) of this Article III.

**Article IV. Engines or Machines Working Within Confined Areas**

(Labor Relations Officer Terry Olin's and General Chairman Robert Rossi's Special Agreement excludes the importing of this article.

**Article V. Pilots**

As per IGN Agreement.

**Article VI. Filling positions and vacancies on crew of extra yard engine assignments**

All other provisions of Yard work will be governed by the IGN Yard Agreement. Movement between Road and Yard will be governed by the IGN Yard Agreement.

**Article VII. Switching Limits**

- (1) The yard limit board east of Houston on the Beaumont Subdivision was moved from Mile Post 355.33 to Mile Post 354.59, effective 2:00 p.m., January 18, 1954, with the understanding that the four(4) mile limit contained in Article 10 (c) of the 1972 National Agreement covering Switching Limits remained at Mile Post 355.33.
- (2) The yard limit board west of Houston on the Bellaire Subdivision was moved from three poles east of Mile Post 7.00 to Mile Post 9.00, effective 12:01 a.m., September 16, 1952, with the understanding that the four (4) mile limit contained in Article 10 (c) of the 1972 National Agreement covering Switching Limits remained at three poles east of Mile Post 7.00.

**Special Agreement #16 – Lake Charles**

**Article I. Handling of Switchmen**

**A. Regular Switchmen**

- (1) The regular switchmen's board will be marked up at 5:00 AM daily.
- (2) A regular switchman may exercise his seniority to change from one (1) yard engine assignment to another under one of or a combination of the following conditions only:
- (a) After having been marked up on a regular yard engine assignment for not less than ten (10) consecutive calendar days.
  - (b) Upon return to service after having created a permanent vacancy of more than twenty (20) consecutive calendar days.
  - (c) When a permanent vacancy of more than twenty (20) consecutive calendar days occurs.
  - (d) When a new vacancy occurs, such as re-establishment of a yard engine assignment.
  - (e) When displaced as the result of a regular switchman changing from one (1) yard engine assignment to another.

- (3) A regular switchman desiring to exercise his seniority to change from one (1) yard engine assignment to another will make written requesting indicating his work week to the individual handling the switchmen's board not later than 6:00 PM on the day before 5:00 AM daily board marking time with the understanding that if the request is not in writing, it will not be honored.  
**(Call in to CMS supercedes the written notice.)**
- (4) A reasonable effort will be made before 5:00 AM daily board marking time to notify a regular switchman who is displaced as the result of a regular switchman changing from one (1) yard engine assignment to another.

Notification and placement under this Item (4) may be accomplished by telephone, but placement indicating his work week must be made by the affected switchman at the time of notification, otherwise he will not be permitted to assume service upon the yard engine assignment requested nor assume service thereafter until he has placed himself to the individual handling the switchmen's board by 6:00 PM in advance of 5:00 AM daily board marking time on the day he is to take service.

**Example:**

- (a) Switchman 1 displaces Switchman 4 at 6:00 PM, April 1, from a 3:30 PM yard engine assignment, to be effective at 5:00 AM daily board marking time, April 2. The individual handling the switchmen's board notified Switchman 4 by telephone at 9:00 PM, April 1, of this displacement and at that time Switchman 4 places himself indicating his work week onto a 10:30 PM yard engine assignment, to be effective at 5:00 AM daily board marking time, April 2.
  - (b) If Switchman 4 under example (a) fails to place himself indicating his work week at time of notification, 9:00 PM, April 1, he will not be permitted to assume service on April 2, nor on any day thereafter until he has placed himself indicating his work week to the individual handling the switchmen's board by 6:00 PM in advance of 5:00 AM daily board marking time on the day he is to take service.
- (5) A regular switchman laying off will lay off not later than three (3) hours before starting time of his assignment, except in case of extreme emergency.
  - (6) A regular switchman report for duty after laying off will report not later than three (3) hours before starting time of his assignment.
  - (7) A regular switchman who creates a permanent vacancy or a regular switchman who is displaced while laying off for any reason, including vacation, will not be notified and will place himself in accordance with Item (3) above.

**B. Extra Switchmen**

As per IGN Agreement. Also see Houston Hub, Article V, Page 175.

**C. General**

- (1) For the purpose of this agreement, an extra switchmen cannot exercise seniority over a regular switchman and an emergency switchman cannot exercise seniority over an extra switchman, regardless of their ages in service. An emergency switchman is defined as a regular switchman called for service on his assigned days off due to the extra board being exhausted, or a regular switchman doubling on one of his scheduled work days due to the extra board being exhausted and no regular switchman available on his assigned days off.
- (2) The engine foreman's position on any regular yard engine assignment will be filled at starting time by one of the regular switchmen marked up on that assignment, the senior regular switchman having preference.

If all of the regular switchmen on a regular yard engine assignment are laying off, and none of the extra switchmen standing for service on that assignment are qualified to work as engine foreman, the senior qualified switchman working as helper on the same shift making request will be used as engine foreman, and the extra switchman called will work in his place.

The engine foreman's position on an extra yard engine assignment, work train or roadway machine will be filled by the senior switchman on the same shift who has indicated in writing to the individual handling the switchmen's board that he is willing to work as extra engine foreman. If such a switchman refuses a call to work as extra engine foreman, he will not again be called as extra engine foreman until he again makes written request for such service.

It is understood that service performed by regular switchmen under this Item(2) will not be considered as service performed on other than their regular assignment and unless otherwise provided for will be at the pro rata rate.

- (3) A regular switchman who starts his vacation will be marked off "On Vacation" and will not hold his regular position on the board, and his vacancy on each of his scheduled working days during the vacation period will be considered to be the vacancy left unfilled after all regular switchmen scheduled to work that day have placed themselves, and such vacancy left unfilled account of a regular switchman on vacation will be filled on the days of his work week from the extra board in turn. Regular switchmen returning from vacation will exercise seniority prior to recognized board marking time on the first day they are to work after their vacation or will work the available vacancy caused by their vacation.

Vacation will not constitute a permanent vacancy in application of this Agreement

#### **Article II. Rates of Pay**

As per Article II, Page 279 of the IGN Yard Agreement.

### **Special Agreement #20 – New Orleans**

#### **Article I. Transportation**

Carrier will provide transportation in the Yard.

#### **Article II. Cabooses**

Carrier is required by agreement to provide cabooses for transfer movement across river.

**Note:** See Settlement of IGN Claims, February 15, 1995, Page 320

#### **Article III. Five Day Work Week**

Implementing Agreement, Section (E), Item (5) is changed to read:

"When vacancies occur in 'days off' periods, such vacancies shall be bulletined at 12 Noon (except on Saturday, Sunday, and/or legal holidays) for seniority preference for a period of five (5) days by posting bulletin at each on duty location involved and the oldest switchman making application in writing will be assigned at 12 Noon on the fifth (5th) day (except on Saturday, Sunday and/or legal holidays), to be effective at recognized board marking time. Where more than one 'days off' vacancy is listed, switchmen bidding will state their preference. Pending expiration of the bulletin, vacancies on yard assignments as a result of such bulletining will be filled from the extra board. If no applications are

received, the junior extra switchman will be advanced to the status of a regular switchman, will assume the 'days off' period under bulletin, and cannot return to the extra board unless there is a switchman junior to him on the extra board."

**Note:** Rule 17 - Five Day Work Week (E-8) is revised to show specific dates that "days off" will be rebulletined as follows:

"All 'days off' periods shall be open for seniority choice by all regular yardmen twice each year on January 10 and July 10, such reassignment to be made in the same manner as provided for in the original assignments under Section 1(b) 2(b) of the 1972 National Agreement, Document 'A'."

"This rule, applicable at New Orleans Terminal only and as changed above, will remain in effect for a trial period of one (1) year from date, subject to cancellation within sixty (60) days thereafter by ten (10) days' written notice by either party to the other."

#### **Article IV. Handling of Switchmen**

##### **A. Regular Switchmen**

- (1) Switchmen desiring to exercise their seniority on yard assignments must make their desire known to callers before 2:00 AM on the day they desire to make the change and must place themselves for not less than five (5) days on the assignment or assignments of their choice. This does not restrict switchmen from moving in exercise of seniority except as provided herein.
- (2) Switchmen displaced through no fault of their own must place themselves for not less than five (5) days on an assignment or assignments when they are notified they are displaced. Switchmen displaced while laying off will be notified before 2:00 AM mark-up time in order that they may exercise their seniority.
- (3) Switchmen desiring to exercise their seniority from an assignment working on third shift (between 10:30 PM and 7:59 AM) must notify the caller of their intentions and to which assignment or assignments they desire to be placed within one (1) hour after completing their tour of duty, provided they have sufficient rest to protect the assignment under the Hours of Service Act. This constitutes an exception to the 2:00 AM deadline in Item (1) above.
- (4) Switchmen reporting for their assignment or assignments after laying off will report not later than three (3) hours before starting time of the assignment held for that day, except that switchmen who have been off for more than twenty (20) consecutive calendar days or returning from vacation must report before 2:00 AM on the day they desire to return to service.
- (5) Switchmen desiring to lay off will be required to give at least three (3) hours' notice to the caller at Avondale before starting time of their assignment, except on cases of unavoidable cause.
- (6) A regular switchman may revert to the extra board in the exercise of his seniority, to be effective at next recognized board marking time (2:00 AM), but must remain on the extra board not less than thirty (30) days.

A regular switchman who has reverted to the extra board as provided for in the next above paragraph, upon his return to a regular position will not be permitted to again revert to the extra board as provided for in the next above paragraph until after the expiration of thirty (30) days as a regular switchman.

This does not apply to a switchman forced assigned.



**B. Extra Switchmen**

As per IGN Agreement. Also see Houston Hub, Article V, Page 175.

**Special Agreement #26-- Victoria, Texas**

(Abolished by Side Letter #4, Page 181 of Houston Hub Agreement. See Side Letter reproduced below.)

**Houston Hub - Side Letter #4**

June 11, 1997

(Former SP Trainmen Prior Rights)

This refers to the Merger Implementing Agreement entered into this date, and specifically regarding the one former SP yard assignment at Victoria.

It was agreed that former SP trainmen occupying a Victoria yard assignment will have prior rights to that assignment as long as such assignment continues to operate, and so long as they are able in the normal course of seniority to hold such assignment.

When the Victoria yard assignment is converted to a road switcher/zone local (which the parties agreed may be done) subject SP trainmen will retain prior rights to such assignment as stated above.

If and when such trainmen vacate said assignment either through a voluntary exercise of seniority or through attrition such prior rights will cease to exist.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

/s/ L W Parsons, Sr.  
/s/ R J Rossi  
/s/ C L Crawford  
General Chairmen, UTU

Yours truly,  
M. A. Hartman  
General Director - Labor Relations

**Note:** There is no Switching Roster in Zone 4 of Houston Hub.

**\*\* Note :** Pages 299 - 317 are excerpts of the former SP Agreements which were imported into this IGN Agreement by agreement between SP General Chairman Robert Rossi and UP Labor Relations Terry Olin. Any portion not included herein was not agreed to by Mr. Rossi and Mr. Olin and are no longer valid or in effect.

**ARTICLE 19  
INVESTIGATION AND DISCIPLINE**

(a) No yardman will be suspended or discharged without just and sufficient cause. In case such Yardman be taken out of service he will be given a hearing and decision, rendered in writing, in his case, within five (5) days, and if found guilty and verdict of suspension rendered, it shall be for a given length of time, time of suspension to begin from the time the Yardman is relieved from duty. If found not guilty, he shall be paid for all time lost in his class of service.

(b) When a Yardman is brought to trial for any offense, the charges shall be specific, and he shall have the right to have the Chairman of the BRT to assist at such investigation and produce witnesses to testify in his defense, to examine all papers covering the case, and question all persons giving evidence in his case. The Committee to be furnished a copy of investigation and finding of Board.

In case he is not satisfied with result of said investigation he shall have the right of appeal, within five (5) days, to his Superior Officer, in person or through a Committee of the Brotherhood of Railroad Trainmen (BRT). In case his dismissal or suspension is found to be unjust, he shall be reinstated and paid for all time lost.

(c) Yardmen will be allowed to have a representative present, if he so desires, when called upon to give verbal statements to officials. Where responsibility of matters being investigated is undetermined, the employees upon whom the responsibility seems to rest will be allowed to remain during the entire investigation. An official giving evidence will not be allowed to sit on the Board of Inquiry or remain in the room while other witnesses are giving testimony.

**Note:** See Article 53 of Road Agreement, page 159 for amendments to Discipline Rule and Method of Discipline, such as the 10/10/10 Investigation Agreement of October 13, 1994, page 160.

## **ARTICLE 20 WORK TRAIN AND MAINTENANCE WORK**

All construction and maintenance of way work within yard limits will be handled by Yardmen. Crew to consist of foreman and two (2) helpers; if any yard work required, full switching crew to be provided.  
**(Modified by Crew Consist)**

This article not to apply to regular assigned work crew loading or unloading bridge material within yard limits, provided the service is less than eight (8) hours.

Yard Service--A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are reserved and the yard conductor's (foreman's) rate will apply to this service.

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

**ARTICLE 21**  
**ENGINES EQUIPPED WITH FOOT BOARDS, ETC.**  
(Switch Engine Equipment)

(a) All engines assigned to switching service shall be equipped with headlights, footboards and proper grab irons at both ends. Yardmen will not be required to work engines not equipped as above, or engines that blow steam so as to obstruct observation of signals.

(Footboards abolished, See May 5, 1990 Memorandum of Agreement below)

(b) Sand will be removed from running boards and grab irons cleaned on yard engines before they leave round house.

(c) All engines will be equipped with lockers to be placed other than in cab, for accommodations of yard crews' rain coats and lunches.

**Memorandum of Agreement**  
May 5, 1970  
(Footboards Abolished)

**IT IS AGREED:**

That all rules and agreements pertaining to footboards on engines are hereby amended to the extent that platforms with steps shall suffice in lieu of footboards.

Signed at Fort Worth, Texas, this 5th day of May, 1970.

**ARTICLE 22**  
**SENIORITY LISTS**

(a) Employees in yard service shall have access at all times to seniority list, same to be posted in convenient place in office of General Yardmaster. It shall also contain a correct list of all yardmen, and their age in the service. Copy to be furnished Local and General Chairman not later than February 1st of each year.

(b) A bulletin shall be kept in each yard office upon which assigned crews and extra men will be registered.

**ARTICLE 23**  
**WORKING 16 HOURS**  
(No Longer Applicable)

**ARTICLE 24**  
**FURNISHING ICE**

Ice and coolers will be furnished in sufficient quantities to keep water cool, from March 15th to November 15th.

**ARTICLE 25  
RIGHTS IN MORE THAN  
ONE YARD AND TRAIN SERVICE**

(Superceded by Crew Consist Agreements in Road Agreement, Article 34, Page 114)

**ARTICLE 26  
LISTING CARS**

Yardmen will not be required to figure tonnage, or make list of cars switched, other than to and from connecting lines, except cars of stock switched to industries for unloading--nor will they handle waybills under any circumstances.

**ARTICLE 27  
SWITCHING OF CABOOSES  
(Modified by Agreement to abolish Caboooses)**

Yard crews will not do switching with cabooses; when train crews are relieved at terminals, cabooses will be placed on caboose tracks.

**Settlement of Claims  
(Shoving without a Caboose)  
February 15, 1995**

Mr. Larry W. Parsons

This has reference to our various meetings with former General Chairman J. L. Warren and yourself, the last of which was held with you in Omaha on February 14, 1995, wherein we discussed a docket of issues. The following is a list of cases and dispositions agreed upon:

...Docket #69,25,81,82,145 and 183

Claims of various conductors and crews for various dates for an additional day's pay account required to ride the side or end of car in excess of one (1) mile while shoving cabooseless trains...

Following guidelines to be used in disposition of subsequent cases and in the future:

- (a) Crew of conductor and two (2) brakemen -- if indicated on the claim that it was necessary to ride; however, if the individual(s) is not identified, brakemen will be allowed one hour (1'00") at pro rata rate each.
- (b) Crew of conductor and one brakeman -- if indicated on the claim that it was necessary for both to ride, then both will be paid an hour; however, if the individual(s) is not identified, brakeman will be allowed two hours (2'00") at pro rata rate.

Henceforth, whenever an individual working on a cabooseless train is instructed or required to ride the side or rear of cars when shoving in excess of one (1) mile, in a continuous movement from one work location to another, in violation of Section (h) of Arbitration Board No. 419's Award dated August 4, 1984, that individual shall be entitled to a payment of two hours (2'00") at the pro rata rate applicable to the service performed. It being understood that the individual riding the car must be identified along with the person who instructed or required the shove.

This settlement makes no change as provided for in Section (h) of Arbitration Board 419 in that the one (1) mile limitation will not apply when placing and/or removing cars in a siding, spur or yard track exceeding one (1) mile in length nor will it apply in emergency situations....

If the foregoing fairly sets forth the disposition as agreed upon please so signify by signing in the space provided and return one (1) copy to this office in order that adjustments can be made and interested parties notified.

/s/ L. W. Parsons, Sr., UTU

/s/ S. A. Bannister

**ARTICLE 28  
TRAINS MADE UP ON ONE TRACK**

Trains at terminals are to be made up on one track whenever possible.

**ARTICLE 29  
TIME SLIPS**

**Section 1.**

Yardmen will be notified and given reasons when time is not allowed as claimed.

**Section 2.**

Any amount of time omitted in any half of the month will be checked off of time book by timekeeper and person complaining, and paid for the following half, or sooner if requested.

**ARTICLE 30  
WRITTEN OR PERSONAL APPEAL**

Each Yardman will understand that it is his duty and privilege to make a written or personal appeal to his superior officer, either in person or through a Committee of the BRT (now UTU), whenever by promotion, reduction or assignment, he deems an injustice has been done him.

**ARTICLE 31  
LOSING TIME**

Yardmen losing time through no fault of their own will be paid for all time lost. If Yardmen are not worked in their proper turn, they shall be paid a day's pay for each runaround and go to foot of board.

**ARTICLE 32  
PAYING FOR SUPPLIES**

Yardmen will not be required to pay for supplies used in the discharge of their respective duties, except for switch keys, and the charge for them will be \$1.00 each, to be collected at termination of service if employee fails to return articles drawn.

**ARTICLE 33  
TRANSPORTATION**

(No Longer Valid)

**ARTICLE 34  
YARDMEN ON COMMITTEE BUSINESS**

Yardmen on Committee business, when such business has reference to grievances concerning this Company and its Yardmen, will be granted necessary leave of absence and will be furnished with transportation over this Company's lines.

**ARTICLE 35  
REMOVAL OF OBSTRUCTIONS IN YARDS**

**Section A.**

All yards will be kept cleaned and properly drained and clear of any obstruction such as grass, weeds or any material that would endanger life or limb or impede the movement of any Yardmen in the performance of their duties.

**Section B.**

All lead switches will be equipped with switch lights.

**ARTICLE 36  
HELD FOR TIME**

When a Yardman is discharged, or leaves the service of the Railway, he will not be held for his time or service letter to exceed forty-eight (48) hours. Should such employee be held beyond the expiration of forty-eight (48) hours, he will be paid for all time so held, at the rate of eight (8) hours per day, as well as expenses.

**ARTICLE 37  
CONSTRUCTION WORK**

Whenever engines are used in doing construction work on Company property, IGN Yardmen will be assigned to all cases when such work requires main line movement or any new work within yard limits when such engines will at any time occupy or use any part of the previously established yard tracks.

**ARTICLE 38  
YARDMEN NOT REQUIRED TO DO BRAKING**

Yardmen will not be required to do braking or protect runs extending beyond yard limits. (Modified by various National Agreements - refer to Article C-19 in the Common Agreement.)

**ARTICLE 39  
HANDLING OF EXTRA MEN**

Also See Article 27 of Road Agreement, Page 48

**MEMORANDUM OF AGREEMENT**  
July 16, 1969  
(Handling of Yardmen's Extra Boards)

In the handling of Yardmen's extra board at Palestine, Texas, IT IS AGREED:

1. When an extra yardman lays off in advance of being called for service, he will not be permitted to mark up for service until the expiration of sixteen (16) hours.
2. When an extra yardman is permitted to lay off on call or misses a call, he will not be permitted to mark up for service until the expiration of twenty-four (24) hours.
3. This Agreement, signed at St. Louis, Missouri, this 16th day of July, 1969, will become effective July 23, 1969, and may be canceled by either party upon the serving of a fifteen (15) day written notice without following the provisions of the Railway Labor Act.

/s/ R.R. Green, UTU

/s/ O. B. Sayers

**Memorandum of Agreement**  
January 16, 1998  
(Beaumont Extra Board / Lake Charles Extra Board)

This refers to the parties' earlier discussions regarding the location and type of extra boards established pursuant to the terms set forth in the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub ("Merger Agreement"). In this regard, the parties discussed whether changing the type of extra boards at Beaumont, Texas, and Lake Charles, Louisiana, perhaps better fills Carrier's service needs.

Article V provides for establishment of "combination conductor/brakeman/switchman [extra] board" at Beaumont, Texas, ". . . to protect all service, including local, road switcher, yard, work train or Hours of Service relief originating at or in the vicinity of Beaumont, Orange, Amelia and Mauriceville." Article V also provides for establishment of ". . . [one] combination conductor/brakeman/switchman board [at DeQuincy] to protect all service, including local, road switcher, yard, work train or Hours of Service relief originating at or in the vicinity of DeQuincy and Lake Charles." In reviewing Carrier's service requirements in the Beaumont and Lake Charles areas, it appears Carrier's service needs may be better accomplished by establishment of yard extra boards at Beaumont and Lake Charles. Therefore, the parties have agreed to the following:

1. In addition to the present combination road/yard (conductor/brakeman/switchman) extra board at Beaumont, Carrier may establish a guaranteed yard extra board at Beaumont. This board will protect all yard vacancies at Beaumont and Amelia. This Board will be governed by the terms and conditions set forth in the Guaranteed Combination Extra Board Agreement dated October 3, 1996.
2. Carrier may establish a yard guaranteed extra board at Lake Charles to protect yard vacancies at Lake Charles. This Board will be established and governed by the terms and conditions set forth in the Guaranteed Combination Extra Board Agreement dated October 3, 1996. (Page 137)
3. In connection with the above modifications, Article V, Section A, Paragraph 6 of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub is changed to read as follows:

"DeQuincy. One combination conductor/brakeman board to protect all road service, including local, road switcher, work train and/or Hours of Service relief between Amelia, Beaumont and Livonia (Opelousas)/Lafayette."

**Note:** In the application of this Section 3, it is the parties' intent the provisions of Section 8 of the March 15, 1995 Memorandum of Agreement governing interdivisional (I/D) service into/out of Livonia, LA will continue to apply and are not intended to be modified by this Section.

4. (a) This agreement, or any portion thereof, may be canceled by the serving of a thirty (30) day advanced written notice on the other party.
  - (b) In the event notice is served to cancel this accord, either in part or in total, the provisions pertaining to establishment of extra boards set forth in Article V of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub will, absent an agreement providing for alternative arrangements, automatically be placed into effect upon expiration of the notice period.
5. This agreement will become effective ten (10) days from the date this arrangement is signed.

If the foregoing properly reflects the parties' understanding regarding this matter, please so indicated by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Memorandum of Agreement**  
January 28, 1998  
(Settegast Extra Board)

This refers to the parties' discussions regarding the extra boards established pursuant to the terms of the June 11, 1997 UP/SP New York Dock Merger Implementing Agreement for the Houston Hub ("Merger Agreement"). In connection therewith, the parties explored whether adding a yard extra board at Settegast Yard in Houston, Texas, may perhaps better fills Carrier's service needs.

Article V provides for establishment of "one yard extra board which protects all yard vacancies within . . . [Zone 5]." In reviewing Carrier's manpower and service requirements in Zone 5 and, in particular, Settegast Yard, it appears Carrier's service and operations may be enhanced by establishment of a yard extra board at Settegast Yard. In connection therewith, the parties have agreed to the following:

1. In addition to the present Zone 5 extra board, Carrier may establish a guaranteed yard extra board at Settegast Yard. This board will protect yard vacancies at Settegast Yard. This Board will be governed by the terms and conditions set forth in the Guaranteed Combination Extra Board Agreement dated October 3, 1996.
2. The extra board established pursuant to Section 1 above may, in addition to protecting yard vacancies in Settegast Yard, be used to protect other vacancies in Zone 5 in the event the Zone 5 extra board is exhausted. Conversely, the existing Zone 5 extra board may be used to protect Settegast Yard vacancies if the Settegast Yard extra board is exhausted.
3. (a) This agreement, or any portion thereof, may be canceled by the serving of a thirty (30) day advanced written notice on the other party.
- (b) In the event notice is served to cancel this accord, either in part or in total, the provisions pertaining to establishment of extra boards set forth in Article V of the June 11, 1997



UP/SP New York Dock Merger Implementing Agreement for the Houston Hub will, absent an agreement providing for alternative arrangements, automatically be placed into effect upon expiration of the notice period.

If the foregoing properly reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

/s/ L. W. Parsons, Sr., UTU

/s/ A. Terry Olin

**Side Letter #1**  
January 28, 1998  
(Settegast Extra Board)

This has reference to the parties' Letter of Understanding dated January 28, 1998, regarding establishment of a guaranteed yard extra board at Settegast Yard.

This letter will serve to confirm the parties' understanding that vacancies arising on assignments bulletined at Booth Yard, Basin Yard and the Glass Tract will also be protected by this extra board. Accordingly, Section 1 of the January 28, 1998 Letter of Understanding is herein amended to include these locations.

The parties also recognize this extra board will, pursuant to applicable Agreement provisions, protect hostler and hostler helper vacancies in Settegast Yard. In connection therewith, we agree employees assigned to the extra board must become qualified as a hostler. Employees assigned to this extra board will be afforded hostler training by Carrier as soon as practicable following their assignment to the board. The parties also agree yardmen assigned to the Settegast Yard extra board may be used to protect hostler and hostler-helper vacancies in Englewood Yard and other locations in Zone 5 if the Zone 5 yard extra board (Englewood Yard) is exhausted and there are no "fixture" hostlers at Englewood Yard available.

The parties also discussed what employees may be force assigned to hostler and hostler-helper vacancies. This letter will also confirm the parties' understanding regular assigned yardmen will not be force assigned to hostler or hostler-helper vacancies. This will not preclude Carrier from using regular assigned yardmen who voluntarily elect for extra or emergency work to fill these vacancies.

If the foregoing accurately and properly reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office at your earliest opportunity.

/s/ L. W. Parsons, Sr.

/s/ A. Terry Olin

**ARTICLE 40**  
**EXTRA ENGINES REGULAR ASSIGNED**

It is agreed that when an extra crew is ordered for the third eight (8) hour shift after having worked two (2) consecutive eight (8) hour shifts or one eight (8) hour shift in two (2) consecutive twenty-four (24) periods, it will be considered permanent and bulletined.

**ARTICLE 41**  
**SWITCHMEN'S HOUSE**

Switchmen's house will be provided with necessary lockers and will be kept clean; toilets and lavatories will be kept in sanitary condition.

**ARTICLE 42  
PHYSICAL EXAMINATION**

(a) The proper performance of their duties will be considered satisfactory test of physical ability of all Yardmen now in service.

(b) In the qualification of Yardmen for employment, age, except minority, will not be taken into consideration if applicant is physically able and otherwise competent to fill the position.

(c) Yardmen who enter the service, when examined for bodily defects, will be examined in a manner to avoid needless embarrassment to person examined.

(d) Examination fee to be deducted from applicant's wages.

**( See Supplemental Agreements Under Road Agreement, Article 47, Page 151)**

**ARTICLE 43  
RULINGS**

Any ruling made with reference to any of the Articles enumerated herein, by the proper general official of the Company, will be made in writing, and the General Chairman of the BRT (now UTU) Committee will be furnished copy of said ruling, and said ruling shall not be made effective until agreed to between the parties herein mentioned.

The Articles enumerated in this Agreement shall be interpreted according to their most plain and obvious means and will remain in effect until amended or revised, of which intention thirty (30) days' written notice will be given by either party.

Laredo Interchange  
**Memorandum of Agreement  
December 8, 1950**

(Modified by Memorandum Agreement of November 4, 1971)

**RECITALS**

- (1) The carriers contemplate entering into an agreement with respect to the delivery or receipt of export and import traffic of the carriers to and from the National Railways of Mexico at Laredo, Texas.
- (2) Designation of tracks of the Tex-Mex and the IGN which will be used to accommodate said carriers in effecting the delivery or receipt of export and import traffic of the carriers with the National Railways of Mexico are described as follows:
  - (A) Four certain Tex-Mex tracks, Nos. 1 to 4, and certain crossover tracks and connecting tracks appurtenant thereto and pursuant to this Agreement, said tracks being intermediate, on the south, a point on and near the middle of the International Bridge which is the U.S.-Mexican Boundary Line and, on the north, the south line of Farragut Street. Also, the so-called Mexico House Track, Leon San Spur--Tracks 1 and 2--and Zachry Spur, leading from the Mexico House Track.
  - (B) That section of Missouri Pacific Railroad's so-called Depot Tracks Nos. 1 (to include East House Track), 2, 3, and the Old House Track, which is adjacent to and parallel to

Depot Track No. 3 will hereinafter be referred to as Missouri Pacific Railroad's freight forwarding tracks.

- (C) That section of the Missouri Pacific Railroad's lower yard track Nos. 3, 4, 5, and 6 will hereinafter be referred to as the Missouri Pacific Railroad's receiving tracks. It is understood that, in delivering cars to these tracks, Track No. 6 will first be filled to capacity as near as practicable, then Tracks 5, 4 and 3 in that order.

**Note:** It is agreed that hold, bonded, and bad order cars may be placed on the south lead and Track No. 6 and subsequently removed by the Texas Mexican Railway during their hours of making interchange.

**IT IS AGREED:**

**Section 1.**

Tex-Mex yard crews will perform the service as hereinafter described between the hours of 12:00 midnight and 2:00 p.m. IGN yard crews will perform the service as hereinafter described between the hours of 2:00 p.m. and 12:00 midnight.

- (A) The transportation over the Tex-Mex Tracks, described in 2(A) of Recitals, to tracks of the National Railways of Mexico located on the International Bridge at and south of the U. S. Mexican Boundary Line of all cars brought to and placed on Tex-Mex Tracks, described in 2(A) of Recitals, for interchange from Tex-Mex Company to said National Railways of Mexico.
- (B) The transportation from IGN Freight Forwarding Tracks and thence over the Tex-Mex Tracks, described in 2(A) of Recitals, of freight cars to National Railways Tracks for interchange from IGN to National Railways.
- (C) The transportation from National Railways Tracks onto the Tex-Mex Tracks, described in 2(A) of Recitals of freight train cars for interchange from National Railways (1) to Tex-Mex Company and (2) to IGN, and the switching and separation of said cars on Tex-Mex Tracks, described in 2(A) of Recitals, into the following separate groups or cuts, namely:
- (a) Cars for delivery to IGN or IGN Freight Receiving Tracks,
  - (b) Cars for delivery to Tex-Mex Company at some suitable location on Tex-Mex Tracks, described in 2(A) of Recitals,
  - (c) Cars of both IGN Company and Tex-Mex Company for delivery to South Section of IGN Fumigation Tracks, and
  - (d) Cars where the party to whom delivery is to be made unknown, which shall be placed at a suitable location on Tex-Mex Tracks, described in 2(A) of Recitals, until party to whom delivery is to be made is determined.
- (D) The transportation of the cars referred to in (C) next above, following their separation as in said (C) provided shall be as follows:
- (1) Cars for delivery to IGN shall be placed on IGN Freight Receiving Tracks.
  - (2) Cars for delivery to Tex-Mex Company shall be placed on Tex-Mex Tracks, described in 2(A) of Recitals.
  - (3) Cars for delivery to U. S. Fumigation Plant shall be placed on South Section of IGN Fumigation Tracks, and when fumigation is completed and cars released shall be

## **REMOTE CONTROL AGREEMENT**

THIS AGREEMENT, made this 20th day of August, 2002, by and between each of the carriers listed in Exhibit A, attached hereto and made a part hereof, and the employees of such carriers shown thereon and represented by the United Transportation Union, regarding each such carrier's implementation and utilization of remote control technology for assignments including, but not limited to, yard engines, road switchers, locals and other comparable assignments, witnesseth:

### **Section 1 - Protection**

Protection shall be provided to covered employees in connection with implementation of this Agreement as provided in Attachment A hereto.

### **Section 2 - Compensation**

Effective January 1, 2002, each employee covered by this Agreement assigned to a Remote Control Operator-qualified ("RCO") position and operating Remote Control Locomotive ("RCL") equipment will be paid a special allowance per tour of duty in the amount equal to forty-six minutes at the straight time hourly rate of the applicable position in addition to all other earnings. In no event will there be more than one such payment to an employee per tour of duty.

### **Section 3 - Training/Certification**

- A. For each location where remote control equipment is implemented, the Carrier will provide training so that all ground service employees will be qualified to use remote control equipment. Carrier training programs shall be conducted frequently enough to ensure that employees will be able, without unreasonable delay, to freely exercise seniority to and from RCO assignments. Yardmasters supervising remote control operations will be trained to become familiar with procedures governing remote control operations.

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- B. As a sufficient number of RCO-qualified UTU-represented employees are trained, they may be used to train ground service employees during the on-the-job portion of the training, with the selection of UTU-represented RCO trainers to be a joint effort between UTU and Carrier. Certification remains a responsibility of management.

#### **Section 4 - Bidding/Protection of Positions**

- A. RCL assignments shall be advertised in the usual manner at the implementing location.
- B. If insufficient bids are received for the RCO positions involved (including relief), employees shall be force assigned in the usual manner at the implementing location.
- C. Each employee bidding or assigned to an RCO position shall complete the Carrier's RCO training program and shall be held on such position until such time as sufficient qualified employees are available at the location to protect such position.

#### **Section 5 - Overview Committee**

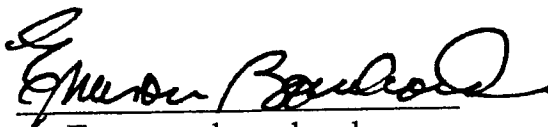
- A. A local overview committee consisting of two (2) UTU and various Carrier representatives will meet at mutually agreeable times and locations to discuss and resolve issues and problems associated with the implementation of remote control technology. The UTU representatives shall be selected by the organization.
- B. Regular meetings will occur during the first one-hundred twenty (120) days of operation and on an "as needed" basis thereafter. During such 120-day period, the UTU representatives shall be made whole for lost time, if any, due to attending committee meetings.

- C. The UTU Local Chairmen may participate in the training program as observers for purposes of becoming familiar with and explaining the use of remote control technology to prospective trainees and interested employees.

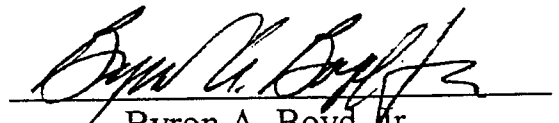
SIGNED AT WASHINGTON, D.C. THIS 20th DAY OF AUGUST, 2002.

FOR THE CARRIERS:

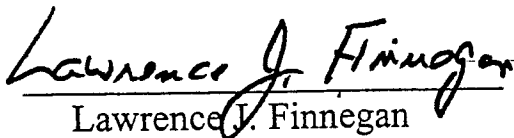
FOR THE EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION:



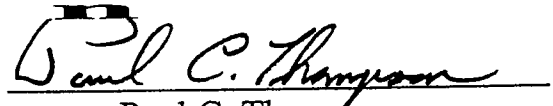
Emerson Kouchard  
Kansas City Southern



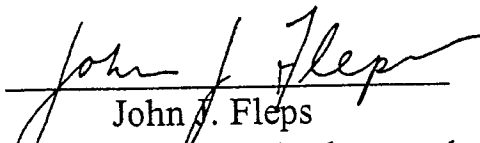
Byron A. Boyd, Jr.  
President



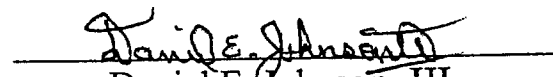
Lawrence J. Finnegan  
Consolidated Rail Corporation



Paul C. Thompson  
Assistant President



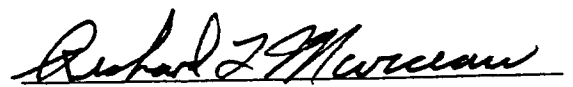
John J. Fleps  
The Burlington Northern and  
Santa Fe Railway Company



Daniel E. Johnson, III  
General Secretary and Treasurer



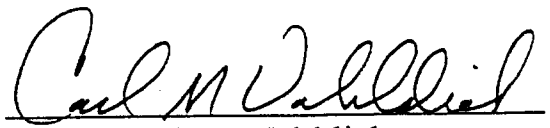
Mark R. MacMahon  
Norfolk Southern Railway Co.



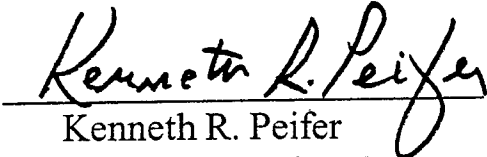
Richard L. Marceau  
Vice President



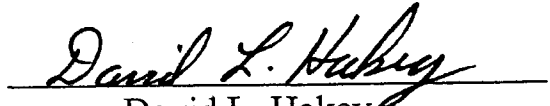
John J. Marchant  
Union Pacific Railroad



Carl M. Vahldick  
Vice President



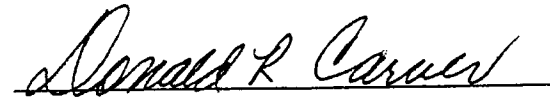
Kenneth R. Peifer  
CSX Transportation, Inc.



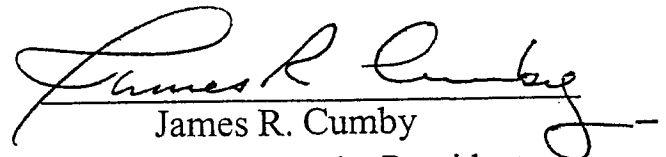
David L. Hakey  
Vice President



Arthur Martin, III  
Vice President



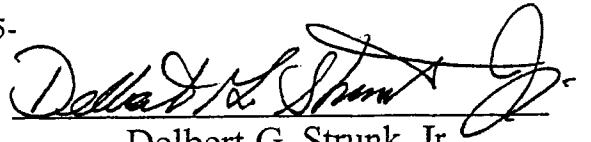
Donald R. Carver  
Asst. to the President-Yardmasters



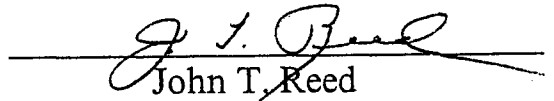
James R. Cumby  
Alternate Asst. to the President-  
Yardmasters



David B. Snyder  
General Chairperson, BNSF



Delbert G. Strunk, Jr.  
General Chairperson, NS



John T. Reed  
General Chairperson, CSXT



**LABOR PROTECTION**

1. A protected class of employees shall be established to include those employees in train service (and engine service where UTU holds the contract) as of the effective date of this Agreement. Employees on the effective date of this Agreement who are (i) furloughed and subsequently recalled, (ii) out of service due to carrier disciplinary action and subsequently reinstated to service with seniority unimpaired, or (iii) in yardmaster or engine service (where UTU does not hold the contract ), and hold train service seniority, and subsequently exercise such seniority, will be included in the protected class.
2. The period that any member of the protected class may be eligible for protection as provided herein shall be six (6) years from the first date on which an RCL assignment is established in his location.
3. At any location where an RCL assignment is established, the senior protected employee who cannot hold a position through the normal exercise of seniority will qualify to hold a remote control protection ("RCP") slot as provided for below. The normal exercise of seniority to another location shall not reduce the number of RCP slots. If a question develops as to which employee is the appropriate occupant of the RCP slot, the General Chairman and designated carrier representative will determine which employee will occupy such slot.
4. Upon establishment of an RCL assignment, a RCP slot shall be created at that location on a one-for-one basis, i.e., one slot for each such assignment.

5. Any RCP slots shall be reduced on a one-for-one basis by any of the following:
  - A. A buy-out accepted by a train or engine service employee (in service on the effective date of this Agreement) on that seniority district after the effective date of this Agreement;
  - B. The abolishment of an RCL assignment at that location; or
  - C. The establishment of any RCL reserve board position, etc. for train or engine service employees at that location.

Note: See attached Side Letter

6. An employee holding a protected slot shall be paid at the yard helper rate based on 5 days per week, provided however, that when his last regular assignment was as a yard foreman, the yard foreman rate shall apply.
7. There shall be no pyramiding of any protective benefits, but the employee shall be paid the higher level of protection.
8. This Agreement does not change any existing rights or obligations employees have under existing protective arrangements.

August 20, 2002

Mr. Byron A. Boyd, Jr.  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, OH 44107

Dear Mr. Boyd:

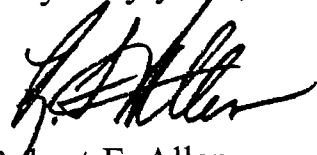
This is in reference to the Agreement dated August 20, 2002 between certain carriers and the United Transportation Union concerning implementation of remote control technology.

Appendix A, Labor Protection, of that Agreement provides in pertinent part for the reduction of Remote Control Protection ("RCP") slots created thereunder on a one-for-one basis for (i) a buy-out accepted by a train or engine service employee (in service on the effective date of the Agreement) on an affected seniority district, or (ii) the establishment of a Remote Control Locomotive ("RCL") reserve board position, etc. for train or engine service employees at the affected location.

This will confirm our mutual agreement as to the manner in which such provisions will be applied. If RCL buy outs are offered on an affected seniority district, the Carrier may offer up to one-half of the total buy outs to engine service employees. Any such buy outs shall be offered in seniority order to affected employees. The same arrangements would apply to establishment of RCL reserve board positions at the affected location.

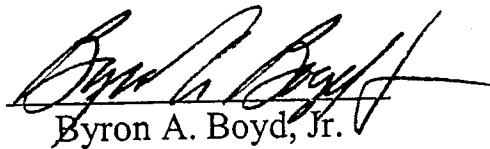
Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. F. Allen", written in a cursive style.

Robert F. Allen

I agree:

A handwritten signature in black ink, appearing to read "Byron A. Boyd, Jr.", written in a cursive style.  
Byron A. Boyd, Jr.

August 20,2002

Mr. Byron A. Boyd, Jr.  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, OH 44107

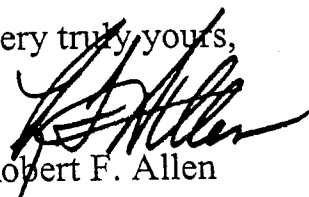
Dear Mr. Boyd:

This is in reference to the Agreement dated August 20,2002 concerning implementation of remote control technology (Agreement).

This will confirm our understanding that where applicable rules unduly restrict implementation of the objectives of Section 4 of the Agreement at a location, the parties commit to developing a process that will temporarily amend such rules to permit the effective and expeditious implementation of remote control technology. The parties understand the process is intended to facilitate implementation of such technology at the location, and not to permanently modify existing rules.


Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,



Robert F. Allen

I agree:



Byron A. Boyd, Jr.

August 20,2002

Mr. Byron A. Boyd, Jr.  
President  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, OH 44107

Dear Mr. Boyd:

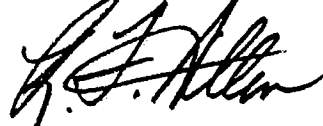
This is in reference to the Agreement dated August 20,2002 concerning implementation of remote control technology (Agreement).

This will confirm our understanding that any of the carriers listed in the attachment to this Letter may elect to become a party to the Agreement as provided herein.

1. Such election shall be made by written notice served on the appropriate organization representative(s). Such notice may be served at any time within the ninety (90) day period following the date of the Agreement and will become effective fifteen (15) days after the date of service.
2. If a dispute arises between the carrier and any labor organization affecting implementation of remote control technology pursuant to Paragraph 1 of this Letter, such dispute shall be resolved directly by such parties in accordance with applicable law.

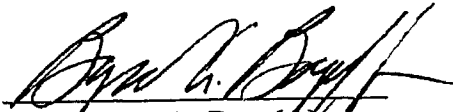
Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. F. Allen". The signature is fluid and cursive.

Robert F. Allen

I agree:

A handwritten signature in black ink, appearing to read "Byron A. Boyd, Sr.". The signature is fluid and cursive.

Byron A. Boyd, Sr.

ATTACHMENT

Alameda Belt Line  
Alton & Southern Ry.  
Bessemer and Lake Erie Railroad  
Central California Traction Co.  
Duluth, Missabe and Iron Range Ry. Co.  
Elgin, Joliet and Eastern Ry. Co.  
Longview Switching Co.  
Los Angeles Junction Ry. Co.  
Manufacturers Ry. Co.  
Norfolk & Portsmouth Belt Line R.R. Co.  
Oakland Terminal Ry.  
Port Terminal Railroad Association  
The Texas Mexican Ry. Co.\*  
Terminal Railroad Association of St. Louis  
Portland Terminal R.R. Co.  
Winston-Salem Southbound Ry. Co.  
Wichita Union Terminal Ry. Co.

\* UTU's representation of employees on this carrier terminated effective July 15,2002



**EXHIBIT A**

The Burlington Northern and Santa Fe Railway Company

Consolidated Rail Corporation

CSX Transportation, Inc.

The Baltimore and Ohio Chicago Terminal R.R. Co.

CSXT Northern (former Conrail)

Gainesville Midland R.R. Co.

Western Railway of Alabama

Kansas City Southern

Norfolk Southern Railway Company

The Alabama Great Southern R.R. Co.

Atlantic and East Caroline Ry. Co.

Central of Georgia R.R. Co.

The Cinn. N.O. and Tex. Pac. Ry. Co.

Georgia Sou. and Florida Ry. Co.

Tenn. Ala. and Georgia Ry. Co.

The Tennessee Railway Co.

Union Pacific Railroad

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



October 11, 2004  
File No. 2000.20

Mr. L. R. Bumpurs  
General Chairman - UTU  
400 Randal Way, Suite 102  
Spring, TX 77388

Dear Sir:

This refers to our October 11, 2004, conference wherein we discussed recommendations of Livonia's Overview Committee for completing an efficient RCL implementation at this location.

In connection therewith, terms and conditions were mutually agreed upon as follows:

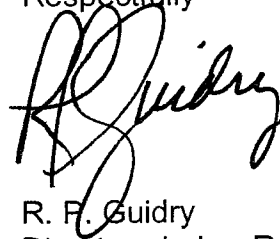
1. Train service employees (brakemen) assigned to and/or working any hump and/or trim assignment in Livonia, Louisiana may, consistent with the Carrier's Operating Rules, assist and work interchangeably with any other hump and/or trim assignment to produce a safe and efficient RCL switching operation. Examples of assisting other assignments are, but not limited to, operation of the Hump computer and paperwork in connection therewith, safely prompt the movement of other hump and/or trim assignments by providing requisite shove or pullback protection, etc.
2. While this agreement is in effect, train service employees (brakemen) working a hump or trim assignment in Livonia will be allowed the Utility Position rate of pay as outlined in the October 3, 1996 Crew Consist Agreement retroactive to September 27, 2004.
3. The terms and conditions of this Agreement are intended to address and/or apply to specific circumstances at Livonia, Louisiana. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc.
4. **This agreement shall remain in effect until 11:59 p.m., December 15, 2004, which at that time and date this**

3

**agreement, its terms, conditions and related practices (if contrary to controlling labor agreements) will be cancelled and discontinued.** Moreover, this agreement will not prejudice the position of either party and will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

If this accurately reflects the terms and conditions of our agreement please indicate by signing in the space provided.

Respectfully



R. F. Guidry  
Director - Labor Relations

Agreed:



L. R. Bumpurs  
General Chairman - UTU

. cc Olin, Weed  
Quinley, Whatley, Benke  
Kenny, Stephens

328-A

transported to the tracks, referred to in (1) or (2) of this (D), of the party to whose line the car or cars is or are destined at Laredo, Texas.

In the event southern access to the South Section of IGN Fumigation Tracks is obstructed, yard crews shall have the right temporarily to operate to and from the South Section of IGN Fumigation Plant via IGN Lower Yard Track No. 5 (comprising part of IGN Freight Receiving Tracks) and via the North Section of IGN Fumigation Tracks until such obstruction is removed.

- (4) When it shall have been determined to what party any car or cars referred to in (d) or (C) of this Section is or are to be delivered, said car or cars shall be transported to the tracks, referred to in (1) or (2) of this (D), of the party to whose line the car or cars is or are destined at Laredo, Texas.
- (E) The transportation of passenger train cars from or to National Railways Tracks over Tex-Mex Tracks described in 2(A) of the Recitals and/or any tracks in International-Great Northern Railroad Company (IGN) covered by this agreement.

**Section 2.**

Yard and engine men of the respective carriers deprived of service in violation of this agreement will be paid for time lost.

**Section 3.**

It is agreed that the Tex-Mex and the IGN will each maintain three yard crews in each twenty-four (24) hour period, six (6) days per week, for a period of four (4) years from the effective date of this agreement.

**Section 4.**

The employees of the Tex-Mex covered by this agreement will be afforded the protection as set forth in conditions 4 to 9, inclusive, in Oklahoma Railway Company, Trustees Abandonment, 275 I.C.C. 177, (197-201). This is without prejudice to the position of either party as to the proper application of the conditions set forth in Oklahoma Railway Company, Trustees Abandonment, 257 I.C.C. 177, (197-201).

**Section 5.**

This agreement is without prejudice to the position of either party as to the proper application of the rules governing starting time on the Texas-Mexican Railway.

**Section 6.**

This agreement shall become effective on the date the joint operations as referred to in the opening section of this agreement are commenced and will remain in effect until changed or cancelled in accordance with the provision of the Railway Labor Act, as amended.

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