

# AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY



And

Employees Thereof Represented By The

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES/IBT



Effective JANUARY 1, 2011

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## SCOPE

These rules govern the hours of service and working conditions of all employees herein named in the Maintenance of Way Department and sub-departments thereof (not including supervisory forces above the rank of foreman) as follows, in order of classification hierarchy, with the highest ranked position listed first:

### Bridge and Building Sub-Department

- Bridge and Building Foremen
- Assistant Bridge and Building Foremen
- Bridgemen Welders
- Bridgemen (including Painters and Scale Carpenters)
- Bridgemen Helpers
- Bridge Tender Foremen
- Bridge Tender

### Hoisting Engineer Sub-Department (40 ton + locomotive cranes)

- Hoisting Engineers
- Assistant Hoisting Engineers

### Work Equipment Mechanic Sub-Department

- Work Equipment Foremen
- Work Equipment Mechanics
- Work Equipment Trainees
- Work Equipment Helpers

### Water Service Sub-Department

- Water Service Foremen
- Assistant Water Service Foremen
- Water Service Repairmen
- Water Service Helpers

### Track Sub-Department

- Foremen
- Assistant Foremen
- Truck Operator
- Trackmen
- Highway Crossing Watchmen

### Roadway Equipment Sub-Department

- \*Roadway Machine Operators
- \*Roadway Machine Helpers

\*Note: Does not include operators and helpers on heavy equipment on Eastern and Western Districts except when assigned to system bridge gangs.

Welding Sub-Department  
Welders  
Welder Helpers

Heavy Truck Sub-Department  
Truck Operator (6 ton plus)

Crane Sub-Department – Illinois Division  
Crane Engineer  
District Truck Drivers  
This sub-department is restricted to the Illinois Seniority Division.

Note: It is understood and agreed that this Agreement does not annul existing agreements in effect with other organizations.

### **SENIORITY DATUM:**

Rule 1. (a) Seniority of a newly-hired employee will start on the date and time the individual begins compensated service in the class in which employed. Seniority dates established pursuant to this Rule will apply to all lower ranks of the same sub-department, except as otherwise provided.

(b) Except as otherwise provided, employees promoted to a position of a higher rank or transferring to another sub-department will not establish a seniority date until assigned to a bulletined vacancy as provided in Rule 20 of this Agreement and performs compensated service on the position to which promoted or transferred. An employee's seniority date will be the effective date of the assignment bulletin. The seniority date established pursuant to the provisions of this paragraph will apply to all lower ranks of the same sub-department.

(c) Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service with the railroad.

(d) The seniority of any employee hired after October 17, 1986, and who is furloughed for 365 consecutive days will be terminated if such employee has less than three years of seniority.

Note: The 365 consecutive days will exclude any period during which a furloughed employee receives compensation pursuant to a Surface Transportation Board employee protection order or an employee protection agreement or arrangement.

(e) Subject to Union Pacific's legal obligations, preference will be given to its Maintenance of Way employees who have been furloughed and who apply for employment during such period of furlough and prior to termination of seniority at any location on Union

Pacific, provided that such furloughed employees are able to meet the physical and other reemployment requirements of the railroad.

In order to be entitled to this preference, employees must maintain an application at a location designated by the Carrier and keep their current address on record at such location. Failure to comply with these requirements will constitute relinquishment of this right.

- (f) (1) Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.
- (2) An employee who has been accepted for employment in accordance with Section (f) (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 there from unless the information involved was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

(g) When a seniority date is common among employees of different rosters, the relative ranking of such employees on the roster will be determined by:

- (1) Giving preference to the employee with the greatest length of service in the sub department; or
- (2) Giving preference to the employee with the greatest length of service in the Maintenance of Way Department; or
- (3) If not so resolved, the last 4 digits of their social security number will determine the relative ranking of employees, with preference being given to the employee with the lower number.

## **SENIORITY RIGHTS**

Rule 2. (a) Except as otherwise provided in these rules, seniority rights of employees to new positions or vacancies, or in the exercise of their seniority, will be confined to the seniority division or district as they are constituted on the effective date of this Agreement.

(b) Except as otherwise provided in this Agreement, an employee may establish and retain seniority in all sub-departments covered under this Agreement. Employees may establish seniority in any sub-department and may move from one sub-department to another without loss of seniority. Employees may bid to any classification within any sub-department.

(c) When a vacancy occurs in a gang, the Carrier may fill such vacancy by offering the vacant position, in seniority order, to other employees in the gang holding



seniority in the classification who are working in a lower rated position. In the event no such employee is available, the Carrier may assign such employees holding seniority in that classification working on the division where the gang is currently assigned that are immediately available (regardless of whether the gang was bulletined as division, zone or system), with immediate notification to the junior cut-off employee (with confirmation to the General Chairman), who will be permitted to go to the job under the existing rules.

(d) Should the Carrier either change the existing headquarters of a headquarterd gang or change the status of a gang to or from either headquarterd or on line, employees assigned to the gang will have the privilege of exercising seniority in accordance with the provisions of this rule.

(e) Employees entitled to exercise seniority rights over junior regular assigned employees must designate exercise of such rights within twenty (20) calendar days following their displacement, or their return to service from leaves of absence or vacation, except an employee who becomes physically disabled during the twenty (20) calendar day period specified herein will be allowed such additional days to exercise such rights as remained in the twenty (20) calendar day period at the time he became disabled. This extension of time in which to exercise displacement rights will be determined from a certificate of a reputable doctor (a Hospital Association staff doctor, if the Carrier so directs), which certificate will indicate the date the disability began and date of recovery sufficient to resume work and providing the disability was continuous during the interim. Otherwise, employees who fail to exercise displacement rights within the twenty (20) calendar days specified herein, will forfeit their right to displace a regular assigned employee and will take their place on the furloughed list and will be subject to assignment to bulletined positions in line with their seniority.

(f) In the exercise of displacement rights, an employee may displace any junior employee holding a position, vacancy or working extra in which the displacing employee holds seniority rights and is qualified. Employees who retain seniority in a higher classification under this rule and who are occupying a position in a lower classification within that sub-department will be subject to assignment by bulletin per Rule 20 to positions in higher classifications available in line with their seniority, and failing to respond to notice of assignment within seven (7) calendar days will forfeit seniority in the higher classification and may not re-establish such seniority for a period of one (1) year.

The following provisions are applicable for employees working extra:

- (1) When a displaced employee (still in their displacement period) accepts or displaces to an extra work assignment, his displacement period ends and he will remain on the extra position until it ends, the vacancy for which the extra position was created ends, he is displaced or he is assigned to a permanent position.
- (2) When a displaced employee's extra work assignment ends or he is displaced, he will have ten (10) calendar days from the date released to exercise any seniority rights.

(3) An employee in furloughed status cannot displace an employee working an extra position.

(4) An employee called in from furlough to work an extra position does not receive any displacement rights as a result of working that position.

(g) A furloughed employee is one who is unable to hold a regular assignment in any classification. Working extra is not considered a regular assignment. In order to avoid any forfeiture of seniority, employees must have on file at all times a current address with the Director of Non-Ops Personnel Services. In conjunction with the seniority information letter transmitted to each employee retaining seniority on rosters subject to this Agreement, such employees will be asked to advise of any changes in their current mailing address. Advice of any change in address must be transmitted via U.S. mail within ten (10) days of the change to the Director of Non-Ops Personnel Services with copy to the General Chairman. All notices of recall will be transmitted to the last address on record. Employees failing to respond to recall letters transmitted via certified mail to the last address on record will forfeit all seniority in accordance with the forfeiture provisions of this Agreement. Failure to return to service within seven (7) calendar days after recall for a regular assignment, except in cases of physical disability when extension of time will be granted as provided in paragraph (e) of this rule, after being notified (by mail at last address on file) will forfeit all seniority. Extension of seniority rights under this rule will expire unless returned to active service within three (3) years after last furloughed.

(h) Furloughed employees who do not desire temporary employment may waive requirements to respond for such temporary employment by filing written notice with Carrier Officials authorized to issue bulletins. However, they may after an elapse of thirty (30) days after such waiver countermand this waiver with another letter stating they desire to be called for extra or temporary work. Employees who do not waive right to extra work or who countermand such waiver must report when called or forfeit seniority in the class for which called.

(i) The waiver of right to work as prescribed in paragraph (h) may be canceled by the employing officer when there is an actual need for the services of the employee. The employee will be given seven (7) calendar days advance notice of the cancellation of the waiver.

(j) New employees will not be permitted to exercise seniority outside of the service in which they commenced service (district, zone or system) until they have completed twelve (12) months of service. If an employee is unable to hold a position in his respective service, the employee may exercise seniority subject to recall and during such period may make application for positions in other services. New employees may bid for positions and shall obtain a seniority date in any classification in which a junior employee obtained seniority through advertisement and assignment if the new employee was unable to be assigned to the position due to the restrictions of this section. Employees shall receive the same seniority date as that received by the junior employee and shall be ranked immediately ahead of that junior employee on the applicable classification roster. Upon initially occupying a position acquired through the application of this Rule, should an employee fail to qualify for the position, he will forfeit seniority in that classification.

- (j) (1) Employees who accept transfer into another craft will retain their seniority rights under this Collective Bargaining Agreement until their probationary period in the new craft is completed. Once an employee has completed the probationary period, such employee will forfeit any and all seniority rights under this Collective Bargaining Agreement.
- (2) An employee who elects to return to a position covered by this Collective Bargaining Agreement prior to the completion of the probationary period must give the Carrier and the General Chairman five (5) calendar day's advance written notice before returning. The returning employee will do so in accordance with the provisions of Rule 13(f) Leave of Absence of this Collective Bargaining Agreement.

### **SYSTEM GANGS**

Rule 3. (a) The Carrier may establish such number of system gangs of the type listed below, as it deems necessary. Such gangs may work over the entire territory coming within the jurisdiction of this Collective Bargaining Agreement.

Steel Gang Work  
Switch Gang Work  
Tie and Ballast Gang Work  
Surfacing and Lining Gang Work  
Pick Up and Distribution Gang Work  
Curve Gang Work  
Welding/Glue Gang Work  
Rail and Concrete Tie Gang Work  
New Construction Gang Work  
Brandt Power Unit  
Tie Tracker Unloading Machine  
BUC Undercutter  
Ballast Vacuum Excavator  
Crawler Hoe Excavator  
Harsco G-043 Undercutter  
Holland, Chemtron & Plasser welding machines  
Crossing, gauging, pad replacement, clip and insulator replacement and out-of-face work

(b) (1) Assignment to positions in gangs established under this Rule will be made pursuant to Rule 19 from lists created by dovetailing the appropriate Division or District seniority rosters in the Track, Welding, Roadway Equipment and Work Equipment Mechanic Sub-departments into bid and displacements lists for positions within those sub-departments.

(2) Displacements will be handled in a like manner.

(3) There will be no rosters maintained exclusively for assignment to gangs established under this Rule for the sub-departments listed in (1) above. When assigned to a position in a seniority classification for the first time under this Rule, an employee will establish seniority on the applicable roster on his home seniority division or district, as appropriate.

(c) It is understood the foreman is the highest-ranking employee on the system gang and all others report to him.

(d) Positions established under this Rule will have assigned headquarters of "on line." Employees assigned to such positions who reside more than fifty (50) highway miles from their daily assigned work location will receive allowances as set forth in Rule 36(b). All employees assigned to positions under this Rule will receive allowances as set forth in Rule 37.

(e) (1) Employees working on a system position for a period of six (6) months or more as specified hereinafter, will receive one dollar (\$1.00) for each hour they received straight time compensation during the entire six-month period and beyond as applicable. This one dollar (\$1.00) allowance is not subject to future general wage increases or cost of living allowances unless agreed to otherwise.

(2) Employees' time under (1) of this section will be bridged from one position to another if;

(i) such employees continue to fill a system position,

(ii) such employees do not apply for and accept assignment to a bulletined position of a lower rate of pay than that vacated; and

(iii) such employees do not apply for and accept assignment on another gang for a bulletined position of the same rate of pay as that vacated.

(3) Employees assigned to a system position who are displaced by senior employees or as a result of their position being abolished may:

(i) elect to receive one dollar (\$1.00) for each hour they received straight time compensation during the period they satisfied the eligibility requirements of this section even though the period involved may be less than six (6) months; or

(ii) exercise seniority pursuant to this Collective Bargaining Agreement to a system position and all time of the former position and the new position will be bridged for purposes of receiving payment under this section.

These two (2) options relate to the application of this section and do not eliminate other privileges of displaced employees relative to the exercise of seniority to their home road(s) provided under the terms of the Collective Bargaining Agreement.

(4) Payment for a qualifying six-month period will be made within sixty (60) days of the end of that period. Payment for any time during which an employee continues to satisfy the eligibility requirements of this section following and continuous with a qualifying six-month period will be made semi-monthly with the issuance of the employee's regular pay vouchers. Employees electing to receive payment under (3)(i) will be required to make written application to:

Senior Manager NPS  
Union Pacific Railroad Company  
1400 Douglas Street, STOP 1755  
Omaha, Nebraska 68179

Applications, which will be supplied by the Carrier, must specify the beginning and ending dates of the period for which payment is requested. Payments under (3)(i) will be made within sixty (60) days of the date the employee makes written application.

### **ZONE GANGS**

Rule 4. (a) The Carrier may establish such number of zone gangs as it deems necessary without restriction on what type of positions may be bulletined to work throughout the zone.

(b) Zones, as described in the maps contained in Appendix 22 to this Agreement, will be created for the purpose of establishing gangs to work over the seniority division territories included within the Zone.

(c) The boundaries of the Zones may be changed effective January 1 of each year beginning on January 1, 2012. The Carrier will provide written notice of the proposed change to the affected General Chairmen no later than November 30 of the preceding year. Changes that will become effective on January 1 of each calendar year may be made at the Carrier's discretion subject to the notice provisions above subject to the following provision:

(1) If a seniority division is added to or deleted from a Zone as the result of such change in boundaries, all Zone gang positions will be abolished and re-advertised to eligible employees holding seniority rights in divisions that will comprise the Zone territory on and after January 1 of each calendar year.

(2) The Carrier is not required to maintain a minimum number of Zones. However, should the number of Zones established under this Rule fall to five (5) or fewer, employees assigned to Zone gangs will receive the "stay pay" provided under Rule 3 (e).

(3) Changes to Zone territories during a calendar year will be made only with the concurrence of the affected General Chairmen.

(d) Positions in Zone Gangs will be advertised and assigned pursuant to Rules 19 and 20. Assignment to positions will be based on an employee's relative seniority ranking

on a bid and displacement list for Zone gang work created by dovetailing the various Seniority Division or District, as appropriate, rosters within the Zone's territory. In the event that a Seniority Division or District, as appropriate, is "shared" by more than one Zone, employees in that shared Division or District may make application to and make displacements on positions in either or both of the Zones.

(e) Displacements will be handled in like manner.

(f) There will be no rosters maintained exclusively for assignment to gangs established under this Rule. An employee establishing seniority in a classification for the first time by assignment to a gang established under this Rule will establish seniority on the applicable classification roster in his/her home Seniority Division or District, as appropriate, and his/her name and seniority date shall be added to the bid and displacement list applicable to the appropriate Zone.

(g) Positions established under this Rule will be bulletined with assigned headquarters of "on line." Employees assigned to such positions who reside more than fifty (50) highway miles from their daily assigned work location will receive allowances as set forth in Rule 36(b). All employees assigned to positions under this Rule will receive allowances as set forth in Rule 37.

(h) Employees assigned to a Zone gang(s) who are worked off of their Zone will receive a ten (10) per cent increase to their straight time hourly rates of pay (such increase also applicable for computation of overtime compensation pursuant to Rule 29) for each hour, or fraction thereof, worked outside of the Zone. An equal number of employees working in Zone gang(s) in the Zone in which the temporarily transferred gang(s) will work will receive the same adjustment in pay for all hours paid to the transferred Zone gang(s). This adjustment shall be made first, to employees working in the Zone gang(s) working closest to the location where the transferred gang(s) are working and thereafter at greater distances. This section does not apply to emergency work.

### **SYSTEM BRIDGE GANGS**

Rule 5. (a) The Carrier may establish such number of system bridge gangs, as it deems necessary. Such gangs will be restricted to either the System Bridge Gangs North or System Bridge Gangs South as defined in Rule 12 of this Agreement.

(b) Separate seniority rosters will be maintained on each district for each of the classifications listed in section (c) of this Rule with the exception of the system bridgeman truck operator.

(c) The following position titles are established for System Bridge Gangs:

System Bridge Foreman  
System Bridge Assistant Foreman  
System Hoisting Engineer  
System Assistant Hoisting Engineer

System Bridge Welder  
System Bridgeman  
System Bridgeman Helper

(d) Positions established as system bridgeman truck operator for each gang will be compensated an additional \$.10 per hour above the employees assigned position rate of pay as either a system bridgeman or system bridgeman helper. Employees assigned as system bridge truck operator for each gang must possess a valid license required to operate the truck, to perform maintenance on the truck, and to be in compliance with any applicable state and federal laws. The Carrier will reimburse the employee for any renewal costs for any required operator licenses and will reimburse any incidental costs associated with the operation of the vehicle. System bridgeman truck operator positions will be bulletined to employees on the respective system bridge gang seniority rosters in accordance with Rule 20 of this Agreement.

(e) An employee, who establishes seniority as a system bridge foreman or system bridge assistant foreman and does not have seniority in all lower classifications of the sub-department, will also establish seniority of the same date on all lower ranked position classifications with the exception of system bridge welder.

(f) Headquarters of system bridge gangs will be outfit cars. In lieu of outfit cars, the per diem allowance for on-line gangs will be applied.

(g) All System Hoisting Engineer positions will be assigned in the following manner:

1. Assign the senior qualified employee making application and holding seniority in the class.
2. Assignment of the senior qualified employee from the System Assistant Hoisting Engineer Roster making application.
3. Assign the senior employee retaining seniority on the System Hoisting Engineer Roster making application and not previously qualified.
4. Appointment of the junior unassigned qualified employee from the System Hoisting Engineer Roster working in a lower rated class in the B&B Sub-department.
5. Appointment of the junior qualified employee from the System Assistant Hoisting Engineer Roster.

(h) All System Assistant Hoisting Engineer positions will be assigned in the following manner:

1. Assign the senior qualified employee making application and holding seniority in the class.

2. Appointment of the junior unassigned employee from the System Assistant Hoisting Engineer Roster working in a lower class who is qualified as a System Hoisting Engineer.

a) If at any time a System Assistant Hoisting Engineer refuses appointment to a System Hoisting Engineer position for which qualified, the employee will forfeit all seniority in the sub-department. If currently assigned as a System Assistant Hoisting Engineer, they will be released from their position and allowed to exercise their seniority in accordance with the Collective Bargaining Agreement. It is further understood that the employee will not be allowed to make application for the vacated position.

3 Allow an employee to establish seniority based on ability, merit and length of service. Ability and merit being sufficient, with management to be the judge subject to appeal, the employee with the greatest length of service in the Maintenance of Way Department will be assigned.

(i) Employees wishing to establish seniority in this sub-department must first establish System Assistant Hoisting Engineer seniority. Employees establishing System Assistant Hoisting Engineer seniority in this sub-department will be given an identical System Hoisting Engineer seniority date as that of his System Assistant Hoisting Engineer seniority date upon promotion to Hoisting Engineer.

(j) When System Hoisting Engineers and their System Assistant Hoisting Engineers are assigned to work with other work groups, they may be assigned the same work hours and rest days as the groups they are supporting.

(k) Employees who retain seniority on the system bridge, system rail, district or division rosters will not suffer a forfeiture of any such seniority as a result of being assigned to the position of System Hoisting Engineer and System Assistant Hoisting Engineer.

(l) Seniority in this sub-department will be considered an equal classification to the Group 1 Foreman in the application of Rule 2(b) and (f). Employees assigned to a Group 1 Foreman position will not be subject to recall to the System Hoisting Engineer and System Assistant Hoisting Engineer sub-department positions.

(m) Employees assigned to bulletined System Hoisting Engineer and System Assistant Hoisting Engineer positions, who have not yet established qualifications, will be given adequate time and training to become qualified for a System Hoisting Engineer position. The Carrier will make every reasonable effort to schedule training on a seniority basis.

1. Employees will be paid for all training at their regularly assigned rate of pay. Employees may elect to receive actual necessary reasonable expenses in lieu of on-line expenses while attending training. However, there will be no duplication of benefits.



2. Upon completion of the training program and qualifying as a System Hoisting Engineer, an employee will be provided a set of tools to perform the routine servicing and maintenance of locomotive cranes.
3. Employees assigned to operate locomotive cranes, as provided herein, must be competent to perform routine servicing and maintenance of the crane and perform other incidental work.
4. The employee must be capable of passing required examination and any state or federal requirements. Carrier will reimburse the employee for any costs for required operator licenses.

(n) If a System Hoisting Engineer that was not previously qualified or a System Assistant Hoisting Engineer is not able to satisfactorily pass any portion of the Carrier's training program they will be rescheduled for the first available opportunity to re-qualify. If after two attempts they are unable to complete the training program, they will be disqualified from the program and they will not be allowed to make application into the sub-department for a period of 1 year. If the employee is not able to pass any portion of the training program again, they will be disqualified and their seniority in the sub department will be removed. These employees will not be assigned to another position in the sub-department unless otherwise agreed by Labor Relations and the General Chairman. It is further understood that if a disqualified employee fails to make application for the position in which disqualified at the first opportunity following the 1 year period, his name will be removed from the sub-departments seniority rosters.

(o) If an employee is disqualified from a System Hoisting Engineer or System Assistant Hoisting Engineer position they will be notified in writing with the reasons for the disqualification. Employees will have the right to a hearing if a written request is made by the employee to their immediate supervisor within ten (10) calendar days from date of disqualification. The Carrier will make every effort to schedule and hold the hearing within thirty (30) calendar days from the date the request is received by the supervisor. Failing to dispose of the complaint in such hearing, an appeal may be taken in accordance with Rule 23.

### **GRADALL AND ROTARY DUMP TRUCK**

Rule 6. (a) On the Southern and Texas Seniority Districts, the Carrier has in operation a Gradall 660 and a hi-rail dump truck. A machine operator and machine operator helper will operate this equipment. Likewise, the Carrier has in operation a Super Gopher that will be subject to the provisions of this Rule.

The Southern Seniority District is comprised of the Del Rio, Kingsville, Palestine and DeQuincy seniority divisions. The Texas Seniority District is comprised of the New Orleans, Red River and Rio Grande seniority divisions.

(b) These positions will be advertised to classifications on all divisions where these machines may work. Employees assigned to these positions will retain and continue

to accumulate seniority on their respective seniority divisions, but will not establish seniority on any other seniority divisions or districts. They, however, will be permitted to operate this equipment throughout all the divisions that comprise the Southern and Texas Districts.

(c) The machine operator will operate the Gradall and the machine operator helper will operate the dump truck.

(d) If the Carrier does not provide bunk cars, the occupants of these positions will be allowed actual necessary expenses.

### **TRUCK OPERATORS (6 TON PLUS)**

Rule 7. (a) The Carrier has purchased large trucks (rated 6-ton plus capacity) that are in some cases equipped with cranes or hi-rail attachments. Separate sub-departments have been established for this classification of trucks.

(b) Within the sub-department, separate seniority rosters will be established covering qualified employees who have been assigned by bulletin to operate these long haul vehicles. The rosters established under this sub-department will include those employees assigned to operate long haul trucks as follows:

Roster No. 1: Long haul vehicles assigned to work in conjunction with the Carrier's detector cars, in conjunction with the Carrier's roadway equipment repair shops, and in conjunction with the Carrier's system rail gangs.

Roster Nos. 2 through 5: All other long-haul vehicles not referenced above.

Truck operators may operate long haul vehicles without penalty throughout any and all of the Carrier's Districts and outside the geographical boundaries of the former Missouri Pacific Railroad territory. Such truck operators may be assigned the same work hours and rest days as the system rail gang supported.

(c) Positions of truck operators operating M/W long-haul vehicles on Roster No. 1 as referenced above in section (b) of this Rule will be bulletined and assigned with fixed headquarters, except truck operators assigned to the detector cars. Headquarter locations for employees assigned to detector cars will be the location on the railroad nearest to the employee's residence. Truck operators working with system rail gangs may be assigned the same work hours and the same rest days as the system rail gang supported.

(d) Positions of truck operators operating M/W long-haul vehicles on Roster Nos. 2 through 5 as referenced in Section (b) of this Rule will be advertised and assigned with fixed headquarters on the Eastern, Western, Southern or Texas Districts. The long haul truck at Kansas City will continue to be assigned and operated by other than BMW represented employees.

(e) New positions and vacancies will first be bulletined to all employees on the

appropriate seniority roster. In the event the position advertised is not filled from the appropriate seniority roster, such positions on Roster No. 1 will be bulletined to all employees holding seniority on a BMWER roster; or from Roster Nos. 2 through 5 to all employees holding seniority on a Division or District seniority roster on the District the position is headquartered. In the event no bids are received from qualified employees, the position advertised will either be canceled or filled in accordance with Rule 20 of this Agreement.

(f) Employees assigned to positions of truck operator (6 ton plus) will be allowed actual reasonable necessary expenses for meals and lodging when held away from their headquarters overnight.

(g) An employee assigned to operate trucks, as provided herein, must be competent to service, care, and maintain the vehicle and its appurtenances and perform other incidental work. The employee must be capable of passing required examination and meet state and federal requirements. Carrier will reimburse the employee for any renewal costs for any required operator licenses.

## **TRUCK OPERATORS**

Rule 8. (a) Employees assigned in the track sub-department to operate motor vehicles will be classified as truck operators. The establishment of this position on a gang does not preclude other members of the gang from driving the motor vehicle assigned to the gang.

(b) Current seniority rosters within the track sub-department will include a separate roster for the truck operator classification covering qualified employees who have been assigned by bulletin. The rosters will include employees assigned to vehicles, which may be equipped with crane or hi-rail attachments including buses and fuel trucks, assigned to system rail service, district tie service, and divisions.

Truck operators may operate these vehicles without penalty across the Carrier's seniority territories and outside the geographical boundaries of the former Missouri Pacific Railroad territory to pick up and deliver materials, equipment, etc., and may perform work incidental thereto.

(c) (1) Advertisements will include the rate of pay and the vehicle number for the position being advertised. Advertisements also will identify vehicles as buses or fuel trucks when applicable.

(2) When no bids are received from qualified bidders and the seniority roster is exhausted, assignment of the senior applicant possessing the required licenses and certifications will be made in accordance with Rule 20 of this Agreement.

(d) An employee assigned to operate a truck as provided in this Rule must be

competent to service, care, and maintain the vehicle and its appurtenances and perform other incidental work. The employee must be capable of passing required examinations and meet state and federal requirements. Carrier will reimburse the employee for any renewal costs for any required operator licenses and will reimburse any incidental costs associated with the operation of the vehicle.

## **CONTRACTING OUT**

Rule 9. (a) In the event the Carrier plans to contract out work within the scope of this Collective Bargaining Agreement, the Carrier will notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than 15 days prior thereto.

(b) If the General Chairmen, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Carrier will promptly meet with him for that purpose. A good faith effort will be made to reach an understanding concerning said contracting, but if no understanding is reached the Carrier may nevertheless proceed with said contracting, and the organization may file and progress claims in connection therewith.

(c) Nothing in this Rule will affect the existing rights of either party in connection with contracting out. Its purpose is to require the Carrier to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and if possible reach an understanding in connection therewith.

- (d) (1) The amount of subcontracting, measured by the ratio of adjusted Engineering Department purchased services (such services reduced by costs not related to contracting) to the total Engineering Department budget for the five- (5) year period 1992-1996, will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of the increased subcontracting will be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.
- (2) Existing rules concerning subcontracting which are applicable to employees covered by this Agreement will remain in full effect.

## **FORCE REDUCTION**

Rule 10. (a) When reducing forces, seniority rights will govern. Employees whose positions are abolished may exercise their seniority rights over junior employees as provided in this Agreement. Other employees affected may exercise their seniority in the same manner and under the same conditions.

(b) Not less than five (5) working days' advance notice will be given before regularly established positions are abolished, except for positions on a gang working ten (10) hours or more a day on a compressed work period will require not less than four (4) working days' notice of abolishment . The provisions of Section (c) of this Rule will constitute an exception to the foregoing requirements of this section.

(c) (1) Rules, agreements, or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of an individual Carrier's operations in whole or in part is due to a labor dispute between the Carrier and any of its employees.

(2) Advance notice requirements to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notice under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute other than as defined in paragraph (c)(1) hereof, provided that such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, will receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

(d) Gangs will not be laid off for short periods when proper reduction of expenses can be accomplished by first laying off the junior men.

## **SENIORITY ROSTERS**

Rule 11. (a) Seniority rosters of all employees, in each sub-department by seniority territory, will be separately compiled and will show the name, classification, date of entry of the employee into the service, and date of promotion.

(b) (1) Seniority rosters will be revised as changes occur during the calendar year with the current seniority rosters available for viewing by all employees and their duly authorized representatives through the Carrier's systems. A complete set of rosters reflecting additions and deletions for the previous year and a complete set of rosters, reflecting all entries as of January 1 each year will be furnished to the General Chairman, System Officers, Local Chairmen, and local supervision on or before January 10. Each employee retaining seniority on any Maintenance of Way seniority rosters as of January 1 will be advised, in writing, on or before January 10, of the seniority

dates retained on the respective seniority rosters.

- (2) The seniority rosters will be open for protest from January 1 through March 31 of each year. It will be the responsibility of each employee to verify his individual seniority dates and to seek out his Local Chairman or local supervisor to assess his relative ranking among other employees on the respective roster. Any protest must be made in writing to Non-Ops Personnel Services (1400 Douglas Street, STOP 1755, Omaha, NE 68179) with a copy to the General Chairman and Labor Relations.

At the close of the protest period, the General Chairman or his representative and the General Director Labor Relations or his representative will meet to address any protests filed. Only protests involving changes to seniority information occurring during the time subsequent to the posting of the previous year's final seniority roster will be considered. Upon presentation of proof of error, correction will be made by agreement between the parties and seniority dates established by such agreement will not be subject to further protest. Any protest not timely filed within the protest period will be considered as having been waived.

- (c) Once all protests have been resolved, a complete set of final rosters as of January 1 will be made available on or before May 1 to the General Chairman, System Officers, Local Chairmen, and to local supervisors. Seniority rosters will be made available for inspection by employees concerned.

### **SENIORITY TERRITORIES DEFINED**

Rule 12. (a) The territories of Track Sub-department and Roadway Equipment Sub-department Seniority Divisions are defined as follows:

- (1) **Arkansas Seniority Division:**  
Briark (MP 4.1) to Brinkley (MP 70.6) on the Brinkley Subdivision; El Dorado Jct. (MP 460.8) to End of Track (MP 496.0) on the El Dorado Subdivision; Wynne (MP 280.2) to Helena Junction (MP 326.2) on the Helena Subdivision; Harviell Jct. (MP 172.9) to North Little Rock (MP 343.6) on the Hoxie Subdivision; Dexter Junction (MP 40.3) to Pine Bluff Yard (MP 263.2) on the Jonesboro Subdivision; North Little Rock (MP 343.6) to North Texarkana (MP 488.7) on the Little Rock Subdivision; South UP Connection (MP 349.65) to Monroe (MP 501.2) on the McGehee Subdivision; Memphis (MP 380.7) to Bald Knob (MP 287.9) on the Memphis Subdivision; Monroe (MP 501.2) to Texmo Jct. (MP 195.7) on the Monroe Subdivision; Hope (MP 457.5) to Perkins (MP 493.1) on the Nashville Subdivision; Pine Bluff Yard (MP 263.2) to Texarkana Yard (MP 417.5) on the Pine Bluff Subdivision; Shreveport Jct. (MP 390.3) to East Cart (445.3) on the Shreveport

Subdivision. North Little Rock (343.6) to Levy-S (MP 346.14) on the Van Buren Subdivision; Little Rock Jct. (MP 305.1) to North UP Connection (MP 348.6) on the White Bluff Subdivision; Jonesboro Junction (MP 235.3) to Memphis Subdivision Connection (MP 280.4) on the Wynne Subdivision. Includes Jacksonville AFB, Bonham, Gurdon, Stuttgart, Malden, Georgia Street, Tenark, White Bluff, Hot Springs, Rock Street, Monroe City, Cypress Bend, Bastrop and Camp Beauregard Industrial Leads. (Includes Alexandria Yards).

(2) **Central Seniority Division:**

Parsons (MP 386.0) to McAlester (MP 564.8) on the Cherokee Subdivision. McAlester (MP 564.8) to Red River (MP 656.15) on the Choctaw Subdivision. Paola (MP 327.0) to Coffeyville (MP 662.8) on the Coffeyville Subdivision. Chico (MP 562.0) to Chickasha (MP 436.3) on the Duncan Subdivision. Chickasha (MP 436.3) to Wichita (MP 241.8) on the Enid Subdivision. Chickasha (MP 0.0) to Lawton Industrial Lead (MP 42.7) on the Lawton Subdivision. Wichita (MP 241.8) to Herington (MP 172.0) on the Lost Springs Subdivision. End of Track (MP 515.0) to End Of Track (MP 482.0) on the Oklahoma City Subdivision. Paola (MP 43.3) to Parsons (MP 136.2) on the Parsons Subdivision. Chase (MP 324.5) to Broken Arrow (MP 282.0) on the Tulsa Subdivision. Van Buren (MP 497.2) to Levy-S (MP 346.14) on the Van Buren Subdivision. Coffeyville (MP 662.8) to Van Buren (MP 497.2) on the Wagoner Subdivision. Includes Pryor, Tulsa, Conway, Lawton, Wichita, Arkansas City Industrial Leads.

(3) **Consolidated Seniority Division No. 1:**

Springfield Connection (MP 0.0) to Charleston Jct. (MP 141.0) on the Chester Subdivision; Iron Mountain Jnt. (MP 0.0) to 4<sup>th</sup> Street Poplar Bluff (MP 165.6) on the DeSoto Subdivision; Charleston Jct. (MP 141.0) to Harviell Jct. (MP 172.9) on the Hoxie Subdivision; Gratiot St. (MP 0.0) to Kirk (MP 14.0) on the Jefferson City Subdivision; Benton Junction (MP 298.2) to Chap (MP339.1) on the Mt. Vernon Subdivision; Lilbourn (MP 36.7) (MP 57.9) to End of Track (30.5) on the New Madrid Subdivision; Chester (MP 64.0) to JSW Junction (MP 121.8) on the Pinckneyville Subdivision; Dexter Junction (MP 191.2) to BNSF Crossing (MP 211.1) on the Sikeston Subdivision; Coulterville (MP 48.7) to Gage Jct. (MP 77.7) Kellogg (MP81.3) on the Sparta Subdivision; Lenox (MP 269.00) Springfield Connection (MP 283.4) on the Springfield Subdivision; MP 141.0 to MP 149.3 including the Madison Yard on the Granite City Industrial Lead. Includes Church, Granite City, Cape Girardeau, Kellog, Lesparance, Broadway, St. Genevieve, Crystal City, Bonne Terre (Monsanto Huffman), Cadet, Lake, Kirkwood, Miner Industrial Leads.

(4) **Del Rio Seniority Division:**

Spofford (MP 0.0) to Eagle Pass (MP 34.6) on the Eagle Pass Subdivision; Withers (MP 218.8) to Del Rio (MP 379.4) on the Del Rio Subdivision; Del

Rio (379.4) to Alpine (MP 610.7) on the Sanderson Subdivision; Alpine (MP 610.7) to El Paso (MP 820.0) on the Valentine Subdivision; Former Missouri Pacific terminal operations in El Paso. Includes Cline Mine Industrial Lead.

(5) **DeQuincy Seniority Division:**

Anchorage Jct. (MP 643.9) to Livonia (MP 621.33) on the Anchorage Subdivision; Addis (MP 0.0) to Lobdell Jct. (MP 12.9) on the Avoyelles Subdivision; Dayton Junction (MP 48.7) to West Baytown (MP 26.47) on the Baytown Subdivision; Livonia (MP 621.0) to Dyersdale Junction (MP 385.4) on the Beaumont Subdivision; Dayton Junction (MP 327.6) to Iowa Junction (MP 205.2) on the Lafayette Subdivision; Willow Glen (MP 602.3) to Iowa Junction (MP 680.2) on the Lake Charles Subdivision. Includes Cedar Bayou, Orange, Baton Rouge, Sabine, Lake Charles, Harbor, Rosebluff Industrial Leads.

(6) **Division No. 4:**

Herington (MP 171.4) to Pratt (MP 297.9) on the Herington Subdivision; Pratt (MP 297.9) to Dalhart (MP 545.4) on the Pratt Subdivision; SJ Junction (MP 89.0) to Herington (MP 171.4) on the Topeka Subdivision; Dalhart (MP 545.4) to Tucumcari (MP 638.5) on the Tucumcari Subdivision. Includes Hope, McPherson Industrial Leads.

(7) **Eastern Seniority Division:**

Kirk Jct. (MP 14.0) to Jefferson City (MP 127.9 & 128.0) on the Jefferson City Subdivision; River Junction (MP 127.9) to Rock Creek Jct. (MP SF444.8) on the River Subdivision; River Junction (MP 128.0) to Rock Creek Junction (MP 276.9) on the Sedalia Subdivision. Includes Bagnell, Marshall, Lexington, Pixley Industrial Leads.

(8) **Illinois Seniority Division:**

Joliet (MP 36.7) to Bloomington (MP 126.6) on the Joliet Subdivision; Benton Junction (MP 298.2) to Vienna Junction (MP 339.7) on the Marion Subdivision; Monterey Jct. (MP 105.1) to Nilwood (MP 90.8) on the Madison Subdivision; Salem (MP 253.8) to Benton Junction (MP 298.2) on the Mt. Vernon Subdivision; Villa Grove (MP 144.6) to Lenox (MP 276.0) on the Pana Subdivision; Pequot (MP 56.9) to Mazonia (MP 63.3) on the Pequot Subdivision; Mount Vernon Jct. (MP 125.0) to JSW Jct. (MP 121.8) on the Pinckneyville Subdivision; Findlay Junction (MP 185.5) to Salem (MP 253.8) on the Salem Subdivision; Bloomington (MP 126.6) to Lennox (MP 269.0) on the Springfield Subdivision; Dolton Junction (MP 8.72) to Villa Grove (MP 144.6) on the Villa Grove Subdivision. Includes Chicago Heights, Cissna Park, Westville, Alton, Airline, Plaines, JSW Industrial Leads.

(9) **Kansas City Terminal Seniority Division:**

Leeds Junction (P B284.7) to Paola (MP 327.0) on the Coffeyville Subdivision; Congo (MP SF444.2) to Neff Yard (MP A279), Rock Creek Junction (MP 276.9) to West Yard (MP 6.51), Lydia Avenue (MP A281.7) to



ASB Jct. (MP A282.4), Edgewater (MP 287.5) to North Cypress Jct. (MP 9.5) North Cypress Jct. (MP 9.5) to Hickory Street (MP 1.1), Minnesota Avenue (MP 286.6) to Broadway (MP 283.0), and Manchester (MP B278.8) to Leeds Junction (MP B284.7) on the KC Metro Subdivision; South Hillsdale (MP 41.8) to Paola (MP 43.3) on the Parsons Subdivision; Congo (MP SF 444.2) to Rock Creek Jct. (MP SF444.8) on the River Subdivision. Includes Glen Park Industrial Lead.

(10) **Kingsville Seniority Division:**

Algoa (MP 343.3) to Bloomington (MP 221.0) on the Angleton Subdivision; Bloomington (MP 221.0) to B&M Bridge (MP 0.0) on the Brownsville Subdivision; Victoria (0.0) to End of Track (MP 15.0) on the Coletto Creek Subdivision; SoSan (MP 3.1) to Corpus Christi (MP 149.0) on the Corpus Christi Subdivision; Flatonia (MP 102.0) to Placedo (MP 14.2) on the Cuero Subdivision; End of Track (MP 24.0) to Harlingen Junction (MP 0.0) on the Harlingen Subdivision. Includes Chocolate Bayou, Phillips Refinery, Celanese, Port Lavaca, Freeport, Kosmos, Victoria, Seadrift, Olmito, Palo Alto, Brownsville Port Industrial Leads.

(11) **New Orleans Seniority Division:**

Livonia (MP 114.8) to Willow Glen (MP 190.4) on the Alexandria Subdivision; West Bridge Junction (MP 10.5) to BNSF connection (MP 14.9) on the Avondale Subdivision; West Bridge Junction (MP 10.2) to Livonia (MP 114.8) on the Livonia Subdivision; Willow Glen (MP 190.4) to Texmo Jct. (MP 195.7) on the Monroe Subdivision; Texmo Jct. (MP 195.7) to Waskom (MP 332.5) on the Reisor Subdivision; Riverfront Yard (MP 451.7) to East Cart (MP 445.3) on the Shreveport Subdivision. Includes Bayou Pierre, Dolet Hills, Shreveport, West Bank Industrial Leads.

(12) **Omaha Seniority Division:**

Edgewater (MP 287.5) to Gilmore Industrial Lead (MP 472.1) on the Falls City Subdivision; Edgewater (MP 287.5) to 10<sup>th</sup> Street (MP 289.1) on the KC Metro Subdivision; All former Missouri Pacific terminal operations in the St. Joseph Terminal. Includes Norkan, Weeping Water, Atchison Industrial Leads.

(13) **Palestine Seniority Division:**

Athens Jct. (MP 0.0) to Regency GAS (MP 13.6) on the Athens Subdivision. Hearne (MP 89.6) to Tower 112 (MP 259.6); West Baytown (MP 26.47) to North Shore Jct. Econo Rail (MP 33.2) to North Shore Junction (MP 0.0) on the Baytown Subdivision; Dyersdale (MP 385.4) to Gulf Coast Jct. (MP 378.0) on the Beaumont Subdivision; Hearne (MP 120.6) to Bush Jct. (MP 99.3) on the Bryan Subdivision; Big Sandy Junction (MP 525.0) to Corsicana (MP 621.3) on the Corsicana Subdivision; Flatonia (MP 102.0) to West Point (MP 122.2) on the Cuero Subdivision; Kirby (MP 201.4) to Withers (MP 218.8) on the Del Rio Subdivision; Ennis (MP 231.7) to Hearne (MP 120.6) on the Ennis Subdivision; Navasota Junction (MP 65.2) to Eureka (MP 0.0)

on the Eureka Subdivision; Wrenn (MP 243.3) to Valley Junction (MP 100.9) on the Ft. Worth Subdivision; GH&H Junction (MP 0.0) to Galveston (MP 46.4) on the Galveston Subdivision; Hearne (MP 0.0) to West Point (MP 77.1) on the Giddings Subdivision; Harrisburg Junction (MP 1.2) to Kirby (MP 201.4) on the Glidden Subdivision; West Junction (MP 1.1) to Hearne (MP 89.6) on the Hearne Subdivision; Belt Junction (MP 0.0) to Double Track Junction (MP 11.3) on the Houston East Belt Subdivision; Belt Junction (MP 228.9) to BNSF connection (MP 238.1) on the Houston West Belt Subdivision; Q259 (MP 2.4) to End of Track (MP 15.0) on the Kerrville Subdivision; Dayton (MP 327.6) to Dawes (MP 353.0) on the Lafayette Subdivision; Tower 105 (MP 260.4) to Laredo (MP 412.5) on the Laredo Subdivision; Smithville Jct. (MP 0.0) to Ajax (MP 51.9) on the Lockhart Subdivision; Quitman (MP 1.5) to Jordan (MP 230.8) on the Lufkin Subdivision; Valley Junction (MP 100.9) to Spring Junction (MP 0.0) on the Navasota Subdivision; Longview (MP 1.1) to Belt Junction (MP 228.9) on the Palestine Subdivision; Tower 112 (MP 0.0) to End Of Track (MP 16.1) on the Rockport Subdivision; Smithville (MP 69.2) to Sealy (MP 135.2) on the Smithville Subdivision; South Tower (MP 0.0) to Strang (MP 21.1) on the Strang Subdivision; Dawes (MP 353.0) to West Junction (MP 375.7) on the Terminal Subdivision; Waco Junction (MP 842.1) to Smithville (MP 969.2) on the Waco Subdivision; Includes all Houston and San Antonio terminal operations. Includes Hillsboro, Gatesville, Sealy, Tyler, Huntsville, LeTourneau, Henderson, Glass Track, Booth Yard, Jacksonville, T&NO, Texas City, Clinton, Bayport Loop, HL&P, Dart, Velsicol, Navigation, Barbours Cut, Seabrook, Katy Eureka, Columbia Tap, Arenal, Spence, Chesterville, Wharton, Popp, Georgetown, Bergstrom, Camp Stanley, Kerrville Industrial Leads.

(14) **Red River Seniority Division:**

Bryant Irvin (MP 251.6) to Benbrook (MP 254.5) on the Baird Subdivision; Red River (MP 656.15) to Roanoke (MP 737.6) and from Roanoke (MP 737.6) to Tower 55 (MP 754.4) on Main No. 2 and from Roanoke (MP 737.6) to Tower 55 (MP 755.5) on Main No. 1 on the Choctaw Subdivision; West Fort Worth (MP 251.8) to SP Jct. (MP 212.9) on the Dallas Subdivision; Purina Jct. (MP 611.9) to JFK Junction (MP 644.1) on the DFW Subdivision; Chico (MP 562.0) to North Tower 55 (MP 612.9) on the Duncan Subdivision; SP Junction (MP 261.2) to Ennis (MP 231.7) on the Ennis Subdivision; . South Tower 55 (MP F250.9) to Wrenn (MP 243.3) on the Ft. Worth Subdivision; Longview (MP 89.6) to North Texarkana (MP 488.7) on the Little Rock Subdivision; Midlothian Junction (MP 50.2) to Garrett Junction (MP 0.0) on the Midlothian Subdivision; Longview (MP 89.6) to SP Jct. (MP 212.9) on the Mineola Subdivision; Texarkana Yard (MP 417.5) to Big Sandy (MP 525.1) on the Pine Bluff Subdivision; Waskom (MP 332.5) to Marshall Junction (MP 351.4) on the Reisor Subdivision. Includes Commerce Industrial Lead.

(15) **Rio Grande Seniority Division:**

Benbrook (MP 254.5) to Sweetwater Depot (MP 447.8) on the Baird Subdivision; Sweetwater Depot (MP 447.8) to Sierra Blanca (MP 768.7) on the Sierra Blanca Subdivision. Includes A&S Industrial Lead.

(b) The territories of B&B Seniority Divisions are as follows:

(1) **Arkansas Seniority Division:**

Briark (MP 4.1) to Brinkley (MP 70.6) on the Brinkley Subdivision; El Dorado Jct. (MP 460.8) to End of Track (MP 496.0) on the El Dorado Subdivision; Wynne (MP 280.2) to Helena Junction (MP 326.2) on the Helena Subdivision; South Poplar Bluff (MP 167.5) to North Little Rock (MP 343.6) on the Hoxie Subdivision; Dexter Junction (MP 40.3) to Pine Bluff Yard (MP 263.2) on the Jonesboro Subdivision; North Little Rock (MP 343.6) to North Texarkana (MP 488.7) on the Little Rock Subdivision; South UP Connection (MP 349.65) to Monroe (MP 501.2) on the McGehee Subdivision; Memphis (MP 380.7) to Bald Knob (MP 287.9) on the Memphis Subdivision; Monroe (MP 501.2) to Willow Glen. (MP 190.4) on the Monroe Subdivision; Hope (MP 457.5) to Perkins (MP 493.1) on the Nashville Subdivision; Pine Bluff Yard (MP 263.2) to Texarkana Yard (MP 417.5) on the Pine Bluff Subdivision; Shreveport Jct. (MP 390.3) to East Cart (445.3) on the Shreveport Subdivision. North Little Rock (343.6) to Levy-S (MP 346.14) on the Van Buren Subdivision; Little Rock Jct. (MP 305.1) to North UP Connection (MP 348.6) on the White Bluff Subdivision; Jonesboro Junction (MP 235.3) to Memphis Subdivision Connection (MP 280.4) on the Wynne Subdivision. Includes Jacksonville AFB, Bonham, Gurdon, Stuttgart, Malden, Georgia Street, Tenark, White Bluff, Hot Springs, Rock Street, Monroe City, Cypress Bend, Bastrop and Camp Beauregard Industrial Leads.

(2) **Central Seniority Division:**

Parsons (MP 386.0) to McAlester (MP 564.8) on the Cherokee Subdivision. McAlester (MP 564.8) to Red River (MP 656.15) on the Choctaw Subdivision. Paola (MP 327.0) to Coffeyville (MP 662.8) on the Coffeyville Subdivision. Chico (MP 562.0) to Chickasha (MP 436.3) on the Duncan Subdivision. Chickasha (MP 436.3) to Wichita (MP 241.8) on the Enid Subdivision. Chickasha (MP 0.0) to Lawton Industrial Lead (MP 42.7) on the Lawton Subdivision. Wichita (MP 241.8) to Herington (MP 172.0) on the Lost Springs Subdivision. End of Track (MP 515.0) to End Of Track (MP 482.0) on the Oklahoma City Subdivision. Paola (MP 43.3) to Parsons (MP 136.2) on the Parsons Subdivision. Chase (MP 324.5) to Broken Arrow (MP 282.0) on the Tulsa Subdivision. Van Buren (MP 497.2) to Levy-S (MP 346.14) on the Van Buren Subdivision. Coffeyville (MP 662.8) to Van Buren (MP 497.2) on the Wagoner Subdivision. Includes Pryor, Tulsa, Conway, Lawton, Wichita, Arkansas City Industrial Leads.

(3) **Consolidated Seniority Division No. 1:**

Springfield Connection (MP 0.0) to Charleston Jct. (MP 141.0) on the Chester Subdivision; Iron Mountain Jnt. (MP 0.0) to 4<sup>th</sup> Street Poplar Bluff (MP 167.5) on the DeSoto Subdivision; Charleston Jct. (MP 141.0) to Poplar Bluff. (MP 167.5) on the Hoxie Subdivision; Gratiot St. (MP 0.0) to Kirk (MP 14.0) on the Jefferson City Subdivision; Benton Junction (MP 298.2) to Chap (MP339.1) on the Mt. Vernon Subdivision; Lilbourn (MP 36.7) (MP 57.9) to End of Track (30.5) on the New Madrid Subdivision; Chester (MP 64.0) to JSW Junction (MP 121.8) on the Pinckneyville Subdivision; Dexter Junction (MP 191.2) to BNSF Crossing (MP 211.1) on the Sikeston Subdivision; Coulterville (MP 48.7) to Gage Jct. (MP 77.7) Kellogg (MP81.3) on the Sparta Subdivision; Lenox (MP 269.00) Springfield Connection (MP 283.4) on the Springfield Subdivision; MP 141.0 to MP 149.3 including the Madison Yard on the Granite City Industrial Lead. Includes Church, Granite City, Cape Girardeau, Kellog, Lesparance, Broadway, St. Genevieve, Crystal City, Bonne Terre (Monsanto Huffman), Cadet, Lake, Kirkwood, Miner Industrial Leads.

(4) **Del Rio Seniority Division:**

Spofford (MP 0.0) to Eagle Pass (MP 34.6) on the Eagle Pass Subdivision; Withers (MP 218.8) to Del Rio (MP 379.4) on the Del Rio Subdivision; Del Rio (379.4) to Alpine (MP 610.7) on the Sanderson Subdivision; Alpine (MP 610.7) to El Paso (MP 820.0) on the Valentine Subdivision; Former Missouri Pacific terminal operations in El Paso. Includes Cline Mine Industrial Lead.

(5) **DeQuincy Seniority Division:**

Anchorage Jct. (MP 643.9) to Livonia (MP 621.33) on the Anchorage Subdivision; Addis (MP 0.0) to Lobdell Jct. (MP 12.9) on the Avoyelles Subdivision; Dayton Junction (MP 48.7) to West Baytown (MP 26.47) on the Baytown Subdivision; Livonia (MP 621.0) to Dyersdale Junction (MP 385.4) on the Beaumont Subdivision; Dayton Junction (MP 327.6) to Iowa Junction (MP 205.2) on the Lafayette Subdivision; Willow Glen (MP 602.3) to Iowa Junction (MP 680.2) on the Lake Charles Subdivision; Quitman (MP 1.5) to Jordan (MP 230.8) on the Lufkin Subdivision; GH&H Junction (MP 0.0) to Galveston (MP 46.4) on the Galveston Subdivision; Belt Junction (MP 0.0) to Double Track Junction (MP 11.3) on the Houston East Belt Subdivision; Belt Junction (MP 228.9) to BNSF connection (MP 238.1) on the Houston West Belt Subdivision; Dawes (MP 353.0) to West Junction (MP 375.7) on the Terminal Subdivision; Includes Cedar Bayou, Orange, Baton Rouge, Sabine, Lake Charles, Harbor, Rosebluff Jacksonville, T&NO, Texas City, Glass Track, Industrial Leads.

(6) **Division No. 4:**

Herington (MP 171.4) to Pratt (MP 297.9) on the Herington Subdivision; Pratt (MP 297.9) to Dalhart (MP 545.4) on the Pratt Subdivision; SJ Junction (MP 89.0) to Herington (MP 171.4) to on the Topeka Subdivision; Dalhart (MP 545.4) to Tucumcari (MP 638.5) on the Tucumcari Subdivision. Includes Hope, McPherson Industrial Leads.

- (7) **Eastern Seniority Division:**  
Kirk Jct. (MP 14.0) to Jefferson City (MP 127.9 & 128.0) on the Jefferson City Subdivision; River Junction (MP 127.9) to Rock Creek Jct. (MP SF444.8) on the River Subdivision; River Junction (MP 128.0) to Rock Creek Junction (MP 276.9) on the Sedalia Subdivision. Includes Bagnell, Marshall, Lexington, Pixley Industrial Leads.
- (8) **Illinois Seniority Division:**  
Joliet (MP 36.7) to Bloomington (MP 126.6) on the Joliet Subdivision; Benton Junction (MP 298.2) to Vienna Junction (MP 339.7) on the Marion Subdivision; Monterey Jct. (MP 105.1) to Nilwood (MP 90.8) on the Madison Subdivision; Salem (MP 253.8) to Benton Junction (MP 298.2) on the Mt. Vernon Subdivision; Villa Grove (MP 144.6) to Lenox (MP 276.0) on the Pana Subdivision; Pequot (MP 56.9) to Mazonia (MP 63.3) on the Pequot Subdivision; Mount Vernon Jct. (MP 125.0) to JSW Jct. (MP 121.8) on the Pinckneyville Subdivision; Findlay Junction (MP 185.5) to Salem (MP 253.8) on the Salem Subdivision; Bloomington (MP 126.6) to Lennox (MP 269.0) on the Springfield Subdivision; Dolton Junction (MP 8.72) to Villa Grove (MP 144.6) on the Villa Grove Subdivision. Includes Chicago Heights, Cissna Park, Westville, Alton, Airline, Plaines, JSW Industrial Leads.
- (9) **Kansas City Terminal Seniority Division:**  
Leeds Junction (P B284.7) to Paola (MP 327.0) on the Coffeyville Subdivision; Congo (MP SF444.2) to Neff Yard (MP A279), Rock Creek Junction (MP 276.9) to West Yard (MP 6.51), Lydia Avenue (MP A281.7) to ASB Jct. (MP A282.4), Edgewater (MP 287.5) to North Cypress Jct. (MP 9.5) North Cypress Jct. (MP 9.5) to Hickory Street (MP 1.1), Minnesota Avenue (MP 286.6) to Broadway (MP 283.0), and Manchester (MP B278.8) to Leeds Junction (MP B284.7) on the KC Metro Subdivision; South Hillsdale (MP 41.8) to Paola (MP 43.3) on the Parsons Subdivision; Congo (MP SF 444.2) to Rock Creek Jct. (MP SF444.8) on the River Subdivision. Includes Glen Park Industrial Lead.
- (10) **Kingsville Seniority Division:**  
Algoa (MP 343.3) to Bloomington (MP 221.0) on the Angleton Subdivision; Bloomington (MP 221.0) to B&M Bridge (MP 0.0) on the Brownsville Subdivision; Victoria (0.0) to End of Track (MP 15.0) on the Coletto Creek Subdivision; SoSan (MP 3.1) to Corpus Christi (MP 149.0) on the Corpus Christi Subdivision; Flatonia (MP 102.0) to Placedo (MP 14.2) on the Cuero Subdivision; Harrisburg Junction (MP 1.2) to Flatonia (MP 12.0) on the Glidden Subdivision; End of Track (MP 24.0) to Harlingen Junction (MP 0.0) on the Harlingen Subdivision. Includes Chocolate Bayou, Phillips Refinery, Celanese, Port Lavaca, Freeport, Kosmos, Victoria, Seadrift, Olmito, Palo Alto, Brownsville Port Industrial Leads.

- (11) **Omaha Seniority Division:**  
Edgewater (MP 287.5) to Gilmore Industrial Lead (MP 472.1) on the Falls City Subdivision; Edgewater (MP 287.5) to 10<sup>th</sup> Street (MP 289.1) on the KC Metro Subdivision; All former Missouri Pacific terminal operations in the St. Joseph Terminal. Includes Norkan, Weeping Water, Atchison Industrial Leads.
- (12) **Palestine Seniority Division:**  
Athens Jct. (MP 0.0) to Regency GAS (MP 13.6) on the Athens Subdivision. Hearne (MP 89.6) to Tower 112 (MP 259.6); West Baytown (MP 26.47) to North Shore Jct. Econo Rail (MP 33.2) to North Shore Junction (MP 0.0) on the Baytown Subdivision; Dyersdale (MP 385.4) to Gulf Coast Jct. (MP 378.0) on the Beaumont Subdivision; Hearne (MP 120.6) to Bush Jct. (MP 99.3) on the Bryan Subdivision; Big Sandy Junction (MP 525.0) to Corsicana (MP 621.3) on the Corsicana Subdivision; Flatonia (MP 102.0) to West Point (MP 122.2) on the Cuero Subdivision; Kirby (MP 201.4) to Withers (MP 218.8) on the Del Rio Subdivision; Ennis (MP 231.7) to Hearne (MP 120.6) on the Ennis Subdivision; Navasota Junction (MP 65.2) to Eureka (MP 0.0) on the Eureka Subdivision; Wrenn (MP 243.3) to Valley Junction (MP 100.9) on the Ft. Worth Subdivision; Hearne (MP 0.0) to West Point (MP 77.1) on the Giddings Subdivision; Flatonia (MP 120.0) to Kirby (MP 201.4) on the Glidden Subdivision; West Junction (MP 1.1) to Hearne (MP 89.6) on the Hearne Subdivision; Q259 (MP 2.4) to End of Track (MP 15.0) on the Kerrville Subdivision; Dayton (MP 327.6) to Dawes (MP 353.0) on the Lafayette Subdivision; Tower 105 (MP 260.4) to Laredo (MP 412.5) on the Laredo Subdivision; Smithville Jct. (MP 0.0) to Ajax (MP 51.9) on the Lockhart Subdivision; Midlothian Junction (MP 50.2) to Garrett Junction (MP 0.0) on the Midlothian Subdivision; Valley Junction (MP 100.9) to Spring Junction (MP 0.0) on the Navasota Subdivision; Longview (MP 1.1) to Belt Junction (MP 228.9) on the Palestine Subdivision; Tower 112 (MP 0.0) to End Of Track (MP 16.1) on the Rockport Subdivision; Smithville (MP 69.2) to Sealy (MP 135.2) on the Smithville Subdivision; South Tower (MP 0.0) to Strang (MP 21.1) on the Strang Subdivision; Waco Junction (MP 842.1) to Smithville (MP 969.2) on the Waco Subdivision; Includes all Houston and San Antonio terminal operations. Includes Hillsboro, Gatesville, Sealy, Tyler, Huntsville, LeTourneau, Henderson, Booth Yard, Clinton, Bayport Loop, HL&P, Dart, Velsicol, Navigation, Barbours Cut, Seabrook, Katy Eureka, Columbia Tap, Arenal, Spence, Chesterville, Wharton, Popp, Georgetown, Bergstrom, Camp Stanley, Kerrville Industrial Leads.
- (13) **T&P Seniority Division:**  
Livonia (MP 114.8) to Willow Glen (MP 190.4) on the Alexandria Subdivision; West Bridge Junction (MP 10.5) to BNSF connection (MP 14.9) on the Avondale Subdivision; West Bridge Junction (MP 10.2) to Livonia (MP 114.8) on the Livonia Subdivision; Texmo Jct. (MP 195.7) to Waskom (MP 332.5) on the Reisor Subdivision; Riverfront Yard (MP 451.7) to East Cart (MP 445.3) on the Shreveport Subdivision.

Bryant Irvin (MP 251.6) to Benbrook (MP 254.5) on the Baird Subdivision; Red River (MP 656.15) to Roanoke (MP 737.6) and from Roanoke (MP 737.6) to Tower 55 (MP 754.4) on Main No. 2 and from Roanoke (MP 737.6) to Tower 55 (MP 755.5) on Main No. 1 on the Choctaw Subdivision; West Fort Worth (MP 251.8) to SP Jct. (MP 212.9) on the Dallas Subdivision; Purina Jct. (MP 611.9) to JFK Junction (MP 644.1) on the DFW Subdivision; Chico (MP 562.0) to North Tower 55 (MP 612.9) on the Duncan Subdivision; SP Junction (MP 261.2) to Ennis (MP 231.7) on the Ennis Subdivision; . South Tower 55 (MP F250.9) to Wrenn (MP 243.3) on the Ft. Worth Subdivision; Longview (MP 89.6) to North Texarkana (MP 488.7) on the Little Rock Subdivision; Longview (MP 89.6) to SP Jct. (MP 212.9) on the Mineola Subdivision; Texarkana Yard (MP 417.5) to Big Sandy (MP 525.1) on the Pine Bluff Subdivision; Waskom (MP 332.5) to Marshall Junction (MP 351.4) on the Reisor Subdivision. Benbrook (MP 254.5) to Sweetwater Depot (MP 447.8) on the Baird Subdivision; Sweetwater Depot (MP 447.8) to Sierra Blanca (MP 768.7) on the Sierra Blanca Subdivision. Includes Bayou Pierre, Dolet Hills, Shreveport, West Bank, Commerce, A&S Industrial Leads.

(c) The territories for System B&B Gang employees and System Hoisting Engineer Sub-department employees are as follows:

- (1) System B&B Gangs South: T&P, Palestine, DeQuincy, Del Rio and Kingsville B&B Seniority Divisions.
- (2) System B&B Gangs North: Arkansas, Illinois, Consolidated Seniority Division No. 1, Eastern, Kansas City Terminal, Central, Omaha and Division No. 4 B&B Seniority Divisions.

(d) Seniority in the Work Equipment Mechanic Sub-department is established on a district basis as follows:

- (1) Eastern District (Illinois, Consolidated Seniority Division No. 1 and Arkansas seniority divisions).
- (2) Western District (Eastern, Central, Omaha, Kansas City Terminal and Seniority Division No. 4 seniority divisions).
- (3) Old Texas Pacific District (New Orleans, Red River and Rio Grande seniority divisions).

With the exception of system operations, work equipment mechanic work on the Del Rio, Palestine, DeQuincy and Kingsville Seniority Divisions is assigned to employees represented by the IAM.

(e) Seniority in the Water Service Sub-department is established either on a division and district basis as follows:

- (1) Illinois Division (except Dolton Junction (MP16.7) to Thornton Junction (MP 20.1) on the Villa Grove Subdivision)
- (2) Consolidated Seniority Division No. 1

- (3) Arkansas Division.
- (4) Eastern Division.
- (5) Central Division.
- (6) Omaha Division..
- (7) Seniority Division No. 4 Division.
- (8) Old Texas Pacific District (New Orleans, Red River, Rio Grande seniority divisions excluding Big Spring (MP 512.0) to Sierra Blanca (MP 768.7) on the Toyah Subdivision .

Except as provided above, water service work on the Kansas City Terminal Del Rio, Palestine, DeQuincy and Kingsville Seniority Divisions is assigned to employees represented by the SMWIA.

(f) Seniority in the Welding Sub-department is established on a district or on a division basis as follows:

- (1) Eastern District (Illinois, Consolidated Seniority Division No. 1 and Arkansas seniority divisions).
- (2) Western District (Eastern, Central, Omaha, Kansas City Terminal and Seniority Division No. 4 seniority divisions).
- (3) Old Texas Pacific District (New Orleans, Red River and Rio Grande seniority divisions).
- (4) Del Rio Division.
- (5) Palestine Division.
- (6) DeQuincy Division.
- (7) Kingsville Division.

(e) Seniority in the Heavy Truck Sub-department is established on a system or on a district basis as follows:

- (1) Eastern District (Illinois, Consolidated Seniority Division No. 1 and Arkansas seniority divisions).
- (2) Western District (Eastern, Central, Omaha, and Seniority Division No. 4 seniority divisions).
- (3) Old Texas Pacific District (New Orleans, Red River and Rio Grande seniority divisions).
- (4) Southern Gulf District (Del Rio, Palestine, DeQuincy and Kingsville seniority divisions).

Heavy trucks assigned at Kansas City are assigned to employees represented by the IUOE.

(f) Except for the Heavy Truck, Bridge & Building and Hoisting Engineer Sub-departments, employees will use either division or district seniority dates (depending on the position advertised) in being assigned to System or Zone Gangs.

NOTE: The above territories and mileposts were obtained from Union Pacific current Timetables in effect as follows: North Little Rock Area Timetable #4 June 22,



2009; Houston Area Timetable #4 July 30, 2007; Kansas City Area Timetable #3 December 17, 2006; St. Louis Area Timetable #4 December 14, 2009); (Dallas – Fort Worth Area Timetable # 3 February 25, 2008; San Antonio Area Timetable #4 December 14, 2009; Sunset Area Timetable #2 October 31, 2007; and, Salina Area Timetable #3 December 17, 2006). #1, which became effective October 25, 1998. The above territorial descriptions include all yards, sidings, and industrial leads encompassed within them.

### **LEAVE OF ABSENCE OR ABSENCE ACCOUNT SICKNESS**

Rule 13. (a) Except in case of physical disability or extreme emergency, employees will not absent themselves from duty without authority from their immediate supervisor. Employees absent account physical disability may be required to furnish a certificate of such physical disability from a reputable doctor (a Hospital Association staff doctor if the Carrier so directs).

(b) When the requirements of the service will permit, an employee upon request may be granted a leave of absence for not to exceed 90 days in any 12-month period; except leaves for a greater period of time may be granted by agreement between the employee's supervisory officer and the General Chairman.

Leaves of absence for periods of ten days or less may be granted employees by their direct supervisor and need not be in writing. Leaves of absence for periods in excess of ten (10) days must be in writing.

(c) No employee will be granted a leave of absence or be permitted to lay off for the purpose of engaging in outside employment or business without first securing formal leave and such leave will not be granted except by agreement between the Carrier Officer authorized to grant leaves and the General Chairman.

(d) Employees who are granted formal leaves as provided herein and who do not report on or before the first work day following the termination of their leave of absence will lose their seniority, except in case the employee furnishes satisfactory evidence that he was unavoidably delayed. When returning from absence from any cause such employee will be required to notify his employing officer not later than the end of the work day prior to the day he expects to go to work.

(e) An employee may return to work prior to the expiration of his formal leave of absence provided three (3) calendar days written advance notice is given his immediate supervisor with copy to the General Chairman.

(f) An employee returning to service after an absence of more than ten (10) days may, if he so desires, exercise displacement rights over junior employees assigned to positions bulletined during his absence, but such election to exercise seniority must be made within three days after his return to service. In the event the former position of the employee returning has been abolished, or a senior employee has exercised displacement rights thereon, the returning employee will be governed by the provisions of Rule 2 in the exercise of his seniority.

## **ABSENCE WITHOUT AUTHORITY**

Rule 14. (a) Employees who are continuously absent without authority from their position for a period of thirty (30) or more calendar days may be treated as having resigned and their names removed from the seniority roster.

(b) Before an employee is considered as having resigned and his name removed from the roster, the employee will be notified at his last known address by Certified Mail - Return Receipt Requested that failure to return to service or show cause within seven (7) calendar days of receipt of the letter will be treated as a voluntary resignation and his name removed from all seniority rosters. A letter mailed to the last address of record with the Carrier will be considered delivered. A copy of such letter will be sent to the General Chairman.

(c) If the employee responds to such letter within the time specified, the Carrier will have the option of allowing the employee to return to service for good cause shown or citing him for formal investigation under the provisions of Rule 21 (Discipline and Investigations) of this Collective Bargaining Agreement.

(d) If the employee does not respond within the time specified, he will be considered as having resigned and his name removed from all seniority rosters.

## **TRANSFER AND TEMPORARY SERVICE**

Rule 15. (a) Employees or gangs temporarily transferred by direction of management, due to emergency conditions, from one seniority district to another will retain their seniority rights on the district from which transferred. An emergency condition is where forces are temporarily employed for emergency work incidental to wrecks, washouts, landslides, fires, inclement weather and similar disasters where the Carrier's operation is interrupted in whole or in part.

(b) Employees assigned to temporary service will, when released, return to the position from which taken without loss of seniority.

## **COMBINING AND REALIGNING SENIORITY DISTRICTS**

Rule 16. (a) The Carrier will give at least thirty (30) days written notice to the affected employees and the General Chairman of its desire to combine or realign seniority districts, including all Carriers under the control of Union Pacific, specifying the nature of the intended changes. The protection of the Surface Transportation Board will continue to apply to all such combinations or realignments.

(b) If the parties are unable to reach agreement within ninety (90) calendar days from the serving of the original notice, either party may submit the matter to final and binding arbitration pursuant to the provisions of Article XVI of the Imposed Agreement of

July 29, 1991.

## **EXPENSES – EXERCISE OF SENIORITY**

Rule 17. Employees accepting a position, in the exercise of their seniority rights, will do so without causing extra expense to the railroad.

### **ACCEPTING OFFICIAL POSITIONS**

Rule 18. (a) An employee of the railroad, covered by this Agreement, accepting service of the Union Pacific Corporation and its subsidiaries in an official or subordinate official capacity, transfers to supervisory positions that are represented by either The American Railway and Airway Supervisors Association or the Railway Yardmasters of America, or the Brotherhood of Maintenance of Way Employees in an official capacity will retain his seniority rights, and for a period of six (6) months to the position which he vacates, and thereafter may displace any junior employee pursuant to Rule 13 (f) provided such rights are asserted within thirty (30) days after leaving such official position.

- (b) (1) All employees promoted to official, supervisory, or excepted positions (including those transferred to Yardmaster and ARASA supervisory positions) on or after October 17, 1986, from crafts or classes represented by the Brotherhood of Maintenance of Way Employees will be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent will be given a written notice by the General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
- (2) Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by the Brotherhood of Maintenance of Way Employees will retain their current seniority but will be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

(c) Effective January 1, 2002, a full time official of the Brotherhood of Maintenance of Way Employees who returns to active service with an employing Carrier shall receive credit, for the purpose of the continuous service qualification requirements for an annual vacation under applicable vacation rules, for all service time as a full time BMWWE official while on leave from the employing Carrier.

## **PROMOTION**

Rule 19. (a) Promotions will be based on ability, merit and seniority. Ability and merit being sufficient, seniority will prevail. Except for specialized jobs, described below, the word

“seniority” as used in this Rule means:

1. First, seniority in the class in the sub-department on the home division (or district, as applicable) in which the assignment is made;
2. Second, seniority in the lower classes, respectively, in the same sub-department in the order in which they appear on the seniority division (or district, as applicable) roster.
3. Third, the earliest established M of W seniority date in another sub-department on the home division (or district, as applicable).

(b) For positions of Foreman, Assistant Foreman (System Crews), Tamper Operator, Crane Operator (except for tie cranes), Welder and Restricted Positions, positions not bid by the senior qualified employee in the classification on the division will be filled in the following manner:

1. The junior qualified employee\* with classification seniority on the home division (or district, as appropriate) who is furloughed will be assigned pursuant to Rule 20.
2. The junior qualified employee\* with classification seniority on the home division (or district, as appropriate) who is working in a lower classification will be assigned pursuant to Rule 20; or the Carrier may fill the job by following the process in (a) above.

\*NOTE: The phrase “the junior qualified employee” is singular, not plural.

An unqualified employee awarded a position under the provisions of this section (b) will not be allowed to bid off the position for twelve (12) months, except to bid to a position in a higher classification.

(c) If the position is not filled by an employee from the home division (or district, as appropriate) and there are no qualified division (or district, as appropriate) employees furloughed (or working in a lower classification for specialized jobs), the following will apply:

1. Employees with the earliest established M of W seniority date in the class, then lower classes in that sub-department.
2. Employees with the earliest established M of W seniority date in another sub-department.

(d) If required, the successful applicant will be given equal and fair instruction and training up to a period of thirty (30) days depending on the position in order to become qualified for the position.

Employees accepting promotion and failing to qualify within thirty (30) days may return to their former positions without loss of seniority. If the position is no longer available, the employee will exercise seniority as outlined in Rule 2.

(e) Employees entitled to promotion will be given consideration before hiring new men. Employees declining promotion will not lose their seniority.

(f) An employee exercising seniority will be permitted, on written request to his immediate supervisor on the form provided herein (Appendix 20), copy to the General Chairman, or may be required, to give reasonable, practical demonstration of his qualifications to perform the duties of the position. If management determines that the employee is not qualified, the employee may request a conference through the General Chairman or other officer of the Organization. Such request must be made to the appropriate Company Manager within twenty (20) calendar days of the disqualification. Conference will be promptly held, with a written decision being issued to the employee. If the employee is dissatisfied with the decision, the disqualification may be submitted as a claim or grievance under the provisions of Rule 22.

(g) An employee who has been disqualified from a position may bid on the same position after a period of one hundred eighty (180) calendar days. Management will assist the employee in his second thirty (30) day attempt to qualify. After a second disqualification for the same position or type of equipment, the employee can only be awarded the same position with the approval of the Manager to whom the position will report.

### **ADVERTISEMENT OF POSITIONS**

Rule 20. (a) New positions and vacancies will be advertised promptly and in any case not later than ten (10) days following the establishment of the position or date the vacancy occurs. If a vacancy is created by reason of a regularly assigned employee's absence due to sickness or injury, or authorized leave of absence and is known to be of thirty (30) days or more duration will, if filled, be advertised and assigned as a permanent position with the following understandings:

- (1) If the position is filled through the advertisement and assignment process, employees who return to service within sixty (60) days from when the vacancy was created will be allowed to return to his former position regardless of seniority.
- (2) If an employee exercises his seniority in accordance with this rule, he will be treated as if occupying his former position for displacement purposes.

When more than one vacancy or position exists and are advertised at the same time, employees will have the right to bid on all such positions, stating their preference.

The foregoing paragraph of this Rule 20 (a) does not nullify the provisions of Rule 13 with respect to the rights of an employee returning following an absence.

(b) When vacancies advertised under this Rule are not filled by reason of no bids under Rule 20, the position will be filled in the following order:

- (1) appointment of the junior unassigned qualified employee\* in that classification holding seniority rights (see Rule 2(g));

- (2) appointment of the junior qualified employee\* holding seniority rights, from the next lower classification (see Rule 2(f)); or
- (3) the hiring of a new employee

\*NOTE: The phrase "the junior qualified employee" is singular, not plural.

When a position is thus filled it will be done by assignment bulletin in the same manner as is done when it is filled with an employee bidding on it in response to an advertisement. The assignment will indicate that such assignment is being made by reason of no bids having been received. The employee so assigned, if he does not already have seniority in that seniority classification, will establish seniority in the classification embracing the position to which he is assigned dating from the date his pay starts on such position. This in no way affects the rights of the Carrier or the employees insofar as filling temporary vacancies and filling vacancies pending expiration of bulletin as provided in these Rules.

(c) Promotions to new positions or to fill vacancies will be made after telephonic notice of the new positions or vacancies have been aired for a period of ten (10) days, during which time employees may record their bids through the telephonic bidding process. Once the advertisement period has closed, employees will not be allowed to withdraw their application for a position. The appointment will be made known through the telephonic bidding process before the expiration of twenty (20) days from the date of the advertisement and the name of the employee selected will be announced in the same manner the position was advertised. The General Chairman, Vice General Chairmen, and District Chairmen will be promptly furnished a written outline of all advertisements as well as a written outline of all assignments which will include a listing of the names and seniority dates of all employees having recorded a bid on the particular position.

(d) When an employee is assigned to a position per paragraph (c), he will be permitted to transfer to his new position as soon as provision can be made for his release but in no event will he be held for more than twenty (20) days.

(e) When a relief bridge tender's or water service foreman's position extends over more than one operating division and is bulletined under the provisions of Rule 20, such position will be advertised to either the bridge tender or water service employees on the applicable seniority territories. The assignments to such positions will be made in line with the provisions of Rule 19, however, seniority established on one division will not be considered in making an assignment to a position when such position will work on more than one operating division. (Water service foreman position is not applicable on Texas District).

(f) The Carrier will make available to the employees a sufficient number of toll free telephone numbers to allow all employees equal access to the recording devices that will be utilized to process advertisements and assignments in all seniority classes.

## **RESTRICTED POSITIONS**

Rule 21.

(a) Restricted Positions: The following types of equipment have been identified as restricted positions that the Carrier desires employees to remain with for an extended period of time. In addition these positions will be bulletined and advertised on the bid lines as a "Restricted Position".

- (1) BUC Undercutter
- (2) Continuous Action Tampers
- (3) Mobile Electric Flash Butt Welder (Holland, Chemtron,. Plasser, etc)
- (4) Brandt Power Unit
- (5) Track Finishing Machine
- (6) Ballast Vacuum Excavator
- (7) Tie Laying Machine
- (8) Crawler Hoe Excavator
- (9) Tracker Tie Unloading Machine

(b) The rate of pay for the restricted positions identified in Section (a) will be \$25.29 per hour and will be subject to subsequent wage and cost of living allowance increases. Restricted positions pursuant to Section (a) will be compensated an additional allowance of \$1.50 per hour above their hourly rate, not subject to subsequent wage and cost of living allowance increases.

(c) The Carrier may assign a maximum of ten (10) positions to work in support of the restricted positions listed in Section (a). Such support positions will also be restricted and subject to the provisions of this Agreement. If Carrier elects to assign additional support positions to the positions listed in Section (a), such positions will be compensated an additional allowance of \$1.50 per hour above their hourly rate, not subject to subsequent wage and cost of living allowance increases. If the Carrier desires to designate more than ten (10) restricted support positions, agreement must be obtained from the General Chairmen.

(d) An employee assigned to a restricted position will remain on the position for a minimum of six (6) months and will not be allowed to apply for bulletined assignments. An employee bidding away from such position after the completion of the six (6) month period will be released within twenty (20) calendar days. If the new incumbent to the restricted position is already qualified the release will coincide with the new incumbent's arrival. An employee assigned to a restricted position may bid to other positions while in his/her six (6) month restricted period as long as the effective date of such position is subsequent to the end of the employees' six (6) month restricted period.

(e) An employee assigned to a restricted position who is recalled to a higher class will not be required to respond to recall in order to retain seniority in the higher class. Only a qualified senior employee who has been displaced from a restricted position or whose restricted position has been abolished may displace an employee assigned to a restricted position.

(f) Release from a restricted position prior to the completion of the six (6) month period will be allowed for documented hardship reasons that involve the personal health of the employee, the personal health of an immediate family member, or other extenuating

reasons. The employee's Director or his designee and the employee's General Chairman will have to agree to such a release. An employee granted a hardship release will be allowed to exercise seniority rights pursuant to the terms of the Collective Bargaining Agreement.

(g) All restricted positions will be bulletined in accordance with the applicable rules of the Collective Bargaining Agreement dated January 1, 2011, as amended. The bulletin will identify it as a "restricted position(s)".

(h) Employees will not be required to exercise their seniority to a restricted position to retain their seniority or to protect any benefits derived from the February 7, 1965 Agreement unless such protection was established on a restricted position.

## **DISCIPLINE AND INVESTIGATIONS**

Rule 22. (a) (1) An employee who has been in service more than sixty calendar (60) days whose application has not been disapproved will not be dismissed or otherwise disciplined until after being accorded a fair and impartial hearing. The Carrier will make every effort to schedule and hold a formal investigation under this rule within thirty (30) calendar days from date of occurrence to be investigated except as herein provided or from the date the Carrier has knowledge of the occurrence to be investigated.

(2) When employees are offered discipline pursuant to paragraph (g) of this rule, such employees will either accept or reject the offer within fifteen (15) calendar days from the date of receipt of the letter of charges. Discipline will be considered accepted if formal rejection is not received within fifteen (15) calendar days from the date of receipt of Carrier's letter. When discipline is rejected, Carrier will make every effort to schedule and hold a formal hearing within fifteen (15) calendar days from the date of receipt of rejection, and hearings held outside the thirty (30) calendar day period referred to above will not be a violation of this rule.

(b) Formal investigation may be postponed or time limits referred to herein extended by mutual agreement between the Carrier and the employee or his representative.

(c)(1) Prior to the investigation, the employee alleged to be at fault will be apprised in writing of the precise charges sufficiently in advance of the time set for the investigation to allow reasonable opportunity to secure a representative of his choice and the presence of necessary witnesses. The General Chairman will be furnished a copy of the charges brought against an employee.

(2) Investigations will be held at such location and time as to cause a minimum of loss of rest or work time. When necessary to secure the presence of witnesses or representatives not immediately available, reasonable postponement at the request of either the Carrier or employee or his duly authorized representative will be allowed. Investigations postponed under this provision and held outside the thirty (30) calendar day period referred to in (a) will not be a violation of the rule.



(d) The right of an employee to be represented at the investigation by another employee covered by this Agreement or duly authorized representatives of the Brotherhood of Maintenance of Way Employees, but not otherwise, is recognized.

(e) A decision based upon evidence presented at the investigation will be rendered in writing. The Carrier will make every effort to render such decision within twenty (20) calendar days following the date the investigation is concluded. A transcript of the investigation, which will include all statements, reports and information made a matter of record at the hearing, will be provided the charged employee, his representative at the investigation, and his General Chairman on the same date the decision is sent to the charged employee.

An employee disciplined and who is dissatisfied with the decision rendered in his case may, within sixty (60) calendar days from the date of the decision following the investigation present an appeal in writing personally, or through his representative, to the highest officer designated by the Management to handle such matters. A decision will be rendered by the highest designated officer within sixty (60) calendar days of the postmark of the appeal letter. Conference to discuss such appeal and decision will thereafter be held. It is understood by all parties that this expedited appeal system is only applicable to discipline claims.

All claims or grievances involved in a decision by the highest designated officer will be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.

(f) If the charges against the employee are not sustained, the record of the employee will be cleared and if suspended or dismissed, the employee will be returned to his former position and reimbursed for any net loss of compensation incurred in connection therewith.

(g) Except as otherwise provided herein, an employee may waive in writing the right to a hearing and accept the discipline proposed, which will then be levied against the employee's discipline record. An employee will be afforded a reasonable opportunity to consult with his duly authorized representative before signing any waiver. When a waiver is utilized, it will not be necessary to further advise the employee that discipline has been assessed. Signed waiver will be placed on the employee's discipline record, and a copy thereof will be furnished the charged employee and the General Chairman.

(h) If a decision results in suspension, it will become effective as promptly as necessary relief can be furnished, and if the employee is called back to service prior to completion of the suspension period, any portion of the suspension that is not served will be cancelled. Employees suspended from service will return to the position last held unless acquired by a senior employee as a result of the exercise of seniority, in which event the suspended employee will exercise seniority pursuant to the applicable provisions of this Agreement.

(i) It is understood that nothing contained in this rule will prevent an employee being suspended from service pending formal investigation where serious or flagrant violations of Carrier rules or instructions are apparent. In such cases, the Carrier will make every effort to schedule and hold a formal investigation within twenty (20) calendar days of the date the employee is suspended, and render a transcript and decision within twenty (20) calendar days following the date the hearing is concluded.

### **TIME CLAIMS AND GRIEVANCES**

Rule 23. (a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the Officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim grievance be disallowed, the carrier will, within sixty (60) days from, the date it is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance will be allowed as presented, but this will not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier will be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter will be considered closed, but this will not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b) of this Rule, pertaining to appeal by the employee and decision by the Carrier, will govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer will be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group, or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period referred to herein.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby will, under this Rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim will be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost will be sufficient.

(e) This Rule recognizes the right of representatives of the Organization, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.

(g) This Rule will not apply to requests for leniency.

(h) The foregoing sections of this Rule 23, making provision for formal presentation of claims and grievances and setting up certain limits of time for progression of same on appeal, are not intended to do away with the practice of employees or their duly accredited representative to handle minor grievances with their immediate supervisor, but if not disposed of at that level and the employee or the duly accredited representative desires to formally present a time claim or grievance, the same must be done in accordance with paragraph (a) of this Rule 23 to the official of the Carrier designated to receive time claims or grievances.

(i) In the handling of time claims and grievances if there are disputed facts either party may make a request for a joint statement of facts and every effort will be made to jointly agree on a statement of facts and a record will be made of the same.

### **EMPLOYEES SERVING ON COMMITTEES**

Rule 24. Employees serving on committees, on sufficient notice, will be granted leave of absence for the adjustment of differences between the railroad and its employees.

### **EMPLOYEE INFORMATION**

Rule 25. The Carrier will provide each General Chairman with a list of employees who have been hired or terminated, their home addresses, and the employees' identification numbers. This information will be limited to the employees covered by the Collective Bargaining Agreement of the respective General Chairman. The data will be supplied within thirty (30) days after the month in which the employee is hired or terminated. When the Carrier cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairmen.

### **WORK WEEK**

Rule 26.

Note: The expressions "positions" and "work" used in this Rule refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

(a) GENERAL - Subject to the exception contained in this Agreement, the Carrier will establish a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Carrier's operational requirements: so far as practicable the days off will be Saturday and Sunday. The foregoing Work Week Rule is subject to the following provisions:

(b) FIVE-DAY POSITIONS. On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(c) SIX-DAY POSITIONS. Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) SEVEN-DAY POSITIONS. On positions which have been filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) REGULAR RELIEF ASSIGNMENTS. All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement

Assignments for regular relief positions may on different days include different starting times, duties, and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties, and work locations of the employee or employees whom they are relieving.

(f) DEVIATION FROM MONDAY- FRIDAY WEEK. If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (b) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary. If the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the Rules Agreement.

(g) NON-CONSECUTIVE REST DAYS. The typical workweek is to be one with two (2) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met, which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure will be used:

- (1) All possible regular relief positions will be established pursuant to this Section 1, paragraph (e).

- (2) Possible uses of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans, which may be suggested by either of the parties, will be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
- (6) If after all the foregoing has been done there will remain service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh day at overtime rates and thus withhold work from additional relief men.
- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the Rules Agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

(h) **REST DAYS OF EXTRA OR FURLOUGHED Employees.** To the extent extra or furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) **BEGINNING OF WORK WEEK** The term "work week" for regularly assigned employees will mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees will mean a period of seven (7) consecutive days starting with Monday.

(j) **WORK ON UNASSIGNED DAYS.** Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.

## ALTERNATIVE WORK WEEK AND REST DAYS

Rule 27. (a) The Carrier may establish by bulletin production crews (including locally based supporting forces) with a work week consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days will be either a Saturday or a Sunday, and both weekend days will be designated as rest days where there is no need for weekend work.

(b) The Carrier may establish by bulletin gangs with a work week consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed workweek will include either Saturday or Sunday. However, where there is no need for weekend work, production crews will be given both weekend days as rest days.

Note: Work week schedules under this Rule are subject to Rule 28 (d) and (e).

(c) (1) Rules in effect covering payment for service performed on rest days will apply.

(2) Rules in effect covering payment for the performance of all overtime work other than on rest days is amended to the extent that employees assigned to work as provided in paragraph (a) of this Rule will be compensated at the overtime rate for work performed in excess of ten (10) hours on an assigned work day, except as provided in paragraphs (d), (e), and (f) of this Rule.

(i) If the work week is Monday through Thursday and one of the recognized holidays provided for in Rule 31 (Holiday Pay) of this Agreement occurs on Monday or Thursday, employees assigned to work such work week will work ten (10) hours and forty (40) minutes on the three remaining work days of that work week at the straight-time rate of pay.

(ii) Employees who qualify for holiday allowance under existing rules will be paid eight (8) hours at the straight time rate for such holiday.

(iii) If one of the recognized holidays provided for in Rule 31 of this Agreement occurs on Tuesday or Wednesday, employees assigned to such work week will observe Thursday as the holiday and will work ten (10) hours and forty (40) minutes on the three remaining work days of that work week at the straight time rate of pay. Employees who qualify for holiday allowance under existing rules will be allowed eight (8) hours at the straight time rate for Thursday observed in lieu of the holiday.

(d) If employees assigned to a four (4) day week provided for in this Rule are

required to work on a recognized holiday for which no other day is substituted, or is required to work on a day substituted for a recognized holiday, they will be compensated for such service at the time and one half rate in accordance with existing rules in addition to the holiday pay if qualified.

(e) There will be no change in rules applicable to holidays occurring on rest days of employees assigned to service pursuant to the provisions of this rule.

(f) For vacation qualifying purposes, employees assigned to a four (4) day workweek as provided for herein will be allowed credit of one and one-quarter (1.25) days for each day worked during the calendar year.

(g) Employees absent on vacation for which qualified during the period the gang to which assigned is working a four (4) day work week, as provided for in this Rule, will be compensated while on vacation on the basis of ten (10) hours per day at the pro rate and one and one-quarter (1.25) days charged against the number of vacation days to which entitled.

### **CONSECUTIVE COMPRESSED HALF WORK PERIODS**

Rule 28.(a) The Carrier may establish by bulletin gangs with an alternative work period of a consecutive compressed half work period. The consecutive compressed half will consist of consecutive workdays that may be regularly assigned with eight (8) or more hours per day (i.e. 8, 9, 10, 11, or 12 hour workdays) and accumulated rest days, with the preference being 10 or more hour workdays except in cases of operational necessity. The Carrier will provide written notice to the appropriate General Chairmen with a description of the operational necessity requiring the eight (8) or nine (9) hour workday schedule. The consecutive compressed half will commence on the first calendar day of the payroll period with scheduled work days followed by consecutive accumulated rest days (T1 schedule) or will begin with consecutive accumulated rest days followed by scheduled work days (T2 schedule). The consecutive compressed half arrangement will equal the number of hours worked as if the assignment was for a normal half with 8-hour workdays. Accumulated rest days for employees assigned to a gang working a consecutive compressed half arrangement will consist of the remaining days in the payroll period. The work days and rest days of the consecutive compressed half work period may be scheduled on a non-consecutive basis for holidays or governmental regulations.

(b) Where it would be required to work a fraction of a day on a consecutive compressed work period arrangement under (a) or (b) in order to equal the number of hours in the period, respectively, the remaining hours will be distributed and worked throughout the compressed work period unless agreed to work a partial day at the end thereof.

(c) Employees working a compressed work period under paragraph (a) will have their workdays and rest days set forth in writing a minimum of five (5) workdays in advance of the beginning of the consecutive compressed half work period arrangement and said written notice will be posted at convenient locations accessible to the employees affected.

(d) Temporary change of schedule

Employees assigned as local supporting crews to a production gang or employees working within the window of a production gang assigned to a consecutive compressed half work period may have their work week schedules changed with seven (7) calendar days' notice (with a copy to the appropriate General Chairmen) for the duration of the project. Notice will include information about the project schedule and when the employees will be returned to their regular work week schedule and shift. The intent of the schedule change is to take advantage of the track curfew and will not result in less than a 40 hour work week and will provide appropriate rest.

Example: The calendar below illustrates the application of this Rule when a local gang working a Monday through Friday eight (8) hour day schedule is assigned to provide support for a production gang working a compressed T1 schedule for one (1) payroll half. The local gang is afforded rest days on the first two days of their normal work week (Monday and Tuesday). The local gang then works the T1 schedule of the production gang, in this example eight (8) days of eleven (11) hours each, due to an eighty-eight (88) hour payroll half. As the project is completed, the local gang then returns to its schedule on the following Monday, after observing four (4) rest days.

The local gang is compensated forty (40) straight-time hours as required in Rule 25, Work Week, and four (4) overtime hours to compensate for the additional time worked in the week.

Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hours
29 REST	30 REST	31 REST	1 11 HRS	2 11 HRS	3 11 HRS	4 11 HRS	40 ST 4 OT
5 11 HRS	6 11 HRS	7 11 HRS	8 11 HRS	9 REST	10 REST	11 REST	40 ST 4 OT
12 REST	13 8 HRS	14 8 HRS	15 8 HRS	16 8 HRS	17 8 HRS	18 REST	40 ST

In this example, notice would have been given at least by the 23<sup>rd</sup> of the prior month (seven (7) days prior to the change of schedule).

(e) Regular change of schedule

Employees assigned by bulletin to a consecutive compressed half work period may have their work period changed by Notice from the Carrier from a T-1 to a T-2 schedule or vice versa or changed from a consecutive compressed half work period to either a 4-10 or 5-8 work week arrangement or vice versa. For changes from a compressed half work period, the notice shall be at least from the beginning of the payroll period prior to the schedule change. For changes from a work week arrangement, the notice shall be at least from the beginning of the work week prior to the schedule change. Such change will be in effect for a minimum of a payroll period. An employee who has their work period rearranged in this manner will have the privilege of exercising seniority in accordance with Rule 2, upon written notification to his Manager within three (3) calendar days of the notice. The employee may rescind his decision by written notice to the Manager prior to the end of



the work cycle. Such exercise of seniority will be granted at the end of the payroll period or work week just prior to the change in schedule.

(f) Rules in effect covering payment for service performed on rest days will apply to those accumulated rest days provided within this rule.

(g) Except for any distributed hours provided for in paragraph (c), time worked prior to or after the assigned daily hours will be paid at the overtime rate in accordance with the overtime provisions of the Agreement.

(h) Observance of holidays will be handled as follows:

(1) Unless agreed otherwise by a majority of the gang members and the appropriate Manager, if a holiday falls on a Monday, Tuesday, Wednesday, Thursday, Friday or Sunday, the holiday will be observed at the end of the compressed work period and the amount of service hours ordinarily scheduled in line with the terms of this Agreement will be reduced by eight (8).

(2) If a holiday falls on a Saturday, there will be no reduction in the amount of service hours ordinarily scheduled in line with the terms of this Agreement.

(3) With a signed election in writing by a majority of the employees subject to a compressed work period arrangement defined under paragraphs (a) and (b) and with the concurrence of the Manager, accumulated rest days provided herein may be used for workdays to make up time and observe the Thanksgiving and Christmas holidays, but not limited to these holidays, on their normal observed days. Under this same approval process, rest days may be worked in exchange for time off on workdays immediately preceding and/or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate. New Year's Day will not be subject to the provisions of this Rule. Employees however will be permitted to return to the gang on the day following the day New Year's Day holiday is observed. The work period will be extended one additional day to accommodate such travel.

(4) Employees who qualify for holiday allowances under existing rules will be compensated eight (8) hours at the straight time rate for the holiday involved.

(5) If required to perform service during the hours at the end of the compressed work period observed as the holiday, employees will be compensated at the overtime rate.

(i) For vacation qualifying purposes, employees assigned to a compressed work period arrangement as provided herein will be allowed credit for each day worked during the calendar year as follows:

Work Hours	Credit
8	1

9	1.125
10	1.25
11	1.375
12	1.5

(j) Where the hours of the fraction of a day contemplated in paragraph (c) of this Agreement are distributed throughout the compressed work period, there will be no additional vacation credit allowed. If at the end of the calendar year an employee's vacation qualifying days would be adversely affected as a result of this provision, upon presentation of proof of an adverse impact, vacation qualifying days will be adjusted accordingly.

(k) Employees who observe their vacation while assigned to a gang working a compressed work period arrangement will be compensated on the basis of the gang's regular assigned hours, at the pro rata rate and will be charged the number of vacation days based upon the ratio in paragraph (g).

(l) Due to the unique circumstances involved with working a compressed half arrangement, meal periods will be observed as follows:

(1) Regular Meal Periods – Regular Meal Periods will be observed at the work site or another convenient location between the beginning of the fifth hour and the beginning of the seventh hour after the assigned starting time. The meal period will not be less than thirty (30) minutes not more than one (1) hour. The meal period may be accorded the employees individually or collectively as a gang.

When Regular Meal Period is Not Observed - It is the intent of this rule to allow the employees a meal period at the designated time. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, it will be paid for at the pro rata rate and the affected employees will be allowed a meal period of at least twenty (20) minutes with pay in which to eat at the first opportunity. If the twenty (20) minute meal period is not afforded within the regular hours of assignment, the meal period will be paid for at the overtime rate.

(2) Additional Meal Period – If the work of the employees is to be continued beyond the 13th hour after the assigned starting time, the employees will be accorded a meal period with pay commencing with the 14th hour. The meal will be paid for and provided by the Carrier. Subsequent meals and meal periods provided by the Carrier, will be allowed at intervals of not more than six (6) hours computed from the end of the last meal period allowed. In the event a meal period is not afforded at the designated time, the employees will be compensated at double their existing rate of pay from that time until such time as they are accorded a meal period; there will, however, be no compounding of the penalty payments provided herein.

(m) Should any disputes arise regarding the application of this Agreement, the General Chairman and the designated Labor Relations officer will meet in an attempt to resolve any and all issues.

(n) The provisions of the rule apply to a gang as a whole and not individual employees and is designed to improve productivity, and the composition of employee's rest hours to afford employees a greater opportunity for extended visits to their homes. No claims will be filed on behalf of any employees subject to this rule. Except as provided herein, existing practices, understandings, or any other agreements regarding the assignment of work periods are not modified.

## **HOURS OF SERVICE OVERTIME AND CALLS**

Rule 29. (a) Except as otherwise provided in these rules eight (8) consecutive hours, exclusive of the meal period, will constitute a day's work.

(b) Except by mutual agreement between the signatories hereto representing the Carrier and the employees, the hours of service of employees covered by this Agreement will not be reduced below the actual number of hours constituting the regular week day assignment for five (5) days per week to avoid making force reductions.

(c) Except as provided in paragraph (d) of this Rule, when less than eight (8) hours are worked for convenience of employees, or when regularly assigned for service of less than eight (8) hours on their rest days and holidays for which service employees are compensated for service performed under paragraph (j) of this Rule, or when due to inclement weather interruptions occur to regular established work period preventing eight (8) hours' work only actual hours worked or held on duty will be paid for.

(d) Regular track men and members of B&B gangs not in outfit cars, will report at usual starting time and place for the day's work unless notified prior to regular starting time of the day's work of conditions preventing work being performed that day. If not so notified and employees report for work, they will be allowed a minimum allowance of three (3) hours pay at pro rata rate. If held on duty over three (3) hours, actual time so held will be paid for.

When an employee is working an alternative work week or consecutive compressed half work period, the employee will receive 3/8s of the scheduled workday. For example, if the employee is scheduled to work a 12 hour day, and the employee reports but is not permitted to work, he will receive 3/8s of 12 hours, which is 4.5 hours at the pro rata rate.

(e) Employees whose regular assignment is less than three (3) hours are not covered by this Rule. (This paragraph is to cover regular assignments such as care of switch lamps or other duties requiring short periods on Sundays or other days for special purposes.)

(f) Time worked preceding or following and continuous with a regular assigned eight (8) hour work period will be computed on actual minute basis and paid for at time and one-half rate up to and including the 16<sup>th</sup> hour of continuous hours of work and at double-time rate computed on the actual minute basis after the 16<sup>th</sup> continuous hour up to and including the 24<sup>th</sup> hour computed from starting time of the employee's regular shift. If held in continuous service after the initial 24-hour period, time worked in excess thereof will be computed on an actual minute basis and paid at rate of time and one-half for all time

worked from ending of the initial 24<sup>th</sup> hour to the 40<sup>th</sup> hour inclusive at rate of time and one-half and at rate of double time computed on actual minute basis for all time worked beginning with the 41<sup>st</sup> hour to and including the 48<sup>th</sup> hour and thereafter time and one-half or double time for each succeeding 24-hour period on the same basis as heretofore indicated for the second 24-hour period until relieved for rest.

Work in excess of forty (40) straight-time hours in any workweek will be paid for at one and one-half times the basic straight-time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rules 27 or 28 of this Agreement.

Employees worked more than five (5) days in a work week will be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work week except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Rules 27 or 28 of this Agreement.

There will be no overtime on overtime; neither will overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor will time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations' leading to overtime.

(g) Except as provided in paragraph (j) of this Rule, employees will be allowed time and one-half time on a minute basis for service performed continuous with and in advance of regular work period.

(h) Employees will not be required to suspend work during any regular assigned workday period for the purpose of absorbing overtime.

(i) Where special work is done outside of regular work period and extra compensation agreed upon, overtime will not apply.

(j) Employees notified or called to perform work before or after but not continuous with the regular work period will be allowed a minimum of two hours and 40 minutes (2' 40'') pay at time and one-half rate for two (2) hours and 40 minutes (2' 40') work or less. If held on duty in excess of two (2) hours and 40 minutes (2' 40''), the provisions of the first paragraph of paragraph (f) of this Rule will apply.

### **REST DAY AND HOLIDAY SERVICE**

Rule 30. (a) Except as otherwise provided in this Rule, employees who are required to work on their rest days and the following holidays - namely New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve (day before Christmas Day is observed), Christmas Day,

and New Year's Eve (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by Proclamation, will be considered a holiday) will be compensated therefor at the rate of time and one-half with a minimum of two (2) hours and 40 minutes (2' 40"), as provided in Rule 29 (j).

(b) A relief employee working in the place of a regular employee on the latter's assigned rest days will be paid therefor at the straight-time rate, except that such relief employee, if worked on a designated holiday, will be compensated therefor at the rate of time and one-half with a minimum of two (2) hours and 40 minutes (2' 40"), as provided in Rule 29 (j).

(c) Where rest days are being accumulated under Rules 26 (g), work on rest days will be paid for at the pro rata rate, however, if work is performed on a designated holiday the employee will be paid at the rate of time and one half with a minimum of two (2) hours and forty (40) minutes (2' 40"), as provided in Rule 29 (j) of this Agreement.

### **HOLIDAY PAY**

Rule 31. (a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned hourly and daily rated employee will receive eight hours pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (Day before Christmas Day is observed)  
Christmas Day  
New Year's Eve

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in paragraph (b) hereof, all others who have been employed on hourly or daily-rated positions will receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him for each of the above identified holidays if the holiday falls on a work day of the work week as defined in paragraph (b) hereof, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30-calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60-calendar days or has 60-calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation for cause, retirement, death, noncompliance with a Union Shop Agreement, or disapproval of application for employment.

The provisions of this paragraph (a) and paragraph (b) hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

Note: This Rule does not disturb agreements or practices now in effect under which any other day is substituted or observed In place of any of the above enumerated holidays.

(b) A regularly assigned employee will qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days will be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek will be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in paragraph (a) hereof will qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

Note: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of paragraph (a), the work-week for other than regularly assigned employees will be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical workweek is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week will be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week will be considered the workday immediately preceding the holiday.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this Rule.

Note 1: The will of the gang will be determined from written applications made by the individuals thereof to the supervisor in charge. In the event the employees making such applications constitute a majority of the total number in the gang all members of the gang will observe the holiday on Friday. If the employees making such applications do not constitute a majority, the entire gang will observe the holiday in accordance with provisions of the basic agreements.

Note 2: In the event the gang chooses to observe Friday as the holiday, the workdays for determination of qualification for holiday pay under paragraph (b) of this rule will be the Thursday immediately preceding the Friday so observed and the following Monday.

Note 3: In the event any member of a gang which chooses to observe Friday as the holiday pursuant to this rule is required to work on such Friday, he will be paid for such work in accordance with the provisions of paragraph (a) above as though Friday was the holiday specified in this Rule.

Note 4: The option outlined in the foregoing will not be available when the gang is engaged in work in collaboration with other classes of employees, such as signalmen, section forces and train crews not subject to this Agreement.

Note 5: This note also will apply to welders and welder helpers who are required to work away from their point of residence.

### **STARTING TIME**

Rule 32. Regular assignments, except as otherwise provided, will have designated headquarters and will have a fixed starting time. The starting time will not be changed without at least thirty-six (36) hours' notice to the employees affected, except as otherwise agreed between the employees and local supervisory officer based on actual service requirements.

### **WORK SITE REPORTING**

Rule 33. Paid time for production crews, including supporting employees who are assigned to work with or as a part of a production crew, that work away from home will start and end at the reporting site designated by the appropriate supervisor by the end of the previous day, provided the reporting site is accessible by automobile and has adequate off-highway parking. If a new highway site is more than fifteen (15) minutes travel time via the most direct highway route from the previous reporting site, paid time will begin after fifteen (15) minutes of travel time to the new reporting site from the Carrier-designated lodging site for it, and from the new reporting site to the Carrier-designated lodging site for it, on the first day only of such change in the reporting site.

Time paid under this Rule will not be included in determining compensation that may otherwise be due under the Award of Arbitration Board No. 298, or similar provisions.

Unpaid time spent traveling between the Carrier-designated lodging site and the work site is restricted to no more than thirty (30) minutes each way at the beginning and end of the work day.

### **INTRA-CRAFT WORK JURISDICTION**

Rule 34. Employees will be allowed to perform incidental tasks which are directly related to the service being performed and which they are capable of performing, provided the tasks are within the jurisdiction of this Collective Bargaining Agreement. Compensation will be at the applicable rate for the employee performing the service and will not constitute a basis for any time claims by other employees. This provision is not intended to alter the establishment and manning of work forces accomplished in accordance with existing agreement, seniority, scope, and classification rules.

### **MEAL PERIOD**

Rule 35. (a) When a meal period is allowed, it will be between the ending of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise agreed upon by the employees affected and the local supervisory officers. The meal period will not be less than thirty (30) minutes nor more than one (1) hour. If the meal period is not afforded between the fourth and the seventh hours, it will be paid for and twenty (20) minutes time in which to eat will be afforded at the first opportunity, with no deduction in pay.

(b) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes will be allowed in which to eat without deduction in pay, when nature of the work permits.

(c) For continuous service after regular working hours, employees will not be required to work, more than three (3) hours after their regular work period without being afforded a meal period which will not terminate the continuous service and will be paid for up to thirty (30) minutes.

Employees worked in emergencies will be furnished meals by and at the expense of the management within five (5) hours after going on duty and at five (5) hour intervals thereafter computed from the end of the last meal period.

### **EXPENSE ALLOWANCES – MOBILE SERVICE**

Rule 36. (a) (1) Employees who are assigned to and who are occupying outfit cars with meal services provided will receive no per diem meal allowances but may take advantage of the meal services without expense. Meals served will be wholesome and served under sanitary conditions.

(2) Employees who are assigned headquarters of outfit cars without meal



services provided will be allowed a per diem allowance equal to that paid under the provisions of Award of Arbitration Board No. 298 to help defray meal expenses subject to the qualifying provisions of Section b (2) of this Rule.

- (3) When outfit cars are moved on the employees' workdays, such employees will receive their regular pay for each of the workdays that the outfit cars are in transit. If the cars are moved on a holiday (or day observed as such) or on a rest day, travel time will be allowed at the rate of one (1) hour for each 60 miles the outfit cars are moved within the 24-hour period (not to exceed eight (8) hours on a given holiday or rest day) providing they are available for work. Travel time will be compensated at the straight-time rate. In addition, the employees will be afforded the transportation expense provided for in Section b (3) of this Rule.
- (b)
  - (1) Employees who are assigned headquarters of "on-line" (without outfit cars) will be allowed a daily per diem allowance equal to that paid under Award of Arbitration Board No. 298 to help defray expenses for lodging and meals subject to the qualifying provisions of section (b) (2) of this Rule.
  - (2) The per diem allowance will be paid for each day of the calendar week, including rest days, holidays and personal leave days. It, however, will not be payable for workdays that the employee is voluntarily absent from service, or for rest days, holidays or personal leave days when the employee is voluntarily absent from service when work is available to him on the workday immediately preceding or the workday immediately following such rest days, holidays, or personal leave days. The per diem allowance will not be reduced due to an employee working a work week arrangement of other than normal assignment contemplated in Rule 26 of this Agreement.
  - (3) Employees assigned to "on-line" service will have an assembly point of the designated work site where the day's work is scheduled to begin. When the employees are prevented from assembling at the work site to begin their tour of duty because of inadequate roads or parking for their personal vehicles, arrangements for a suitable assembly point located nearest the work site will be made for the beginning of the employees' tour of duty. At the close of shift each day, employees will be returned to their original assembly point. If the assembly point for "on-line" employees is changed from one (1) workday to the next, the Carrier must designate the new assembly point no later than the close of shift the previous work day.

For the purpose of ensuring that traveling "on-line" employees are afforded an opportunity to secure adequate rest, it is agreed that the distance traveled between a former assembly point and a new

assembly point during any 24-hour period will not normally exceed four hundred and fifty (450) miles. Likewise traveling “on-line” employees will not normally be expected to travel in excess of one hundred fifty (150) miles in moving from the former assembly point to the new assembly point during the unassigned hours between two consecutive work days.

Employees assigned to “on-line” service as provided in this section (b) or to outfit service as provided in section a above will be entitled to additional compensation in making moves from an old assembly point to a new assembly point by being provided a transportation allowance in accordance with the following scale:

<u>Normal Traveled Road</u>			<u>Travel</u>
<u>Miles From the Old</u>			<u>Allowance</u>
<u>Assembly Point to the</u>			
<u>New Assembly Point</u>			
0	- 60	\$	0
61	- 105	\$	5
106	- 150	\$	15
151	- 250	\$	30
251	- 350	\$	55
351	- 450	\$	75
451	- 550	\$	100
551	- 650	\$	120
651	- 750	\$	145
751	- 850	\$	165
851	- 950	\$	190
951	- 1050	\$	210
1051	- 1150	\$	235
1151	- 1250	\$	255
1251	- 1350	\$	280
1351	- 1450	\$	300
1451	- 1550	\$	325
1551	- 1650	\$	345
1651	- 1750	\$	370
1751	- 1850	\$	390

The qualification provisions as set forth in section (b)(2) above will apply for reimbursement of the transportation allowance.

- (4) Employees assigned to operate and transport company equipment outside of assigned hours from the former assembly point will be compensated pursuant to Rule 29 for such service performed outside of assigned hours but will not be entitled to the transportation allowance set forth in section (b)(3) unless, they, too, are

subsequently required to make the move to transport their personal automobile and belongings as well.

There will be no duplication or combination of the per diem or transportation allowances with other travel or actual necessary expenses on any one day.

Note: See Appendixes 10 and 11 for Questions and Answers and Interpretations of this Rule.

### **REST DAY TRAVEL ALLOWANCE**

Rule 37. (a) (1) At the beginning of the work season employees are required to travel from their home to the initial reporting location, and at the end of the season they will return home. This location could be hundreds of miles from their residence. During the work season the Carrier's service may place them hundreds of miles away from home at the end of each workweek. Accordingly, the Carrier will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip:

0	to	100 miles	\$	0.00
101	to	200 miles	\$	25.00
201	to	300 miles	\$	50.00
301	to	400 miles	\$	75.00
401	to	500 miles	\$	100.00

Additional \$25.00 payments for each 100 mile increments.

- (2) At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of \$12.50 for the mileage between 51 and 100 miles.
- (3) The Carrier may provide bus transportation for employees to their home area on weekends. Employees need not elect this option.

(b) For employees required to work over 400 miles from their residence, the Carrier will provide, and these employees will have the option of electing, an air travel transportation package to enable these employees to return to their families once every three weeks. Ground transportation from the work site to the away-from-home airport will be provided by the Carrier, and on the return trip the Carrier will provide ground transportation from the away-from-home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the Carrier can require the employee to give advanced notice of their intention to elect the air transportation option so that the Carrier may take advantage of discounted air fares. Employees must make themselves available for work on at least ninety (90) percent of the regularly scheduled workdays

during the three (3) week period, and they will not qualify for the travel allowance set forth in section (a) during the three (3) week period.

### **AUTHORITY FOR OVERTIME**

Rule 38. No overtime hours will be worked without authority of a supervising officer, except in case of emergency where advance authority is not obtainable.

### **ASSIGNMENTS TRAVELING**

Rule 39. Employees permanently assigned to duties requiring variable hours working on or traveling over an assigned territory will be allowed time at rate of eight (8) hours per day, and actual necessary expenses when away from headquarters, and in addition pay for actual time worked in excess of eight (8) hours on the basis provided in these rules excluding time traveling or waiting.

### **TEMPORARY OR EMERGENCY TRAVEL TIME**

Rule 40. (a) Employees in temporary or emergency service, except as provided in Rule 36, required by the direction of the management to leave their home station will be allowed actual time for traveling or waiting during the regular working hours. All hours worked will be paid for in accordance with practice at home station. Travel or waiting time during the recognized overtime hours at home station will be paid for at the pro rata rate.

If during the time on the road a man is relieved from duty and is permitted to go to bed for five (5) or more hours, such relief will not be paid for, provided that in no case will he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where the Carrier does not provide meals and lodging, actual necessary expenses will be allowed.

An employee in such service will be furnished with free transportation by the Carrier in traveling from his headquarters point to another point and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the Carrier authorizes him to use said automobile, he will be paid an allowance of nine cents (\$.09) for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

(b) Employees will not be allowed time while traveling in the exercise of seniority rights, or between their homes and designated assembling points, or for other personal reasons.

(c) The provisions of this Rule apply to regular assigned employees performing service away from their designated headquarters point and required to remain away overnight.

## EXPENSES – AWAY FROM HOME

Rule 41. (a) Employees (other than those who are covered by the per diem provisions of Rule 36) who are required in the course of their employment to be away from their headquarters point as designated by the Carrier, including employees filling relief assignments or performing extra or temporary service, will be compensated as follows:

(1) The Carrier will designate a headquarters point for each regular position and each regular assigned relief position. For employees other than those serving in regular positions or in regular assigned relief positions, the Carrier will designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each sixty (60) days and only after at least fifteen (15) days written notice to the employee affected.

(2) Employees performing extra or regular assigned relief work or filling temporary vacancies, or regular assigned employees diverted from their regular assignment to perform relief work, will be compensated as follows:

(b) When employees are unable to return to their headquarters point on any day they will be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of an amount equal to that paid under Award of Arbitration Board No. 298 to help defray expenses. Such employees will be assigned one person to a room when lodging is provided and is available. If the charge for lodging utilizing the Company lodging card exceeds the maximum lodging reimbursement under the Award of Arbitration Board No. 298, that excess charge will not be billed to the employee nor deducted from the employee's daily meal allowance.

(c) An employee in such service will be furnished with free transportation by the Carrier in traveling from his headquarters point to another point and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he had an automobile which he is willing to use and the Carrier authorizes him to use said automobile, he will be paid an allowance in accordance with the Carrier approved mileage allowance for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

(d) If the time consumed in actual travel, including waiting time en route, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time en route, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one (1) hour in each case will be paid for as working time at the straight-time rate of the job to which traveled. When employees are traveling by private automobile time will be computed at the rate of two (2) minutes per mile traveled.

## **WITNESSES**

Rule 42. Employees taken away from their regular assigned duties at the request of management to attend court or to appear as witnesses for the Railroad will receive the same pay per day for every day held as they would have received for the regular hours of their week day assignment. They will be furnished transportation, and, in addition, necessary expenses while away from headquarters. Any fees or mileage accruing will be assigned to the railroad.

## **COMPOSITE SERVICE**

Rule 43. An employee assigned to work on a higher rated position thirty (30) minutes or more, but less than one (1) hour, will be allowed the higher rate for the full hour, and thereafter will be paid the higher rate on the minute basis for the full time worked on the higher-rated position.

## **RATIO OF MECHANICS**

Rule 44. Bridge and Building Department gangs will be properly balanced as between mechanics and helpers, maintaining a ratio of one (1) helper to three (3) mechanics when practicable.

Note 1: This rule applies only to division bridge gangs.

Note 2: If a position is initially advertised as a mechanic's position and goes no bid, it will be advertised as a helper position to allow employees from other sub-departments to bid to and establish seniority in the Bridge and Building Sub-department.

## **EMERGENCY SERVICE**

Rule 45. Men temporarily employed during periods of floods, washouts, snow-blockades and fires will not be considered as coming under the provisions of this Agreement.

Additional forces used under conditions described above will, if retained in the service, be subject to provisions of the schedule as soon as the service for which they were employed has ended. This Rule will not operate to displace or take work away from regular forces.

## **CAMP CARS AND TRAILERS**

Rule 46. It will be the policy to maintain camp cars or trailers in good and sanitary condition, to furnish bathing facilities and to provide sufficient means of ventilation and air space. All dining and sleeping cars or trailers will be screened. It will be the duty of the foreman to see that the cars or trailers are kept clean. When necessary, kitchen and dining cars will be furnished and equipped with stoves, utensils, and dishes in proper proportion to the number of men to be accommodated.

Reasonable effort will be made to park camp cars or trailers in a location where meals or groceries are obtainable.

### **WATER AND ICE**

Rule 47. (a) The Carrier will see to it that an adequate supply of water suitable for domestic uses is furnished for use of employees living in camp, outfit cars, or trailers. Where it must be transported and stored in receptacles, they will be well adapted to the purpose.

(b) Ice will be supplied for drinking water where conditions are such as to warrant its use.

### **TOOLS**

Rule 48. The Carrier will furnish the employees such general tools as are necessary to perform their work.

### **TRANSFERRING HOUSEHOLD GOODS**

Rule 49. Employees transferred from one location to another by direction of the management will be entitled to move their household effects without payment of freight charges.

Employees transferring from one location to another, in exercising their seniority rights, will be entitled to move their household effects, without payment of freight charges, only once each twelve (12) months' period, except when such transfer is account reduction of force.

### **BASIS OF PAY**

Rule 50. (a) Wage schedule rates of pay for employees covered by this Agreement are as listed in Appendix 3. When rates of pay are revised, copy of the revised Wage Schedule will be furnished to the General Chairman.

(b) When there is a shortage equal to one day's pay in the pay of an employee, if requested, a voucher will be issued to cover the shortage, otherwise the shortage will be carried over to the next pay period.

(c) The Carrier will provide the following information on the check stubs of employees:

- (1) number of regular hours and amount paid
- (2) number of overtime hours and amount paid
- (3) vacation time and amount paid
- (4) holiday time and amount paid
- (5) others
- (6) total

### **JURY DUTY**

Rule 51. When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will 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 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:

(a) 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.

(b) The number of days for which jury duty will be paid is limited to a maximum of 60 days in any calendar year.

(c) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(d) When an employee is excused from railroad service account of jury duty the carrier will have the option of determining whether or not the employees regular position will be blanked, notwithstanding the provisions of any other rules.

(e) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

- (1) ends within four hours of the start of his assignment; or
- (2) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(f) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.



## **PERSONAL LEAVE DAYS**

Rule 52. (a) A maximum of two (2) days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight-(8) calendar years under Vacation Rules in effect on January 1, 1982, will be entitled to one day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during 17 calendar years under Vacation Rules in effect on January 1, 1982, will be entitled to two (2) days of personal leave in subsequent calendar years.

(b) Personal leave days provided in (a) above may be taken upon 48 hours advance notice from the employee to the proper Carrier Officer, provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(c) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(d) The personal leave days provided in (a) above will be forfeited if not taken during each calendar year. Carrier will have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of this Collective Bargaining Agreement will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by this Collective Bargaining Agreement.

(e) The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Note: See Appendix 12 for Interpretations to this Rule.

## **BEREAVEMENT LEAVE**

Rule 53. Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parents, child, spouse or spouse's parent. In such case, 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. Any restrictions against blanking jobs or realigning forces will not be applicable. (See Appendix 13)

## VACATIONS

Rule 54. Employees subject to the provisions of this Agreement are covered by the National Vacation Agreement of December 7, 1941, as subsequently amended.

The following is a synthesis of that agreement and its subsequent amendments. If any dispute arises as to the proper interpretation or application of any provisions, the terms of the appropriate Vacation Agreement will apply.

- (a) (1) An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (2) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (3) An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.
- (4) An annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 100 days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of the years prior to 1949) in each of 17 of such years, not necessarily consecutive.
- (5) Effective with the calendar year 1973, an annual vacation of twenty-five (25) work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who

has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949, and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

- (6) Paragraphs (1), (2), (3), (4), and (5) hereof will be construed to grant to weekly and monthly-rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four, or five work weeks.
- (7) Service rendered under agreements between the Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, will be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Rule.
- (8) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury will be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of 20 such days for an employee with three (3) but less than 15 years of service; and a maximum of 30 such days for an employee with 15 or more years or service with the employing Carrier.
- (9) In instances where employees have performed seven (7) months service with the employing Carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacation; for which they may qualify upon their return to the service of the employing Carrier.
- (10) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing earner 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.
- (11) Effective January 1, 1973, 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 paragraphs (1), (2), (3), (4), and (5) hereof.

(12) Effective January 1, 1973, 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 on 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 paragraph (1), (2), (3), (4), (5), and (9) hereof.

(13) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than 120 days in a calendar year and who returns to service in the following year for the same Carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his Local or General Chairman.

(a) Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 2 of such Agreement is hereby canceled.

(b) The terms of this Agreement will 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 will be accorded under and in accordance with the terms of such existing rule, understanding, or custom.

An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day,

Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve) or any day which by agreement has been substituted or is observed in place of any of the eleven (11) holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

- (c) (1) Vacations may be taken from January 1 to December 31 and due regard consistent with requirements of service will be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each Organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

- (2) Management may, upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each Organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

(d) Each employee who is entitled to vacation will take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, management will have the right to defer same provided the employee so affected is given as much notice as possible; not less than ten (10) days' notice will be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee will be paid in lieu of the vacation the allowance hereinafter provided.

Such employee will be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

(e) The Carrier will provide vacation relief workers but the vacation system will not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the Carrier will not be required to provide such relief worker.

- (f) Allowances for each day for which an employee is entitled to a vacation with

pay will be calculated on the following basis:

- (1) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment
- (2) An employee paid a daily rate to cover all services rendered, including overtime, will have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.
- (3) An employee paid a weekly or monthly rate will have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.
- (4) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as 16 different days.
- (5) An employee, who is not covered by paragraphs (1), (2), (3), or (4) of this Section, will be paid on the basis of the average daily straight-time compensation earned in the last pay period preceding the vacation during which he performed service.

(g) The vacation that is provided for in this Agreement will be considered to have been earned when the employee has qualified under Article 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 will 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 Article 1. If an employee thus entitled to vacation or vacation pay dies the vacation pay earned and not received will be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(h) Vacations will not be accumulated or carried over from one vacation year to another.

- (i) (1) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee will receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

- (2) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of 25 percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.
- (3) No employee will be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(j) While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

- (k) (1) Except as otherwise provided in this Agreement a Carrier will not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker will be compensated in accordance with existing regular relief rules.
- (2) Since employees exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
- (3) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(l) The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to the Agreement, and the Officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provided that such changes or understandings will not be inconsistent with this Agreement.

(m) Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement will be referred for decision to a committee, the Carrier members of which will be the Carrier's Conference Committees' signatory hereto, or their successors; and the employee members of which will be the Chief Executives of the 14 Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee will be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act, as amended, in the event the committee provided in this section fails to dispose of any dispute or controversy.

(n) Except as otherwise provided herein, this Agreement will be effective as of January 1, 1973, and will be incorporated in existing agreements as a supplement thereto and will be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973, or in any subsequent year) by any Carrier or Organization party hereto, of its desire to change this Agreement as of the end of the year in which the notice is served. Such notice will specify the changes desired and the recipient of such notice will then have a period of 30 days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties will thereafter be negotiated and progressed concurrently to a conclusion.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said Agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10 1942, July 20, 1942, and July 18, 1945 and by Referee Morse in his award of November 12, 1942, will remain in full force and effect.

(o) Effective January 1, 1997, employees will be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules applicable to the scheduling of personal leave days.

(p) The above Rule conforms to the National Vacation Agreement of August 21, 1954, as subsequently amended. To the extent the National Agreement may be further amended, this Rule will be subject to such amendments.

### **RATE PROGRESSION - NEW HIRES**

Rule 55. (a) Employees entering the service of the Carrier on positions covered by this Agreement will be paid at 90 percent of the applicable rates of pay (including COLA) for the first 12-calendar months of employment and will be paid at 95 percent of the applicable rates of pay (including COLA) for the second 12-calendar months of employment for all service performed on positions covered by this Agreement.

(b) Employees who have had an employment relationship with Union Pacific and



are rehired will be paid at the established rates after completion of a total of 24 months combined service.

(c) Service in a craft not represented by the Brotherhood of Maintenance of Way Employees will not be considered in determining periods of employment under this Rule.

(d) Employees who have had a previous employment relationship with a carrier in a craft represented by the Brotherhood of Maintenance of Way Employees and is subsequently hired by Union Pacific will be covered by this rule. However, such employee will receive credit toward completion of the 24-month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of employment by Union Pacific.

(e) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal will not count toward completion of the 24-month period.

(f) This Rule will not apply to foremen, mechanics, and production gang members operating heavy, self-propelled equipment that requires skill and experience.

Note: Generally speaking, those excluded would occupy the highest-rated positions, while those included would occupy lower-rated positions. This Rule will continue to apply, however, to a production gang employee who operates machines that require less skill and experience, such as non self-propelled, hand-held, or portable machines. It also will continue to apply even though an employee has established seniority as a machine operator, when working as a trackman and used under composite service rules to operate equipment or machines for which he is compensated under such Rules, entry rates will apply unless such employee is filling a bona fide vacancy as a machine operator.

### **DULY ACCREDITED REPRESENTATIVE**

Rule 56. When the term “duly accredited representative” appears in this Agreement, it will be understood to mean that the regularly constituted committees representing the class of employees, or the Officers of the Organization of which that committee is a part will constitute a “duly accredited representative.” Employees serving on committees will be granted, upon sufficient notice, leaves of absence.

### **TRAINING**

Rule 57.

A. When the Company determines a need for additional qualified candidates for specific positions and or additional employees possessing specific qualifications, such as but not limited to CDL, boom training or confined space training, it may establish a training program, which will be bulletined and made available to employees in accordance with Rules 19(a) and 20.

- B. Successful applicants will be released from their regularly assigned position to attend the training session. Vacancies created by the application of this rule may be filled at the discretion of the Company.
- C. Employees assigned to training will assume the schedule of the training program or session. They will be paid at the rate of their regularly assigned position. All training is to be paid at the straight-time rate.
- D. Furloughed employees may be assigned training under this Rule at the Carrier's discretion. A furloughed employee who is assigned training under this rule will receive the rate of pay of their last held position.
- E. When the location of the training is located more than 50 miles from the employee's residence, the employee will be reimbursed for reasonable actual and necessary travel and living expenses.
- F. For a period of three (3) years, effective from the date of completion of training, employees who successfully complete training will be automatically placed as bidders for future openings of a specific position or positions for which the training is applicable.
- G. The provisions of this Rule may be cancelled by either party with a thirty (30) day written notice until December 31, 2013.

#### **PRINTING AGREEMENT**

Rule 58. This Agreement will be printed by the Railroad and any employee affected thereby will be provided with a copy on request.

**DATE EFFECTIVE AND CHANGES**

Rule 59. This schedule of hours of service and working conditions takes effect January 1, 2011, and supersedes all rules, practices, and working conditions in conflict therewith and will continue in effect until changed as provided for in the Railway Labor Act, as amended.

Signed at Omaha, Nebraska this 16th day of November, 2010.

**FOR THE EMPLOYEES:**

Dennis R. Albers  
General Chairman BMWED

[Signature]  
General Chairman BMWED

[Signature]  
General Chairman BMWED

Larry L. Foster  
General Chairman BMWED

**APPROVED:**

[Signature]  
Vice President, BMWED

**FOR THE CARRIER:**

[Signature]  
General Director Labor Relations

[Signature]  
Director Labor Relations

[Signature]  
Assistant Vice President

MEMORANDUM OF UNDERSTANDING  
(Applicable on Western and Eastern Districts)

To eliminate disputes between employees represented by the Brotherhood of Maintenance of Way Employees and those represented by the Sheet Metal Workers International Association based on allocation of work, it is agreed:

1. From date of this MEMORANDUM, pipe work is not to be allocated according to so-called past practice.
2. From date of this MEMORANDUM, pipe work will be allocated in the following manner:
  - A. Shops and engine houses where Sheet Metal Workers are employed
    - (1) Original installations and removals in case of abandonment of all or a part of pipe line systems . . . Maintenance of Way Forces.

Original installation or abandonment of a part of a pipe line system as referred to herein does not include connections or extensions from the main system to machines, etc., but refers to original installation of an extension of the main system or removal in case of abandonment of a part of the main system.

A drop, which supplies only one unit, such as a machine, pump or vat, will not be considered as a part of a pipe line system.

A drop from a pipe line system to an individual unit, such as a machine, pump or vat, is work that is to be performed by sheet metal workers, but this will not include the tee or other outlet where connection is to be made to the pipe line system when the same is put in at the time of original installation, or extension of the pipe line system, which is work of Maintenance of Way employees.

It is further understood that where a drop comes off the pipe line system, and a number of units, such as machine pumps or vats should be connected to it, they will be considered the same as one unit connected to the drop. In other words, if the drop coming off the main line system does not form a continuation of the pipe line system it will be considered Sheet Metal Workers' work regardless of the number of units that are connected to the drop).

- (2) All maintenance, replacements, and relocations inside of buildings-above ground or floor line . . . Sheet Metal Workers.

The language all maintenance, replacements and relocations inside of buildings above ground or floor line is intended to mean: That any and all such mentioned work will be done by Sheet Metal Workers, except work below ground, which will be done by the Maintenance of Way forces.

(3) All installations, maintenance, replacements, relocations, and removals outside of buildings above and below ground, and inside buildings below ground or floor line . . . Maintenance of Way Forces.

(4) All installations, maintenance, replacements, relocations, and removals of all plumbing work in connection with heating plants, drinking water supplies, washrooms and toilet facilities, wherever located . . . Maintenance of Way Forces.

(5) The making, when done in shops, repair, maintenance and installation of all heating units and their appurtenances after Maintenance of Way forces have installed the main pipe line system . . . Sheet Metal Workers.

The installation of heating units and their appurtenances in new construction where no Sheet Metal Workers are employed . . . Maintenance of Way Forces

B. Power plants at St. Louis, Dupo, Poplar Bluff, DeSoto, Paragould, McGehee, Monroe, Alexandria, Little Rock, North Little Rock, Sedalia, Kansas City, Osawatomie, and Omaha.

(1) (a) All pipe work in power plant buildings except lead caulked cast iron pipe and fittings, and all underground lines . . . Sheet Metal Workers.

(b) Installation and maintenance of lead caulked cast iron pipe and fittings, all underground pipe lines and plumbing covered in (A-4) . . . Maintenance of Way Forces.

(2) All installations, maintenance, replacements, relocations and removals outside buildings . . . Maintenance of Way Forces.

C. All points other than at power plants, shops, and engine houses.

(1) All installations, maintenance, replacements, relocations, and removals of Maintenance of Way Forces.

3. This Agreement is not to be construed as being in conflict with the memorandum of April 7, 1950, covering the matter of installation, relocation, repairing and testing of oxygen-acetylene facilities in the Shops at Kansas City (East Bottoms), Sedalia, St. Louis, DeSoto and North Little Rock.

A. Interpretation of Terms used in this Memorandum.

(a) "Shops and Engine Houses"- Within shop grounds or mechanical facilities. Buildings, such as backshops, diesel shops, roundhouses, Car Department buildings or any additions, partitions or extensions to such buildings where mechanical forces are employed, but this does not include office buildings, store rooms or buildings in which Maintenance of Way forces are employed. This will not prevent the sheet metal workers from performing work on space set apart in buildings to house the general foreman or other mechanical officers. (It is understood that the wording "forces are employed" means in buildings ordinarily considered as their respective shops or building as spelled out in interpretation).

(b) "Below ground or floor level" - Does not mean pipes in basements or open troughs in floors.

(c) "Outside of buildings" - Is not to be construed as being in conflict with Sheet Metal Workers Agreement covering work- in the Maintenance of Equipment Department.

(c) "Power Plants"- At points specified in Memorandum is self-explanatory,

(e) "All points other than at power plants, shops, and engine houses" - Defined as outside of shop grounds or mechanical facilities such as freight houses, depots and all other buildings and pipe work not under the jurisdiction of Mechanical Department.

(f) "Pipe Work" - This term embraces metal pipe, fittings, valves, appurtenances, and coverings therefore, also metal pipe hangers and supports, but does not include sanitary toilet facilities.

(g) "Plumbing Work" - This term covers work in connection with sanitary installations, such as water and soil pipes, baths, wash basins, water closets, urinals, hot water and drinking water facilities and their fittings, or work normally performed under the supervision of a registered plumber. (Sheet Metal Workers will do all the maintenance work in connection with drinking fountains, such as cleaning, and blowing of coils, installing new or repaired coils, removing, repairing, or replacements to outside coverings or casings. Maintenance of Way forces will maintain cold water and drain, pipe to drinking fountains, also install, remove or replace any drinking fountain. This will not prevent the sheet metal workers from disconnecting drinking fountains to make necessary repairs and to make connections after the repairs are made).

This Agreement entered into this 1<sup>st</sup> day of November, 1955, and will continue in effect until changed in accordance with the procedure required by the Railway Labor Act.

This Agreement cancels Agreement of October 28, 1952.

FOR THE CARRIER:

T. SHORT Chief Personnel Officer  
FOR THE EMPLOYEES:

C L. LAMBERT General Chairman  
Brotherhood of Maintenance of Way Employees

R. E. MARTIN General Chairman  
Sheet Metal Workers International Association

MEDIATION AGREEMENT, CASE NO. A-7128  
DATED FEBRUARY 7, 1965,  
between  
RAILROADS REPRESENTED BY THE  
NATIONAL RAILWAY LABOR CONFERENCE  
and the  
EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE  
COMMITTEES  
and their employees represented by the following organizations,  
through the  
EMPLOYEES' NATIONAL CONFERENCE COMMITTEE,  
FIVE COOPERATING RAILWAY LABOR ORGANIZATIONS:

1. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and  
Station Employes
2. Brotherhood of Maintenance of Way Employes
3. The Order of Railroad Telegraphers
4. Brotherhood of Railroad Signalmen
5. Hotel & Restaurant Employes and Bartenders International Union

This Agreement has been updated to reflect amendments agreed upon in Article XII of the National Agreement of September 26, 1996, between the National Carrier's Conference Committee and the Brotherhood of Maintenance of Way Employes.

## MEDIATION AGREEMENT

This Agreement made this 7<sup>th</sup> day of February, 1965, by and between the participating Carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western, and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

### IT IS AGREED:

#### ARTICLE I - PROTECTED EMPLOYEES

##### Section 1 -

All employees, other than seasonal employees, who were in active service and who have or attain ten (10) or more years' of employment relationship will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. For the purpose of this Agreement, the term "active service" is defined to include all employees working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not the date on which such ten or more years of employment relationship is acquired was a work day). An employee who is not regularly assigned on the date the employee is otherwise eligible to achieve protected status under this Section will be deemed to be protected on the first day assigned to a regular position in accordance with existing rules of the BMW Agreement.

##### Section 2 -

Seasonal employees, who had compensated service during each of the years 1995, 1996, and 1997, who otherwise meet the definition of "protected" employees under Section 1, will be offered employment in future years at least equivalent to what they performed in 1997, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

##### Section 3 -

In the event of a decline in a Carrier's business in excess of five (5%) in the average percentage of both gross operating revenue and net revenue ton-miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the Organizations signatory hereto may be made at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds five (5%). The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton-miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the Organizations signatory hereto. Upon restoration of a Carrier's business following any such force



reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15-calendar days.

Section 4 -

Notwithstanding other provisions of this Agreement, a Carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employees affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employees entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the Carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton-miles resulting there from shall not be included in any computation of a decline in the Carrier's business pursuant to the provisions of Section 3 of this Article I.

Section 5 -

Subject to and without limiting the provisions of this Agreement with respect to furloughs of employees, reductions in forces, employee absences from service or with respect to cessation or suspension of an employee's status as a protected employee, the Carrier agrees to maintain work forces of protected employees represented by each Organization signatory hereto in such manner that force reductions of protected employees below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employees in each craft represented by the Organizations signatory hereto who qualify as protected employees under Section I of this Article I.

## ARTICLE II - USE AND ASSIGNMENT OF EMPLOYEES AND LOSS OF PROTECTION

Section 1 -

An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing Rules or Agreements, or failure to accept employment as provided in this Article. A protected furloughed employee who fails to respond to extra work when called shall cease to be a protected employee. If an employee dismissed for cause is reinstated to service, he will be restored to the status of a protected employee as of the date of his reinstatement.

Section 2 -

An employee shall cease to be a protected employee in the event of his failure to accept employment in his craft offered to him by the Carrier in any seniority district or on any seniority roster throughout the Carrier's railroad system as provided in Implementing Agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

Section 3 -

When a protected employee is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the Organization and the Carrier will negotiate in an endeavor to reach an agreement for this purpose.

ARTICLE III - IMPLEMENTING AGREEMENTS

Section 1 -

The Organizations recognize the right of the Carriers to make technological, operational and Organizational changes, and in consideration of the protective benefits provided by this Agreement the Carrier shall have the right to transfer work and/or transfer employees throughout the system which do not require the crossing of craft lines. The Organizations signatory here to shall enter into such Implementing Agreements with the Carrier as may be necessary to provide for the transfer and use of employees and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such Implementing Agreements shall be to provide a force adequate to meet the Carrier's requirements.

Section 2 –

Except as provided in Section 3 hereof the Carrier shall give at least 60 days (90 days in cases that will require a change of an employee's residence) written notice to the Organization involved of any intended change or changes referred to in Section 1 of this Article whenever such intended change or changes are of such a nature as to require an Implementing Agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employees that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the Carrier except after again complying with the requirements of this Section 2.

Section 3 –

The Carrier shall give at least 30-days' notice where it proposes to transfer no more than five (5) employees across seniority lines within the same craft and the transfer of such employees will not require a change in the place of residence of such employee or employees, such notice otherwise to comply with Section 2 hereof.

Section 4 –

In the event the representatives of the Carrier and Organizations fail to make an Implementing Agreement within 60 days after notice is given to the General Chairman or General Chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter

provided. The issues submitted for determination shall not include any question as to the right of the Carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5 -

The provisions of Implementing Agreements negotiated as herein above provided for with respect to the transfer and use of employees and allocation or reassignment of forces shall enable the Carrier to transfer such protected employees and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employees who may be affected thereby.

ARTICLE IV - COMPENSATION DUE PROTECTED EMPLOYEES

Section 1 –

Subject to the provisions of Section 3 of this Article IV, protected employees who hold regularly assigned positions shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position as of the date they become protected; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2 -

Subject to the provisions of Section 3 of this Article IV, all other employees entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last 12-months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employee has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this Agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employee shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3 –

Any protected employee who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid

in a position under the terms of an Implementing Agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4

If a protected employee fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 5 -

A protected employee shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the Carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employee be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employees furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this Agreement.

Section 6 –

The Carrier and the Organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

**ARTICLE V - MOVING EXPENSES AND SEPARATION ALLOWANCES**

In the case of any transfers or rearrangement of forces for which an Implementing Agreement has been made, any protected employee who has 15 or more years of employment relationship with the Carrier and who is requested by the Carrier pursuant to said Implementing Agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven- (7) calendar days from the date of request, to make such transfer or to resign and accept a lump-sum separation allowance in accordance with the following provisions:

If the employee elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of eight hundred dollars (\$800) and five (5) working days instead of the "two (2) working days" provided by Section 10(a) of said Agreement.

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he

may have been entitled under the Protective Agreement and Washington Agreement) a lump-sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who resign to accept the separation allowance herein provided.

Those protected employees who do not have 15 years or more of employment relationship with the Carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

## ARTICLE VI - APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

### Section 1 –

Any Merger Agreement now in effect applicable to merger of two or more Carriers, or any job protection or Employment Security Agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employee representatives so notifying the Carrier within 60 days from the date of this Agreement, and in that event this Agreement shall not apply on that Carrier to employees represented by such representatives.

### Section 2 -

In the event of merger or consolidation of two or more Carriers, parties to this Agreement on which this Agreement is applicable, or parts thereof, into a single system subsequent to the date of this Agreement the merged, surviving or consolidated Carrier will constitute a single system for purposes of this Agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employees under this Agreement shall continue in effect.

### Section 3 –

Without in any way modifying or diminishing the protection, benefits or other provisions of this Agreement, it is understood that in the event of a coordination between two or more carriers as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this Agreement are substituted therefore.

### Section 4 -

Where prior to the date of this Agreement the Washington Job Protection Agreement (or other agreements of similar type whether, applying inter-Carrier or intra-Carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular

railroad) shall be unaffected by this Agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this Agreement.

## ARTICLE VII - DISPUTES COMMITTEE

### Section 1 –

Any dispute involving the interpretation or application of any of the terms of this Agreement and not settled on the Carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers' Conference Committees signatory to this Agreement, two members of the Employees' National Conference Committee signatory to this Agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the referee shall decide the dispute. Decisions so arrived at shall be final and binding upon the parties to the dispute.

### Section 2 -

The parties to this Agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this Agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within five (5) days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one (1) year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

### Section 3 –

Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employees' National Conference Committee, signatories to this Agreement, who shall within ten (10) days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than ten (10) days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than five (5) days) but in any event within five (5) days of the date such meeting is closed, Provided that the partisan member of the committee may by mutual agreement extend the duration of the meeting and the period for decision. The notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision and the committee shall confine itself strictly to decisions as to the question so specifically submitted to it.

### Section 4 –

Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the

party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5 -

The parties to the dispute will assume the compensation, travel expense, and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee shall be shared equally by the parties to the dispute.

ARTICLE VIII - EFFECT OF THIS AGREEMENT

This Agreement is in settlement of the disputes growing out of notices served on the Carriers listed in Exhibits A, B and C on or about May 31, 1963, relating to Stabilization of Employment, and out of proposals served by the individual Railroads on Organization representatives of the employees involved on or about June 17, 1963, relating to technological, organizational and other changes and employee protection. This Agreement shall be construed as a separate agreement by and on behalf of each of said Carriers and its employees represented by each of the Organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this Agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967, shall not be placed into effect before July 1, 1967.

ARTICLE IX - COURT APPROVAL

This Agreement is subject to approval of the courts with respect to Carriers in the hands of receivers or trustees.

**RATES OF PAY EFFECTIVE JANUARY 1, 2011**

<b><u>Sub-department</u></b>	<b><u>Position</u></b>	<b><u>PPC</u></b>	<b><u>Rate</u></b>
Bridge & Building	Division Foreman	018	24.12
Bridge & Building	System Foreman	611	25.45
Bridge & Building	Division Asst. Foreman	108	22.78
Bridge & Building	System Asst. Foreman	431	23.97
Bridge & Building	Division Lead Mechanic	622	22.75
Bridge & Building	Division Carpenter	165	22.53
Bridge & Building	System Bridgeman	434	23.20
Bridge & Building	System Bridge Helper	435	21.83
Bridge & Building	Division Carpenter Helper	077	21.83
Bridge & Building	System Truck Operator	437	23.30
Bridge & Building	System Welder	436	23.61
Bridge & Building	Divn. Bridge Tender Foreman	059	21.52
Bridge & Building	Division Bridge Tender	189	21.26
Hoisting Engineer	Sys. Hoisting Engineer	617	25.29
Hoisting Engineer	Sys. Assist Hoisting Engr.	620	24.93
Work Equip Mech	Divn/Dist Foreman	076	25.07
Work Equip Mech	System Foreman	439	25.74
Work Equip Mech	Mechanic	031	24.40
Work Equip Mech	District Helper	187	21.70
Work Equip Mech	System Helper	414	22.05
Work Equip Mech	Trainee – 1 <sup>st</sup> 122 days	079	23.33
Work Equip Mech	Trainee – 1 <sup>st</sup> 122 days	080	23.53
Work Equip Mech	Trainee – 1 <sup>st</sup> 122 days	081	23.67
Work Equip Mech	Trainee – 1 <sup>st</sup> 122 days	082	23.84
Water Service	Divn/Dist Foreman	026	27.18
Water Service	Divn/Dist Repairman	140	24.68
Water Service	Divn/Dist Helper	184	21.78
Track	Division Foreman	201	23.64
Track	Tie Gang Foreman	223	24.56
Track	Rail Gang Foreman	071	24.66
Track	Division Asst. Foreman	169	21.79
Track	Tie Gang Asst. Foreman	169	21.79
Track	Rail Gang Asst. Foreman	039	22.48
Track	Trackman Small Mach	Var.	21.93
Track	Division Trackman	049	21.00
Track	Tie Gang Trackman	049	21.00
Track	Rail Gang Trackman	648	21.03
Track	Truck Operator	461	21.63
Track	Truck Operator (2-ton+)	462	22.08



<b><u>Sub-department</u></b>	<b><u>Position</u></b>	<b><u>PPC</u></b>	<b><u>Rate</u></b>
Roadway Equipment	Machine Operator	158	22.78
Roadway Equipment	Machine Oper Hlpr	070	21.83
Roadway Equipment	Super Gopher (Sou/Texas)	575	23.50
Roadway Equipment	Buc Undercutter		25.29
Roadway Equipment	C.A.T. Tamper		25.29
Roadway Equipment	Brandt Power Unit		25.29
Roadway Equipment	Machine Welder		25.29
Roadway Equipment	Tracker Tie Unloader		25.29
Roadway Equipment	Crawler Hoe Excavator		25.29
Roadway Equipment	Track Finishing Mach.		25.29
Roadway Equipment	Ballast Vacuum Excavator		25.29
Roadway Equipment	Tie Laying Machine		25.29
Welding	Welder	066	23.36
Welding	Welder Helper	067	21.73
Heavy Truck	District Truck Driver (6ton)	429	23.88
Heavy Truck	System Truck Driver (6ton)	428	24.42
Crane Sub – III Divn.	Crane Engineer	220	23.88
Crane Sub – III Divn	District Rail Truck Driver	412	23.03

*Note: Restricted positions receive an additional \$1.50 differential.*

## UNION SHOP AGREEMENT

### IT IS AGREED:

#### Section 1 -

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the Rules and Working Conditions Agreements between the parties hereto except as hereinafter provided, will, as a condition of their continued employment subject to such agreements, become members in the Organization party to this Agreement representing their craft or class within 60-calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter will maintain membership in such Organization; except that such membership will not be required of any individual until he has performed compensated service on 30 days within a period of 12-consecutive calendar months. Nothing in this Agreement will alter, enlarge or otherwise change the coverage of the present or future Rules and Working Conditions Agreements.

#### Section 2 –

This Agreement will not apply to employees while occupying positions, which are excepted from the bulletining, and displacement rules of the individual agreements, but this provision will not include employees who are subordinate to and report to other employees who are covered by this Agreement. However, such excepted employees are free to be members of the Organization at their option.

#### 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 30 days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section I 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 there in 30-calendar days or more, irrespective of the number of days actually worked during that period, they will, as a condition of their continued employment subject to such agreements, be required to become and remain members of the Organization representing their class or craft within 35-calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve 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 servicemen will not be terminated by reason of any of the provisions of this Agreement but such employees will, 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 Section I 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 the said Rules and Working Conditions Agreements they will, as a condition of their continued employment be required, from the date of return to such service, to become and remain members in the Organization representing their class or craft

(d) Employees who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an Organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform work in another class of service will not be required to be members of another Organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### Section 4 –

Nothing in this Agreement will require an employee to become or to remain a member of the Organization 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 the 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, will be deemed to be “Uniformly Required” if they are required of all employees in the same status at the same time in the same organizational unit.

#### Section 5 –

(a) Each employee covered by the provisions of this Agreement will 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 Organization. The Organization will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore claim is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used will be agreed upon by the Carrier and the Organizations and the form will make provisions for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten- (10) calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced receipt copy of such notice to the employee will be given the Organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this Agreement will within a period of ten- (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier will set a date for hearing which will be held within ten (10) calendar days of the date of receipt of request therefore. Notice of the date set for hearing will be promptly given the employee in writing with copy to the Organization, by

Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Organization will attend and participate in the hearing. The receipt by the Carrier of a request for a hearing will 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 will proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than 30-calendar days from receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier will 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 will render a decision within 20-calendar days from the date that the hearing is closed, and the employee and the Organization will be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement will be terminated within 20-calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization it may be appealed in writing, by Registered 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- (10) calendar days of the date of the decision appealed from and will operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier will promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal will be rendered within 20-calendar days of the date the notice of appeal is received, and the employee and the Organization will be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement will be terminated within 20-calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal will be final and binding unless within ten- (10) calendar days from the date of the decision the organization 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 will operate to stay action on the termination of seniority and employment until not more than ten- (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten- (10) 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 Organization

or the employee involved requests such highest officer in writing by Registered 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 will be selected by the highest Officer of the Carrier designated to handle appeals under this Agreement or his designated representative, the Chief Executive of the Organization or his designated representative, and the employee involved or his 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 Organization, and the Employee involved will have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator will be made within 30-calendar days from the date of receipt of the request for his appointment and will be final and binding upon the parties. The Carrier, the Employee, and the Organization will be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator will be borne in equal shares by the Carrier and the Organization: if the employee's position is not sustained, such fees, salary and expenses will be borne in equal shares by the Carrier, the Organization, and the Employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the Organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the Carrier and the Organization will not apply to cases arising under this Agreement

(f) The General Chairman of the Organization will 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 will notify the General Chairman of the Organization 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

(g) In computing the time periods specified in this Agreement, the date on which a notice is received or decision rendered will not be counted.

#### Section 6 –

Other provisions of this Agreement to the contrary notwithstanding, the Carrier will 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 programs of this section for a period in excess of 60-calendar days from the date of the last decision rendered under the provisions of Section 5, or 90-calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this Section will not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he 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.

The above periods may be extended by agreement between the Carrier and the Organization involved.

Section 7 –

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 will 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 will be terminated, no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Agreement will 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 will 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 noncompliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority will not be terminated, his continuance in service will give rise to no liability against the Carrier in favor of the Organization or other employees based upon an alleged violation, misapplication, or noncompliance with any part of this Agreement.

Section 8 –

In the event that seniority and employment under the Rules and Working Conditions Agreement 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 Organization will 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 will not apply to any case in which the Carrier 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 will 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.

Section 9. –

An employee whose employment is terminated as a result of noncompliance with the provisions of this Agreement will be regarded as having terminated his employee relationship for vacation purposes.

Section 10 –

(a) The Carrier will periodically deduct from the wages of employees subject to this Agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such

Organization, and will pay the amount so deducted to such Officer of the Organization as the Organization will designate: provided, however, that the requirements of this subsection (a) will not be effective with respect to any individual employee until he will have furnished the Carrier with a written assignment to the Organization of such membership dues, initiation fees and assessments, which assignment will be revocable in writing after the expiration of one (1) year or upon the termination of this Agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section will not become effective unless and until the Carrier and the Organization will, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions will be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11 –

This Agreement will become effective on February 1, 1953, and is in full and final settlement of notices served on the Carrier by the Organizations signatory hereto on or about February 5, 1951. It will be construed as a separate agreement by and on behalf of those employees represented by each Organization.

This Agreement is subject to approval of the United States District Court, for the Eastern District of Missouri.

This Agreement will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at St. Louis, Missouri, this 12<sup>th</sup> day of January, 1953.

**AGREEMENT**  
between the  
**MISSOURI PACIFIC RAILROAD COMPANY**  
**MISSOURI-ILLINOIS RAILROAD COMPANY**  
**UNION TERMINAL RAILWAY COMPANY**  
**ST. JOSEPH BELT RAILWAY COMPANY**  
**THE TEXAS AND PACIFIC RAILWAY COMPANY**  
**TEXAS PACIFIC-MISSOURI PACIFIC**  
**TERMINAL RAILROAD OF NEW ORLEANS**  
**FT. WORTH BELT RAILWAY COMPANY**  
**THE WEATHERFORD, MINERAL WELLS &**  
**NORTH WESTERN RAILWAY COMPANY**  
**ABILENE & SOUTHERN RAILWAY COMPANY**  
**TEXAS-NEW MEXICO RAILWAY COMPANY**  
and the  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES**

This Agreement made this 28<sup>th</sup> day of August, 1973, by and between the Carriers listed above, hereinafter referred to as the Carrier, and the Brotherhood of Maintenance of Way Employees, hereinafter referred to as the Union, is to be known as the Check-Off Agreement.

**IT IS AGREED:**

**Section 1.**

Subject to the terms and conditions of this Agreement, Carrier will deduct sums for periodic dues, initiation fees and assessments (not including fines and penalties) payable to the Union by members of the Union from wages due and payable to said members from wages earned by them as Maintenance of Way employees of the Carrier upon the written and unrevoked authorization of a member in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Attachment "A." The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one (1) year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto, whichever occurs sooner. Revocation of the authorization will be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof, designated as Attachment "B." Both the authorization forms and the revocation of authorization forms will be reproduced and furnished as necessary by the Union without cost to the Carrier. The Union will assume full responsibility for the procurement and execution of said forms by employees and for the delivery of said forms to the Carrier. Dues will be uniform for each quarter, and for each employee, and will not be increased or decreased from quarter to quarter.

**Section 2 –**

Deductions as provided herein will be made quarterly by the Carrier in accordance with a deduction list furnished by the General Chairman of the Brotherhood in the form prescribed



by the Carrier not later than the sixth of the month in which deductions are made, showing the name and social security number of each member, the amount of current quarterly dues for each member, and the amount of quarterly assessment for each member who has signed the authorization form herein referred to, and which authorization has been filed with the Carrier or attached to the aforementioned list.

Section 3 -

Deductions as provided herein will be made quarterly from the wages earned in the first period of February, May, August, and November for which the aforementioned list is furnished. The following payroll deductions will have priority over deductions in favor of the Union as covered by this Agreement:

- (a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments.
- (b) Hospital Association dues.
- (c) Amount due the Carrier for supplies or material furnished and monies paid out on behalf of the employee.
- (d) Life insurance and hospitalization insurance premiums.

If the earnings of the employee are insufficient to remit the full amount of deductions for an employee, no deduction will be made and the same will not be accumulated on the following quarterly statement furnished by the General Chairman.

No deduction will be made from other than the regular payrolls; none to be made from special payrolls or from vouchers.

Section 4 -

This Agreement will cease to apply to any employee who may be adjudicated bankrupt or insolvent under any of the laws of the United States.

Section 5 -

The Carrier will remit to the General Chairman of the Brotherhood the amounts deducted from the wages of members who have authorized such deductions once each quarter but not later than the 25<sup>th</sup> day of the month following the month in which deductions are made. The Carrier will furnish uniform alphabetical deduction lists (in triplicate) for each Local Lodge each month. Such lists will include the employee's name, social security number and the amount of Union dues deducted from the pay of each employee.

Section 6 -

Erroneous deductions are to be corrected by the Union by adjustments included in the subsequent regular quarterly statements furnished by the General Chairman to the Carrier and adjustments will be properly identified on the statement. If any question arises as to the correctness of the amount deducted, member will handle such matter direct with the General Chairman.

Section 7 -

No part of this Agreement will be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Union will be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with any part of this Agreement.

Section 8 -

The Union will indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses, or damage resulting from the entering into and the complying with the provisions of this Agreement.

Section 9 -

This Agreement will become effective on the 1<sup>st</sup> day of October, 1973, and will remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at St. Louis, Missouri, this 28<sup>th</sup> day of August, 1973.

FOR THE UNION:

FOR THE CARRIERS:

---

T. G. HAWKES, General Chairman

---

O. B. SAYERS, Director of Labor Relations  
File: 256-14-Check-Off

ADDENDUM TO DUES DEDUCTION AGREEMENT  
between  
Missouri Pacific Railroad  
and  
Brotherhood of Maintenance of Way Employees

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, between Carriers represented by the National Railway Labor Conference and the Employees of said Carrier represented by the Brotherhood of Maintenance of Way Employees, the parties hereby amend the Dues Deduction Agreement of October 26, 1979, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and basis:

(a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) Voluntary Political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of 12-months and thereafter until canceled by 30-days advance written notice from the employee to the Brotherhood and the carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amount may be changed under the Dues Deduction Agreement.

INDIVIDUAL AUTHORIZATION FORM  
Voluntary Payroll Deductions -  
Maintenance of Way Political League

TO: \_\_\_\_\_  
\_\_\_\_\_

Space for label showing name, address,  
System board and local lodge number

\_\_\_\_\_  
Department

\_\_\_\_\_  
Work Location

I hereby authorize \_\_\_\_\_, to deduct from my pay the sum of \$\_\_\_\_\_ for each month in which compensation is due me, and to forward that amount to the Treasurer, Maintenance of Way Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the Maintenance of Way Political League are not conditions of membership in the Union or of employment with the Carrier; that the Maintenance of Way Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State, and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and, thereafter, I may revoke this authorization at my time by giving the Carrier and the organization 30 days advance written notice of my desire to do so.

Signed at \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(personal signature)

\_\_\_\_\_  
Social Security Number.

AGREEMENT  
Between  
UNION PACIFIC RAILROAD COMPANY  
AND  
Its Employees Represented by the  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

Union Pacific Railroad Company (UPRR) and the Brotherhood of Maintenance of Way Employees Division – International Brotherhood of Teamsters (BMWED), in recognition that the employees' and the public's safety is better served through maintenance of way employees' abstention from the use of alcohol and illegal drugs while on duty or subject to duty, agree as follows:

1. BMWED Officers/Representatives will participate in the implementation of this Agreement and education of the employees and will encourage employees to participate.
2. Effective March 1, 2009, the BMWED will become a full participant in Operation RedBlock, a program to assist employees by providing awareness, education and treatment options for drug and alcohol abuse.
  - a) No less than 90 days prior to the effective date of this Agreement, UPRR and BMWED will jointly participate in efforts to educate employees of the provisions of this Agreement.
  - b) UPRR will solicit volunteers among BMWED-represented employees for Operation RedBlock volunteer training and will provide the opportunity for Operation RedBlock training to BMWED members who participate in Operation RedBlock. Training will be provided by UPRR with no loss of regular assigned pay for participants, and actual reasonable necessary expenses during such training will be reimbursed by UPRR.
  - c) In the event UPRR has a vacancy for a full-time Operation RedBlock System Coordinator position, BMWED-represented employees will be given consideration for such position.
  - d) The work performed by RedBlock volunteers will not be considered scope covered work and is not subject to seniority boundaries.
3. Effective with the signing of this Agreement, full-time active Maintenance of Way Employees who voluntarily enter UPRR's Employee Assistance Program and are recommended for treatment for drug or alcohol abuse will be eligible to receive a lump sum payment to enhance supplemental sickness benefits to the equivalent of eighty-five percent (85%) of the straight time rate of pay for their regularly assigned positions while undergoing treatment, subject to the following conditions:

- a) The employee must voluntarily enroll in UPRR's Employee Assistance Program. Employees who have been notified of a random, probable cause or reasonable suspicion test or who have been identified as possibly being under the influence of a prohibited substance are not eligible to participate in the enhanced benefit program.
- b) Only time spent on a medical leave of absence approved by an EAP counselor is covered by the enhanced benefit program. Treatment in programs not approved by a Carrier EAP counselor does not qualify an employee for the enhanced benefit program. The EAP counselor's determination of all treatment conditions, including length of leave of absence, is not subject to review.
- c) Employees meeting the eligibility requirements contained herein will be required to use at least one-half of any remaining vacation before receiving benefits of the enhanced benefit program.
- d) If, after exhausting all vacation, as provided in (c) above, the employee is still on medical leave of absence approved by the EAP counselor, the employee will accrue enhanced supplemental sickness benefits equivalent to 85% of his or her normal daily straight time rate of pay, less any benefits for which the employee is eligible under the Railroad Unemployment Insurance Act (RUIA) and any Supplemental Sickness Benefit Plan. The employee will be responsible for making timely claim for RUIA and Supplemental Sickness benefits, and if such benefits are reduced due to the employee failing to make timely and proper claim, the enhanced supplemental sickness payment will be reduced by the amount of such benefits the employee would have received had proper application been made.
- e) The enhanced supplemental sickness payment will be accrued on work days the employee would otherwise have worked as long as the employee is on a medical leave of absence approved by the EAP counselor for a period of up to ninety (90) calendar days from the date the EAP approved leave of absence begins, and such days will be considered as days of compensated service for vacation qualification purposes. If the employee fails to follow the course of treatment as recommended by the EAP counselor, the employee will forfeit all accrued payment. The enhanced supplemental sickness payment will be paid upon the employee's satisfactory completion of the program and return to work.
- f) An employee who is required to miss work due to in-patient or out-patient treatment and who is not eligible for RUIA and/or standard Supplemental Sickness benefits will receive compensation for such missed work days at 85% of his or her normal daily rate of pay, provided the EAP counselor has approved such treatment on the days missed. Days of work missed due to

EAP approved treatment, up to 90 in a calendar year, will be considered as days of service for vacation qualification purposes.

- g) Employees are eligible for the enhanced supplemental sickness payment benefit only once. Employees who have been enrolled in EAP on other than a voluntary basis or who have tested positive for drugs and/or alcohol under any testing arrangement are not eligible for such benefits.
4. Effective January 1, 2009 a Program Review Committee will be established.
- a) The Committee shall be composed of two individuals selected by UPRR and two individuals selected by BMWED. The Committee will meet on a semiannual basis. The Committee will not have authority to overturn any determination, pertaining to the employees course of treatment, made by the EAP Counselor.
  - b) The Committee shall have initial jurisdiction to resolve any disputes regarding the application or interpretation of this Agreement. The Committee members will cooperate to develop facts necessary to apply or interpret the Agreement as it pertains to any particular employee, provided that confidential or proprietary information will not be disclosed without the consent of the affected party. Any dispute regarding this Agreement that is not resolved by the Committee will be resolved pursuant to the dispute resolution provisions of Section 3 of the Railway Labor Act.
5. Updated Bypass and Companion Agreements are attached hereto as Attachment A.
6. Should any provision of this Agreement conflict with or be superseded by Federal law or regulation, the parties will meet promptly to amend the Agreement to place it in compliance with said Federal law or regulation.
7. This Agreement may be cancelled by the Vice President or President of BMWED or by the Carrier's AVP or Vice President Labor Relations by providing six (6) months' advance written notice of its desire to do so. Prior to either party serving such notice, however, the party desiring to cancel the Agreement shall identify the reason for such desire, and the parties will meet promptly to attempt in good faith to resolve the identified issues.

The above has been a joint effort to resolve issues that are of serious concern to both parties. In view of our discussions, it was agreed that this Agreement is made on a not to be cited basis and without prejudice to the positions of either party. No reference to this Agreement shall be made in the context of negotiations national or local to which this Carrier or any other Carrier may be a party.

Signed this 3rd day of December, 2008.

FOR THE BROTHERHOOD OF MAINTENANCE  
WAY EMPLOYES

FOR THE UNION PACIFIC  
RAILROAD COMPANY

/s/Dennis R. Albers  
GENERAL CHAIRMAN

/s/W. E. Naro  
GENERAL DIRECTOR  
LABOR RELATIONS

/s/Wayne E. Morrow  
GENERAL CHAIRMAN

/s/LD Riley  
GENERAL CHAIRMAN

/s/CM Morgan  
GENERAL CHAIRMAN

/s/Jeffrey T. Finch  
GENERAL CHAIRMAN

/s/HJ Granier  
GENERAL CHAIRMAN

/s/Louis R. Below  
GENERAL CHAIRMAN

/s/Larry L. Foster  
GENERAL CHAIRMAN

APPROVED:  
/s/ David D. Tanner  
VICE PRESIDENT BMWED

/s/R.D. Sanchez  
VICE PRESIDENT BMWED



A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY

And

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION

-----  
PREVENTION PROGRAM COMPANION AGREEMENT  
-----

The Carrier and the Brotherhood of Maintenance of Way Employees Division, 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 workplace, agree to the following to ensure the utmost compliance with Union Pacific Rule 1.5 – Drugs and Alcohol.

1. An employee who has been dismissed from service as a result of violating Rule 1.5 may elect to participate in the Drug and Alcohol Rehabilitation/Education Program (“Program”), provided:

- (a) The employee has not had a drug or alcohol (Rule 1.5) offense on his or her record for at least ten (10) years; and,
- (b) The employee has not participated in the 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 1.5.

2. Participation in the Program shall continue for a period of twelve (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 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 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 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) indicates 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 twelve (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 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 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. Employees who elect to participate in the Companion Agreement are subject to the follow-up testing program as outlined in the Carrier FRA approved Drug and Alcohol Policy (currently 36 months).

13. 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 participation in the Program.

14. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between the Union Pacific Railroad Company and Brotherhood of Maintenance of Way Employees (UP, SPWL, C&NW and MP) as amended.

15. This Agreement is effective March 1, 2009 and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed this 3rd day of December 2008.

FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:

FOR THE UNION PACIFIC  
RAILROAD COMPANY:

/s/ Wayne E. Morrow  
General Chairman

/s/W.E Naro  
General Director Labor Relations

/s/Dennis R. Albers  
General Chairman

/s/L. D. Riley  
General Chairman

/s/C.M. Morgan  
General Chairman

/s/Jeffrey T. Finch  
General Chairman

/s/H. J. Granier  
General Chairman

/s/Louis R. Below  
General Chairman

/s/Larry L. Foster  
General Chairman

Approved:

/s/David d. Tanner  
Vice President – BMWED

/s/R. D. Sanchez  
Vice President – BMWED

**A G R E E M E N T**

Attachment A

**Between**  
**UNION PACIFIC RAILROAD COMPANY**  
**And**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION**

---

**BY-PASS AGREEMENT**

In a joint effort to provide a safe working environment and as an alternative method of administering Union Pacific Rule 1.5 – Drugs and Alcohol,

**IT IS AGREED:**

1. If any BMWED employee believes that another such employee may be under the influence of drugs or alcohol, such employee may immediately contact a Carrier officer. If the Carrier officer(s), upon investigation, determines there is an apparent violation of Rule 1.5, the employee shall be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished to a safe location and the terms of this Agreement will be reviewed with the employee involved. If employees are assigned to on-line position the Carrier will provide the employee a meal allowance and lodging allowance pursuant to their applicable Collective Bargaining Agreement for up to five additional days as long as the employee incurs the expense. This provision applies only to employees removed from service under the conditions of this Agreement.

2. An employee who has been relieved from duty under paragraph "1" above may contact a Company Employee Assistance Program Counselor within five (5) days of the removal from service. If, within the five (5) day period, the employee contacts the Employee Assistance Program Counselor and agrees to meet with the counselor, the employee will be paid for the full shift on the day the employee was removed from service.

3. If the employee does comply with the requirements set forth in paragraph "2," above, and the Employee Assistance Program Counselor determines that the employee is not in need of counseling, the employee shall be returned to service. In such event, 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 employee does comply with the requirements set forth in paragraph "2" above and the Employee Assistance Program Counselor determines that the employee is in need of counseling, and the employee accepts counseling, the employee 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 employee does not comply with the requirements set forth in paragraph "2" or does not accept counseling as provided in paragraph "4," the employee will remain suspended from service pending a hearing which must be held within sixty (60) calendar days from date removed from service under paragraph "1." At a reasonable time prior to the hearing, the employee shall be apprised of the precise charge. Thereafter, the provisions of the applicable Schedule Agreement discipline rule shall apply. However, during the period of suspension and prior to the hearing, the employee shall not forfeit the benefits of this Agreement if the employee contacts the Employee Assistance Counselor and accepts counseling.

If a formal investigation is held, the employee(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 employee covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

7. This Agreement is applicable to employees covered by the Collective Bargaining Agreement between the Union Pacific Railroad Company and the Brotherhood of Maintenance of Way Employees (UP, SPWL, C&NW and MP) as amended.

8. This Agreement is effective March 1, 2009, and may be terminated by either party upon service of five (5) days' written notice upon the other party.

Signed this 3rd day of December 2008.

FOR BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES:

FOR THE UNION PACIFIC  
RAILROAD COMPANY:

/s/Wayne E. Morrow  
General Chairman

/s/W.E. Naro  
General Director Labor Relations

/s/Dennis R. Albers  
General Chairman

/s/L.D. Riley  
General Chairman

/s/C.M. Morgan  
General Chairman

/s/Jeffrey T. Finch  
General Chairman

/s/H.J. Granier  
General Chairman

/s/Louis R. Below  
General Chairman

/s/Larry Foster  
General Chairman

Approved:

/s/David d. Tanner  
Vice President – BMWED

/s/R. D. Sanchez  
Vice President – BMWED

December 3, 2008

File: 190-40  
Cc: 190-45

Mr. Wayne E. Morrow  
General Chairman BMWED  
PO Box 850  
100 East Sage Street  
Lyman, WY 82937

Mr. C.M. Morgan  
General Chairman BMWED  
3009 W. Colorado Ave #C-1  
Colorado Springs, CO 80904

Mr. Louis Below  
General Chairman BMWED  
510 8<sup>th</sup> Street  
Sacramento, CA 95814-1206

Mr. Dennis R. Albers  
General Chairman BMWED  
PO Box 2767  
Longview, TX 75606

Mr. Larry L. Foster  
General Chairman BMWED  
1845 11000 Road  
Oswego, KS 67356

Mr. L. Dean Riley  
General Chairman BMWED  
3626 Hotze Road  
Salem, IL 62881

Mr. Hayward J. Granier  
General Chairman BMWED  
1011 Paris Road Suite 333  
Mayfield, KY 42066

Mr. Jeffrey T. Finch  
General Chairman BMWED  
514 E. Main Street  
Humble, TX 77338

Dear Sir:

This letter is to confirm discussions in connection with the commitment of the BMWED to participate in and promote Operation RedBlock and the Carrier's commitment to provide defined enhanced supplemental sickness benefits to BMWED-represented employees who in specified circumstances voluntarily seek treatment for drug and/or alcohol problems.

During the discussions, the Organization raised concerns regarding health and welfare contribution obligations for employees who participate in the enhanced benefit program. As you were advised, such employees will be treated for purposes of health and welfare contributions on a similar basis as other employees you represent that are on a medical leave of absence. For example, May 15, 2009, the employee would not be required to pay employee contribution for the months of June and July 2009 if on approved leave of absence as provided herein.

Yours truly,  
/s/ W.E. Naro

December 3, 2008

File: 190-40  
Cc: 190-45

Mr. Wayne E. Morrow  
General Chairman BMWED  
PO Box 850  
100 East Sage Street  
Lyman, WY 82937

Mr. C.M. Morgan  
General Chairman BMWED  
3009 W. Colorado Ave #C-1  
Colorado Springs, CO 80904

Mr. Louis Below  
General Chairman BMWED  
510 8<sup>th</sup> Street  
Sacramento, CA 95814-1206

Mr. Dennis R. Albers  
General Chairman BMWED  
PO Box 2767  
Longview, TX 75606

Mr. Larry L. Foster  
General Chairman BMWED  
1845 11000 Road  
Oswego, KS 67356

Mr. L. Dean Riley  
General Chairman BMWED  
3626 Hotze Road  
Salem, IL 62881

Mr. Hayward J. Granier  
General Chairman BMWED  
1011 Paris Road Suite 333  
Mayfield, KY 42066

Mr. Jeffrey T. Finch  
General Chairman BMWED  
514 E. Main Street  
Humble, TX 77338

Dear Sir:

This letter is to confirm discussions in connection with the commitment of the BMWED to participate in and promote Operation RedBlock and the Carrier's commitment to provide defined equivalent compensation to BMWED-represented employees who in specified circumstances voluntarily seek treatment for drug and/or alcohol problems.

During the discussions, the Organization raised concerns regarding the testing of contractors who might work on Carrier property. As I advised during the discussions, the Carrier shares the Organization's concerns regarding the use of drugs or alcohol by contractors as well as employees. To address that concern, the Carrier plans to implement a policy that any contract entered into or renewed beginning January 1, 2009, involving contractors who will work with BMWED-represented employees, will contain requirements that, to the extent permitted by law, the contractor will have in place random drug and alcohol testing for its employees. Such contracts will also stipulate, to the extent permitted by law, that when contractor employees are performing work on Company property, they are subject to reasonable cause and reasonable suspicion drug and/or alcohol testing by the contractor.



With respect to contracts currently in place, the Carrier will encourage contractors working with BMWED-represented employees to voluntarily implement similar testing procedures for their employees.

Yours truly,

/s/W.E. Naro

December 3, 2008

File: 190-40  
Cc: 190-45

Mr. Wayne E. Morrow  
General Chairman BMWED  
PO Box 850  
100 East Sage Street  
Lyman, WY 82937

Mr. C.M. Morgan  
General Chairman BMWED  
3009 W. Colorado Ave #C-1  
Colorado Springs, CO 80904

Mr. Louis Below  
General Chairman BMWED  
510 8<sup>th</sup> Street  
Sacramento, CA 95814-1206

Mr. Dennis R. Albers  
General Chairman BMWED  
PO Box 2767  
Longview, TX 75606

Mr. Larry L. Foster  
General Chairman BMWED  
1845 11000 Road  
Oswego, KS 67356

Mr. L. Dean Riley  
General Chairman BMWED  
3626 Hotze Road  
Salem, IL 62881

Mr. Hayward J. Granier  
General Chairman BMWED  
1011 Paris Road Suite 333  
Mayfield, KY 42066

Mr. Jeffrey T. Finch  
General Chairman BMWED  
514 E. Main Street  
Humble, TX 77338

Dear Sir:

This letter is in reference to the Agreement signed on December 3, 2008 regarding the commitment of the BMWED to participate in and promote Operation RedBlock and the Carrier's commitment to provide defined enhanced supplemental sickness payments to BMWED-represented employees who in specified circumstances voluntarily seek treatment for drug and/or alcohol problems.

During our discussions, it was agreed that, in exchange for the Carrier's commitments regarding enhanced payments, BMWED will not oppose in any forum the Carrier's right to conduct random drug and/or alcohol testing of BMWED members. Employees currently subject to random drug and alcohol testing will remain in a separate random testing pool and, as soon as necessary programming is completed, such employees will not be carried in multiple testing pools. Testing will be performed in accordance with procedures prescribed by Federal Railroad Administration regulations.

It was further agreed that if the Carrier's right to conduct such testing is challenged by BMWED, by its members, or by anyone acting or purporting to act on behalf of BMWED or a BMWED member, or if the Carrier's right to conduct such testing is otherwise restricted, the Carrier may immediately terminate the enhanced payment provisions of the

December 3, 2008 Agreement with respect to any BMWED-represented employee who is not then on EAP-approved medical leave of absence.

If the foregoing accurately sets forth our understanding, please indicate your concurrence in the space provided below.

Yours truly,

/s/W. E. Naro

AGREED:

FOR THE BROTHERHOOD OF MAINTENANCE  
WAY EMPLOYEES

/s/Dennis R. Albers  
GENERAL CHAIRMAN

/s/Wayne E. Morrow  
GENERAL CHAIRMAN

/s/ L.D. Riley  
GENERAL CHAIRMAN

/s/C.M. Morgan  
GENERAL CHAIRMAN

/s/Jeffrey T. Finch  
GENERAL CHAIRMAN

/s/H.J. Granier  
GENERAL CHAIRMAN

/s/Louis R. Below  
GENERAL CHAIRMAN

/s/Larry L. Foster  
GENERAL CHAIRMAN

APPROVED:

/s/David D. Tanner  
VICE PRESIDENT BMWED

/s/R. D. Sanchez  
VICE PRESIDENT BMWED

**AGREEMENT**

**Between The**

**Union Pacific Railroad Company**

**And The**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

---

**401(k) RETIREMENT THRIFT PLAN**

- (1) Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401 (k) Retirement Plan subject to the following conditions:
- (a) The Plan will be the existing Union Pacific Employee 401(k) Retirement Thrift Plan.
  - (b) Employee participation in the Plan is voluntary.
  - (c) Employees may contribute to the Plan by use of payroll deduction.
  - (d) The Plan is non-contributory on the Carrier's part but the Carrier will pay the administrative costs of the Plan.
  - (e) An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.
- (2) This Agreement is effective January 1, 1993.
- (3) This Agreement may be changed only by the mutual consent of the parties.

Signed this 20<sup>th</sup> day of August, 1992.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYES

R. B. Wehrli  
General Chairman, BMWE

L. W. Borden  
General Chairman, BMWE

FOR: UNION PACIFIC RAILROAD  
COMPANY

D. A. Ring  
Asst. Director Labor Relations

D. J. Smith  
General Director Labor Relations

John P. Self  
General Chairman, BMW

F. D. Lewis  
General Chairman, BMW

Robert S. Douglas  
General Chairman, BMW

Bruce G. Glover  
General Chairman, BMW

Bobby L. Watts  
General Chairman, BMW

May 21, 1984

S 247-6091

Mr. T. G. Hawkes, Jr.  
General Chairman - MofWE  
Post Office Box 2767  
Longview, Texas, 75606

Dear Sir:

This is in reference to the Memorandum Agreement of August 26, 1983, concerning the reorganization of the System Rail Gangs.

This is to advise that we are establishing the position of Work Equipment Mechanic Foreman. This position will have responsibility for all Work Equipment Mechanics assigned to System Rail Gangs. Mechanics, however, will continue to take their day-to-day directions from the present System Rail Gang supervision.

The rate of pay for this position will be \$ 2,398.45 per month (effective January 1, 1984, including COLA). Because of the nature of this position and the amount of travel involved, the occupant of this position will be allowed actual necessary expenses.

We are in the process of bulletining this position and will advise you of the successful applicant.

This is provided as information. If you should have any questions, please do not hesitate to contact this office.

Yours truly,

W. E. NARO  
Director Labor Relations  
Maintenance of Way

**MISSOURI PACIFIC RAILROAD COMPANY**

210 NORTH 13<sup>TH</sup> STREET

**ST. LOUIS, MISSOURI 63103**

TEL. AREA CODE 314-6213344

**LABOR RELATIONS DEPARTMENT**

June 18, 1984

K 247-5171

Mr. T. G. Hawkes, Jr.  
General Chairman - MofWE  
P. O. Box 2767  
Longview, Texas, 75606

Dear Sir:

At the present time, we have two District Tie Gangs on the Texas District and each gang has four Work Equipment Mechanics. The eight mechanics have been working a three- (3) day workweek on a 14 - 13 - 13 basis covering seven (7) days in order to perform necessary maintenance on the equipment.

It is our understanding the mechanics involved have agreed to the three- (3) day workweek arrangement.

We have now been advised by the District Engineer that he needs a Work Equipment Mechanic Foreman position on each gang to be assigned regular hours on a five- (5) day workweek basis. Accordingly, we are establishing a foreman's position for each gang, with the established rate of \$2,398.45 per month (effective January 1, 1984, including COLA). This will mean each District Tie Gang will have one foreman and three mechanics.

Please signify your concurrence by affixing your signature in the space provided below, returning the original and advising the number of copies you will need for your records.

Yours truly,

W. E. NARO  
DIRECTOR LABOR RELATIONS

AGREED:  
/s/ T. G. HAWKES, JR.  
GENERAL CHAIRMAN – MofW

AGREEMENT  
between  
UNION PACIFIC RAILROAD  
and the  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

---

Union Pacific Railroad (UP) and the Brotherhood of Maintenance of Way Employees (BMWE) desire to eliminate the present Training Agreement for Work Equipment Mechanics and establish a new program that will more clearly meet the training needs for that classification.

IT THEREFORE IS AGREED:

Section 1.

(a) Except as provided herein, the present Training Agreement of February 12, 1985, along with all interpretations and understandings connected therewith are abrogated and superseded by this Agreement.

(b) The training program will consist of work experience, classroom instruction, and homework. An employee participating in this program will be classified as a Work Equipment Trainee, which is defined as an employee in training for position of Work Equipment Mechanic.

(c) Employees who are presently in training under the present Training Agreement will be subject to this Agreement and will complete their training pursuant to the provisions of this Agreement. Periods completed under the previous agreement will count towards meeting the requirements of this Agreement. Employees entering the program after the effective date of this Agreement will be governed by the provisions of this Agreement.

(d) UP may establish or maintain at its discretion such positions of Work Equipment Trainees to participate in this program at such locations as it deems necessary.

Section 2.

(a) New employees or employees transferring from other departments or sub-departments into the Work Equipment Mechanic classification will be required to participate in the Training Program established herein. Employees holding seniority under the Collective Bargaining Agreement between UP and BMWE effective April 1, 1975 will be given in seniority order first preference to enter this program. Prior to assignment as a Work Equipment Trainee in this program, the employee must first successfully complete such necessary tests as are established by UP to determine the applicant's aptitude for assignment to the position of Work Equipment Mechanic. These tests will be applied in a uniform manner to all applicants.

(b) Vacancies for trainee positions assigned to specific seniority territories will be advertised pursuant to Rule 11 of the Collective Bargaining Agreement. Upon successful completion of the program, the trainee will receive a seniority date as a Work Equipment Mechanic as of the date the trainee entered the program on the appropriate seniority roster for the seniority territory where the trainee position was located.



(c) Prior to entering the Training Program, each applicant will be advised fully of the requirements necessary to remain in the program and of the necessity for compliance with all provisions of the training schedule. The applicant will acknowledge receipt of all materials received and understanding of the requirements of the program.

(d) All trainees will be subject to a probationary period of 122 workdays during which period, they may be eliminated from the Training Program if it is determined they are not properly progressing, or otherwise indicate an insufficient aptitude. The General Chairman will be notified before such action is taken.

### Section 3 -

(a) The Training Program will consist of work experience, home study, and classroom instructions and will be divided into four (4) training periods of 122 work days each, totaling 488 work days. Eight consecutive hours exclusive of the meal period will constitute a workday. Holiday, jury duty, vacation, and bereavement leave days falling within the workweek will be credited as workdays during the training period. Work days containing excused absences of two hours or less will be credited as a complete work day.

(b) Each trainee will be furnished textbooks and other study material at no cost to the employee. The trainee may be required to receive classroom instruction at outside vocational or trade schools as well as correspondence courses or a combination thereof at no cost to the employee. Attending instruction classes and vocation or trade schools outside working hours will not constitute overtime under the Collective Bargaining Agreement but will be compensated at the straight-time rate.

(c) During the course of training, the trainee will be required to take examinations on matters related to the study material, classroom room training, discussions, and hands on work experience covered in the current and previous training periods. In the event the trainee fails to satisfactorily pass the examination with a test score of seventy five percent (75%), a reexamination of the material will be given within 60 days of the date of the failure. The trainee will be graded on the reexamination in the same manner as the examination that was failed. Failure of an employee to take an examination when scheduled or satisfactorily pass a reexamination will result in the forfeiture of the employee's seniority in the Work Equipment Sub-department. Upon request, the General Chairman or his designee may attend the reexamination of any employee.

### Section 4.

(a) Trainees will be assigned a headquarters at the point where employed pursuant to Section 2(b) of this Agreement. This headquarters point will remain the same throughout the training program. Trainees, however, may be rotated to gain the required work experience and will assume the same hours, starting time, work week, overtime, and expense or per diem rules, if any, of employees or gangs to which they are assigned. When trainees are assigned to work with a Work Equipment Mechanic who is assigned a fixed headquarters location away from the trainee's headquarters, the trainee will be reimbursed for actual necessary expenses incurred. Trainees will work under the direction of a Work Equipment Mechanic, and will not be used to the exclusion of Work Equipment Mechanics.

(b) Trainees who are required at the direction of management to travel and who are not furnished a means of transportation by the Carrier will be reimbursed for the cost of any authorized

public transportation. If a trainee is authorized to use his personal vehicle for transportation, he will be paid an allowance at the authorized rate per mile for normal roadway travel miles by the most direct route.

(c) (1) Trainees will be notified at least fifteen (15) days in advance of the date they are required to report for any classroom instructions and the duration of the classroom session. The notification will include the date and place to report as well as the form of transportation to be used. Trainees may be authorized to use Carrier transportation or commercial transportation; in which event, the Carrier will assume all costs for each classroom session. If a trainee is agreeable and is authorized to use his personal vehicle, the mileage allowance as determined by the Internal Revenue Service will be paid for one round trip between the employee's headquarters point and the point where the classroom session is conducted.

(2) Trainees will be furnished meals and lodging by the Carrier or reimbursed for actual necessary expenses when attending classroom sessions away from their headquarters point. Trainees will be reimbursed for actual necessary expenses while traveling to and from the classroom session.

(3) Time spent traveling outside assigned work hours will not be considered service for pay purposes. Also no payment will be allowed for studying during off duty hours.

#### Section 5 -

The following progressive hourly rates of pay effective January 1, 2000, (including COLA) for Work Equipment Mechanic Trainees will remain in effect, subject to subsequent general wage and COLA adjustments:

<u>PERIOD</u>	<u>RATE</u>
1 <sup>st</sup> 122 Days	\$17.67
2 <sup>nd</sup> 122 Days	\$17.83
3 <sup>rd</sup> 122 Days	\$17.95
4 <sup>th</sup> 122 Days	\$18.08

It is understood these rates will not be subject to the entry rate provisions of the National Agreements of 1978 and 1981.

#### Section 6 –

(a) An applicant who has prior experience or formal training as a mechanic may receive credit toward completion of this program. To receive credit for prior experience or training, the trainee must submit proof of such prior experience or training to the designated Carrier Officer not later than 30 days after beginning the training program. The designated Carrier Officer will evaluate the evidence that is furnished to determine if the experience or training justifies the granting of advance credit. The trainee, with copy to the General Chairman, will be notified within 60 days of his/her request of the designated Officer's decision. Granting of advance credit will not change the established seniority date of the trainee receiving such credit.

(b) Trainees who have successfully completed the first period of the training program will be eligible for promotion to the position of Work Equipment Mechanic. Such promotions will be made in the order in which trainees entered the training program. Trainees may only be promoted to positions on the seniority territory where employed. Such trainees, however, must continue in the

training program and must successfully complete the program in the time allowed. Failure to do so will result in forfeiture of seniority as provided in Section 3(c) above.

(c) Trainees hired for assignment to system rail gangs or district tie gangs will complete the four training periods set forth in Section 5 above before satisfying the two year restriction in exercising seniority as set forth in Rule 2(m) of the Collective Bargaining Agreement.

Section 7 –

The Carrier will supervise the training program and maintain necessary records relating to the work experience, instruction and progress of each trainee. These records will be made available to the General Chairman for inspection. If it is determined the trainee is not making satisfactory progress in the program, remedial action, if necessary, will be taken by the Carrier subject to the grievance procedures of Rule 12 of the Collective Bargaining Agreement.

Section 8 –

This Agreement is effective February 1, 2000, and will remain in effect until canceled, or amended pursuant to the provisions of the Railway Labor Act, as amended.

Signed at Memphis, Tennessee, this 13th day of January, 2000.

FOR THE EMPLOYEES:

FOR THE CARRIER:

/s/ Bill R. Palmer  
General Chairman, BMW

/s/ W. E. Naro  
General Director Labor Relations

/s/ L. D. Riley  
General Chairman, BMW

/s/ R. D. Sanchez  
General Chairman, BMW

/s/ H. J. Granier  
General Chairman, BMW

/s/ Joe M. Ybarra  
General Chairman, BMW

APPROVED:

/s/ L. W. Borden  
Vice President, BMW

INTERPRETATIONS RELATIVE TO \$30.00 PER DIEM AGREEMENT\*

- Q-1 Is it the intent of this On-Line Service Agreement to mobilize Maintenance of Way gangs which have been historically headquartered at specific locations?
- A-1 No.
- Q-2 For the employee who is assigned to on-line service, where is his headquarters?
- A-2 As in the past, the headquarters for an employee in on-line service on any particular workday is the assembly point/work site where the day's work is scheduled to properly begin as designated by the Carrier in line with the requirements of the On-Line Service Agreement.
- Q-3 An employee is assigned to on-line service with a 7:00 a.m. to 3:30 p.m. workday and a Monday through Friday workweek. On Tuesday at 6:30 p.m. the Manager of Bridge Construction notifies the employee his assembly point is being changed from point A to point B, a distance of 120 miles. Provided there is no emergency involved in this situation when and where would the employee report for Wednesday's work?
- A-3 Unless a change in the assembly point is designated as of the close of shift Tuesday, or in this instance 3:30 p.m. the assembly point remains unchanged and he would report at that location at the normal 7:00 a.m. starting time on Wednesday.
- Q-4 In the same scenario depicted in Q-3 there was a derailment on a bridge at point B and the employee was required to relocate and commence work immediately upon his arrival and perform emergency repair work for six (6) hours. What allowances would the employee receive in compensation, time for travel to the derailment site, and mileage allowances?
- A-4 The employee's designated assembly point would be considered his headquarter's location and he would be treated as any other employee called out during his rest hours away from his headquarters and the travel time, expense, and other pertinent agreement rules would apply.
- Q-5 An employee assigned to on-line service is scheduled to change his assembly point from point A to begin work at point B on Wednesday morning. During the evening hours heavy rains occur and the last five (5) miles of the trip to point B involves the Carrier's right-of-way road which is inadequate for travel. What is the employee expected to do in connection with reporting for work on Wednesday morning?
- A-5 If the on-line employees of a gang are prohibited from meeting at the designated assembly point solely due to the inadequate roads, they should contact their supervisor so the Carrier can make arrangements to accommodate them in their situation.
- Q-6 An employee is assigned to on-line service with a 7:00 a.m. to 3:30 p.m. workday and a Monday through Friday workweek. At Close of shift Wednesday the employee

is notified by his supervisor that his assembly point is being changed from point A to point B, a distance of 325 miles. Provided there is no emergency involved in this situation, when and where would the employee report for Thursday's work and what allowances would he receive.

- A-6 The employee would be entitled to a mileage allowance of \$55.00. A maximum of one hundred fifty (150) miles would be traveled, during the employee's rest hours and for the remaining one hundred seventy five (175) miles the Carrier would defer the starting time on Thursday by three (3) hours until 10:00 a.m. The employee would be allowed three (3) hours straight time from 7:00 a.m. to 10:00 a.m.
- Q-7 Will the positions being advertised through telephonic bidding (Rule 11) indicate that the gang will receive the \$30.00 per diem allowance?
- A-7 Positions established to work on-line gangs will be bulletined in accordance with Agreement Rule 11 and will specifically mention that it is on-line service with the per diem allowance of \$30.00 per day and applicable transportation allowance when qualifying conditions are met.
- Q-8 In connection with the transportation allowances, are we talking about rail miles or normal roadway travel miles by the most direct route?
- A-8 Normal roadway traveled miles by the most direct route.

**UNION PACIFIC RAILROAD COMPANY  
Labor Relations Department, Room 332  
1416 Dodge St. Omaha, Nebraska, 68179**

January 1, 1998  
M 210-38

Mr. H. J. Granier  
General Chairman, BMWWE  
P O Box 329  
Mayfield, Ky. 41066

Mr. B. R. Palmer  
General Chairman, BMWWE  
P O Box 2767  
Longview, TX. 75606-2767

Mr. R. D. Sanchez  
General Chairman, BMWWE  
350 N Sam Houston PWY E  
Ste 202  
Houston, TX. 77060

Mr. D. L. Smith  
General Chairman, BMWWE  
RR #1 Box 98  
Lerna, IL. 62440

Mr. J. M. Ybarra  
General Chairman, BMWWE  
P O Box 175  
Mound Valley, KS. 67354-0175

Gentlemen:

This refers to the Memorandum of Agreement, effective January 1, 1998, that provides employees assigned in on-line service the opportunity for adequate rest when assembly points are changed.

Under the language the parties placed certain mileage restrictions on the location of a newly designated assembly point. These restrictions are intended to be applied under normal day-to-day operations. The parties jointly recognize, however, that on occasion requirements of service may dictate the need to establish an assembly point at a location in excess of the mileage restrictions set forth in Section 2(c). The Rule is not intended to prohibit such movement but is primarily intended to ensure that on-line employees are afforded an opportunity to secure adequate rest before being required to again go on duty. When such long distance moves are made, any distances traveled in excess of the restrictions will be discounted at the rate of 60 miles per hour from the next scheduled workday beginning at the start of the shift. In computing time under this provision, any fraction of a half-hour less than 15 minutes will be dropped; any fraction of a half-hour, which is 15 minutes or more will be counted as an additional one-half hour.

For example, you may have a gang assigned Monday through Friday 7:00 a.m. to 4:00 p.m. On Monday prior to close of shift the Carrier designates a new assembly point 220 miles from the former assembly point, i.e., 70 miles in excess of the 150-mile restriction. The employees involved would be expected to report to the new assembly point and commence work at 8:00 a.m. on Tuesday, which is one (1) hour after the regular 7:00

a.m. starting time. The employees would receive straight-time wages from 7:00 a.m. to 8:00 a.m. In this example, since the fraction consisting of ten (10) minutes was less than 15, it was dropped. At their option, employees may travel all 220 miles immediately following the close of shift on Monday, may travel all 220 miles immediately prior to the start of shift on Tuesday, or may travel intermittently in some combination thereof. In any event, they will be assured of the opportunity to secure adequate rest.

Likewise, if the employees are released at 4:00 p.m. on Monday because the Carrier designated a new assembly point that is 620 miles from the former assembly point (170 miles in excess of the 450 mile 24-hour restriction), the employees involved would be expected to report to the new assembly point and commence work at 7:30 a.m. Wednesday, one-half hour after the regular 7:00 a.m. to 4:00 p.m. Tuesday and 7:00 a.m. to 7:30 a.m. Wednesday. In this example, the 150 miles were taken into account. The 450 miles in a twenty-four (24) hour period were accounted for and the fraction consisting of 20 minutes (miles) was more than 15, therefore, it was counted as an additional one half-hour.

In emergency situations where on-line service employees are required to change assembly points outside the regular assigned hours and further are required to commence working immediately upon completion of the move, such employees will be allowed time in at the pro-rata rate for all time spent travelling outside of assigned hours, and such time will be considered continuous time in computation of continuous time under Rule 14 of the Collective Bargaining Agreement.

In addition it is recognized that the working hours of such on-line employees will not be reduced below that regularly assigned as a result of any move made.

It is understood that this handling will neither be considered as a precedent nor be cited in future cases. To formally signify your concurrence in the above understanding, please affix your signatures in the spaces provided below.

Yours truly,

AGREED:

/s/ Bill R. Palmer  
General Chairman, BMW (MP)

/s/ W. E. Naro  
Director Labor Relations

/s/ R. D. Sanchez  
General Chairman, BMW  
(SPEL, SSW, OKT)

/s/ H. J. Granier  
General Chairman, BMW (SPCSL)

/s/ Duane L. Smith  
General Chairman, BMW (C&E)

/s/ Joe M. Ybarra  
General Chairman, BMW (MKT)

APPROVED:  
/s/ L. W. Borden  
Vice President, BMW



The following examples are intended to demonstrate the intentions of the parties concerning application of the qualifying requirements set forth in Article X Personal Leave of the January 8, 1982, National Agreement:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such a year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the year 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one (1) day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight- (8) calendar years prior to January 1, 1982.

Example No. 2

Employee "A" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one (1) day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight (8) calendar years prior January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact he did not render compensated service on the required number of days in the year 1981 would be entitled to one (1) day of personal leave in the year 1992 by virtue of having met the qualifying vacation requirements during eight- (8) calendar years prior to January 1, 1982.

Example No. 4

Employee "D" has qualified for personal leave days and takes a personal leave day either immediately preceding or following a holiday. Does this disqualify the employee for holiday pay?

I believe in a situation of this nature a reasonable and fair application would be to consider the work day (or day in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day as the qualifying day for holiday purposes.

This application is consistent with the agreed upon questions and answers relative to application of the Bereavement Leave Rule contained in the Agreement entered into in the last round of negotiations, IE- Questions and Answer #4 reading as follows:

“Q-4: Will a day on which a basic day’s pay is allowed account bereavement leave serve as a qualifying day for holiday 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 qualifying purposes.”

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X - Personal Leave of the December 11, 1981, National Agreement:

Example No. 1

Employee “A” was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one (1) day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight (8) calendar years prior to January 1, 1982.

Example No. 2

Employee “B” also was hired during the calendar Year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. He also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one (1) day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight- (8) calendar years prior to January 1, 1982.

Example No. 3

Employee “C” was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. He also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite the fact that he did not render compensated service on the required number of days in the year 1981, would be entitled to one (1) day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January, 1982.

These questions and answers concerning Bereavement Leave were prepared jointly by various railway labor organizations and the National Railway Labor Conference:  
1/30/79

Q-1: How are the three- (3) calendar days to be determined?

A-1: An employee will have the following options in deciding when to take Bereavement Leave:

- a) Three (3) 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 (3) consecutive calendar days ending the day of the funeral service: or
- c) Three consecutive calendar days ending the day following the funeral.

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 (3) days for each separate death; however, there is no pyramiding where a second death occurs within the three (3) day period covered by the first death.

Example: An employee has a workweek of Monday to Friday with 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.

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 (1) of the days on which leave was taken. Is he eligible for two (2) days or three (3) 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 or stepchildren. However, the Rule is applicable to a family relationship covered by the Rule through the legal adoption process.

May 14, 1984

S 247-5171

Mr. T. G. Hawkes, Jr.  
General Chairman, MofWE  
P. O. Box 2767  
Longview, Texas, 75606

Dear Sir:

This is in reference to the Memorandum Agreement of March 19, 1981, establishing District Tie Gangs.

The District Tie Gangs concept was implemented to utilize high production gangs on large tie renewal projects. A necessary part of this operation is the renewal of road crossings, replacement of ties in switches, and out of face surfacing within the limits of the project. This work, however, is presently being performed by division seniority forces. Such an arrangement is extremely inefficient and often results in delays to the completion of the project as well as train operations.

This is to advise that effective June 1, 1984, District Tie Gang forces will perform all work necessary to completely finish a tie gang project. This will include rehabilitation of road crossings, replacement of ties in switches and the out of face surfacing within the limits.

This is provided as information to you. If you should have any questions, please do not hesitate to call this office.

Yours truly,

W. E. NARO  
Director Labor Relations  
Maintenance of Way

AGREEMENT  
between  
UNION PACIFIC RAILROAD COMPANY  
and the  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

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To address problems and to provide certain protections to employees represented by the Brotherhood of Maintenance of Way Employees (BMWE) assigned to the El Paso terminal, the parties have entered into this Agreement.

IT IS AGREED:

1. On the effective date of this Agreement, the following agreements are abrogated:
  - a. Memorandum of Agreement effective May 1, 1972, between BMWE and Southern Pacific Transportation Company (Pacific Lines and Texas & Louisiana Lines).
  - b. Letter of Agreement dated February 22, 1990 between BMWE and Southern Pacific Transportation Company (Pacific Lines and Texas & Louisiana Lines).
  - c. Letter of Agreement dated October 1, 1992 between BMWE and Southern Pacific Transportation Company (Pacific Lines and Texas & Louisiana Lines).
  - d. Letter of Agreement dated June 24, 1996 between BMWE and Southern Pacific.
2. For purposes of this Agreement, the El Paso Terminal will be defined by the following limits:

Valentine Subdivision - Mile Post 815.21  
Lordsburg Subdivision - Mile Post 1291.54  
Carrizozo Subdivision - Mile Post 962.20

NOTE: The foregoing limits include the Chamizal Yard (commonly known as the "River Yard") and the former Missouri Pacific tracks and yard.

All main, yard, and industry tracks within the El Paso Terminal will be referred to hereinafter as "terminal trackage".

3. Within the El Paso Terminal as defined above, track maintenance will be performed by "terminal gangs" that will consist of employees holding seniority under the Collective Bargaining Agreement with Carrier and BMWE dated October 1, 1973 (hereinafter referred to as PacFed) and the Collective Bargaining Agreement between Carrier and BMWE dated July 1, 2000 (hereinafter referred to as MoPac). Except as specifically provided herein, Carrier will maintain as closely as possible a ratio of 60% MoPac and 40% PacFed

employees within a class. Within this ratio, there will be not less than three Track Foremen, two of which will be from MoPac and one from PacFed. Except as provided in paragraphs 6(B) 1., 2., and 3., there will not be any reservation of work as between the terminal gang employees performing service on terminal tracks. Terminal gangs may be used independently of each other or in any combination thereof, including all gangs working together on the same project and may perform work on any track within the terminal limits. When not performing work within the terminal, the employees may perform work on their respective seniority districts. General Chairmen MoPac and PacFed will each be furnished a quarterly report of the number of men assigned to "terminal gangs". Adjustments will be made if necessary to bring the numbers into line with the 60/40 ratio for the next quarterly period. To the extent any positions allotted to MoPac or PacFed represented employees are not filled, employees from the other Collective Bargaining Agreement may fill them. This is subject to the displacement rights of employees to which the position may belong.

4. Employees assigned to terminal gangs will continue to be subject to the Working Agreement in effect on their own seniority district and will not establish seniority on the other seniority district. With the approval of the Carrier, an employee may relinquish their former seniority and establish seniority as a new employee under the other Collective Bargaining Agreement. New employees hired to work in the El Paso Terminal will establish seniority only on the seniority district on which the vacancy existed under the percentage provisions of this Agreement. Except as provided in, paragraph 5 below, employees assigned to terminal gangs will receive the highest rates of pay provided under the two separate Collective Bargaining Agreements for that class of service involved with the understanding that applicable differentials will be considered in determining the highest rates.

5. There will be not less than one (1) Roadway Machine Operator, one (1) welder and one (1) welder helper from each Collective Bargaining Agreement assigned within the terminal limits. They will not accumulate seniority on the roster of the other. The rates of pay for these machine operator positions will depend upon the type of machine operated, and they will receive the rate of pay established for that machine under their respective Collective Bargaining Agreement. The rates of pay for the welders and welder helpers will be the higher rates of pay for their class provided under the two separate Collective Bargaining Agreements.

6. (A) Carrier will designate a territory for each terminal gang. Once territories are established, the terminal employees will be allowed to choose, in seniority order, the terminal gang on which they wish to work, with it being understood that employees will not be allowed to change work classifications as a result thereof.

(B) Overtime will be allocated based upon the following principles:

(1) For overtime not continuous with a terminal gang's regularly assigned hours, employees assigned to the terminal territory where the overtime occurs will be called in seniority order first.

(2) Work performed by a terminal gang on a project that extends into overtime service following and continuous with the regular hours of assignment may be continued by that gang, regardless of the terminal territory involved. If the Carrier decides not to use that terminal gang or if additional assistance is needed during such overtime service, the terminal gang assigned to that territory will be given preference for the overtime in seniority order.

(3) If terminal gangs are working in conjunction with each other and overtime arises for one gang, the gang assigned to that territory will be given preference for the overtime in seniority order. The most junior employees necessary to complete the overtime will be retained if the more senior employees decline the overtime.

7. Division, district tie gang, or system maintenance of way employees from either Collective Bargaining Agreement may be brought into the terminal limits when necessary to augment terminal forces and may work on any terminal tracks. These employees will not be considered as part of the 60/40 ratio. However, if the Carrier establishes additional gangs headquartered in the El Paso Terminal, assignments will be made in line with the 60/40 ratio as set forth in Section 3.

8. The Carrier may also establish a terminal B&B gang, which will consist of a MoPac and a PacFed B&B Foreman (the senior foreman having supervisory authority) to work within the terminal limits as defined above. These employees will not be considered as part of the 60/40 ratio. When not performing joint B&B work within the terminal, the individual foremen may perform work on their respective seniority districts. B&B employees from either Collective Bargaining Agreement may be brought into the terminal limits when necessary to augment the terminal B&B gang to work on facilities coming under the jurisdiction of their respective Collective Bargaining Agreements.

9. If within one (1) year of the effective date of this Agreement, the Carrier reduces either the number of terminal employees or the number of positions in a class of seniority below the number that existed in the terminal on December 1, 2001, the employees affected thereby will be entitled to the applicable protective benefits as set forth in Attachment "A". If the Carrier reduces the number of terminal employees or the number of terminal positions subsequent to this one (1) year period, the employees affected thereby must illustrate they have been adversely affected as a result of this Agreement to qualify for such benefits.

10. This Agreement may be cancelled by either party upon ten (10) days notice on the other, which will discontinue, for both parties, the allowances and protective arrangements specified herein that are not provided for in the current and respective Collective Bargaining Agreements.

This Agreement will become effective on April 1, 2002.

Signed in Omaha, Nebraska, this 7th day of March, 2002.

FOR THE ORGANIZATION:

/s/ Raymond L. Ash  
General Chairman, BMW

/s/ Joe M. Ybarra  
General Chairman, BMW

/s/ L. D. Riley  
General Chairman, BMW

/s/ R. D. Sanchez  
General Chairman, BMW

/s/ H. J. Granier  
General Chairman, BMW

/s/ Bill R. Palmer  
General Chairman, BMW

APPROVED:

/s/ R. B. Wehrli  
Vice President, BMW

/s/ E. R. Spears  
Vice President, BMW

FOR THE CARRIER

/s/ W. E. Naro  
General Director Labor Relations



March 23, 2006

L/R File: 210-20

Mr. H. J. Granier  
General Chairman BMWWE  
302 E Broadway Suite B  
Mayfield KY. 42066

Mr. B. R. Palmer  
General Chairman, BMWWE  
P O Box 2767  
Longview, TX. 75606-2767

Mr. L. D. Riley  
General Chairman, BMWWE  
3626 Hotze Rd.  
Salem, IL. 62881

Mr. R. D. Sanchez  
General Chairman, BMWWE  
350 N. Sam Houston PKWY. E. Ste. 202  
Houston, TX. 77060

Mr. S. Triebel  
General Chairman BMWWE  
Route 2 Box 250A  
Coffeyville, KS. 67337-8741

Gentlemen:

This is to confirm our discussions concerning the Carrier's desire to establish dual anchor cribbers (DAC), multi-head drills (MHD), walk behind goopers (WBG) and adzers positions with a separate rate of pay on the territory of the Railroad covered by the Collective Bargaining Agreement between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees effective July 1, 2000. At present, trackmen fill these positions without reference to any specific duties.

However, the Carrier wishes to specifically bulletin these positions to the trackman classification in hopes of simplifying the assignment and displacement processes and improving the maintenance and repair of the equipment.

During those discussions it was agreed that future advertisement and bulletins would include the following information in addition to what is already provided:

- (1) The position will be identified as a special power tool trackman positions;
- (2) Identification of the equipment involved such as dual anchor cribbers, multi-head drills, walk along gooper or walk along adzer;
- (3) And identification of the applicable rate of pay.

The rate of pay for these positions will be \$18.41 per hour subject to subsequent COLA and wage adjustments. They also will be treated as occupying a Group 5 as listed in the December 4, 1997 amendment (L/R File 210-01).

Either the Brotherhood or the Carrier may cancel this Agreement by serving a 90-day written notice upon the other. If the Agreement is not cancelled within 2 years of the effective date below, this cancellation clause is no longer applicable and it will become a permanent agreement.

If the foregoing correctly sets forth the understanding reached in conference, please sign the space provided below. This understanding will be effective May 1, 2006.

AGREED:

Yours truly,

/s/ W. E. Naro  
W. E. Naro  
General Director Labor Relations

/s/ H. J. Granier  
General Chairman, BMWWE

/s/ R. D. Sanchez  
General Chairman, BMWWE

/s/ L. D. Riley  
General Chairman, BMWWE

/s/ Sam Triebel  
General Chairman, BMWWE

/s/ B. R. Palmer  
General Chairman, BMWWE

APPROVED:

/s/ E. R. Spears  
Vice President, BMWWE

March 23, 2006

L/R File: 210-20

Mr. H. J. Granier  
General Chairman BMW  
302 E Broadway Suite B  
Mayfield KY. 42066

Mr. B. R. Palmer  
General Chairman, BMW  
P O Box 2767  
Longview, TX. 75606-2767

Mr. L. D. Riley  
General Chairman, BMW  
3626 Hotze Rd.  
Salem, IL. 62881

Mr. R. D. Sanchez  
General Chairman, BMW  
350 N. Sam Houston PKWY. E. Ste. 202  
Houston, TX. 77060

Mr. S. Triebel  
General Chairman BMW  
Route 2 Box 250A  
Coffeyville, KS. 67337-8741

Gentlemen:

This is to confirm our discussions concerning the Carrier's desire to establish power tie spacers (PTS), maintenance screw spikers (MSS), multi-drill screw spiker (MDS), cribber adzer (KA), tie plate placer (TPP), ride-on goopers (ROG), and rail lift plate inserter (RLPI) machine operator positions on the territory of the Railroad covered by the Collective Bargaining Agreement between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees effective July 1, 2000. Historically, trackmen filled these positions without reference to any specific duties although three of these machines have been recently bulletined to the machine operator class without a formal agreement. The Carrier wishes to assign these positions to the machine operator's classification in hopes of simplifying the assignment and displacement processes and improving the maintenance and repair of the equipment.

During those discussions it was agreed that future advertisement and bulletins would include the following information in addition to what is already provided:

- (1) Identification of the equipment involved such as power tie spacers, multi drill screw spikers, cribber adzer, tie plate placer, ride-on goopers and rail lift plate inserter;
- (2) And identification of the applicable rate of pay.

Either the Brotherhood or the Carrier may cancel this Agreement by serving a 90-day written notice upon the other. If the Agreement is not cancelled within 2 years of the effective date below, this cancellation clause is no longer applicable and it will become a permanent agreement.

If the foregoing correctly sets forth the understanding reached in conference, please sign the space provided below. This understanding will be effective May 1, 2006.

AGREED:

Yours truly,

/s/ W. E. Naro  
W. E. Naro  
General Director Labor Relations

/s/ H. J. Granier  
General Chairman, BMW

/s/ R. D. Sanchez  
General Chairman, BMW

/s/ L. D. Riley  
General Chairman, BMW

/s/ Sam Triebel  
General Chairman, BMW

/s/ B. R. Palmer  
General Chairman, BMW

APPROVED:

/s/ E. R. Spears  
Vice President, BMW

March 16, 2007

L/R File: 210-70

Mr. L. R. Below  
General Chairman BMWED  
510 8th St  
Sacramento CA 95814-1206

Mr. H J Granier  
General Chairman BMWED  
302 E Broadway Suite B  
Mayfield KY 42066

Mr. J. T. Finch  
General Chairman BMWED  
514 E Main St.  
Humble Tx. 77338

Mr. L. L. Foster  
General Chairman BMWED  
1470 B CR 5160  
Coffeyville Ks. 67337

Mr. C M Morgan  
General Chairman BMWED  
3009 W Colorado AVE #C-1  
Colorado Springs CO 80904

Mr. W. E. Morrow  
General Chairman BMWED  
PO Box 850  
Lyman WY 82937

Mr. B R Palmer  
General Chairman BMWED  
PO Box 2767  
Longview TX 75606

Mr. L D Riley  
General Chairman BMWED  
3626 Hotze Rd  
Salem IL 62881

Gentlemen:

This is in reference to our discussions concerning the application of Article II, Section 1 of the February 7, 1965 Job Stabilization Agreement (Feb 7th Agreement) in connection with determining when a furloughed employee entitled to compensation will cease to be a protected employee.

Article II, Section 1 states in pertinent part:

*"An employee shall cease to be a protected employee in case of his resignation, death, retirement, dismissal for cause in accordance with the existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreement, or failure to accept employment as provided in this Article."*

Our discussions focused on the portion of Article II, Section 1 indicating, *"An employee shall cease to be a protected employee in case of his...failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreement."* Specifically, when a position is advertised by bulletin pursuant to the terms of a Collective Bargaining Agreement and no bids are received from qualified

Mr. H. J. Granier et al  
March 16, 2007  
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Page 2 of 3

employees, it was agreed that the furloughed protected employee will cease to be a protected employee if a junior employee is assigned to the position pursuant to the terms of the Collective Bargaining Agreement or if the furloughed protected employee fails to accept the assignment made pursuant to the terms of the Collective Bargaining Agreement.

It was also agreed that a furloughed protected employee entitled to compensation under the Feb 7th Agreement who has been assigned to a regular position pursuant to the terms of the Collective Bargaining Agreement, will be treated for the purposes of Article IV of the Feb 7<sup>th</sup> Agreement as occupying that position on any regular assigned work day he declines an opportunity to work in that capacity subsequent to the day he was so assigned. This understanding does not modify in any way the conditions of employment concerning proper recall procedures, time limits for reporting after receiving a proper recall notice, forfeiture of seniority, etc. Hence, an employee who is assigned to a regular position pursuant to the terms of the Collective Bargaining Agreement on Friday' and reports to work on the following Wednesday after receiving formal recall notice on Tuesday, will not be entitled to protection benefits on Monday and Tuesday, however, his seniority will not be affected by reporting to work on Wednesday because he reported to his assignment within the specified time limits of the Collective Bargaining Agreement.

This Agreement is made with the understanding that it applies only to the Union Pacific Railroad Company and the undersigned committees of the Brotherhood of Maintenance of Way Employees Division/IBT. It therefore will not have any application or serve as precedent on any other railroad.

AGREED:

Yours truly,

/s/ W. E. Naro

/s/ L. D. Riley  
General Chairman, BMWED

/s/ B. R. Palmer  
General Chairman, BMWED

/s/ Wayne E. Morrow  
General Chairman, BMWED

Mr. H. J. Granier et al  
March 16, 2007  
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Page 2 of 3

/s/ C. M. Morgan  
General Chairman, BMWED

/s/ H. J. Granier  
General Chairman, BMWED

/s/ Larry L. Foster  
General Chairman, BMWED

/s/ Jeffrey T. Finch  
General Chairman, BMWED

/s/ Louis R. Below  
General Chairman, BMWED

APPROVED:

/s/ David D. Tanner  
Vice President, BMWED

/s/ R. D. Sanchez  
Vice President, BMWED

---

1The Friday identified herein is the normal agreed-to bulletin assignment day specified in the MOP/ BMWED collective bargaining agreement. This was used simply as an example. It is understood the principle derived from the above understanding will have the same application regarding a normal bulletin assignment day specified under any other BMWED collective bargaining agreement, as well.

**AGREEMENT**  
**between**  
**UNION PACIFIC RAILROAD**  
**and the**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION**

Union Pacific Railroad (UP) and the Brotherhood of Maintenance of Way Employees Division/IBT (BMWED), desire to establish Total Safety Culture Coordinator (Coordinator) positions to help facilitate a system wide Total Safety Culture (TSC) program for UP and its employees.

**SECTION 1 - PROGRAM**

- A. Affected Employees.** The provisions of this program will be implemented on the territories coming within the jurisdiction of the collective bargaining agreements (CBA) dated July 1, 2000 (MP), July 1, 2001 (UP), November 1, 2001 (CNW), and December 31, 2003 (SPWL).
- B. Purpose.** The Coordinator's role is to support and develop TSC across the system by providing direction and support for facilitators and I-Teams in their designated area. The positions may also be asked to participate in other advisory committees within TSC.

**SECTION 2- ESTABLISHMENT OF POSITIONS**

- A. Positions.** UP may establish Maintenance of Way TSC Coordinator positions to promote TSC and provide direction for TSC facilitators and I-Teams across the system. UP will initially establish five (5) full time TSC Coordinator positions to be assigned to each of the following areas; Northern Region, Southern Region, Western Region, Program Rail/Ties, and Bridge Construction. The Carrier may add additional positions thereafter, which will be appointed pursuant to paragraph B of this section, after notification to the Organization's General Chairmen.
- B. Selection of Qualified Coordinators.** All positions will be advertised to all BMWED employees who hold seniority on each position's primary assigned territory. Labor and Management will each designate two representatives to serve on a joint Selection Committee. This committee will review the list of candidates and will jointly make appointments based upon qualifications.



TSC Coordinator Position Agreement  
June 15, 2010  
Page 2 of 4

If the Selection Committee is not able to agree on a majority consensus on the appointment to a position, the Vice President of Engineering will cast the tie breaking vote. Once appointed to a position, incumbents will not be subject to displacement from any other employee.

- C. Term of Positions.** Each position will expire 12 months from the date of assignment unless extended through mutual agreement by the Selection Committee. At expiration of their term, the incumbent's position will be abolished in accordance with their respective CBA and displacement rights will flow from the applicable rule(s). Nothing in this Agreement requires the Carrier to maintain any position and they may be discontinued at any time.

Should either Labor or Management desire to remove an employee from a Coordinator position before the expiration of his/her term, the matter will be discussed and decided by majority vote of the Selection Committee. If a majority consensus cannot be reached, the Coordinator will be removed from the position and if it is to be filled, the Carrier will follow the procedures set for the in Section 2(B). An employee who is removed from a position will be allowed to exercise their seniority in accordance with their agreement.

- D. Rate of Pay and Expenses.** Each Coordinator will be paid at the rate of \$25.02 per hour which will cover all services rendered within a forty (40) hour work week with two consecutive rest days, which may not be the same rest days each week. Incumbents may also work an alternative work period arrangement as outlined in their respective Collective Bargaining Agreements. Overtime provisions of the CBA will apply to all services rendered in excess of a forty (40) hour work week or outside of the regularly assigned consecutive workdays or compressed work period.

Coordinators will be headquartered at the UP station nearest to their place of residence. When held away from headquarters, they will be reimbursed for any actual and necessary expenses incurred.

Except as expressly stated herein Coordinators will be governed in all other respects by their applicable CBA.

TSC Coordinator Position Agreement  
June 15, 2010  
Page 3 of 4

- E. Duties and Responsibilities of Total Safety Culture Coordinators.** The work performed by assigned employees will not be considered Scope covered under any CBA. The work may be performed by any class or craft of employees and assignees will not be confined to any specific seniority territory within or outside of their respective CBA. Such work cannot be used as a basis for claim by or on behalf of any employee.
- F. Feb 7<sup>th</sup> Agreement.** If an employee is assigned as a Coordinator and receives a lower rate of pay as a result of their selection, their protected rate will not be adjusted. The employee however will not be entitled to a differential allowance as a result of this move.

### **SECTION 3 – DISCLAIMER AND NON-WAIVER**

This TSC Agreement does not constitute a waiver by the BMWED, its various Divisions, or their respective members, of their rights and privileges under and/or arising from any provisions of law or regulations, federal or state, including but not limited to §103(g) of the Rail Safety Improvement Act of 2008 or 49 U.S.C.§20109. The BMWED, its various Divisions, and their respective members affirmatively disclaim any intended or unintended effect of this TSC Agreement on their federal and state rights, as defined above, the UPRR is estopped from taking any such claim to the contrary, and their consent to this Agreement will be withdrawn as a matter of law and this Agreement shall be considered void if there is any conflict between the TSC and those federal and state right enunciated above. Nothing in this Agreement prohibits UP from referring to the TSC program as a part of UP's, as yet incomplete RSIA section 103 (g) (1), safety risk reduction program or in connection with any proceedings under 49 U.S.C.§20109.

### **SECTION 4 – CANCELLATION CLAUSE**

Either party may serve a sixty day cancellation notice on the other party to terminate this Agreement. The parties will meet to discuss the concerns of the cancelling party during the notice period to see if mutual resolution can be achieved.

This Agreement is without prejudice to the position of either party and will not be referred to in any other forum except in its direct application.

TSC Coordinator Position Agreement  
June 15, 2010  
Page 4 of 4

**SECTION 5 – EFFECTIVE DATE**

This Agreement will become effective on the 1st day of July, 2010.

Signed in Omaha Nebraska, this 15th day of June, 2010.

FOR THE BMWED:

/s/ Dennis R. Albers  
General Chairman, BMWED

/s/ Larry L. Foster  
General Chairman, BMWED

/s/ H. J. Granier  
General Chairman, BMWED

/s/ C. M. Morgan  
General Chairman, BMWED

/s/ Wayne E. Morrow  
General Chairman, BMWED

/s/ L. D. Riley  
General Chairman, BMWED

FOR THE CARRIER:

/s/ D. A. Ring  
General Director Labor Relations

/s/ B. W. Hanquist  
Director Labor Relations

/s/ R. D. Sanchez  
Vice President, BMWED

/s/ David D. Tanner  
Vice President, BMWED



AGREEMENT BETWEEN  
UNION PACIFIC RAILROAD COMPANY  
AND  
EMPLOYEES THEREOF REPRESENTED BY  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES DIVISION-  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

The Union Pacific Railroad Company (“Carrier”) and the Brotherhood of Maintenance of Way Employees Division – International Brotherhood of Teamsters (“BMWED”) agreed to make certain changes to the Agreement dated July 1, 2000, to become effective January 1, 2011. In order to implement the changes made to the Agreement, the parties agree to take the following actions.

I. CREATION OF NEW DIVISION ROSTERS

(a) At 11:59 PM, December 31, 2010, all existing System Rail and District Tie Gang rosters in the Track, Welding and Roadway Work Equipment Sub-departments are frozen to begin implementation of the seniority integration set forth below.

(b) Effective at 12:01 AM, January 1, 2011, new seniority rosters for the existing seniority Divisions or Districts<sup>1</sup> will be established according to the following procedures: Employees possessing seniority rights on any of the System Rail and District Tie Gang seniority rosters identified in paragraph A, above, will have their earliest seniority date in each applicable classification transferred to the applicable rosters within their applicable home Seniority Divisions or Districts.

Example: Employee A has a Foreman seniority date of 1/23/05 on the System Rail Gang Foreman roster, a Foreman seniority date of 4/2/99 on the Southern District Tie Gang roster and no Foreman’s seniority date on his “home” Kingsville division. Employee A will now have a Foreman seniority date of 4/2/99 on the Kingsville seniority division because the 4/2/99 date is the earliest date possessed by Employee A in the Foreman classification.

(c) Following completion of the seniority date transfers, the frozen System Rail and District Tie Gang rosters will cease to exist.

(d) As part of the creation of the new Division rosters, the following will apply:

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<sup>1</sup> It should be noted that some classifications have Seniority Districts which are the equivalent of a Seniority Division – Work Equipment Mechanics, Welders, Water Service and Heavy Trucks (6 Ton Plus).

(1) All seniority prior rights are canceled.

(2) Employees who currently possess no Division seniority will be assigned a home Seniority Division containing a station of the Carrier that is closest to the employee's residence. This section will also be applied to Employees who only hold Division seniority on the former Joplin Division. Employees subject to this section, will receive written notice from the Carrier of such assignment, copy to the General Chairman. Employees receiving such written notice will have sixty (60) calendar days to notify the Carrier in writing, copy to the General Chairman, that they elect to establish their seniority in another Division.

(3) Employees who obtained seniority in two or more Seniority Divisions pursuant to the November 7, 1997 implementing agreement will be assigned to the Seniority Division in which they are actively employed and will forfeit seniority in any other Division in which they received seniority pursuant to the November 7, 1997 Implementing Agreement. Furloughed employees will be assigned to the Seniority Division in which they last performed compensated service for the Carrier and will forfeit seniority in any other Divisions in which they received seniority pursuant to the November 7, 1997 Implementing Agreement.

Employees subject to this section will receive written notice from the Carrier of such assignment, copy to the General Chairman. Employees receiving such written notice will have sixty (60) calendar days to notify the Carrier in writing, copy to the General Chairman, that they elect to retain their seniority in another of the Divisions in which they obtained seniority pursuant to the November 7, 1997 Implementing Agreement.

(e) Seniority roster publication following this process and roster protests will be subject to Rule 11.

## II. CONVERSION OF GANGS AND ASSIGNMENT OF EMPLOYEES

(a) Carrier will provide the list of gangs prior to January 1, 2011 and how they will be designated as of January 1, 2011. Existing positions will not be re-advertised even if their designation under the new Agreement will change. For example:

<u>Gang Number</u>	<u>Current designation</u>	<u>1/1/2011 designation</u>
61XX	Division gang	Zone 7 gang
62XX	Division gang	Division gang
82XX	District Tie gang	System gang
83XX	System gang	System gang

(b) New and vacant positions will be bulletined on December 3, 2010, and the bids will close at 5 p.m. Central Time on December 13, 2010. Jobs will be awarded and assigned no later than December 24, 2010, to be effective January 1, 2011. The normal bulletin cycles will resume on December 31, 2010.

(c) All Employees with a seniority date earlier than January 1, 2011, will be allowed a one-time “walk off”.

- (1) This “walk off” must be used between January 1 and March 31, 2011, or be forfeited.
- (2) Exercise of a “walk off” displacement will be treated for purposes of qualification as a bid under Rule 19.
- (3) A “walk off” is considered a separate exercise than an exercise of seniority due to displacement.
- (4) An Employee who is displaced, but has not exercised his “walk off” rights, may treat that displacement as a “walk off” displacement.

### III. EFFECT OF SCOPE RULE CHANGES ON RULE 9 (SUBCONTRACTING)

The parties agree that the changes made to the Scope Rule are administrative in nature. The changes to the Rule are not intended either to expand or diminish the parties’ rights under the Agreement regarding the subcontracting of maintenance of way work.

### IV. NEW FACILITIES

It is agreed and understood that the Joliet Intermodal Terminal (Global 4) is contained within the Illinois Seniority Division.

### V. MEETING TO REPUBLISH AGREEMENT

The parties will meet on or about November 15, 2010 to review all side letters to the July 1, 2000 Agreement to determine whether or not they should be included in the new Agreement to be effective January 1, 2011. The meeting will produce an Agreement suitable for publication and distribution to the Carrier’s officers and employees represented by BMWED.

It is agreed that the following Agreements will continue to be applicable (except as specifically superseded by the January 1, 2011 Agreement, such as prior rights), but will not be printed in the updated agreement:

1. Agreement of December 7, 1976, consolidating the Ste. Genevieve and Sparta Subdivisions with Missouri Division (Appendix J-3 of the April 1, 1975 Agreement).
2. Agreement of July 15, 1981 consolidating Memphis Terminal Division with Arkansas Division (Appendix J-4 of April 1, 1975 Agreement).
3. Agreement of January 21, 1993, consolidating portions of MKT with Kansas City Terminal Division (Appendix J-13 of April 1, 1975 Agreement).

4. Agreement of February 5, 1993, consolidating former C&EI into former MP (Appendix J-14 of April 1, 1975 Agreement).
5. Implementing Agreement of November 7, 1997, consolidating SP(EL), SSW, MKT, OKT, and SPCSL with MP.
6. Agreement of July 5, 1997, settling Section 6 notices served on the former SPCSL.
7. Agreement of July 1, 2000, for division of Roadway Equipment Mechanic work between the IAM and BMW.
8. Agreement of January 8, 2001, for Water Service Mechanic to work on District 4 and the Central-Kansas.
9. Agreement of November 1, 2001 for SPCSL prior righted employees subject to Rule 36 – per diem.
10. Agreements of June 1, 2002 and July 15, 2003, for division of Water Service work between SMWIA and BMW.
11. Agreement of May 20, 2008, with reference to the filling of the Bridge Tender position on the Port Allen Bridge.

#### VI. GRANDFATHERED RATES

The grandfathered rates applied to former SPCSL employees under the July 5, 1997 Agreement will apply whenever that employee is working in the classification which received the grandfathered rate.

#### VII. EXPENSES – AWAY FROM HOME

The operation of Rule 41(b) of the January 1, 2011 Agreement is that when employees are provided lodging through the use of a Carrier-provided CLC card, the employees will receive a meal allowance pursuant to the provisions of the Award of Arbitration Board No. 298. Specifically, if the charge for lodging under the CLC card exceeded the maximum lodging reimbursement under the Award of Arbitration Board No. 298, that excess charge will not be billed to the employee nor deducted from the employee's daily meal allowance.

#### VIII. RULE 16 MORATORIUM

The Carrier agrees to a moratorium of its ability to invoke the provisions of Rule 16 until January 1, 2016.



IX. SUBSEQUENT MEETING TO REVIEW IMPLEMENTATION

The parties will meet on or about March 31, 2011 to review the process of implementation of the new Agreement and make any agreed upon technical adjustments or interpretations necessary to the implementation of the Agreement.

Agreed on this 17<sup>th</sup> day of November, 2010.

AGREED:

/s/ Dennis R. Albers  
General Chairman BMWED

/s/ D. A. Ring  
General Director, Labor Relations, UPRR

/s/ H. J. Granier  
General Chairman BMWED

/s/ Andrea Gansen  
AVP, Labor Relations, UPRR

/s/ L. D. Riley  
General Chairman BMWED

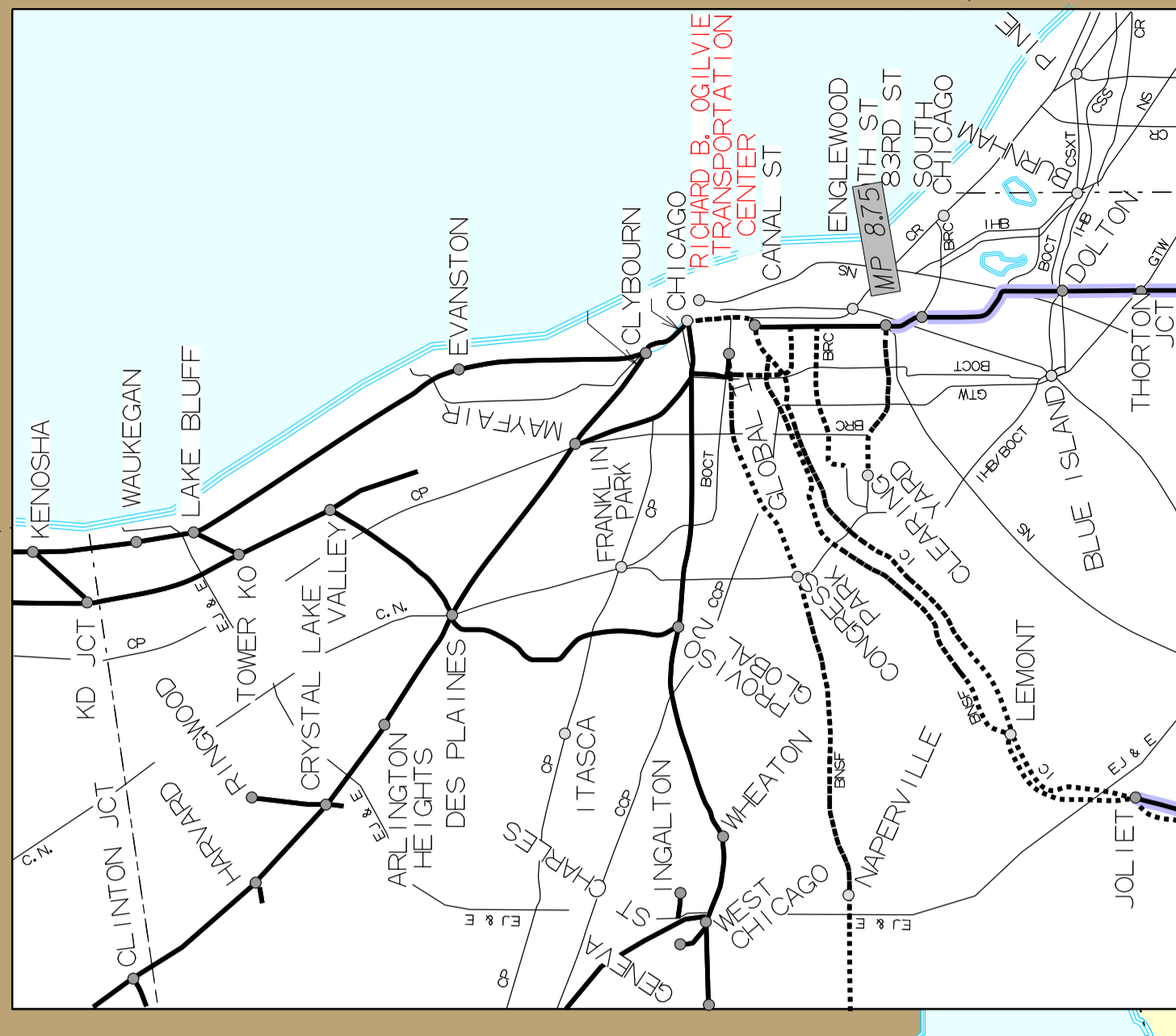
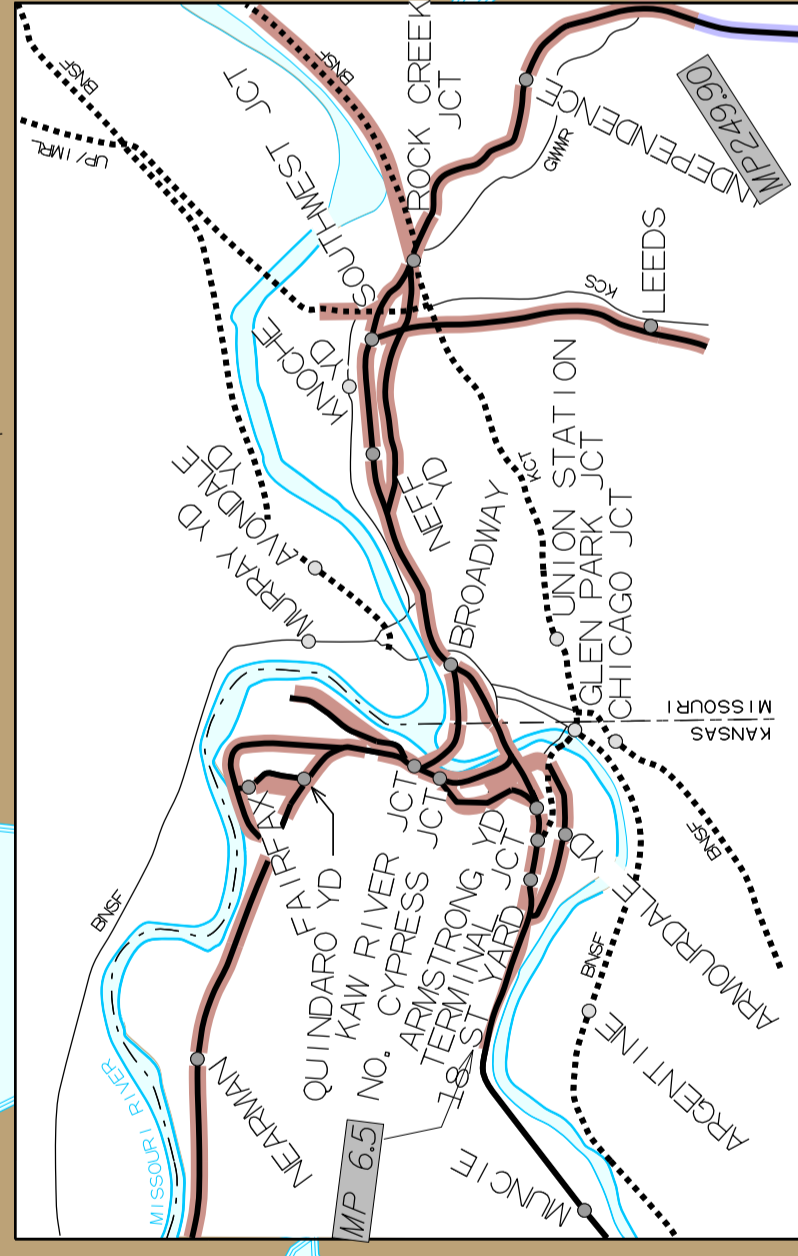
/s/ Larry Foster  
General Chairman BMWED

APPROVED:

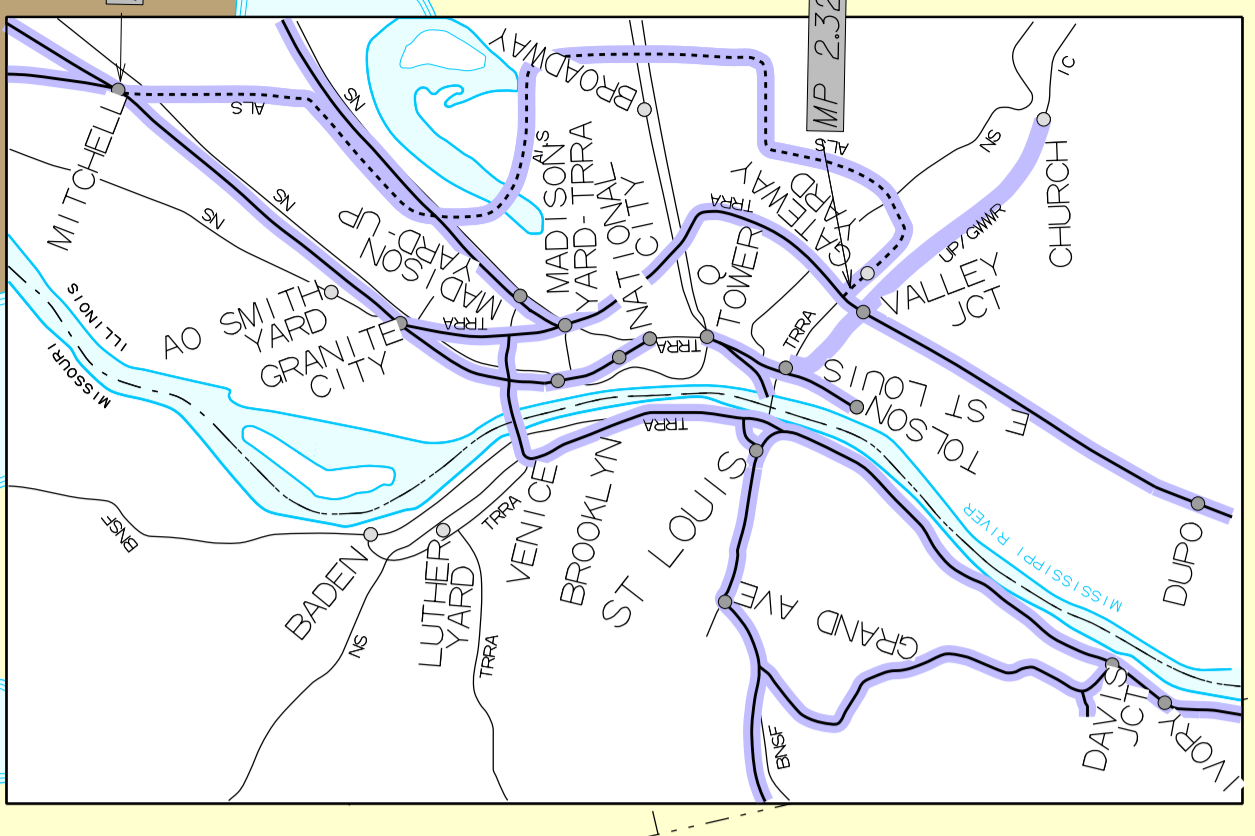
/s/ R. D. Sanchez  
Vice President BMWED

**ZONE TERRITORY LIMITS  
JANUARY 1, 2011**

<u>MP</u>	<u>Subdivision</u>	<u>Abutting Zone</u>	<u>MP</u>	<u>Subdivision</u>	<u>Abutting Zone</u>
<b>Zone 1 St. Louis (Division 1, Eastern, Illinois)</b>			<b>Zone 5 Houston (Palestine, Kingsville, DeQuincy)</b>		
8.75	Villa Grove	Metro	1.14	Palestine	3
36.76	Joliet	Ill. Central	17.00	Lufkin	6
172.96	Hoxie	3	429.00	Beaumont	6
40.30	Jonesboro3	3	297.00	Lafayette	6
249.90	Sedalia	2	71.30	Glidden	7
276.02	River	2	28.00	Cuero	7
<b>Zone 2 Kansas City (Division 4, Kansas City Term, Omaha, Eastern)</b>			130.00	Corpus Christi	7
472.00	Falls City	UP	91.70	Navasota	7
276.02	River	1	117.40	Bryan	7
249.9	Sedalia	1	89.20	Hearne	7
43.41	Parsons	8	<b>Zone 6 Livonia (Palestine, DeQuincy, New Orleans, Arkansas)</b>		
327.00	Coffeyville	8	17.00	Lufkin	5
6.50	Kansas	UP	429.00	Beaumont	5
89.00	Topeka	UP	297.00	Lafayette	5
172.05	Lost Springs	8	311.60	Reisor	3
638.50	Tucumcari	SPWL	503.80	Monroe	3
<b>Zone 3 Little Rock (Arkansas, Red River, New Orleans, Consolidated No. 1)</b>			225.90	Lufkin	3
172.96	Hoxie	1	<b>Zone 7 San Antonio (Palestine, Kingsville, Rio Grande, Del Rio)</b>		
40.30	Jonesboro	1	820.00	Valentine	SPWL
346.20	Van Buren	8	653.52	Valentine	4
503.80	Monroe	6	130.00	Corpus Christi	5
311.60	Reisor	6	28.00	Cuero	5
225.90	Lufkin	6	71.30	Glidden	5
1.14	Palestine	5	918.80	Waco	4
95.73	Mineola	4	91.70	Navasota	5
524.98	Pine Bluff	4	117.40	Bryan	5
<b>Zone 4 Ft. Worth (Red River, Rio Grande, Palestine, Central)</b>			89.20	Hearne	5
561.00	Duncan	8	102.50	Ft. Worth	4
566.05	Wichita	8	121.00	Ennis	4
524.98	Pine Bluff	3	<b>Zone 8 Wichita (Central)</b>		
95.73	Mineola	3	561.00	Duncan	4
121.00	Ennis	7	172.05	Lost Springs	2
102.50	Ft. Worth	7	327.00	Coffeyville	2
918.80	Waco	7	43.41	Parsons	2
653.52	Valentine	7	566.05	Dallas	4
			346.20	Van Buren	3

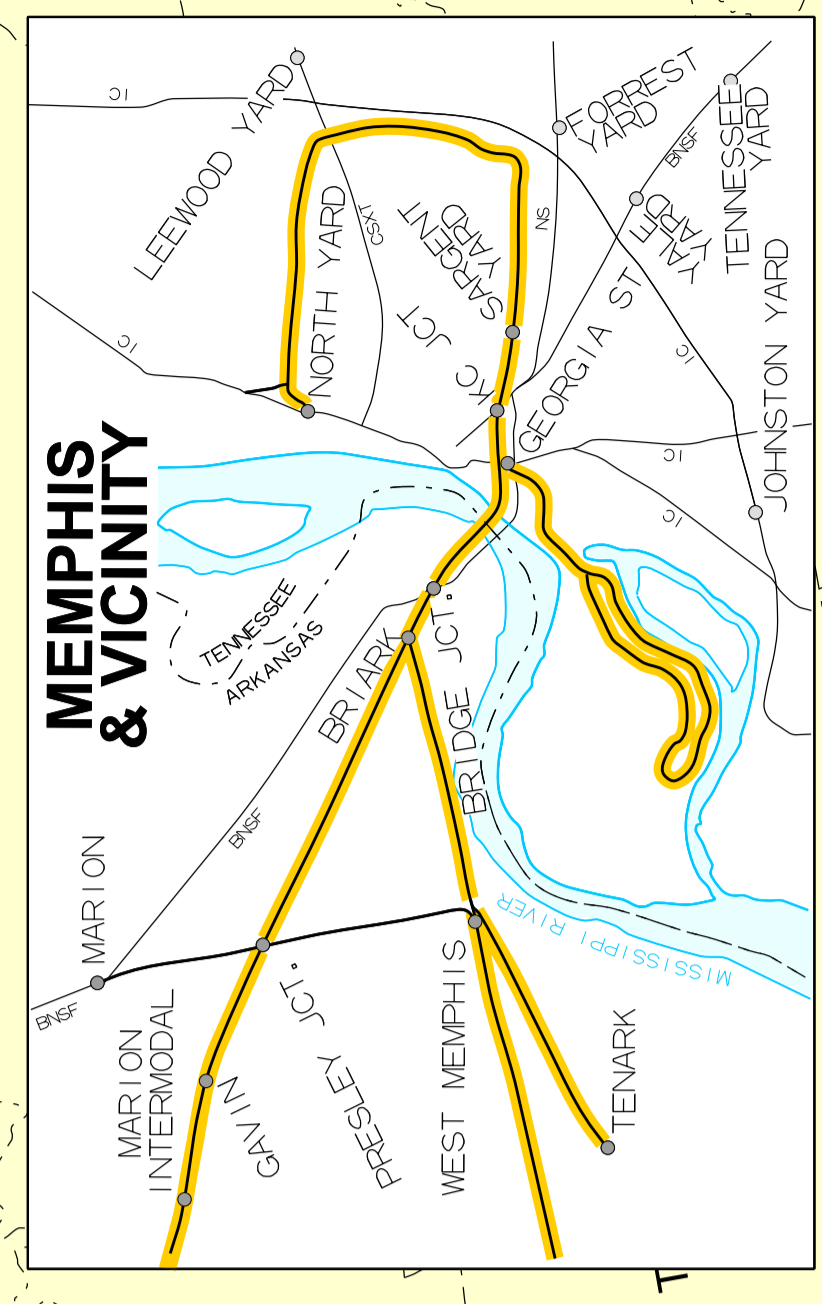


ZONES	
1 -	ST. LOUIS, MO.
2 -	KANSAS CITY, MO.
3 -	LITTLE ROCK, AR.
4 -	FT. WORTH, TX.
5 -	HOUSTON, TX.
6 -	LIVONIA, LA.
7 -	SAN ANTONIO, TX.
8 -	WICHITA, KS.



**ZONE 1 - ST. LOUIS**

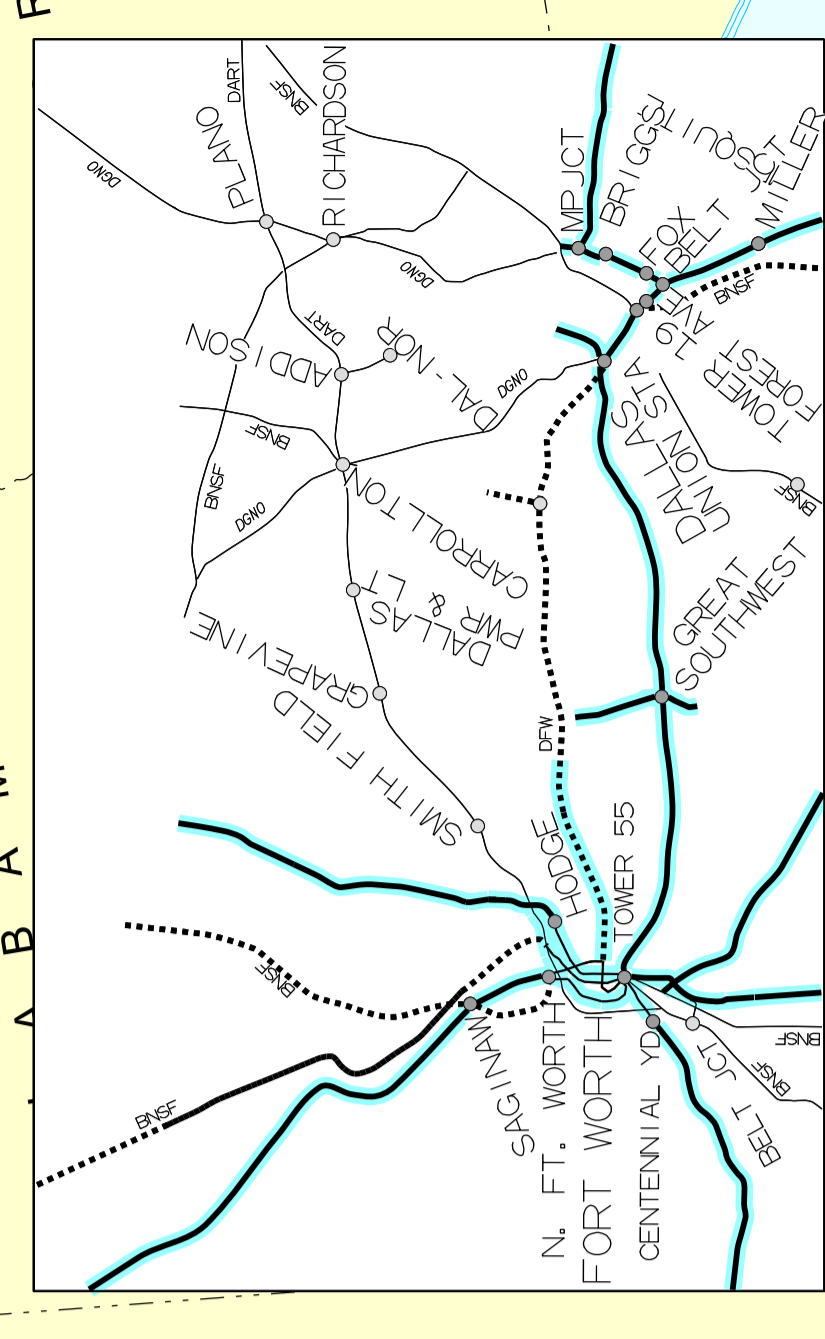
**ZONE 2 - KANSAS CITY**



**ZONE 3 - LITTLE ROCK**

**ZONE 8 - WICHITA, KS**

**ZONE 4 - FT. WORTH**



**ZONE 7 - SAN ANTONIO**

**ZONE 5 - HOUSTON**

**ZONE 6 - LIVONIA**

