

General Information

Great effort has been made to keep the scanned pages of the “T&P Agreement” exactly as the printed form (spelling and format). There are still mistakes. If a conflict arises as to which is right, you should refer to the printed version.

This file has every page from the “T&P Agreement Rev.91”, plus pages copied from General Chairman Rudel’s agreement book (side letters and other agreements). The new inserted pages are numbered like 46a, 46b, 209b, 209c and so on.

There are three ways to navigate:

- 1. Use the ‘Find button’ located on the tool bar or ‘ctrl-f’ on the key board.**
- 2. Use the Bookmarks.**
- 3. Or use the Index at the beginning of the file.**

I hope that my effort is of help to every member.

**Steve Cline
Local 243
Fort Worth, TX**

AGREEMENT

BETWEEN THE

**UNION PACIFIC RAILROAD COMPANY
(FORMER TEXAS PACIFIC)**



AND ITS EMPLOYEES REPRESENTED
BY THE

UNITED TRANSPORTATION UNION-C&T

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

REVISED DECEMBER 15, 1991

THIS BOOK IS THE PROPERTY
OF THE

UNION PACIFIC RAILROAD COMPANY

AGREEMENT BETWEEN
UNION PACIFIC RAILROAD COMPANY (T&P)

AND THE

UNITED TRANSPORTATION UNION
(YARDMEN - BRAKEMEN - CONDUCTORS)

I HEREBY AGREE TO RETURN IT TO THE PROPER OFFICIAL
WHEN CALLED FOR, OR UPON LEAVING THE SERVICE: OR, FAILING TO DO
SO, AUTHORIZE THE DEDUCTION OF TEN DOLLARS FROM WAGES DUE.

(Employee's Signature)

(Employee's S.S. No.)

This sheet to be placed on individual's personal record file.

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY (T&P)
and the
UNITED-TRANSPORTATION UNION
Yardmen - Brakemen - Conductors

The following will be the schedule rate of wages and regulations relating thereto for Yardmen, Brakemen and Conductors:

REWRITTEN: December 15, 1991

RATES EFFECTIVE: (Per Rate Appendix - Page 477)

The portions of this schedule relating to vacation, holiday and other national agreements are reproduced in part as excerpts for easy reference and understanding of the major provision. It is understood and agreed that all other National Agreements are applicable and any provisions that may not have been included are applicable and any provisions in conflict therewith will not be considered by the parties.

It was the intent of the parties signatory hereto in revising this schedule to include all rules and/or agreements applicable to employes represented by this organization, and should any of the previously existing rules and/or agreements have been inadvertently omitted, it is understood and agreed that such rules and/or agreements will be considered a part hereof.

Any existing agreements, agreed understandings, or interpretations which are not included herein and have not been modified, superseded or cancelled by the rules of this Agreement and are not in conflict therewith will remain in effect. The wording of some of the rules of the former agreement has been modified, and in some instances certain paragraphs have been placed under different captions. This has been done for the purpose of clarity, but it is understood that the meaning has not been changed.

The right to negotiate and interpret schedule rules and agreements covering rates of pay and working conditions of employes covered by this agreement is vested in the General Committee of Adjustment of the United Transportation Union and the Railroad.

The right of employes covered by this agreement to have the regularly constituted committee of his organization represent him in the handling of his grievances under the recognized interpretation placed upon the agreement involved between the officials of the railroad and the General Committee of Adjustment making same is conceded.

Any rulings made with reference to any Article enumerated herein by the proper Official of the Railroad will be made in writing, and the Chairman of the General Committee of Adjustment, United Transportation Union, will be furnished a copy of said ruling, but said ruling shall not be made effective until agreed to between the parties herein mentioned.

FOR THE

UNION PACIFIC RAILROAD (T&P)

/s/ T. L. WILSON

Director of Labor Relations

FOR THE

UNITED TRANSPORTATION UNION

/s/ S- B. RUDEL

General Chairman

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The letter "C" stands for "Common Section" located in center of book, applicable to both road and yard.

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INDIVIDUAL LOCALS

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ARTICLE 1

RATES OF PAY

(a) A Yardman assigned to work as Yardmaster will be paid the established rate for such service performed, provided that in no case shall the yardman so assigned receive less than yardman's regular rate.

(b) Foremen will receive the rates of pay provided for Footboard Yardmasters where no Yardmaster is on duty for entire period of assignment.

(c) Yard crews will not be required to work short handed when men are available, nor will they be required to work with inexperienced men when experienced men can be obtained. (See Crew Consist Agreement effective April 1, 1980.)

(d) When a yardman, either regularly assigned or on the extra board, is used as brakeman in road service in emergency due to the extra board's being depleted, he will be paid under the brakeman's schedule rules in all respects including the calculation of overtime, if any, the same as a brakeman, except that the yard helpers rates of pay shall apply. (See Rate Appendix for all rates.)

ARTICLE 2

YARDMEN'S DUTIES

(a-1) It is understood that all work, such as coupling and uncoupling cars, throwing switches, piloting trains, or engines through yards, belongs to and shall be performed by employes covered by this schedule, with the understanding that this will not be construed to mean that herders will be provided at points where they are not now employed, nor to prevent yardmasters from doing such work in emergencies, nor interfere with the use of switch tenders where needed.

(a-2) Yardmen will be required to switch cars of stock and place them for loading, and unloading, the same as any other class of freight, but will not be required to go into the cars to drive out the stock, or go into the pens to drive the stock into the cars.

(a-3) All construction or work train service exclusively within yard limits, will be manned by yardmen. (See MofA September 29, 1960 - T-32046 Page 5.)

(a-4) Yard crews will not do switching with cabooses; when train crews are relieved at terminals, cabooses will be promptly placed on caboose track.

(a-5) Yardmen will not be required to fill water cars, or assist in supplying engines.

(b) Switch tenders will not be required to perform such work as coupling and uncoupling cars, or piloting trains or engines through yards.

(c-1) Car retarder operators will, when required, perform any of the work of a yardman or foreman during the day's work.

(c-2) Where a yardman performs car retarder operators' work and other switching service on the same shift, it will be termed "combination" service and the higher rate of pay will apply for the entire shift.

(c-3) When car retarder operators are not in towers, yardmen will, when required, throw switches. It is understood when this is necessary, it will not be considered car retarder operators work and will not be termed "combination" service.

(c-4) Car retarder operators may be required to work both humps, either as retarder operators, or yardmen, or both. They will help with any engine connected with the hump work whenever required to do so.

(c-5) Car retarder operators will make minor repairs as their time permits.

LETTER OF FEBRUARY 2, 1920, T-150:

Attached herewith please find decision handed down by Railway Board of Adjustment No. 1 as set up in case against Texas and Pacific Railroad reference claim of yardmen for work of piloting trains or engines to and from trains.

The submission made to the Administration was for the interpretation of Article II of yardmen's agreement, it being the contention of representatives of the B. of R. T. that all piloting of engines through terminals belongs to and must be performed by employes covered by yardmen's schedule. We held that the understanding meant that we were not required to provide herders where not now assigned, however, the decision as made must now govern.

At a number of places it is now customary for hostler helpers to pilot engines between round-house and depot or departure yard, and possibly at some places the piloting of trains and engines in and about yards is being done by other than yardmen.

Under our schedule we are privileged to:

- First, provide herders.
- Second, provide switch tenders.
- Third, use switchman (helper) from assigned crew.

This understanding that if switchman from assigned crew is used, we cannot require the crew to work short-handed; i.e., with less than foreman and two helpers. (See Crew Consist Agreement effective April 1, 1980.)

So that we may first, use a switchman from an assigned crew consisting of foreman and two helpers, understanding, engine and remainder of crew may be "on the spot" while switchman is so used. Second, assign a third helper to certain crews which would permit of using the third man, when necessary, to pilot engines, and the switch crew continue working - not then being short-handed.

We will continue handling engines within Mechanical yard and roundhouse as at present.

MEMORANDUM AGREEMENT, April 1, 1987, 850.90-1:

The following will apply to Switchmen qualified as hostlers/hostler helpers when used to protect temporary vacancies as such pursuant to the provisions of the UTU National Agreement of October 31, 1985:

1. Yard rate applicable to switchmen will be allowed.
2. Service will be treated the same as if the tour or shift had been as a switchman for purposes of applying the 22 1/2 Hour Rule of the Five-Day Work-Week Agreement or the overtime provisions of the appropriate basic agreement.
3. When switching vacancies and hostling vacancies have identical call times, the switching vacancies shall be filled first.

This agreement signed at Spring, Texas becomes effective April 1, 1987.

HOSTLER/HELPER POSITIONS PROTECTED BY TRAINMEN

IT IS AGREED:

There shall be no change in the duties of hostlers/helpers however, trainmen protecting such positions will be subject to the following:

- (1) Positions will be advertised in accordance with the appropriate yard rules.

NOTE: Should a position go no bid and the Carrier not desire to abolish the assignment, it shall have the option of:

- (a) working the vacancy off the yard extra board, or;
- (b) force assigning the vacancy in the following sequence:
 - (i) Junior protected yardman holding a blankable position.
 - (ii) Junior protected brakeman holding a blankable position.
 - (iii) Junior non-protected yardman from the yard extra board.
 - (iv) Junior non-protected brakeman from the road extra board.

If the assignment is worked off the extra board, the position must be re-advertised in the normal manner before assignment to the position may be made.

- (2) Overtime rules applicable to regular and extra yardmen shall apply.
- (3) The yard helper rate of pay, presently \$115.39 per day, shall apply to each position.
- (4) Basic day, starting time and meal period rules will apply.
- (5) Crew Consist protected individuals working these positions shall receive a trip credit in the appropriate productivity fund for each tour worked.

- (6) Crew Consist protected individuals force assigned to one of these positions shall be treated as though forced to a "must fill" position.

This agreement signed this 5th day of April, 1991, shall apply at Ft. Worth Terminal only and may be cancelled by either party signatory hereto by serving five (5) days written notice upon the other party.

MEMORANDUM OF AGREEMENT, September 29, 1960, T-32046:

In full and final settlement and disposition of Item 31 of that notice it is hereby AGREED that:

If in the future complaints are made that road crews working both inside and outside of yard limits in work train service that such service within yard limits is excessive, the carrier and the organization will handle such complaints with the view of agreeing on some formula to keep down such complaints.

INTERCHANGE, Excerpt from SBA Award No. 2030:

1. The carrier must designate an interchange track or tracks for receipt and delivery of cars interchanged.
2. If only one track is designated such track must be filled to the clearance point before placing cars on an adjacent track which is not designated as an interchange track.
3. In making delivery the crew involved cannot shove the cars farther than the clearance point.
4. If more than one interchange track is designated and if there is an overflow of cars in interchange movement, the designated tracks must be filled before delivering the overflow to an adjacent track not designated as an interchange track.
5. It is not a violation for crews to couple into cars on an interchange track and shove same far enough to get their cars in the interchange track, but they cannot shove farther than the point of clearance of such track.
6. It has also been ruled that if the designated interchange track has a blue flag at the entrance to the track or the track is being held open for an incoming train or an outbound train has been made up on the interchange track, the interchange track is not considered as being available; but the

carrier must justify the cause of such interchange track or tracks being unavailable for interchange.

7. It has also been ruled that in interchange of cars and engine-to-engine delivery, it is not a violation if such delivery is made in the vicinity of the designated interchange track or tracks.

ARTICLE 3

BASIC DAY, OVERTIME AND ASSIGNMENTS

(a) Eight hours or less shall constitute a day's work in yard service, except in case of sickness or dismissal. Yardmen called for any trick will be paid a minimum of eight hours, whether work is furnished them the entire time or not.

(b) Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; where exercising seniority rights, from one shift to another; or work performed by regular relief men on assignments which conform with the provisions of the Five-Day Work Week Rule; all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime, on the minute basis, at one and one-half time the hourly rate. (See MofA effective November 1, 1974.)

In the application of this rule, the following shall govern:

(1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service.
(The term "road service", as used in this Paragraph (2), shall not apply to employes paid road rates, but governed by yard rules.)

(3) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(5) Except as modified by other provisions of this Rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were* in the same grade of service, except where there is another man available to perform the work at pro rata rates.

(6) Any time worked by Car Retarder Operators in excess of eight (8) hours, where continuous shifts are worked, due to making turnover or waiting for relief, will not be considered as overtime.

(c) A minimum crew will be considered a unit, and if overtime is made by any member of such minimum crew, same will be allowed to the entire crew.

NOTE: What compensation should be allowed an extra man who is called and at 4 a.m. relieves a regular man who is covering an assignment 12 midnight to 8 a.m., and the assignment works until 9 a.m. - regular yardman working four hours, extra yardman working five hours, remainder of crew working nine hours?

Extra man will receive a minimum day only.

(d) Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew, except regular relief assignments under Five-Day Work Week Agreement. So far as it is practicable, assignment shall be restricted to eight hours' work.

MEMORANDUM OF AGREEMENT, A 321-12, 5727-LP, Effective 11/1/74:

In settlement of controversy concerning proper payment for employes in yard service when not fully rested under the Hours of Service Law, the following will govern:

1. When an employe is required by the Carrier to double over on another job at a time when he (1) has less than eight hours to work under the Hours of Service Law, (2) has already worked at least eight hours in yard service, and (3) is qualified for time and one-half rate -- he will be allowed payment at time and one-half rate for the time he actually works on the assignment on which he doubles, and for the balance of the eight-hour shift, which he is unable to work because of the Hours of Service Law, he will be paid at the pro rata rate.

2. The understanding set forth in Paragraph 1 will also apply when an employe is called by the Carrier on short rest (less than eight hours) to work a second assignment.

3. An employe will not have any claim to a job if he has less than eight hours to work under the Hours of Service Law, except that where two or more employes with the same amount of time to work are reasonably available, the senior of such men will be offered the work.

4. This Agreement signed at Dallas, Texas, this 24th day of October, 1974, becomes effective November 1, 1974, and will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

EXAMPLES UNDER ABOVE AGREEMENT:

EXAMPLE 1:

On October 1 an employe works his regular yard assignment from 8:00 a.m. to 4:00 p.m. and then doubles onto a 4:00 p.m. job and works until 8:00 p.m.

He will be compensated 8'00" at pro rata rates for service performed from 8:00 a.m. to 4:00 p.m.; 4'00" at punitive rates and 4'00" at pro rata rates for service performed 4:00 p.m. to 8:00 p.m.

EXAMPLE 2:

An extra employe, on Oct. 1, works an 8:00 a.m. to 4:00 p.m. job and then doubles onto a 4:00 p.m. job and works until 8:00 p.m. On Oct. 2, he is called for a 6:30 a.m. assignment and works until 2:30 p.m. at which time he is required to double onto a 2:30 p.m. position and works until 6:30 p.m.

He will be compensated 8'00" at pro rata rates for service 8:00 a.m. to 4:00 p.m.; 4'00" at punitive rates and 4'00" at pro rata rates for service performed 4:00 p.m. to 8:00 p.m.; 8'00" at punitive rates for service performed 6:30 a.m. to 2:30 p.m.; 8'00" at pro rata rates for service performed 2:30 p.m. to 6:30 p.m.

EXAMPLE 3:

On Oct. 1, an employe works his regular assignment from 8:00 a.m. to 4:00 p.m. and is then required to double onto a 4:00 p.m. job and works until 8:00 p.m. On Oct. 2 he is called and takes service at 4:00 a.m. on an assignment working 12:00 mn to 8:00 a.m. He is then required to work his regular assignment working 8:00 a.m. to 4:00 p.m.

He will be compensated 8'00" at pro rata rates for service performed 8:00 a.m. to 4:00 p.m.; 4'00" at punitive rates and 4'00" at pro rata rates for service performed 4:00 p.m. to 8:00 p.m.; 8'00" at punitive rates for service performed 4:00 a.m. to 8:00 a.m.; 8'00" at pro rata rates for service performed 8:00 a.m. to 4:00 p.m.

FIVE-DAY WORK WEEK, Agreement "A", May 25, 1951 (Effective December 1, 1955 as per Agreement of October 4, 1955, Article IV(a), T-29250:

ARTICLE 3

Section 1

(a) Effective December 1, 1955, each carrier, which has not theretofore done so, will establish for all classes or crafts of yard service employes covered by this Article 3, subject to the exceptions contained therein, a work week of forty hours consisting of five consecutive days of eight hours each with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article 3.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) On properties or portions thereof operating under the strict seniority or mark-up plan yard service employes shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employes have been posted, all yard service employes will be required to make seven choices of their preferred "days off" period and the local chairman and local officers will cooperate in assigning the employes their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employes will exercise seniority on the

days of their work week in accordance with rules or practices in effect on individual properties or yards.

(c) After the "days off" periods have been assigned as referred to in Section 1(b) and (2) (b) days off periods assigned to individual employes shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employes exercising seniority to other "days off" periods will be governed by the provisions of Section 11(b).

(d) Extra men will be handled in accordance with Section 6.

(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employes may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b) (1) and Section 1 (b) (2) (a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2

The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employes shall mean a period of seven consecutive days starting with Monday.

Section 3

(a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments or by extra employes when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employes.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules and have different points for going on and off duty within the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra

board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules, However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employes will cooperate in designating days off of individual members of a crew.

(NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.)

(f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employes, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employe and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employes will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employes 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 it was not practicable to grant two consecutive days off.

Section 5

On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employes on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employes selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employes bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employes on the yard extra board bidding in regular or regular relief assignments in yard service or employes on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 11 of this Article 3.

Employes selecting yard service under this Section 5 will be considered as not available for road service during any work

week except as provided herein. Where one of the boards becomes exhausted, employes on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employes will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5.

(NOTE: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employes and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.)

Section 6

Extra or unassigned employes may work any five days in a work week and their days off need not be consecutive.

Section 7

(a) In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employe or employes holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any yard service employe or employes who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employes are unable to displace an employe or employes with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employe or employes, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employes endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7, (2) that such yard service employes are used from the extra board in accordance with rules

in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employe or employes have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8

(1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply:

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this paragraph (b), shall not apply to employes paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employe at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall

be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

Note (1): On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

Note (2): The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employe's relief fails to report at the fixed starting time.

Note (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "OVERTIME RATE IN YARD SERVICE - EXTRA MEN", and providing for pay at time and one-half, without exception, to extra yard men performing a second tour of duty in a 24-hour period, the Employes' Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employes worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half time the basic straight time rate for such excess work except:

(a) Where days off are being accumulated under Section 4 of this Article 3;

(b) When changing off where it is the practice to work alternately days and nights for certain periods;

(c) When working through two shifts to change off;

(d) Where exercising seniority rights from one assignment to another;

(e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employe for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, 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 not included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefore, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article 3.

(5) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

Section 9

Beginning on the date this Agreement becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended as to such carrier to provide the following insofar as yard service employes and employes having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

(Omitted - See Vacation Agreement - Supplement No. 13.)

Section 10

Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 11

(a) All regular or regular relief assignments for yard service employes shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employe on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employe to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

(c) An employe on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employe on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph

(d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in paragraphs (b) and (c) of this Section, employes, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8, paragraphs (3) and (4) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employes in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12

(a) Where reference is made in this Article 3 to the term "yard service" it shall be understood to have reference to service performed by employes governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article 3 shall not apply to:

Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
Levermen
Switchtenders (sometimes classified as Switchmen)

(c) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 13

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up boards", etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3 provided that such understandings shall not be inconsistent with this Article 3.

MEMORANDUM OF AGREEMENT, Effective October 15, 1960, T-30181:

IT IS AGREED:

1. That under the Five-Day Work Week Agreement, Article 3, Section 11, Agreement "A" of May 25, 1951, amended by Agreement of October 4, 1955, an employe on a regular or regular relief assignment in yard service, who takes another regular or regular relief assignment in yard service, or an employe on a yard extra board who takes a regular or regular relief assignment in yard service, will be permitted to go on the assignment of his choice and he will take the conditions of that assignment without regard to the number of straight time eight-hour shifts already worked prior to the time he made his choice, but will not be permitted to work more than eleven (11) straight time eight-hour shifts in a pay period, except an employe who has not voluntarily made a move, or one who makes a voluntary move by bidding in a position with the same

off days as he previously held, will not be removed from his regular assignment to avoid working more than eleven (11) straight time eight-hour shifts within a pay period.

2. A regular assigned yardman who is deprived of his assignment through no fault of his own and exercises his seniority on another regular or regular relief assignment, will automatically take the conditions of his new assignment; provided, however, that the day or days worked in a pay period in excess of that which is provided for in paragraph 1 hereof, will be paid for at straight time rate.

3. Employes worked in excess for reasons other than that which is stipulated in paragraphs 1 and 2 of this agreement, in a pay period will be paid for such excess service at rate of time and one-half.

NOTE: A pay period is from the 1st-15th, incl., or from the 16th-last day of the month, incl.

4. This agreement shall take precedence over any rules or agreements in conflict therewith.

5. This agreement is subject to cancellation upon fifteen (15) days notice from one party to the other without the formality set out in the Railway Labor Act.

AGREED TO INTERPRETATION, November 3, 1960, of Agreement effective October 15, 1960, T-30181:

That this agreement does not apply in any way to regularly assigned Yardmen who do not change their assignment, and Paragraph 3 has no application to them.

It applies only to Yardmen who change assignments in the circumstances referred to in Paragraphs 1 and 2.

Paragraph 3 is subject only to application to those covered by Paragraph 1, but not to those covered by Paragraph 2.

LETTER AGREEMENT, March 13, 1962, T-30181:

This refers to your letter of January 4, 1962, requesting an amendment by an addition to paragraph 1, Memorandum of Agreement (T30181) effective October 15, 1960, concerning yardmen changing assignments.

I am agreeable to such an amendment.

The Memorandum of Agreement (T-30181, effective October 15, 1960, is hereby amended by the adding to paragraph 1 the fol-

lowing, such amendment to become effective April 1, 1962:

....or a man assigned to an assignment which is scheduled to work twelve (12) days in a pay period and exercises his seniority by bidding in an assignment with different off days than the assignment he held which is also scheduled to work twelve (12) days in the same pay period, will be permitted to go on the assignment he bids in and he will take the condition of the latter assignment but in no event will he be permitted to work more than twelve(12) days in such pay period.

MEMORANDUM OF AGREEMENT, Effective April 1, 1956, T-29250:

This Agreement, by and between The Texas and Pacific Railway Company, Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, and Fort Worth Belt Railway Company and their employees in yard service covered by current T&P and TP-MP schedule agreements rewritten as of December 1, 1955, and by FWB schedule agreement effective December 16, 1948, and represented by the Brotherhood of Railroad Trainmen,

W I T N E S S E T H:

These parties are also parties to an agreement entered into at Chicago, Ill., on the 4th day of October 1955. That agreement - Article IV - provided for the establishment of a five-day work week for yardmen effective December 1, 1955, subject to the provisions of Article 3 of Agreement "A" dated at Washington, D. c., May 25, 1951.

IT IS AGREED, effective April 1, 1956, that the Memorandum of Agreement dated at Dallas, Texas, November 14, 1955, is cancelled in its entirety, and is replaced by the following:

(The underscored Sections and Paragraphs hereinafter referred to are those contained in Article 3 - Five-Day Work Week - Agreement "A" of May 25, 1951.)

A) Under Section 4:

When a day or days off cannot be made a part of a regular assignment, as per Section 3, at points where extra board is not maintained, such day or days may be filled by using the regular man, who will be paid at straight-time rate until a total of five (5) off-days have been accumulated, at the end of which time an extra man will be sent from the extra board to work the accumulated off-days. If relief is not furnished after five (5) off-days are accumulated, the regular man will be paid time and one-half for the additional off-days required to work until relief is furnished in accordance with the provi-

sions of Section 8-(3).

B) Under the Note to Section 5:

The present handling will be continued in working men from one common extra board at certain points where this is in effect.

C) Under Paragraphs (b) and (c) of Section 7:

1.. In order to avail himself of an opportunity to work until he has completed five straight time 8-hour shifts, which include working days of his assignment (whether worked or laid off), within his work week, a regular assigned yardman whose assignment is annulled for a day may, if he so desires, place himself on the extra board for that purpose. He will not be used thereafter, except as provided for in Paragraph (E) hereof. The first 8-hour shift performed from the extra board will be paid for at straight time rates.

2.. A yardman who, in accordance with 1 above, goes on the extra board, will advise those in charge to that effect any time after tying up of his assignment on the shift prior to date of the annulment. He will be placed on the extra board as of the time he so notifies those in charge.

3.. In the event a yardman does not work off the extra board, his name will be removed therefrom eight hours prior to the starting time of his regular assignment, in order that he may be available to protect it when it next works. If in the meantime he should be worked from the extra board, he will not be entitled to pay for time lost off his assignment as a result of such work. When he reports for his regular assignment, he will resume service thereon if and when rested and available to protect it, and will be paid straight time rates for the first 8-hour shift.

D) Under Paragraph (b) of Section 11:

A regular assigned yardman who is deprived of his assignment through no fault of his own and exercises his seniority on another regular assignment, will automatically take the conditions of the new assignment; provided, however, that the day or days worked in excess of five (5) in the period beginning with the first day of the work week of the assignment he held at the time he made the change, and continuing through the first work week of his new assignment, will be paid for at straight time rates.

E) Under Paragraph (d) of Section 11:

1.. The extra board shall be deemed exhausted (1) whenever there is no extra board man available; (2) whenever there is no yardman (as per Article 13-g of current agreement), who has

been cut off account reduction in force, available at the point and who has notified the yardmaster in writing of his desire to be used; and (3) whenever any extra board yardman or cut-off yardman (Article 13-g of current agreement), although available, has already worked five straight time 8-hour shifts in his current work week.

2.. When the extra board has been exhausted as per 1 above, and it is necessary to fill a vacancy, (first) use the most senior man holding a regular assignment, who has at least 8 hours to work before his regular assignment begins, unless he has filed with the carrier a written indication that he does not care to be used off his regular assignment, (second) in which case the next most senior man having 8 hours to work before his regular assignment begins and who has not indicated that he does not wish to work off his assignment will be called. The man so used can, if he wishes, double onto his regular assignment. This particular handling here supersedes that part of the current agreement, Article 13(a), reading: "It being understood that no man who is entitled to a regular job will be allowed to fill a vacancy properly belonging to an extra man."

F) A part of the current agreement, Article 13(a), reads:

"* *When a vacancy is bulletined, the oldest extra man shall be placed on same, but an extra man will not be permitted to double over on to such a vacancy until he has had eight (8) hours off duty as long as there are no other extra men on board."

In yards where the above-quoted rule is applicable, the oldest extra man will not be placed on such bulletined vacancy when he cannot work thereon either because -

- (1) he has already worked five straight time 8-hour shifts in his work week, or because
- (2) the posted vacancy occurs during the days off (one or both) of the assignment.

G) This agreement shall remain in full force and effect until changed or terminated in accordance with the provisions of the Railway Labor Act as amended.

Representatives of the carrier and of the employees will cooperate in carrying out the aforesaid agreements, as well as this Memorandum of Agreement.

Signed at Dallas, Texas, this 22nd day of March 1956.

LETTER, May 4, 1956, File T-29250-General:

This is with reference to your letter of April 27, File TC-64.

You have asked the question as to what becomes of less than five accumulated off-days worked by a yardman under paragraph (A) Memorandum of Agreement effective April 1, 1956, when such yardman changed to another assignment on which off-days are not accumulated.

Such days will be disregarded - dropped.

General Chairman Aucoin, who receives a copy of this letter, is in accord.

LETTER, January 22, 1957, File T-30070:

Please refer to request contained in your letter of October 17, 1956.

I am agreeable, effective February 1, 1957, that yardmen on their day(s) off who would ordinarily be used under the findings of T&P Awards 753-6, which would also include same rule - Paragraph e-2 of Memorandum of Agreement T-29250 effective April 1, 1956 - be not used thereunder to double on a second separate shift on the same work day, when other junior regular men are available.

ARTICLE 4

LUNCH TIME

(a) The time for fixing the beginning of the meal periods is to be calculated from time fixed for the crew to begin work as a unit or time to begin work for an independent individual assignment, without regard to preparatory or individual duties.

(b) Yardmen, including Car Retarder Operators, will be allowed 20 minutes for lunch between 4-1/2 and 6 hours after starting work without deduction in pay.

(c) Yardmen, including car Retarder Operators, will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

NOTE: The lunch period should be given and completed by the time the 6 hours is up.

(d) Where practicable to do so, yardmasters and crew affected may agree on a definite time and place for crew to tie up for lunch.

ARTICLE 5

STARTING TIME, BEGINNING AND ENDING OF DAY

(a) The time for fixing the beginning of assignments is the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(b) Regularly assigned yard crews will each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours' advance notice; pay of yardmen to begin when required to report for duty and end when they reach the point at which they report for duty.

(c) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A.M. and 8:00 A.M.; the second 2:30 P.M. and 4:00 P.M.; and the third 10:30 P.M. and 12 Midnight.

(d) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph (c).

(e) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M. and the second not later than 10:30 P.M.

f) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (c) of (e).

(g) At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (b).

(h) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above mentioned.

(i) Yardmen shall have a regularly designated place to be relieved at hour for quitting work, which place is to be agreed upon by the Railroad's representative in charge and Committee representing the men.

(j) Yardmen required to begin work or are relieved at other than regularly designated place to begin work or be relieved, as provided for in Paragraphs (b) and (i), will be paid not less than time necessary to travel to and from regularly designated point to begin work or be relieved, with a minimum of one hour at the overtime rate.

NOVEMBER 1, 1991 NATIONAL AGREEMENT

ARTICLE VIII - SPECIAL RELIEF, CUSTOMER SERVICE - YARD CREWS

(a) When an individual carrier can show a bona fide need to obtain or retain a customer by servicing that shipper outside of the existing work rules related to starting times and yard limits for yard crews, such service may be instituted on an experimental basis for a six-month period.

(b) Prior to implementing such service, the carrier will extend at least 14 days' advance written notice to the General Chairman of the employees involved. The notice will include an explanation of the bona fide need to provide the service, a description of the service, and a listing of the work rules related to starting times and yard limits for yard crews which are at variance with existing agreements.

(c) A Joint Committee, comprised of an equal number of carrier representatives and organization representatives, shall be constituted to determine whether a bona fide need exists to provide the service. If the Joint Committee has not made its determination by the end of the 14 day advance notice period referenced in Paragraph (b), it shall be deemed to be deadlocked, and the service will be allowed on an experimental basis for a six-month period. If, after the six months have expired, the organization members of the Joint Committee continue to object, the matter shall be referred to arbitration.

(d) If the parties are unable to agree upon an arbitrator, either party may request the National Mediation Board to appoint an arbitrator. The fees and expenses of the arbitrator will be shared equally by the parties.

(e) The determination of the arbitrator shall be limited to whether the carrier has shown a bona fide need to provide the service requested or can provide the service without a special exception to the existing work rules related to starting times and yard limits for yard crews being made at a comparable cost to the Carrier.

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

This Article shall become effective ten days from the date of this Implementing Document except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

This confirms our discussion concerning Article VIII - Special Relief of this Implementing Document, particularly, the 14 day advance notice provision required before implementing any such special relief service.

We agreed that in most situations there will be ample opportunity, between the time that a special service need arises and when it must be implemented in order to retain or obtain a customer, to meet the 14 day notice requirement. In fact, in situations where practicable the carriers should provide more advance notice in order to enhance the opportunity for agreement with the appropriate General Chairmen.

However, we also recognized that situations may arise where it is impossible to provide 14 days' advance notice without losing or substantially risking the loss of a customer or new business. It was understood that in such a case it is not the intent of Article VIII to bar a carrier from pursuing business opportunities. Accordingly, the carrier will furnish as much advance notice as possible in such a situation; observe the remaining provisions of Article VIII, and bear the additional burden of proving that a notice period of less than 14 days was necessary.

If, in the opinion of the organization, this relaxed notice exception has been abused, the parties agree to confer and consider methods to eliminate such abuse, including the possibility of elimination of this exception.

ARTICLE 6

OUTSIDE SERVICE

(a) At points where yard service is maintained yard limit board will be the line of demarcation between yard and road work, except at specific points where schedule-agreements provide that yard engines may work beyond yard limits without additional compensation.

(b) Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in cases of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

NOTE:

Q. Does the term "Minimum of 1 hour" mean that time of two short trips in road service is cumulative, or does it mean that minimum payment for each time used in road service is 1 hour?

A. Minimum of 1 hour for each time used in road service.

Q. How does Article 6(b) apply in the following examples:

(a) Work 5 hours in yard, then used in road service 4 hours, making 20 miles; total spread, 9 hours?

(b) Work 3 hours in yard, then used in road service 3 hours, making 18 miles; total spread 10 hours?

(d) Work 2 hours in yard; used in road service 30 minutes, making 5 miles; returns to yard and works 2 hours; again used in road service for 1 hour, making 10 miles; then returns to yard and works 2 hours and 30 minutes; total spread, 8 hours?

(e) Work 1 hour in yard; used in road service for 1 hour, making 20 miles; returns to yard and works 5 hours; again used in road service for 2 hours, making 15 miles; total spread, 9 hours?

(f) Assigned from 7 a.m. to 3 p.m.; work 2 hours in yard; used in road service for 1 hour, making 10 miles; returns to yard and works 4 hours; again used in road service for 5 hours, making 25 miles; relieved at 7 p.m.; total spread 12 hours?

(g) Assigned from 7 a.m. to 3 p.m.; work 1 hour in yard; used in road service 9 hours, making 30 miles; relieved at 5 p.m.; total spread 10 hours?

A. Under Article 6 (b) yard crews regularly assigned to perform service within switching limits would be paid:

(a) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 4 hours at pro rata road rates.

(b) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 2 hours at pro rata road rates.

(c) Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 3 hours at pro rata road rates.

(d) Eight hours at straight yard rates, 1 hour at pro rata road rates for first road service, and 1 hour at pro rata road rates for second road service.

(e) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), 20 miles at pro rata road rates for first road service, and 2 hours at pro rata road rates for second road service.

(f) Eight hours at straight yard rates, 4 hours at yard overtime rates (time and one-half), and 9 hours at pro rata road rates.

(c) Where no emergency exists, 100 miles will be allowed for each trip made in road service outside of switching limits.

(d) This is not to apply to pusher engines at Baird, and switch engines in Fort Worth Belt, Dallas, Eagle Ford, Reisor and Westwego service.

ARTICLE 7

TIME NOT ALLOWED

Yardmen will be notified when time is not allowed as per time slips giving reasons therefor, and voucher will be issued immediately to cover shortages when requested, of \$5.00 or more (T-13545).

ARTICLE 8

HELD FOR ORDERS, ATTENDING COURT, ETC.

(a) When a yardman is held subject to orders, he will be paid

for all time lost.

(b-1) Yardmen, including those on vacation, when required by the Railroad to serve as witnesses at court, will be paid the amount they would have earned had they remained on their assignment, and in addition, actual expenses incurred.

(b-2) Extra men, including those on vacation, when used at court, will be paid a minimum of eight hours for each day, and actual expenses incurred, and stand last out on the board on returning to work.

(b-3) If used as witness at court, and not required to lose any time, a yardman will receive one day's pay at regular rates.

(c) Yardmen required to give depositions will be paid as follows:

For four hours or less, one half day's pay; for more than four hours, one day's pay at the rate for the service in which the yardman is engaged. Time to begin 30 minutes before time to report.

(d-1) A yardman, who is required by the company to be present at an investigation as a witness, will be paid, the period of time he is required to remain in attendance, one-eighth of a minimum days pay at the rate of his last service for each hour or fraction thereof with a minimum of 2 hours in any one calendar day. If he is required to deadhead on this account he will also be paid deadhead pay on the basis of his last service, and in addition thereto, will be reimbursed for any actual expense. A yardman who necessarily loses earnings from his assignment on this account in an amount in excess of what he would be paid under the foregoing will be paid what he would otherwise have earned on his assignment. The payment provided for in this paragraph will not be made, however, in cases covered by the following paragraph.

(d-2) If a yardman charged has any responsibility in connection with a matter under investigation, the Company will not be obligated to pay him anything on account of having required him to be present at the investigation. The company will not be obligated to pay anything to those who may be present at an investigation by request of the Committee, or by request of an individual under charge or his representative; nor to pay anything to witnesses required to be present if the Committee or an individual initiates a charge which requires an employee to be present at an investigation. (T-31662, UTU 1913 y-8-d)

(e) Yardmen while off duty, when required to report to an officer of the Company at his office to fill out report forms involving accident or personal injury will be allowed actual

time on minute basis, at the pro rata rates, from the time required to report until released. This does not affect application of other paragraphs of this Article.

ARTICLE 9

COUPLING AIR ROSE, ETC.

(a) At all points where there are Car Department employees, or where trains are made up, yardmen will not be required to couple or uncouple safety chains, air, signal or steam hose, nor will they be required to handle cars on repair track that have no draw-bars, unless chained together by Car Department employees.

(b) At points in terminals other than repair track, yardmen will not be required to chain up cars when carmen are available to perform this service.

Cheney Award - Effective September 1, 1951 - T-24002:

A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding dated May 25, 1951, which should read as follows: "Rules, agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam, and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefor will be made but where rules, agreements, interpretations or practices require payment to Yardmen under conditions stated therein for coupling or uncoupling air, steam or signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only 95 cents."

NOTE: At points where there are Car Department employees, yardmen when required to couple or uncouple air, steam or signal hose, each member of the yard ground crew shall be paid one allowance of only .95 cents for the entire tour of duty.

MEMORANDUM OF AGREEMENT, signed March 16, 1968, effective December 1, 1967, Files 340-4617-1, 340-4617-2:

In full and final settlement of notices served by the Brotherhood on September 29, 1966 and notice served by the Carriers on October 10, 1966, each notice regarding coupling air, making air tests, etc., identified by Carriers' files listed below and NMB Case No. A-8129, it is agreed that the agreements now in effect providing for compensation to yardmen, when required to couple and/or uncouple air, steam and signal

hose under the conditions set forth in those agreements, shall be increased to provide for an allowance of \$1.71, which allowance shall be subject to future wage adjustments.

ARTICLE 10

LOADING AND UNLOADING FREIGHT; HANDLING WAYBILLS, AND KEEPING SEAL RECORDS

(a) Yardmen will not be required to load or unload freight.

(b) Yardmen will not be required to list cars switched, except cars of live stock, perishable or other important loads, switched to industries for unloading, or delivered to connecting lines. On such cars, condition of seal will also be noted. (See Award No. 1277, SBA No. 29, awarding one-hour payment.)

(c) Yardmen will not be required to take seal records nor handle waybills except:

(1) Between Reisor and Shreveport:

(2) Yard foremen assigned yard engines in making trips between East Dallas and West Dallas will handle waybills in line with bulletin instructions of yardmaster. Yard foremen assigned yard engines West Dallas will handle waybills from Eagle Ford and Harrys to down town switch shanty in line with instructions of Yardmaster. Yardmasters and those having to do with handling of waybills will arrange to deliver and receive waybills from yard foreman with as little delay as possible. It is understood no discipline will be assessed against yard foremen for any failure in handling of waybills.

(3) Yard foreman performing the switching at Plaquemine may be required to handle bill of lading of cars, make record of cars placed and/or picked up on Indian Village Branch and handle waybills between Plaquemine and Addis, and when so required will receive footboard yardmaster's rate.

FINDINGS, Award 1277, SBA No. 29:

There is scarcely any doubt but that it was required of Yard Foreman Cushing, on the dates in question, to make up a switch list of the track that he had been instructed to handle without a switch list. He did make such a switch list and filed it and this was outside the scope of his duties. He is entitled to a quantum meruit for performing this service of one hour. The helpers are not entitled to any claim in connection with the matter as it is not shown that they performed any work outside their regular service. CLAIM sustained for one

hour quantum meruit in accordance with the foregoing findings for Foreman Cushing, denied as to the helpers.

ARTICLE 11

ICE FURNISHED

Yard engines and/or towers will be supplied with drinking water, and ice shall be furnished from March 1st to November 15th. (See MofA 7/30/81 - Drinking Water - page 207.)

ARTICLE 12

PERMANENT VACANCIES, SENIORITY RIGHTS

(a) All permanent vacancies for positions covered by this agreement will be posted by bulletin for 72 hours, and the senior men making written application will be assigned, it being understood that if the vacancy is for Foreman or Car Retarder Operator the applicant must be qualified for such service. When an engine is ordered for the second period, it will be considered permanent and bulletined.

(1) In filling positions of Car Retarder Operators, ability and seniority will be considered; the Company to be the sole judge as to the competency of the applicant for the filling of the position.

(2) There shall be no preference of seniority exercised as to the car retarder stations on any one shift.

(3) Yardmen desiring to be considered in line for promotion to Car Retarder Operators must learn the work on their own time.

(b) A change of pay, or a change of time for starting to work of one hour or more, will be considered a vacancy and bulletined, except a general increase or decrease in wages affecting alike the positions of yard foremen, helpers, herders, car retarder operators and switch tenders shall not be considered "a change of pay" within the meaning of this Paragraph (b).

(c) The age of yardmen will date from the time they last entered service, and the seniority of yardmen is extended to cover positions of Car Retarder Operators and switch tenders. (See MofA June 29, 1981 - New men establishing seniority page 152.)

(d) Yardmen will have access at all times to seniority list, which will be posted in a convenient place, and will contain a correct list of all yardmen and their age in the service. General and Local Chairmen will be furnished a copy of seniority list every 90 days.

(e) A yardman losing a job bid in by him or held by his seniority through reduction in force, shall be entitled to take choice of jobs according to his seniority in the terminal. This will apply to yardmen if qualified on positions of car retarder operators. Any man giving up a regular assigned job of his own accord, can only displace the youngest regular assigned man.

(See Carrier's letter of February 24, 1961, file T-32536, UTU file Y-12-a, case 83, page 33.)

LETTER AGREEMENT, March 8, 1948, File T-22000:

It is recognized that inexperienced men entering yard service are not qualified to take charge of engines as foremen until they have gained sufficient knowledge and experience qualifying them for the duties of foreman.

I am agreeable to the following interpretations of Articles 12 and 13 of the Yardmen's Agreement in instances where a yardman acts as foreman of a yard crew:

After an inexperienced yardman has had 9 months actual service (time cut off or laying off over 30 days will be deducted from this 9-month period) as such in the yard where employed, he will be given a trial to determine whether or not he is qualified to act as foreman, provided he advises the General Yardmaster in writing of his desire to be so qualified. Before such yardman is disqualified he must first be given an investigation under Article 19, and may be appealed as provided in this article.

The above paragraph applies in the same manner to experienced yardman who has had 9 months actual service as such when employed, except after two months actual service, he will be privileged to handle in line with preceding paragraph.

A Yardman may be qualified by the General Yardmaster without regard to the preceding paragraphs.

This understanding does not in any manner change the seniority status of anyone now in service as a yardman or who may enter service as such in the future, i.e., they will establish and accumulate seniority as provided in Article 12c - Yardmen's Agreement.

Superceded by newer article 13 eff. Jan 1, 1960, LETTER INTERPRETATION, Articles 12a and 13a, October 13, 1955, T-29410:

When permanent vacancy or vacancies for positions of foreman, helper, herder, and switch tender are bulletined under the provisions of paragraph (a), Article 12(a), and are not bid in by regular assigned yardmen or yardman and/or senior extra yardmen or yardman, the senior extra yardman or yardmen shall be assigned in preference to junior extra yardmen who may have filed a bid, EXCEPT that on foremen's positions the senior extra yardman qualified as foreman (Letter agreement T-22000 March 8, 1948) will be assigned.

MEMORANDUM OF AGREEMENT, Effective October 16, 1960, Carrier File T-30578, NMB Case No. A-6341:

In full and final settlement of Item 3 of the notice, given by the Brotherhood of Railroad Trainmen, under date of November 2, 1959, under Section 6 of the Railway of Labor Act, and under Carrier's file T-32046, it is AGREED that the following provision is adopted, to become effective on October 16, 1960:

"Yard crews assigned under the provisions of Article 12, Paragraph (a), of the yard agreement will be designated by name and number.

"The designation will indicate the general area in which such assignment will usually work. This will not prevent any such assignment from performing work in a general area bulletined for some other assignment, or assignments, but yard crews will not be arbitrarily required to exchange work.

"However, nothing herein will alter or affect any of the provisions of the National Five-Day Work Week Agreement of May 25, 1951 (Carrier's File T-29250).

"Since it is recognized that conditions and switching requirements do change from time to time, the carrier reserves the right to revise the number or name and designated general areas of such regular yard crew assignment, posting revised bulletins accordingly, and in that case the assignment will be rebulletined and assignment thereto made in accordance with the rules of the governing agreement."

LETTER OF UNDERSTANDING, February 24, 1961, File T-32536:

This will confirm our conference discussion of February 24, 1961, with reference to your letters of January 31, February 13 and February 15, 1961, concerning the manner in which foremanship vacancies are bulletined on certain regular assigned yard engine shifts. It is understood:

(1) On regular yard engine shift assignments on which, under applicable schedule rules, the foreman is regularly allowed the rate of pay for Footboard Yardmaster, such vacancies will, under Article 12(a), be bulletined as "Foreman, acting as Footboard Yardmaster."

(2) When a change is made in the foremanship of the above mentioned assignment, such foremanship assignment will come under Article 12(b) and will be bulletined as either "Foreman" or "Foreman, acting as Footboard Yardmaster," and the regular assigned man will remain on the assignment during the bulletin period.

LETTER AGREEMENT, December 4, 1947, T-22106-1-Y:

A regular position that is not filled by the regular assigned incumbent for a period of fifteen consecutive calendar days will be considered a permanent vacancy and will be bulletined in accordance with Article 12(a).

Fifteen consecutive calendar days is understood to mean the first date vacant to and including the fifteenth, i.e., regular assigned man lays off or for any reason does not fill his regular assignment on the calendar day of January 30th, the fifteenth day would be February 13th; on February 14th bulletin will be issued, except should this date for bulletining fall on Sunday or legal holiday (New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve or Christmas, provided when any of these holidays fall on Sunday, the day observed shall be considered the holiday) will then be bulletined on the next work day.

A Yardman whose assignment is bulletined in accordance with the above, will, upon returning to service, be entitled to take choice of jobs according to his seniority in the terminal. This will apply to yardmen if qualified on position of car retarder operator, or in event a yardman is filling temporary assignment and his assignment is bulletined in line with the above, he will, upon being released from the temporary service also be entitled to take choice of jobs according to his seniority in the terminal. This will apply to yardmen if qualified for position of car retarder operators.

This understanding is subject to cancellation on fifteen days written notice by either party.

AGREED AMENDMENT, March 21, 1952, T-22106-1-Y:

In the calculation of the 15-day period, it will exclude paid vacation days that are continuous with, before or after, or during lay off period.

MEMORANDUM OF AGREEMENT, Signed July 13, Effective February 4, 1962
(Applicable to T&P, FWB, A&S) File T-32949:

Providing for the Establishment
of Seniority District for Yardmen

SECTION I

(a) Effective as of 12:01 a.m., February 4, 1962, seniority rights of yardmen in service as such at the effective time and date of this agreement who are employed on lines of Railway parties to this agreement, will be consolidated into seniority districts as provided for in Section II hereof, and effective time and date of this Agreement will establish seniority on the district to which assigned, as hereinafter provided and thereafter will accumulate seniority in all yards in their respective districts, but will retain prior rights to service in the yard in which they held seniority prior to the effective time and date of this agreement.

(b) Separate seniority rosters for each of the seniority districts defined in Section II hereof will be maintained, showing names of yardmen holding seniority rights prior to the effective time and date of this Agreement in the yard in which first employed and the date of their merged yard seniority rights upon the district on which they now have seniority as yardmen. They will hold prior rights in the yards in which employed prior to the effective time and date of this Agreement.

SECTION II

Seniority districts for yardmen are hereby established and shall be as follows:

(a) District No. 1 will include yardmen employed Texarkana, Marshall, Longview and Hollywood-Shreveport Yard.

(b) District No. 2 will include yardmen employed at Dallas and Fort Worth, including the Fort Worth Belt Railway Company.

(c) District No. 3 will include yardmen employed at Abilene, Sweetwater, Colorado City (if and when yard service is restored at that point), Big Spring, Odessa and El Paso.

SECTION III

(a) Separate yardmen's extra boards will continue to be maintained in each of the yards listed in Section III, except at Odessa, Texas, where extra men are provided from the extra board maintained at Big Spring, Texas.

(b) Nothing in the agreement shall be construed as giving a yardman who holds a regular assignment or place on the extra board in one yard the right to claim extra work in any of the other yards comprising his seniority district, except Odessa, Texas. This, however, does not bar claims for time lost account deprived of service in contravention of seniority rights if mishandling occurs in violation of the provisions of this agreement.

(c) All new positions permanently vacated and positions which have been vacated for a period of fifteen (15) calendar days in each yard listed in Section II hereof will be bulletined and open to all yardmen on their respective seniority districts.

(d) Letter Agreement bearing date of December 4, 1947, is amended to read:

A regular position which is not filled by the regular assigned incumbent for a period of fifteen (15) consecutive calendar days will be considered a permanent vacancy and will be bulletined in accordance with Article 12, paragraph (a), of the agreement governing yardmen.

(e) Fifteen consecutive calendar days is understood to mean the first day vacant to and including the fifteenth day, i.e., regular assigned man lays off or for any reason does not fill his regular assignment on the calendar day of February 15, the fifteen day will be February 29, or March 1. On March 1 or 2, as the case may be, bulletin will be issued except should the day for bulletin fall on Sunday or legal holiday (New Years Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve or Christmas Day, providing when any of these holidays fall on Sunday the day observed by the State or Nation shall be considered the holiday) will then be bulletined on the next work day.

(f) A yardman whose assignment is bulletined in accordance with the provisions of this Section will, upon returning to service, be entitled to take choice of jobs according to his seniority in the yard and/or terminal in which he was employed

at the time he did not fill his assignment which cause it to be placed under bulletin; this will apply to yardmen if qualified on positions of foreman or car retarder operator. In the event a yardman is filling a temporary assignment and his assignment is bulletined in line with the above, he will upon being released from the temporary service also be entitled to take choice of jobs according to his seniority in the yard or terminal in which engaged when he was divorced from his assignment; this will apply to yardmen if qualified for position of foreman or car retarder operator.

(g) In calculation of the fifteen (15) day period, days off for vacation will be continuous; days off for vacation purpose when before, after or during lay-off periods, will be excluded.

SECTION IV

(a) A yardman losing a job bid in by him or held by his seniority, shall be entitled to take choice of jobs according to his seniority within his seniority district where a junior yardman is working, within fifteen (15) days from the date so effective, or forfeit all rights to service. This will apply to yardmen in Seniority district No. 2, if qualified, on positions of car retarder operators. Any man giving up a regular assigned job of his own accord can only displace the youngest regular assigned man in the same yard. (Memorandum of Agreement 11-13-64 T-32949 - This paragraph has 10-day cancellation clause.)

(b) Furloughed yardmen who are recalled to service at any point and fail to take service within fifteen (15) days of written notice of recall, will forfeit all rights to service.

(c) Vacancies to yardmen's extra boards will be filled by the senior prior rights yardman, and if none, then by the senior common seniority yardman, working in another yard in the same district who has filed written request for the next vacancy on the extra board at that point. Such requests limited to one yard only. (That is, a man could only have a request for vacancy on the extra board on not more than one extra board at the same time.)

Requests must be filed in writing with the local chairman and the person who issues bulletins for vacancies and makes assignments at the point where yardmen desire to take service on the extra board.

If there is no written request filed for the next vacancy on the extra board at any point the vacancy will be filled under Article 17, paragraph (E) of the schedule rules governing yardmen on this property. (MofA 1/6/64)

SECTION V

(a) Yardmen will not be paid for deadheading except as now provided for between Big Spring and Odessa (Memorandum of Agreement of July 3, 1957 - Carrier's file T-23427).

NOTE: See deadhead Agreement - Odessa to Big Spring.

(b) Yardmen will not be required to take service in another yard except Odessa Yard, unless cut off in the yard where then employed and a junior yardman is working or on the extra list in a yard within his seniority district.

SECTION VI

This agreement will in no way abrogate or change the application of the Memorandum of Agreement of January 7, 1950, Carrier's File T-24783, which applies to Abilene and Southern Railway and yard service at Abilene.

SECTION VII

This agreement will remain in effect unless subsequently changed by mutual agreement between the parties or until changed or modified under the Railway Labor Act, as amended.

ARTICLE 13

EXTRA BOARD, EXTRA MEN, FIRST-IN, FIRST-OUT

(a) Extra men will be worked first in first out, but no extra yardman will be permitted to work in excess of five straight time eight hour shifts during a work week beginning at 6:30 A.M. on Mondays and ending the same time and on the same day of the following week, unless other yardmen who are entitled to perform the service are not available.

(b) The senior helper of crews will be eligible to take charge of engines when the regular foreman is absent.

(b-1) When an extra engine is put on, or when an engine is worked on rest day of an assignment not made a part of any relief assignment such extra engine, or assignment, will be filled by extra men, first in, first out, as provided in paragraph (a) of this article.

(b-2) If a vacancy for a foreman or either an extra engine or tag end days of a regular engine exists, the senior qualified helper on engine going to work at the same time and at the same reporting point will be used to fill such vacancy if no qualified extra man is available.

(b-3) In case of a vacancy for a foreman is bulletined and no bids received on such bulletin the junior qualified extra man will be assigned to such vacancy. If a junior foreman later becomes available, the foreman forced assigned may give up the assignment and thereafter will be permitted to displace any man his junior. When other vacancy or vacancies are bulletined and no bids received thereon the junior yardman or yardmen on the extra list will be assigned to such vacancy or vacancies.

(b-4) When the foreman of a regular crew is absent and the regular helpers decline to work the vacancy and there are no qualified foremen on the extra board, the junior regularly assigned yardman going to work at the same time and same point will be used.

(c) Temporary vacancies for car retarder operators shall be filled by the senior qualified car retarder operator assigned as yardman on the shift going to work between the hours specified in Article 5, and he will remain on the position during the period of that vacancy; for example, a vacancy on the first trick is to be filled by senior qualified car retarder operator yardman assigned to start work between 6:30 A.M. and 8:00 A.M.

(d) Temporary herder vacancies will be filled by the oldest regular men on the same shift, who desire the work.

(e) If yardmen are not worked in their proper turn, they shall be paid a day's pay for each run around, and go to foot of board.

(f) Extra yardmen will not be required to make themselves available for call except during the hours 12:00 o'clock Noon to 3:00 P.M.; 8:30 P.M. to 11:00 P.M.; and, 4:00 A.M. to 7:00 A.M. for jobs going to work within the time specified in the Starting Time Rule, Article 5, Yardmen's Agreement.

(f-1) It is incumbent upon the Carrier to call an extra yardman, in accordance with his standing on the board, for a vacancy occurring outside of the Starting Time Rule; however, if he cannot be contacted for such vacancy, he will not lose his standing on the board, and the first available man should be used. If an extra yardman is permitted to lay off on call for a vacancy such as described in this paragraph, he loses his standing on the board.

(f-2) Extra yardmen who miss proper calls for vacancies going to work within the times specified in the Starting Time Rule will be marked to the foot of the extra board.

(f-3) All yardmen regularly assigned to begin work 2:30 P.M. to 4:00 P.M. will lay off and report before 12:00 o'clock

Noon; all those assigned to begin work 10:30 P.M. to 12:00 o'clock Midnight will lay off and report before 8:00 P.M.; and, all those assigned to begin work 6:30 A.M. to 8:00 A.M. will lay off and report before 4:00 A.M. on the date on which they lay off and report.

(g) When no extra yardmen are available on the extra board, the senior yardman cut off account reduction in force, available at that point and who have notified Yardmaster in writing of their desire to be used, will be called. (File T-32014)

See Section IV, Paragraph (C), covering extra board vacancies, Page 39.

See Letter Interpretation October 13, 1955, File T-29410, in Article 12, Page 32.

ARTICLE 14

CONTROL ORDERS - REGULATION OF EXTRA BOARD

(a) The yardmaster shall have complete control of the yard and the General Yardmaster, or Day Yardmaster in charge, shall have the authority to hire and discharge men, subject to the approval of the Superintendent.

(b) Orders should be given to foremen by Yardmaster in person; when transmitted by other parties, same should be in writing.

(c) When foremen are furnished a line up of trains, it must be in writing.

(d) The Yardmaster shall be responsible for the proper handling of the extra board.

(e) Before reducing extra board, proper Officer of Division will confer with the Local Chairman on the subject.

(f) The local officers of the Texas and Pacific Railway Company will cooperate with the Brotherhood Committee in the regulation of yardmen's extra boards. (T-32045)

ARTICLE 15

EXCHANGING RIGHTS

The exchange of rights will only be permitted on account of ill health of the individual involved or his family. This understanding to be applied in exchanging from one division to another, or from one class of service to another, and then

only when it has received the approval of the proper Officers of the Railroad and the General Chairman; this in no way to interfere with the borrowing or temporary transfer of men during or just prior to the Cane Season in Louisiana.

ARTICLE 16

APPLICATIONS

(a) An applicant will be advised within sixty (60) days from the date of application if same is rejected.

(b) It is agreed in computing the period of sixty (60) days that two months will be the limit, that is to say, if date of application is January 10th, the 60 day period will expire on March 10th. (Also see National Agreement 8/25/78 - page 152.)

ARTICLE 17

LEAVE OF ABSENCE

(a) Yardmen will be granted leave of absence for a period not to exceed 90 days upon making application to the proper official, when the same can be done without interfering with the Railroad's business.

(b) Leave of absence will be granted in case of official promotion with the Railroad, (this includes Texas Pacific, Missouri Pacific and affiliated lines) or with this Organization. This to also apply to yardmen promoted to position of Yardmaster and their names will continue to be shown on seniority roster.

(c) On reasonable notice, members of committees will be granted leave of absence and be furnished transportation on making application to the yardmaster or superintendent of the Division on which employed.

(d) Except in case of sickness yardmen must report for duty to the division officer at the expiration of ninety days leave of absence. If they desire another leave of absence they must, before the expiration of that time, secure the consent in writing from the proper officers of their organization and present same to the proper officer of the Company; the officer of the Company to determine if such additional leave of absence shall be granted or not. It is understood when accepting leave of absence yardmen must not enter the service of other railroads in any capacity except as provided in Paragraph (e). It is understood that this does not apply to cases under Paragraphs (b) and (c) of this Article.

(e) When yardmen are laid off account reduction in force they will retain all seniority rights, with privilege of working elsewhere, and will not be required to make out new applications; provided they return to actual service within fifteen days from the date their services are required. Yardmen cut off account reduction in force will furnish the Local Officers and Local chairman their address and advise in writing of any changes therein. Yardmen failing to report for service within fifteen days when notified to do so will forfeit their seniority rights. The railroad will not be penalized for their failure to notify under this rule but will furnish the Local Chairman a copy of notice of recall to service.

(f) Any employe, who is a candidate for an elective public office, will be granted leave of absence for the purpose of campaigning in his own behalf. Any employe who is elected to public office will be granted such leaves of absence as are needed to enable him to fill the office to which elected. Any employe who is appointed to the Interstate Commerce Commission, Railroad Retirement Board, National Mediation Board, or National Railroad Adjustment Board, will likewise be granted such leaves of absence as may be needed to enable him to fill the office to which appointed.

(g) Except as provided in Sections (b) and (f) of this Article, an employe, whose seniority entitles him to work, will not be allowed to be off work for the purpose of engaging in any other employment, trade or profession, except by special agreement between the organization and the carrier. (T-30271)

LETTER, October 11, 1960, T-32317

This is in reference to your letter of July 7 and our conference October 6, concerning:

"Claim of the Brotherhood of Railroad Trainmen that Yardman R. C. Mohr, employed Fort Worth Yard, was removed from service of the carrier, May 11, 1960, in violation of and in contravention of Article 19, paragraph (a), of the Agreement governing yardmen employed by the respondent, and that he therefore should be compensated for all time lost as result thereof."

We had a thorough discussion of the application of paragraphs

(f) and (g) of Art. 17 Yardmen's Agreement, and Art. 44 Trainmen's Agreement. It was agreed that, in any future case where the carrier or the organization has advice that an employe is working elsewhere in violation of paragraphs (f) & (g) of Art. 17 (Yardmen's) or Art. 44 (Trainmen's Agreement), the party receiving such information will notify the other party, and the parties will make an informal investigation; and if it is found that the employe has been working elsewhere in violation

of the agreement, the parties will agree that the employe's seniority and employment rights under the working agreement be terminated without the necessity of holding a formal investigation. It was also agreed that if the parties are not in agreement that the employe was in violation of the agreement, then a formal investigation will be held in accordance with the investigation rule of the agreement involved.

MEMORANDUM OF AGREEMENT, April 27, 1970, File 305-13.

IT IS AGREED that the seniority of employes represented by the Organization signatory hereto will be fully protected while serving in supervisory, excepted or official position with the Texas and Pacific Railway Company, the Missouri Pacific Railroad and the subsidiary and affiliated lines of both of such carriers.

MEMORANDUM OF AGREEMENT, March 1, 1984.

IT IS AGREED THAT Article 17 Yard Agreement and Article 44 Road Agreement will be applied as follows:

An employe in service absenting himself for more than thirty (30) days will lose his seniority except that:

(1) He may secure proper leave of absence agreed to between the Superintendent and the Organization.

(2) He may be off on account of sickness or personal injury.

The continuity of a lay-off will not be broken except by the performance of compensated service after reporting for duty.

This agreement becomes effective March 1, 1984, and shall remain in effect until changed, modified or cancelled under the terms of the Railway Labor Act, as amended.

ARTICLE 18

SERVICE LETTER, DISCHARGED EMPLOYEE HELD FOR TIME

(a) Any yardman leaving the service of the Railroad will be given a service letter by the Superintendent, stating his time of service, capacity employed, and cause of leaving service.

(b) When a yardman is discharged or leaves the service of the Railroad, he will not be held for his pay to exceed five days. Should such employe be held beyond the expiration of five days, he will be paid for all time held at the rate of 8 hours per day as well as expenses.

ARTICLE 19

DISCIPLINE AND GRIEVANCES

(a) No employe covered by this agreement will be suspended, discharged or unfavorable entries made against his record without just and sufficient cause, and not until he has had an investigation to which a decision in writing will be rendered within ten days or case will be considered closed. When brought to trial for any offense, the charges will be specified in writing and he shall have the right to have the Chairman of the U.T.U. to assist at such investigation, and to procure witnesses to testify in his defense; to examine all papers covering his case, and to question all persons giving evidence in his case. The committee will be furnished copy of investigation on request. In case he is not satisfied with the result of said investigation, he shall have the right to appeal within ten days, to his superior officer in person, or through a committee of the United Transportation Union.

(b) In case his suspension or dismissal is found to be unjust, he shall be reinstated and paid for all time lost. All complaints made by one employe against another, covered by this agreement, must be made in writing.

(c) If an employe is asked to sign a statement, the contents of same should be made entirely clear to him and a copy of such statement furnished to him, if desired.

(d) In the handling of grievances, including time claims, the chairman will inform the officer rendering decision within a reasonable time when a decision is accepted; in the event question in dispute has been handled with the officer having final authority, and his decision is not acceptable, the chairman will so notify him of this fact within a reasonable time. (See Article 8, page 26.)

ARTICLE 20

PHYSICAL EXAMINATION AND AGE

(a) The proper performance of their duties will be considered a satisfactory test of physical ability of all employes now in service.

(b) In the qualification of yardmen for employment, age, except minority, will not be taken into consideration if the applicant is physically and otherwise able to fill the position. Yardmen who enter the service, when examined for bodily defects, will be examined in a manner to avoid needless embarrassment. (See Physical Examination, Page 122.)

(c) Yardmen entering the service must be able to read and write, will be subject to and required to pass uniform examination and will comply with the regulation governing the use of standard watches.

ARTICLE 21

CALLING

Regular men going to work between 10:00 p.m. and 6:30 a.m. and extra men starting work at any time, will be called one hour and thirty minutes before time to begin work. (As revised Jan. 1, 1960 - file T-32014.)

ARTICLE 22

EQUIPMENT OF ENGINES

(a) All yard engines shall be equipped with proper headlights. Yardmen will not be required to work with pilots, except in cases of emergency, and then not longer than one shift.

(b) It is agreed engines with pilots will be used only in emergency cases, then not longer than on one shift.

(c) Yardmen will not be required to work with engines leaking steam in a manner to prevent proper view of signals.

ARTICLE 23

PAYING FOR SUPPLIES

(a) Yardmen will not be required to pay for supplies used in discharge of their respective duties except, for switch keys, and the charge for them will be \$1.00 each, to be collected at termination of service, if employes fail to return the articles drawn.

(b) Yardmen will be furnished and/or permitted to use electric lanterns, bulbs and batteries in accordance with Agreement - Supplement No. 8.

ELECTRIC LANTERNS AGREEMENT, April 18, 1941, T-13820

1. The railroads will permit the use of white electric hand lantern by trainmen and yardmen.
2. Trainmen and yardmen will be furnished electric hand lantern by the particular railroad on which employed upon depositing with that railroad the actual cost thereof, not exceeding \$2.00 each.
3. Deposits for lanterns secured from the railroads may be made by trainmen and yardmen by depositing cash therefor or by signing a deduction order for the amount to be deducted from their pay checks on the current payroll.
4. When a trainman or yardman leaves the service, either voluntarily, by discharge or by death, or those retaining employe relationship but not in active service, the lantern may be returned to the railroad, whereupon the amount of deposit made when the lantern was issued, not exceeding amount of \$2.00 shall be refunded to him or his estate or heirs.
5. Replacement of lanterns will be made by the railroad without cost to the employe under the following conditions:
 - A. When worn out or damaged in the performance of railroad service upon return of the lantern issued by the railroad.
 - B. When stolen while employe is on duty without neglect on part of employe.
 - C. When destroyed in the performance of duty.
6. Employes will not be compelled to purchase lantern from the railroad, but may purchase it from other sources of their own choice, provided, however, that any lantern so purchased must conform with the standard prescribed by the railroad.
7. The electric lantern, bulbs, and batteries must be of a standard prescribed by the railroad, and the lantern must be equipped with no less than two white bulbs for instant use and a provision for a spare white bulb to be carried in the lantern.
8. Trainmen and yardmen who, prior to the effective date of this agreement, have provided themselves with electric lanterns and have used them in the service of the railroad may continue to use them, if they so desire, until they are worn out, provided such lantern is of a satisfactory type and contains two serviceable white bulbs for instant use and a provisions for carrying a spare white bulb in the lantern.

9. After the effective date of this agreement, each trainman and yardman must provide himself with an electric white lantern, meeting the specifications set out in paragraph 7.

10. Each railroad will maintain at convenient locations a supply of batteries and bulbs to be drawn by trainmen and yardmen as needed to replace those worn out or broken without cost to the employes.

11. The railroads will continue to use oil burning lanterns with red globes for flagging, but they will continue their efforts to have developed an electric red lantern that will be satisfactory for such service, and if and when one is developed the part of the first part will then enter into further negotiations with the party of the second part representing trainmen and yardmen with respect to its adoption for flagging service. When such lanterns are adopted for flagging service, they will be furnished by the railroads without expense to trainmen and yardmen.

12. The Brotherhood of Railroad Trainmen agrees to withdraw Case No. 3666, now pending before the Interstate Commerce Commission, and accepts this agreement as a final and complete disposition of the use of electric lanterns subject to the provisions of paragraph 11.

13. All agreements, with respect to the use of electric lanterns by trainmen and yardmen, now in effect and which have heretofore been entered into between any railroad or railroads signatory hereto and the representatives of the Brotherhood of Railroad Trainmen are hereby cancelled.

14. This agreement shall become effective as of June 1, 1941, or as soon thereafter as Case No. 3666, now pending before the Interstate Commerce Commission, is withdrawn by the Brotherhood of Railroad Trainmen and will remain in effect for a period of two years and thereafter subject to thirty days' written notice given by one of the parties to the other.

C O M M O N S E C T I O N

R O A D A N D Y A R D

AGREEMENT

Covering. Guaranteed Combination Extra Boards
And Supplemental Extra Boards

BETWEEN THE

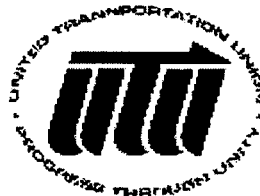
UNION PACIFIC RAILROAD COMPANY

(FORMER TEXAS & PACIFIC)



AND THE

UNITED TRANSPORTATION UNION (C&T)



Effective September 5, 1996

MEMORANDUM

of

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

for the territory

TEXAS AND PACIFIC RAILWAY

GUARANTEED COMBINATION EXTRA BOARDS
and SUPPLEMENTAL EXTRA BOARDS

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

I. COMBINATION EXTRA BOARDS

ESTABLISHMENT

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

- 1) New Orleans
- 2) Shreveport
- 3) Mineola
- 4) Fort Worth - North (McAlester - Chickasha)
- 5) Fort Worth - West
- 6) Big Spring
- 7) El Paso

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

- 1) Livonia
- 2) Denison

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

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

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

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

- 1) Shreveport
- 2) Texarkana
- 3) Longview
- 4) Dallas
- 5) Fort Worth
- 6) Big Spring
- 7) El Paso

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

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

COMPENSATION

- G. The guarantee for extra boards established pursuant to this Agreement shall be as follows:
- 1) Guaranteed Combination Road Extra Boards and Guaranteed Combination Road / Yard Extra Boards - \$2,226.97 per pay period (as of June 1, 1996), which equates to one thousand eight hundred (1,800) miles at the Conductor's local rate.
 - 2) Guaranteed Yard Extra Boards - \$1,523.53 per pay period (as of June 1, 1996), which equates to 11.5 days at the five (5) - day Yard Helper rate.
 - 3) The guarantees set forth in this Section G will be subject to all applicable general wage and cost-of-living adjustments.
 - 4) (a) An employee assigned to a guaranteed extra board established pursuant to this Agreement and who is available for an entire pay period (or is reduced by the Carrier prior to the completion of the pay period) shall be entitled to one (1) lay-off day (24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, PROVIDED:
 - (1). Must be other than first-out at time of layoff
 - (2). Lay-off must be taken at any time commencing 12:01 am Monday and concluded by 11:59 pm Thursday.
 - (3). Lay-off must not exceed twenty four (24) hours.
 - (4). The agreement governing paid holidays is not affected or modified in any manner by this agreement.
 - (b) Employees assigned to a guaranteed extra board at the same location for an entire pay period who remain marked up and available for service during the entire period and who elect not to avail themselves of the lay-off day provided for under Paragraph (a) above shall be allowed payment of one (1) pro rated guaranteed day in lieu thereof This payment is for being available for the entire pay period and shall be paid without regard to whether or not the employee does or does not exceed his/her guarantee for the pay period.
 - 5) Employees assigned to a guaranteed extra board established pursuant to this Agreement for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the board during a pay period. Employees

going to or from the guaranteed board at their option (seniority move) will be allowed one (1) guaranteed day for each 24-hour period they are on the guaranteed extra board. Employees reduced from the board by the Carrier reducing the board will be allowed (1) guaranteed day for each 24-hour period or portion thereof they are on the guaranteed extra board.

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

H. Newly hired employees assigned to a Guaranteed Combination Road Extra Board, Guaranteed Combination Road / Yard Extra Board or Guaranteed Yard Extra Board established pursuant to this Agreement shall have their guarantee paid in accordance with the percentage applicable to such employees' earnings as set forth in Article IV, Section 6 of the October 31, 1985 UTU National Agreement, as amended.

L. Payment of the guarantee shall be made in the payroll half for the payroll period in which the guarantee payment was incurred.

J. All earnings, excluding penalty time claims, received by employees assigned to Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards or Guaranteed Yard Extra Boards will be used in computing the employees' guarantee. An employee assigned to a Guaranteed Combination Road Extra Board, Guaranteed Combination Road / Yard Extra Board or a Guaranteed Yard Extra Board laying-off on call, missing call or/not available for service; will have his / her guarantee reduced by the amount he / she would have earned had he / she not laid off on call, missed call or not been available for service, with a minimum reduction of one (1) guarantee day.

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

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

EXAMPLE: Conductor A is first out and Conductor B is second out. Conductor A missed call for a 7:00 a.m. local. Conductor B also missed call for the 7:00 a.m. local. Conductor A's guarantee is reduced under the

provisions of Paragraph J above and Conductor B's guarantee is reduced under the provisions of Paragraph K above.

- L. (1) Employees assigned to a Guaranteed Combination Road Extra Board or a Guaranteed Combination Road / Yard Extra Board marking off will not lose their place on the guaranteed extra board unless they are not available at call time. At call time, employees in marked off status will be "hooked" to the assignment missed and will forfeit one (1) day's guarantee for each 24-hour period thereof they are laid off from time they first marked off

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

(2) For employees assigned to Guaranteed Yard Extra Boards, existing yard rules in connection with laying off are unchanged and yard employees marking off will forfeit one day's guarantee for each 24- hour period or portion thereof they are marked off and not available for service.

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

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

REGULATION

N. The Carrier shall regulate the number of employees on the Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards and Guaranteed Yard Extra Boards established pursuant to this Agreement. The number of employees assigned to the Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards and / or Guaranteed Yard Extra Boards at a location shall not, however, be less than thirty (30) percent, rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of regular positions, including regularly assigned utility positions, protected by that extra board, except as provided in the NOTE in Article II, Section E and Side Letter No. I of this Agreement. Should the last position on an extra board established pursuant to this Agreement be abolished, such board shall be considered inactive, but will be reactivated in accordance with the terms and conditions of this Agreement. Guaranteed Combination Road Extra Boards, Guaranteed Combination Road / Yard Extra Boards and / or Guaranteed Yard Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Mondays.

II. SUPPLEMENTAL EXTRA BOARDS

ESTABLISHMENT

- A. (1) A Supplemental Extra Board shall be established at each location where a Guaranteed Combination Road Extra Board and/or Guaranteed Combination Road / Yard Extra Board is established. Employees assigned to Supplemental Extra Boards shall be used to protect all vacancies arising in the territory protected by the protecting Guaranteed Combination Road or Road / Yard Extra Board when that extra board is exhausted.
- (2) A Yard Supplemental Extra Board shall be established at each location where a Guaranteed Yard Extra Board is established. Employees assigned to Yard Supplemental Extra Boards shall be used to protect all yard vacancies arising in the territory protected by the protecting Guaranteed Yard Extra Board when that extra board is exhausted.
- B. (1) To hold an assignment on a Road or Road / Yard Supplemental Extra Board, the employee must be a qualified Conductor. Assignments to Road or Road / Yard Supplemental Extra Boards will be made in accordance with Conductor seniority:
- (2) Assignments to Yard Supplemental Extra Boards will be made in accordance with Yardman seniority.

COMPENSATION / REGULATION

- C. (1) Employees assigned to a Supplemental Extra Board shall be provided a guarantee equal to eighty five percent (85%) of the applicable Guaranteed Combination Road Extra Board or Guaranteed Combination Road / Yard Extra Board guarantee set forth in Article I, Section G, Paragraph 1 of this Agreement.
- (2) Employees assigned to a Yard Supplemental Extra Board shall be provided a guarantee equal to eight five percent (85%) of the applicable Guaranteed Yard Extra Board guarantee set forth in Article I, Section G, Paragraph 2, of this Agreement.
- D. (1) The provisions of Article I, Section G, Paragraph 4 are not applicable to employees assigned to Supplemental Extra Boards or Yard Supplemental Extra Boards.
- (2) Except as specifically set forth in this Article II, the guarantee afforded employees assigned to Supplemental Extra Boards and Yard Supplemental Extra

Boards shall be governed by applicable provisions set forth in Sections G through M, inclusive, of Article I of this Agreement.

- E. (1). The number of positions comprising the Supplemental Extra Board at a location shall not be less than ten percent (10%), rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of positions comprising the Guaranteed Combination Road Extra Board or Guaranteed Combination Road / Yard Extra Board at the location, except as provided in the NOTE in this Section E and Side Letter No. 1 of this Agreement. The number of positions comprising the Yard Supplemental Extra Board at a location shall not be less than ten percent (10%), rounded to the nearest full position (0.5 or more to be rounded upward), of the total number of positions comprising the Guaranteed Yard Extra Board at the location, except as provided in the NOTE in this Section E and Side Letter No. I of this Agreement. Each Supplemental Extra Board or Yard Supplemental Extra Board established pursuant to this arrangement will have a minimum of two (2) positions assigned thereto. If the 10% calculation set forth herein results in less than 0.5 for a given location, a Supplemental Extra Board or Yard Supplemental Extra Board need not be established at the location. Supplemental Extra Boards and Yard Supplemental Extra Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Mondays.

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

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

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

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

III. GENERAL

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

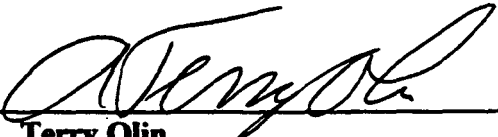
Signed this 5th day of September, 1996 in Fort Worth, Texas.

**FOR THE UNITED TRANSPORTATION
UNION:**



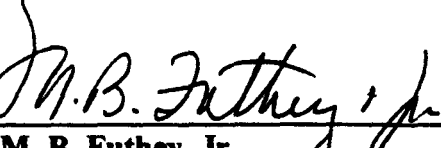
S. B. Rudel
General Chairman, UTU

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**




A. Terry Olin
General Director - Labor Relations

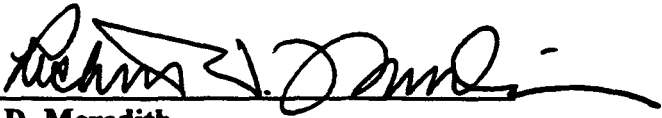
APPROVED:



M. B. Futhey, Jr.
International Vice President, UTU



W. S. Hinckley
General Director - Labor Relations



R. D. Meredith
**Assistant Vice President-Employee Relations
Planning**

**GUARANTEED COMBINATION EXTRA BOARDS
and
SUPPLEMENTAL EXTRA BOARDS**

TEXAS AND PACIFIC RAILWAY

AGREED-TO QUESTIONS AND ANSWERS

Q-1. How shall vacancies on the guaranteed extra boards be filled?

A-1. Initially by bulletin, then by requests of individual employees.

Q-2. In the event Carrier has no requests for extra board positions, how shall they be filled?

A-2. Inasmuch as such positions are considered must-fill, they will be filled in accordance with the provisions of Article I of the Crew Consist Modification Agreement dated December 1, 1988, as amended.

Q-3A. How shall the guaranteed extra boards be reduced?

A-3A. By cutting off the senior employee with request to be released. If no requests are on file, then employees will be removed in reverse seniority order.

Q-3B. How shall reductions from the extra board be handled in those situations where all trainmen possess a right, pursuant to Section 1, Paragraph C, to place on a Reserve Board?

A-3B. If all employees on a district are eligible to exercise seniority to a reserve board position pursuant to Section 1, Paragraph C, the Carrier will place the senior trainman with application for the Reserve Board onto the applicable reserve board. The resultant vacancy will be filled in accordance with existing agreement provisions: If there are no employees with application to the Reserve Board, the employee reduced from the extra board will be entitled a displacement in accordance with applicable rules.

Q-3C. How shall reductions from the extra board be handled in those situations where there are trainmen on the district who are not eligible to place on a Reserve Board?

A-3C. If there is a trainman on the district who is not, in accordance with Section 1, Paragraph C, eligible to exercise his/her seniority to a Reserve Board, the senior employee with request to be released from the extra board will be reduced. If no requests are on file, employees will be removed from the extra board in reverse seniority order. Employees removed from the extra board will be afforded a displacement in accordance with applicable rules. An eligible employee will not be placed on a Reserve Board until such time as all employees not eligible

to place on a Reserve Board have been displaced and / or furloughed.

Q-4. Are the mileage / shift limitations for extra board employees as contained in Article 7 of the basic Crew Consist Agreement, and other similar extra board limitations, set aside by this Agreement?

A-4. Guaranteed extra boards, including supplemental extra boards, will be regulated in accordance with the provisions set forth in the Guaranteed Combination Extra Board / Supplemental Extra Board Agreement.

Q-5. Will the extra boards be regulated at substantially the same time on adjustment day?

A-5. Yes. Boards will be regulated generally between 8:00 a.m. and 12:00 noon.

Q-6. What is meant by the phrase "not available for service" in Article I, Section J?

A-6. Failure to report after accepting call, laying off when not first out but not marking up or available when you would have otherwise been called, etc.

Q-7. Would an employee laying off a Guaranteed Combination Road Extra Board or a Guaranteed Combination Road / Yard Extra Board who marks up before losing his turn be charged with an occurrence?

Q-7. Yes.

Q-8. Under the provisions of Article I, Section L, Paragraph (3), what incidents or events will not count toward the two (2) occurrences of being unavailable resulting in forfeiture of the guarantee?

A-8. Personal leave time, vacation time, absences at the request of the Carrier (e.g., court appearances and depositions, investigations, etc.), and Local Chairmen on union business.

Q-9. In Article I, Section L, Paragraph (3), what constitutes an "occurrence"?

A-9. Each layoff or period of unavailability, regardless of duration, constitutes a separate occurrence.

Q-10. At what rate of pay will an extra employee called from the Combination Road / Yard Extra Board to fill a Yardman vacancy be paid?

Q-10. An extra employee called from one of the guaranteed extra boards will assume all the conditions and obligations of the position the employee is protecting. In the instant example, the employee called from the Combination Road / Yard Extra Board would, even though he

/ she is a qualified Conductor, would be compensated at rates applicable to the Yardman position he / she is required to fill.

Q-11. If an individual with a bump places on a Guaranteed Combination Extra Board (Road or Road / Yard) or on a Supplemental Extra Board (or Yard Supplemental Extra Board), who is to be reduced from the board?

A-11. The senior employee with a request to be released from the board. If none, then the junior employee assigned to the board.

Q-12. May an individual with a bump place on a guaranteed (supplemental) extra board if there is no employee his junior assigned to the board?

A-12. Yes, if there is an employee with a request to be released off the extra board.

NOTE: Questions 11 and 12 assume the number of positions of the board is not being changed

Q-13. May an employee bid (bump, if applicable) from one Supplemental Extra Board (or Yard Supplemental Extra Board) to another Supplemental Extra Board (or Yard Supplemental Extra Board) at the same or different location?

A-13. An employee may bid or bump from one Supplemental Extra Board (or Yard Supplemental Extra Board) to another Supplemental Extra Board (or Yard Supplemental Extra Board) if such exercises of seniority are consistent with applicable Agreement rules.

Q-14. Are the guarantees set forth in Section 1, Paragraph G and Section II, Paragraph C subject to application of the entry rate provisions?

A-14. Yes. See Section 1, Paragraph H and Section II, Paragraph D (2).

Q-15. Is an employee who is displaced from a guaranteed extra board required to displace immediately onto another guaranteed extra board at the same location in order to be eligible to receive the "bonus day" payment set forth in Article I, Section G, Paragraph 4?

A-15. Yes, if, upon proper notification of the displacement by CMS, the employee displaces immediately onto another guaranteed extra board at the same location.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 1

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This refers to the parties' discussions regarding establishment of Guaranteed Combination Extra Boards in conjunction with modification of existing Crew Consist Agreement provisions on the T&P.

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

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

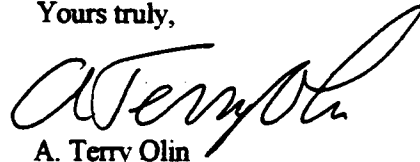
It is understood the thresholds are designed to provide a mechanism by which the parties may constructively and cooperatively address manpower problems or issues. The extended time frames required for training of a new Switchman or Brakeman alone would preclude the Carrier from constantly satisfying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

Finally, a concern of your Organization was that the unforeseen, unpredicted or temporary events of the nature referenced herein could exist for extended periods and that under such circumstances the Carrier should commence hiring additional employees. In that regard, the Carrier committed that in the event it is known certain

events (e.g., maintenance-of-way programs, etc.) might last more than thirty (30) days, the Carrier will timely notify the involved General Chairman. In addition, in those instances where it appears increased traffic volumes appear to be more than temporary fluctuations, or traffic conditions warrant greater than thirty percent on the guaranteed extra boards, the Carrier will also review the situation with the involved General Chairman and, if warranted, make expedient arrangements for additional temporary manpower and / or commence hiring additional employees.

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

Yours truly,



A. Terry Olin
General Director - Labor Relations

AGREED:



S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 2

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road

Fort Worth, TX 76134

Dear Mr. Rudel:

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

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

- 1500 miles @ \$1.23721 per mile (Conductor's local rate) = \$1855.82 (reduce the board)
- 1875 miles @ \$1.23721 per mile (Conductor's local rate) = \$2319.77 (add to the board)

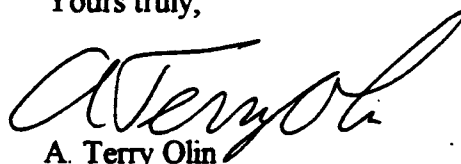
NOTE: The rate shown above (\$1.23721) will be adjusted to always equal the rate used to determine the extra board guarantee, which is currently, \$1.23721 per mile x 1800 miles.

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

If the foregoing accurately reflects our understandings regarding this matter, please so indicate

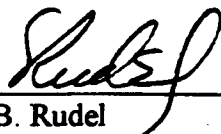
by affixing your signature in the space provided below.

Yours truly,



A. Terry Olin
General Director - Labor Relations

AGREED:



S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 3

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This refers to the parties' discussions regarding changes to applicable Agreement provisions governing the granting and taking of personal leave days in connection with the modification of existing Crew Consist Agreement provisions on the T&P.

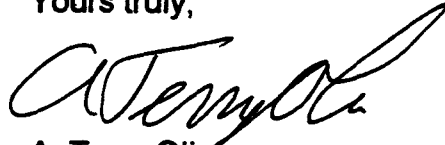
The parties agreed to amend Article 22(d) of the Crew Consist Agreement dated May 17, 1980 to provide for the following in connection with the taking of personal leave days:

- 1). Personal leave day or days may be scheduled or allowed to start on other than a work day of the employee's position.
- 2). An employee requesting personal leave day or days will be advised by the Carrier at the time of such request whether the employee will be allowed to take the personal leave day or days.
- 3). At the time an employee is making the request for personal leave day or days, such employee must advise CMS whether he/she desires to have the personal leave day or days commence, if approved, immediately - i.e., at time of request - or at the time said employee would have otherwise been called for duty.
- 4). If an employee requests more than one personal leave day, the days granted will be commence at either the time of request or when the employee would have otherwise worked, as approved by the Carrier, and will run consecutively for twenty four (24) hours for each personal leave day requested and for which approval was granted.

The foregoing provisions are intended to facilitate an employee's use of personal leave days and are not intended to encourage or facilitate sharp practices. Accordingly, it is agreed that in the event the foregoing provisions provide mechanisms for employees to engage in sharp practices, the parties, including the involved Local Chairman, will promptly meet to discuss and address such practices.

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

Yours truly,



A. Terry Olin
General Director

AGREED:



S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

A. TERRY OLIN
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING CRAFTS - SOUTH

1416 DODGE STREET, ROOM 332
OMAHA, NEBRASKA 68179-0332
(402) 271-3201
FAX: (402) 271-4474



SR. VICE PRESIDENT
JUL 8 0 1998
LABOR RELATIONS

June 26, 1998

S 1615 - 1 S 1615 - 5
S 560 - 1 S 560.50 - 1

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions regarding application of the provisions of Article II, Paragraph E(2) and Side Letter No. 3 of the September 5, 1996 Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement. Specifically, the parties focused on when a personal leave day goes into effect for an employee assigned to a Supplemental Extra Board who requests that it begin when he or she is called for duty.

Side Letter 3 of the Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement gives an employee the option of choosing whether the personal leave day starts at time of request or when his or her assignment is called. Paragraph 3 of this Side Letter reads as follows:

"3). *At the time an employee is making the request for personal leave day or days, such employee must advise CMS whether he/she desires to have the personal leave day or days commence, if approved, immediately - i.e., at the time of request - or at the time said employee would have otherwise been called for duty.*"

Article II, Paragraph E(2) of this agreement further provides, "*An employee who is first-out on the Supplemental Extra Board will automatically rotate to the bottom of the board at noon (12:00).*"

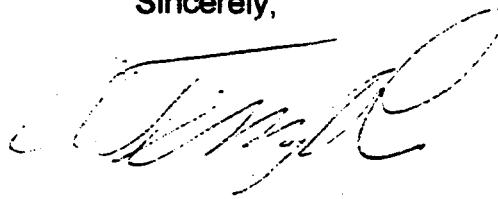
The above-cited provisions appear, in certain situations, to contradict each other. Specifically, the possible contradiction or confusion occurs when an employee assigned to a Supplemental Extra Board requests his or her personal leave day commence when we call their assignment for duty. The employee is thereafter not called for duty and, pursuant to Article II, Paragraph E(2), he or she is rotated to the bottom of the

Supplemental Extra Board. When this happens, the requested personal leave day does not start. In such circumstances, the employee is unable to work because he or she is rotated to the bottom of the board and, at the same time, is unable to take the requested personal leave day.

It is the parties intent herein to clarify the handling of such a circumstance. Accordingly, this letter will confirm the parties' understanding regarding the handling of personal leave days under such circumstances. First, the parties agree that if an employee assigned to a Supplemental Extra Board requests his or her personal day(s) commence at the time the employee would have been called for duty, the requested personal leave day, if approved, must start by the next noon (12:00). If said personal leave day does not start by this designated time - i.e., noon, it will automatically be considered as canceled (not denied) and the request will be dropped. Secondly, the parties agree the provisions of this understanding apply only to employees assigned to a Supplemental Extra Board and. who are, pursuant to Article II, Paragraph E(2), rotated to the bottom of the Supplemental Extra Board.

If the foregoing properly reflects our understanding on this matter, please so indicate by affixing your signature in the space provided below, returning one (1) fully executed copy to my office at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to be "S. B. Rudel", written in a cursive style.

AGREED:

A handwritten signature in black ink, appearing to be "S. B. Rudel", written in a cursive style.

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 4

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions regarding the guaranteed extra boards established pursuant to the Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement

In conjunction with the above-referenced discussions, your Organization raised a significant concern regarding the training to be afforded newly hired employees who are unable, due to a lack of sufficient seniority, to hold Brakeman or Switchman positions and, as a result of not being a qualified Conductor, are unable to hold positions on the combination extra boards. As pointed out by your Organization, agreement provisions pertaining to Conductor promotion stipulate an employee should have at least six (6) months train service experience before being placed into conductor training, unless there is an immediate need for conductors on a particular seniority district or the employees will be placed in furlough status.

The Carrier acknowledged it is both the Carrier's and Organization's desire that those employees promoted to the Conductor position are fully trained and capable of performing the required duties. In recognition of this concern, the Carrier acknowledged and reaffirmed its commitment to afford such employees additional training, i.e., additional student trips, as may be required to ensure such employees can safely perform the duties required of a Conductor. In addition, the Carrier also committed local Operating officers would work closely with your Organization's Local Chairmen to review the training and progress of such employees.

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

Yours truly,

A. Terry Olin
General Director - Labor Relations

AGREED:

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 5

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This refers to the parties' discussions regarding the regulation of the Guaranteed Yard Extra Board established pursuant to the Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement.

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

- 10 days @ \$132.4809 per day (5-day Yard Helper rate) = \$1324.81 (reduce the board)
- 13 days @ \$132.4809 per day (5-day Yard Helper rate) = \$1722.25 (add to the board)

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

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

Yours truly,

A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179



March 31, 1997

J 380.30 - 1 S 380.10 - 4
J 560.30 - 1 S 560.30 - 6

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This refers to the parties' discussions regarding the September 5, 1996, Guaranteed Combination Extra Boards and Supplemental Extra Boards Agreement and, specifically, whether the provision pertaining to the applicability of " ... *prior rights and/ or work equity considerations...*" for T&P guaranteed extra boards contained in the "NOTE" of Article I, Section B thereof was also applicable to T&P Supplemental Extra Boards. This letter shall serve to confirm the parties' understanding regarding the application of the "NOTE" of Article I, Section B to T&P Supplemental Extra Boards.

In general terms, it was the parties' intent that a Supplemental Extra Board serve to protect vacancies in those instances when a guaranteed extra board at the location was exhausted. In other words, Supplemental Extra Boards are to be viewed as supplementing the extra board; i.e., an extra board for the extra board. With this in mind, it is likewise the parties intent that relevant prior rights and/or work equity considerations should also apply to the the filling of positions on the Supplemental Extra Board. Accordingly, the parties agree the "NOTE" of Article I, Section B shall apply in connection with assignment of employees to T&P Supplemental Extra Boards.

If the foregoing properly reflects the parties' understanding, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office.

Sincerely,

A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:

S. B. Rudel
General Chairman, UTU

VICE PRESIDENT
APR 09 1997
LABOR RELATIONS

CREW CONSIST AGREEMENT

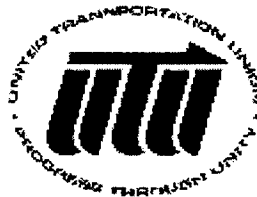
Covering Conductor-Only and Foreman-Only Operations

BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
(FORMER TEXAS & PACIFIC)



AND THE

UNITED TRANSPORTATION UNION (C&T)



Effective June 11, 1996

**MEMORANDUM
of
AGREEMENT**

between

UNION PACIFIC RAILROAD COMPANY

and the

**UNITED TRANSPORTATION UNION
(former Texas & Pacific)**

**CREW CONSIST AGREEMENT
(CONDUCTOR- / FOREMAN-ONLY OPERATIONS)**

The crew consist Award dated August 6, 1993, issued by Arbitration Panel No. 18, is hereby revised in final compliance with both the award and PEB 219 as follows:

- Section 1:**
- A** The Carrier may operate with a crew of conductor-only or foreman-only in all classes of service. There shall be no work restrictions imposed on a conductor-only / foreman-only crew based on the crew size in local, road switcher, non-revenue or yard service. Conductor-only / foreman-only crews will continue to be governed by all applicable road / yard work rules.
- B.** Employees assigned or working as a conductor or foreman on a conductor-only or foreman-only crew in local, road switcher, non-revenue or yard service shall be entitled to receive a Special Yard / Local Allowance of \$25 for each tour of duty worked. Payment of this allowance will be made subject to the following conditions:
1. The Special Yard / Local Allowance shall be subject to future general wage increases and / or cost-of- living adjustments.
 2. Payment of the Special Yard / Local Allowance shall be made in addition to all other current earnings of the employee. (Current earnings reflect arbitraries and other crew consist payments that an employee is entitled to and receives at this time.)
 3. Only those employees acquiring seniority as a trainmen / yardmen prior to the date this Agreement is signed shall be entitled

to receive the Special Yard / Local Allowance.

4. The payment will be made even if an employee assigned to a utility position assists the conductor/foreman only assignment. It will not be paid if a brakeman/helper is assigned to the crew.

Note 1: This agreement does not modify the payment made to through freight crews for excess work events as provided in Section (2)(b) of the August 6, 1993 Award. That payment is not applicable to crews in local, road switcher, non-revenue or yard service and the payment in Section 1 (B) of this agreement is not applicable to crews in through freight service.

Note 2: It is not the intent of this agreement to convert through freights to locals for the purpose of obtaining benefits of this agreement.

Section 2: Article III Reserve Boards of the Crew Consist award dated August 6, 1993 is modified as follows:

A. The rate of pay for employees on the Reserve Board shall be the greater of

1. 70% of the basic yard foreman's rate of pay five (5) days per week; or
2. Their current reserve board rate if applicable; or
3. 70% of the employee's 1995 compensation earned by such employee in, train and/or engine service.

B. The number of reserve board positions shall equal the number of employees at each location on date of implementation.

C. Employees eligible to exercise seniority to a reserve board is extended to those trainmen with a seniority date on or before the effective date of this agreement and meet the other qualifications of Article III.

D. Reserve Board positions may not be occupied when trainmen with a seniority date after the effective date of this agreement are working within such seniority roster territory unless mutually agreed to by the parties.

E. Unless specifically modified in this agreement all other provisions of Article III Reserve Boards shall continue to apply.

Section 3: Utility positions may be established under the following conditions:

A. Utility positions may be established in any yard or at any outside point where a regular assignment may be established.

B. Utility positions may assist both road and yard crews in the performance of their duties. It is not intended that the Utility position will perform the conductor's or foreman's paperwork. It is not the intent of this agreement to create engineer only positions and have the utility assignment perform the groundwork for that engineer. The Utility position is to assist assignments with ground crews assigned or single assignments permitted by current rules.

C. Utility positions will be paid the applicable foreman's rate of pay.

D. Employees currently entitled to a Short Crew payment(which includes the \$3.75) as provided in previous crew consist agreements or awards shall be paid the Short Crew payment while assigned to the Utility position. The Carrier will not make a Productivity Fund plug due to the establishment of Utility positions nor shall the payment in Section 1(B) of this agreement apply to utility positions. Employees eligible for productivity fund payments will be given a trip credit for each tour of duty as a utility employee.

E. If a Utility position is called extra at the same yard or outside point and in the same starting time bracket for the yard and within one and one-half hours for outside points for three (3) consecutive days, the position shall be bulletined as a regular assignment.

F. Utility positions established in yards shall be governed by yard starting time rules, where applicable. Utility positions established at outside points shall be governed by starting time rules governing locals or road switchers, if any. The five (5) day work week provisions shall apply to assignments established in yards and assignments established at road points may be established for 5, 6, or 7 days with the days being consecutive.

G. Utility positions established in yards will be restricted to the road / yard service zone limits established by applicable National Agreements, currently 25 miles. Utility positions established at outside points will be governed by road limits of 25 miles in all directions. Employees assigned to Utility positions will not be required to drive their own vehicles within these limits while performing their duties.

H. If an employee assigned to or working on a Utility position is assigned to a crew because a conductor/foreman or brakeman/helper has failed to show for work or has gone home sick, the Utility person shall remain with the crew for the remainder of the shift. The utility person shall be paid the rate of the position worked or of the utility position, which ever is greater.

Section 4:

A. It is recognized that some employees have not qualified as a conductor or foreman and that additional training will be given to these employees and an equal number of other employees will continue working before being permitted to exercise seniority to the supplemental extra board and the reserve board.

B. The parties will jointly identify those employees who have not been qualified or promoted and if their assignment is abolished they will be given sufficient training to qualify or promote them. Upon completion of this training they will be eligible for placement back into the working ranks and if this creates surplus employees then movement to supplemental boards and reserve boards will be permitted in accordance with applicable rules. This Section 4 B applies only to those employees hired subsequent to August 6, 1993 and prior to the effective date of this agreement.

Section 5:

Implementation of this Agreement shall be done in stages under the following schedule:

A. At least twenty (20) days prior to implementation, the Carrier shall bulletin for fifteen (15) days to all eligible employees on the territories covered by this Agreement, the opportunity to select one of the following options: regular assignment, guaranteed extra board, supplemental extra board or reserve board.

Note: Eligible employees may exercise seniority to only those brakeman/yardman positions designated by the carrier.

B. Five (5) days prior to the implementation date, the involved Local Chairmen and CMS personnel shall review the results of the bulletin process and make assignments. Prior to the implementation date employees shall take the necessary action to be in place to perform the required service on their assignments.

C. Assignments to the options set forth in "A" above shall be made by seniority preference. It is understood all assignments must be filled initially in the following order:

- 1. Regular Assignments**
- 2. Guaranteed Extra Boards**

- 3. Supplemental Extra Boards
- 4. Reserve Boards

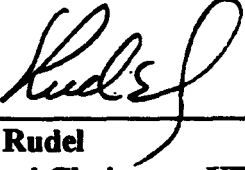
Those failing to bid or those failing to bid sufficient positions in order of choice to provide for assignment in a position will be force assigned to those working positions that go no bid.

D. An employee must have a seniority date on a territory covered by this Agreement in train/yard service prior to the date of this Agreement and must be working in such service in the territory of the assignment immediately prior to being assigned to a bulletined position.

Section 6: This Agreement modifies all applicable Crew Consist and Modified Crew Consist Agreements and Awards and, in the event of conflict, the intent and terms of this Agreement shall prevail. It is recognized that moritorium provisions currently in place pertaining to crew consist provisions will remain in full force and effect and will not be altered in any forum including but not limited to National Negotiations and Boards established pertaining thereto.

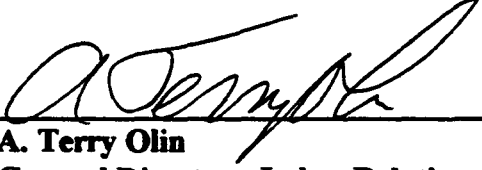
Signed this 5th day of September, 1996 in Fort Worth, Texas.

**FOR THE UNITED TRANSPORTATION
UNION:**



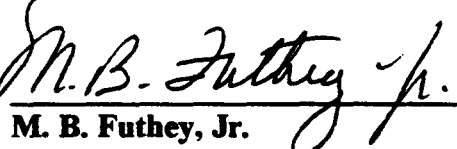
S. B. Rudel
General Chairman, UTU

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

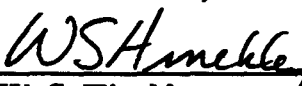


A. Terry Olin
General Director - Labor Relations


APPROVED:



M. B. Futhey, Jr.
International Vice President, UTU



W. S. Hinckley
General Director - Labor Relations



R. D. Meredith
Assistant Vice President - Employee
Relations Planning

QUESTIONS AND ANSWERS

Section 1

- Question 1:** May the carrier assign additional switchmen/brakemen to crews.
- Answer 1:** Yes, see Article 1(1) (e) of the August 6, 1993 Award.
- Question 2:** Does this agreement cover single assignments that previously were permitted by agreement such as a switch tender.
- Answer 2:** No, however those other assignments must be bulletined as such and will be governed by the pay and work rules established for them.
- Question 3:** Are there any car count, train length limitation or work event restrictions on any of the carrier operations.
- Answer 3:** Yes, the provisions of Article I (2)(b) of the August 6, 1993 Award will continue to apply to through freight trains. There are no such restrictions on all other classes of service.
- Question 4:** Will the special yard/local allowance be paid if the utility assignment is made a part of the crew in Section 3 (H) of this agreement.
- Answer 4:** If the utility person is made a part of the crew because of the provisions of Section 3 (H) then the utility person will be entitled to the payment if the crew assigned to is a conductor/foreman only crew. If it was a crew with a switchman/brakeman then the payment would not be paid.
- Question 5:** Does the special yard/local allowance count toward the one-third cap in productivity fund payments and is it subject to the entry rate progression.
- Answer 5:** The payment is not a productivity fund payment and does not count towards the cap nor does the payment count as income for determining when the one-third cap is met. It is not subject to entry rate progression.
- Question 6:** If an employee is now or becomes protected (New York Dock, Article XIII ID, etc) will the payment in Section I B be used as an offset to their protected rate?
- Answer 6:** No the Section I B payment will not count as an offset of their protected rate nor will it count towards establishing a protected rate.

Section 2

Question 7: What earnings will be used to determine 1995 compensation.

Answer 7: The same formula found in Article III (5) (e) and (f) of the August 6, 1993 Award.

Question 8: Will an employee reduced from the working list be allowed to exercise seniority to a reserve board position if there are junior employees hired after the effective date of this agreement working elsewhere on the seniority district.

Answer 8: No, unless mutually agreed to. The employee will be required to first protect his seniority elsewhere on the seniority district before being allowed to hold a reserve board if employees hired after the date of this agreement are working in train service. It is not the intent of this agreement to allow employees to hold reserve board positions while hiring at other locations on the seniority district.

Question 9: If an employee in the above question has prior rights that prevent him/her from being forced to a given location will that employee have to displace a new hire at that location?

Answer 9: No, unless the employee has already bid to that location and that is where they were reduced from the working list or they may exercise their seniority back to a working position in their prior rights district. A non prior rights employee would have to protect their entire seniority district and a prior rights employee would have to protect their entire prior rights seniority district.

NOTE: Employees with a seniority date between January 1, 1972 and February 29, 1976 will be treated as prior rights employees and will have the district they are working in at implementation become their prior rights district for the purposes of this agreement.

Question 10: Do any of the provisions of Section 2 amend the recall provisions of the Award?

Answer 10: No.

Question 11: Do recall provisions always apply when an employee leaves the Reserve Board?

Answer 11: No, recall provisions apply when an employee is recalled as the junior employee or is senior and has an application to leave the reserve board. The bump/displacement rules apply if an employee is displaced by another employee and no recall provisions would then apply.

Section 3

Question 12: A What facilities must be at the location of the utility assignment.

Answer 12A: The same facilities that are required for a yard crew or local/road switcher.

Question 12B: Must the Utility position have the same on- and off-duty point?

Answer 12B: Yes.

Question 13: Can this assignment work alone?

Answer 13: The purpose of this assignment is to expedite traffic by assisting other crews. In performing those duties, the Utility assignment is intended to be attached to or work in concert with another crew. The Utility assignment shall be assigned to only one crew at a time and shall be in personal, radio, signal or other contact with the crew it is assisting prior to performing duties for or in conjunction with that crew.

Question 14: Can you give some examples to answer 13?

Answer 14: A utility person may be required to do whatever a brakeman/helper could do when instructed to do so by the Conductor/Foreman.

Question 15: What impact does the utility person have on the calculation of work events.

Answer 15: None.

Question 16: May a utility person assist crews from more than one seniority district.

Answer 16: Yes. In some locations crews from different seniority districts will perform work. A utility person who holds seniority at such a location may assist any crew that operates into, out of and through that location.

Question 17: If a utility person is attached to a crew and the crew is entitled to an arbitrary payment will the utility person also receive the arbitrary?

Answer 17 Yes, if their seniority date would have qualified them for the payment if they had been a regular assigned member of the crew.

Question 18: May a utility person be used off of their seniority district.

Answer 18: Yes, if current agreements permit the crew he/she is working with to be so used. For example a yard crew may be used within the road/yard zone in accordance with the National Agreement even if it is outside their seniority

district and a utility person working with that crew may also be used in the same manner as part of that crew.

Question 19A: Can you give an example(s) of when a utility person may not be used off their seniority district?

Answer 19A: Two Locals are assigned at an outside location (point A). The source of supply is 50 miles away. Another yard (point B) is 20 miles away in a different seniority district. If the carrier elects to establish a utility position at point A it must be from that seniority district and not someone from point B because point B is closer. A utility assignment at point B may assist the locals if they come in and out of point B and may go with a point B yard crew to point A but will not be assigned or allowed to work with the locals at point A. There will be no split crews (employees from different seniority districts on the same crew) permitted in the road/yard district outside the terminal. It is not the intent of the Utility assignment provisions to extend the road rights of an employee onto the territory of another seniority district which he /she heretofore did not possess.

Question 19B: Does the answer to Question 19A above preclude the use of a yard Utility assignment outside the terminal and onto the territory of another seniority district?

Answer 19B: No. The answer to Question 19A is not intended to restrict the Carrier's rights under applicable road / yard rules nor to preclude the use of a yard Utility assignment, in accordance with applicable rules, from working outside the terminal in any direction and onto any seniority district.

Question 20A: If a utility person is assigned in accordance with Section 3 H does he/she lose the utility person designation?

Answer 20A: Yes, the utility person would then be part of another crew and could no longer act as a utility person.

Question 20B: Is the answer to Question 20A above intended to also apply to road assignments?

Answer 20B: No. The provisions of Section 3 H are not intended to circumvent or supercede applicable vacancy procedures. If a Utility position is assigned, pursuant to the provisions of Section 3 H, to a road assignment, said employee is still subject to the limitations applicable to Utility positions; e.g, the mileage or road / yard service zone limitation.

Question 21: If a Conductor/Foreman fails to show or has gone home sick and a brakeman/helper is assigned to the job and the Utility person is assigned per Section 3 H who becomes the Conductor/Foreman?

Answer 21: The brakeman/helper if qualified.

- Question 22:** Is the Carrier required to assign the utility person as a permanent member of a crew in the above situation?
- Answer 22:** No, If the brakeman/helper is not qualified as a Conductor/Foreman either an extra board employee or a utility person may be used to fill the vacancy. If the brakeman/helper is qualified as a Conductor/Foreman then it may be run as a Conductor/Foreman only and the Section I B payment will be made. If the utility person does not become fully assigned and only assists the crew then the Section I B payment will still be made.
- Question 23:** How will a utility person know whether they are assigned to a crew per Section 3 H or just assisting a crew in that situation.?
- Answer 23:** They will be so instructed by a supervisor. Should any doubt arise they should specifically ask. If so instructed they should contact CMS at the first opportunity and advise that they have been made part of the crew and should indicate on their time record when they tie up.
- Question 24:** If an assignment is bulletined or called with a crew comprised of a Conductor and one (1) Brakeman (or a Foreman and one (1) Helper), may the Carrier operate this assignment as two assignments?
- Answer 24:** No.
- Question 25:** Does the presence and /or attachment of a Utility position affect the answer to Question 24?
- Answer 25:** No.
- Question 26:** Can a road Utility position be established or called at a terminal where yard assignments are on duty?
- Answer 26:** Yes.
- Question 27:** What assignments may be assisted by a road Utility position established or called at a terminal where yard jobs are on duty?
- Answer 27:** The road Utility position may assist road assignments within its zone.
- Question 28:** What assignments may be assisted by a yard Utility position?
- Answer 28:** A yard Utility position can assist both road and yard assignments.

Miscellaneous

- Question 29:** What assignments generate productivity fund payments?
- Answer 29:** Reduced crew assignments that have a Conductor or Foreman.
- Question 30:** May employees on a bump board ride a vacancy for the life of the bulletin to help identify the number of employees that may be eligible for a reserve board spot and enable the senior applicant to move to a reserve board vacancy?
- Answer 30:** Yes, but the employee on the bump board may not be forced to ride a vacancy for the life of the bulletin.
- Question 31:** What seniority will be used for filling Utility assignments.
- Answer 31:** In a yard, yardman's seniority and on the road, brakeman's seniority.
- Question 32:** May relief utility positions be established?
- Answer 32:** Yes, at the same location on the road unless mutually agreed otherwise, or in the same terminal.
- Question 33:** When will road or yard Utility positions qualify for overtime?
- Answer 33:** After their on-duty time exceeds eight (8) hours. June 11, 1996

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. I

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 77060

Dear Mr. Rudel:

During our discussions concerning the Conductor - / Foreman - only crew consist agreement, we recognized that during our negotiations additional employees could be hired and in training who did not fall under the specific language of the agreement. We agreed to review the number of employees that were in training on the date the agreement was signed and would treat those employees as if they had established a seniority date and were waiting in train service on that date. This would encompass them within the provisions of the agreement.

It was also agreed that these training positions would create Reserve Board positions and that they would be allocated to the locations where the employees were hired.

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

Yours truly,

A handwritten signature in cursive script, appearing to read "A. Terry Olin".

A. Terry Olin
General Director - Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read "S. B. Rudel".

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 2

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

During the parties' discussions concerning the Conductor - / Foreman - only Crew Consist Agreement, concerns were raised by your Organization regarding application and measurement of the twenty five (25) - mile limit for Utility positions established at outside points (reference Section 3, Paragraph G).

This letter shall serve to confirm the parties' respective commitments to promptly meet and resolve any problems which may arise in connection with the use of the Utility positions and the application of the 25-mile limit for Utility positions assigned at outside points.

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

Yours truly,

A handwritten signature in cursive script, appearing to read "A. Terry Olin".

A. Terry Olin
General Director - Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read "S. B. Rudel".

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



September 13, 1996

J 380.30 - 1

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions on Thursday, September 5, 1996, regarding the Crew Consist Agreement, dated September 5, 1996 and, in particular, its application when T&P trainmen are used to filled vacancies on the Great Southwest Railroad Company ("GSW").

The Letter of Understanding dated June 23, 1994 " ... concerning productivity fund payments to be made when GSW assignments are protected by Union Pacific (former T&P) seniority district trainmen" provides, in relevant part, " ... the productivity fund will receive one-half credit for each GSW vacancy that is protected by a UP employee."

The question has arisen whether the above-cited provision would continue to apply in those instances where a T&P trainman is used to protect a vacancy on a GSW assignment which is operated with a Conductor/ Foreman-only crew. This letter shall serve to confirm the parties agreement that in those instances where a T&P trainman protects a vacancy on a GSW assignment operated with a Conductor- / Foreman-only crew, the "50% rule" cited above would not apply. In other words, the Carrier would contribute ("plug") to the productivity fund the full amount required under applicable T&P crew consist agreement provisions if the T&P employee was filling a vacancy on a Conductor- / Foreman-only GSW assignment.

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

Yours truly,

A handwritten signature in cursive script, appearing to read "A. Terry Olin".

A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:

A handwritten signature in cursive script, appearing to read "S. B. Rudel".

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



September 13, 1996

J 380.30 - 1

**Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134**

Dear Mr. Rudel:

This has reference to the parties' discussions on Thursday, September 5, 1996, regarding the Crew Consist Agreement, dated September 5, 1996.

In conjunction with the forthcoming implementation of the referenced Crew Consist Agreement, a question has arisen regarding the impact of the Agreement on rates of pay. In addressing the issue, the parties agreed to the following question and answer

- Q. Does the September 5, 1996, Crew Consist Agreement modify rates of pay for existing assignments?**
- A. Except as specifically set forth in the agreement, no other rates of pay are modified by this agreement.**

If the above questions and answers properly reflect our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,

**/s/
A. Terry Olin
General Director – Labor Relations
Operating - South**

AGREED:

**/s/
S. B. Rudel
General Chairman, UTU**

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



September 13, 1996

J 380.30 - 1

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions on Thursday, September 5, 1996, regarding implementation of the Crew Consist Agreement, dated September 5, 1996.

Section 5, Paragraph A of the aforementioned agreement requires the Carrier to bulletin for a period of at least fifteen (15) days all assignments on the territories covered by the Agreement Likewise, Section 5, Paragraph C requires "*[a]ssignments to the options set forth in 'A' above shall be made by seniority preference.*"

In discussing the implementation of the Agreement, the parties concluded there were many assignments which will be unaffected by the implementation of this Agreement; e.g., through freight pool assignments, etc. In addition, there are a number of assignments which will not be operated with a Foreman-/ Conductor-only crew. In these instances, implementation of this Agreement in the manner set forth in Section 5 will result in unnecessary disruption of many employees and will cause an unnecessary administrative burden for CMS.

Therefore, this letter shall serve to confirm the parties have agreed, subject to the concurrence of the appropriate Local Chairman, the following shall apply in regards to application of Section 5:

- * Positions on all guaranteed extra boards and supplemental extra board at each location will be bulletined and assigned in accordance with the provisions of Section 5.
- * If it is contemplated that an assignment will not initially be operated with a foreman Conductor-only crew, said assignment need not be bulletined.

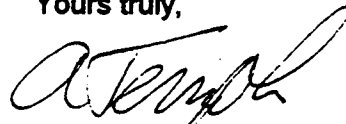
NOTE: The above provision is intended to facilitate the initial implementation of the Crew Consist Reopener Agreement It is not in any manner intended to restrict the Carrier's present or future right to operate an assignment with a Foreman- / Conductor-only crew. An assignment not initially bulletined to operate with a Foreman- / Conductor-only crew is not thereafter barred from being operated with a crew comprised of only a Foreman or Conductor.

- Furloughed employees will be recalled to service to coincide with implementation of this Agreement and will be considered as active positions in the determination of the number of Reserve Board positions available at a location.
- In conjunction with the adoption of the foregoing provisions, the number of Reserve Board positions required at a given location and will be bulletined. The Carrier shall make assignments to additional Reserve Board positions via the application process immediately subsequent to implementation of the Agreement.

The above provisions are to be applied only in connection with the initial implementation of the Crew Consist Agreement and shall in no manner modify existing rules and practices pertaining to the bulletining of and assignment to positions on the T&P. Moreover, the provisions contained herein are intended to confirm the parties' understandings regarding the implementation of Section 5 and do not in any manner modify any other provision of the Crew Consist Agreement.

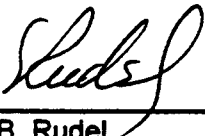
If the foregoing property reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,



A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:



S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

September 13, 1996

J 380.30 - 1

Dear Mr. Rudel:

This has reference to the parties' discussions on Thursday, September 5, 1996, regarding application of the Crew Consist Agreement, dated September 5, 1996.

Section 2, Paragraph B provides, *'The number of reserve board positions shall equal the number of employees at each location on date of implementation.'* The question has arisen regarding how the number of reserve board positions assigned at a location would be adjusted when an employee who returns to active service subsequent to the implementation of this Agreement

The parties agree that when an employee, who was in an inactive status at the time the September 5, 1996 Crew Consist Agreement was implemented and was not included in the initial determination of reserve board positions to be established at a location, returns to active service, the number of reserve board positions at the location where the employee initially marks up for service will be increased.

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

Yours truly,

A handwritten signature in cursive script, appearing to read "A. Terry Olin".

A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:

A handwritten signature in cursive script, appearing to read "S. B. Rudel".

S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



September 23, 1996

J 380.30 - 1

Mr. S. B. Rudel
General Chairman
United Transportation Union 7817
Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions on Thursday, September 5, 1996, regarding implementation of the Crew Consist Agreement, dated September 5, 1996, and, in particular, the application of Section 2 (Reserve Boards).

Section 2, Paragraph A provides:

"A. The rate of pay for employees on the Reserve Board shall be the greater of

- 1. 70% of the basic yard foreman's rate of pay five (5) days per week; or*
- 2. Their current reserve board rate if applicable; or*
- 3. 70% of the employee's 1995 compensation earned by such employee in train and/or engine service."*

This letter shall serve to confirm the Carrier's commitment that Reserve Board rates of pay for each employee would be calculated/updated in accordance with the provisions Section 2, Paragraph A as expeditiously as possible following implementation of the Agreement.

The parties also discussed the manner in which Section 2, Paragraph B would be applied. Paragraph B reads:

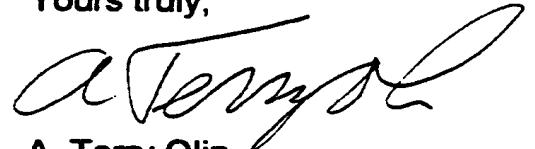
"B. The number of reserve board positions shall equal the number of employees at each location on date of implementation. "

In concert with implementation of the Agreement, the Carrier also indicated it would, for the purpose of determining the number of Reserve Board positions to be established at

each location, take a "snapshot" of all assignments at each location on the date of implementation. This information will be used in connection with discussions with your Organization to confirm the proper number of Reserve Board positions have been established at each location.

Finally, this letter shall also serve to confirm the Carrier's indication any employee who acquires seniority as a trainman on the T&P between September 5, 1996 - the date this Agreement was signed - and October 1, 1996 - the date this Agreement is to be implemented - will be considered as eligible for the benefits set forth in Sections 1, Paragraph B and Section 2.

Yours truly,

A handwritten signature in black ink, appearing to read "A. Terry Olin". The signature is fluid and cursive, with a large loop at the end.

A. Terry Olin
General Director - Labor Relations
Operating - South

MEMORANDUM OF AGREEMENT, March 15, 1968, NMB Case Nos. A-7556 and A-7556-Sub.1, 320-6089-3 - 340-4491-4:

I.

Yard crews shall consist of not less than a foreman and two helpers.

II.

Road freight crews shall consist of a minimum of two brakemen, except that crews performing service exclusively on the portions of railway listed below shall consist of a minimum of one brakeman.

Shreveport - Houston

Weatherford - Mineral Wells

Abilene - Ballinger, except on days when an extra man as signed to the Abilene extra board has not worked when the A&S road job is run.

McCall - Thibodaux

III.

This agreement does not change currently effective agreements, rules, awards and practices relating to self-propelled machines and passenger crew consist.

IV.

For the purpose of affording employe protection in the application of this agreement there shall be three groups of employes, as follows:

GROUP A (1) Road trainmen whose seniority antedates January 25, 1964, and

(2) Road trainmen whose seniority date is between January 25, 1964 and March 15, 1968 (both dates inclusive) and who were not furloughed as of March 15, 1968.

GROUP B Road trainmen with seniority date between January 25, 1964 and March 15, 1968, and who were on furlough as of March 15, 1968.

GROUP C Road trainmen whose seniority date is subsequent to March 15, 1968.

Where crew consist rules prior to January 25, 1964 required three brakemen, such jobs will not be reduced below that number if it will furlough employes in Group A. Jobs permitted to work with one brakeman under this agreement will not be

reduced below two brakemen if it will furlough employes in Group A or B. Employes in Group C will have no rights to blankable jobs.

V.

This agreement signed at St. Louis, Missouri this 15th day of March 1968 supersedes all agreements, rules, awards, decisions and practices regarding consist of crews in conflict herewith, and will remain in effect until changed in accordance with the Railway Labor Act, as amended.

CREW CONSIST AGREEMENT, Effective April 1, 1980:

In full and final settlement of the Carriers' Section 6 notices dated June 13, 1977, as they pertain to the consist of crews in road and yard service:

IT IS AGREED:

The consist of all road freight and yard crews, except as otherwise provided in this Agreement, shall not be less than a conductor (foreman) and two brakemen (helpers). Such crews will hereinafter be referred to as standard crews.

Article 1. The reduction of road freight service brakeman or yard brakeman (helper) positions from any crew shall be made solely on a pure attrition basis, i.e., no road freight brakeman or yard helper position available to a protected employe under schedules rules will be blanked, nor will a protected employe be furloughed or remain on furlough as long as a reduced crew is operating on his seniority district, except under certain conditions hereinafter provided. A protected employe may elect and be allowed to go on furlough and remain furloughed until needed on a must-fill position rather than exercise seniority on a blanked position.

Article 2.

(a) All employes holding a seniority date on road brakemen and/or yard switchmen seniority rosters on the effective date of this Agreement shall be known and designated as "protected employes." Any such employe in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employe.

(b) A protected employe shall retain the right to exercise seniority to must-fill, blanked or blankable second brakeman or second yard helper positions (except those specified in Article 15 below and assignments which could be manned by one conductor (foreman) and one brakeman (helper) prior to the effective date of this Agreement), subject to certain conditions provided for in this Agreement. The protection against furlough for employes protected under pre-existing crew consist agreements is preserved.

(c) Brakemen and/or switchmen establishing seniority after the effective date of this Agreement shall be known and designated as "non-protected employes" and shall not have the right to exercise seniority to or otherwise be used on blanked or blankable second brakeman or second yard helper positions.

Article 3. (a) The term "must-fill" positions are positions covered by agreements between Carrier and UTU, except second brakeman (yard helper) positions in road and yard service which may be blanked pursuant to this Agreement.

(b) The term "blanked" position refers to a second brakeman or helper position on a crew which is not filled and works as a "reduced crew".

(c) The term "blankable" position refers to a second brakeman or helper position on a standard crew which is filled by a protected employe and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman/helper.

Article 4. No Carrier supervisor, official, or non-craft employes (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU Agreements.

Article 5. No protected employe will be moved from a standard crew or a conductor/foreman and two brakemen/helpers to a reduced crew of a conductor/foreman and one brakeman/helper in order to make such crew a standard crew of a conductor/foreman and two brakemen/helpers, except as provided in Article 13 hereof.

Article 6. Permanent must-fill vacancies (other than those referred to in paragraphs (a), (b) and (c) below), which are not filled voluntarily in the usual manner, will be filled by assigning the most junior brakemen/helpers on the extra board. If non-protected employes are assigned (either by choice or if forced), an equal number of protected employes electing to remain on or go on the extra board will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employes are holding must-fill positions. However, a protected employe on the extra board so affected will be permitted to exercise his seniority on any must-fill position held by a junior employe at any time by giving the appropriate Carrier officer a twenty-four (24) hour notice.

(a) Permanent must-fill vacancies and/or additional turns in pool freight service not voluntarily filled in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in that pool.

(b) Permanent must-fill vacancies in yard service not voluntarily filled in the usual manner will be filled by assigning the most junior protected helpers among those on the extra

board and those holding blankable positions on the same shift (starting time bracket) in the same yard (switching limits).

(c) Permanent must-fill vacancies at outlying points not filled voluntarily in the usual manner will be filled by assigning the most junior protected brakemen among those on the extra board and those holding blankable positions in the same class of service on jobs with the same on-and-off duty points; same working limits; same rates of pay; and the same or nearest the same starting time (not to exceed one hour earlier or later).

Protected brakemen/helpers being moved from a blankable position to a must-fill position, as outlined in paragraphs (a), (b) and (c) above will be made whole for any loss of time that might be incurred while making the forced move.

Article 7. Protected brakemen and switchmen on the extra board shall be used on blankable second brakeman/yard helper vacancies and on must-fill vacancies to the extent specified below. However, as provided in Article 6 of this Agreement, protected extra board employes will not be used on blankable second brakeman/yard helper vacancies as long as they remain on the extra board and must-fill positions are assigned to non-protected employes.

Non-protected brakemen/yardmen on the extra board shall be used only on must-fill vacancies and shall have no claim if runaround by a protected brakeman/yardman used on a blankable vacancy.

(a) YARDMEN'S EXTRA BOARD

All extra board yardmen will continue to be confined to five straight-time, eight-hour shifts in their work week (eleven straight-time shifts in a semi-monthly pay period on the former TP-MP Terminal) under the Five-Day Work Week Agreement currently in effect.

After all available extra board yardmen have worked their allotted number of shifts, must-fill vacancies for the remainder of the work week (or the semi-monthly pay period on the former TP-MP Terminal) will be filled by the most junior available protected yard helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist and those so used will receive no less compensation than they would have earned on their own assignment.

In the event there are no available protected yard helpers holding blankable positions in the same starting time bracket in which the vacancies exist, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

(b) BRAKEMEN'S EXTRA BOARD

When extra board brakemen have earned 800 miles in a work week (a period of seven consecutive days starting with Monday) they will not be used for the remainder of the work week on other than must-fill vacancies.

When the extra board is exhausted, must-fill vacancies at the extra board point will be filled by the most junior available protected brakemen holding blankable positions at that point. If the vacancy is at an outlying point, the most junior available protected brakeman holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement.

(c) COMBINED YARDMEN-BRAKEMEN EXTRA BOARD

When extra board employes have earned 800 miles in road service or have worked five straight-time, eight-hour shifts in yard service or any combination of the two totaling the equivalent of 800 miles in a work week (a period of seven consecutive days starting with Wednesday), they will not be used for the remainder of the work week on other than must-fill vacancies.

After all available men on the extra board have worked their allotted time, must-fill vacancies in yard service will be filled by the most junior available protected yard helpers assigned to work that day on blankable positions in the same starting time bracket in which the vacancies exist, and those so used will receive no less compensation than they would have earned on their own assignment. Thereafter, said vacancies will be filled in accordance with the rules or practices in effect prior to this Agreement.

When the extra board is exhausted, must-fill vacancies in road service at the extra board point will be filled by the most junior available protected brakemen holding blankable positions at that point. If the vacancy is at an outlying point, the most junior available protected brakemen holding a blankable position at that point will be used. If there are none, the vacancy will be filled in accordance with the rules or practices in effect prior to this Agreement.

Article 8. The Carrier shall maintain a sufficient number of employes to permit reasonable lay-off privileges and to protect must-fill vacancies, vacations, personal leave days and other extended vacancies.

Article 9. In the event a standard yard crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis

not to exceed one hour if there is an available protected helper on the extra board who will be called to fill the vacancy. If there is no available protected helper on the extra board, the position will be blanked and the remaining crew members will finish that tour of duty. They shall be paid the Special Allowance and payment will be made to the Productivity Fund as provided for in Articles 18 and 19 of this Agreement.

Article 10. In the event that any member of a standard yard crew discontinues duty before completion of the crew's tour of duty, he shall be paid for the actual time on duty. If a replacement is called, the remaining two crew members may be required to work not to exceed one hour. The Carrier may elect to tie the crew up rather than call a replacement, or in the event no protected helper is available from the extra board, the remaining two crew members may be required to work on a reduced crew basis and receive the Special Allowance and payment shall be made to the Productivity Fund as hereinafter provided in Articles 18 and 19.

Article 11. In the event a standard road crew member fails to report before departure of his train from the home terminal (i.e., before the train starts to move from the track on which it was made up), the crew may be used on a reduced crew basis to and from the away-from-home terminal provided the trains they operate do not exceed 121 cars, or 6,840 feet, including caboose(s). The two crew members so used will be paid the Special Allowance and payments will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

If an employe is given less than the required advance call, the train will be held not to exceed the amount of time the call was short.

Article 12. If a trainman on a standard train crew on a straight-away road assignment marks off at the away-from-home terminal for reasons of his own, the remaining two crew members may be required to work back to their home terminal, providing the train does not contain more than 121 cars, or 6,840 feet, including caboose(s), and will receive the Special Allowance and payment will be made to the Productivity Fund as provided in Articles 18 and 19 of this Agreement.

In the event that the train does contain more than 121 cars, or 6,840 feet, including caboose(s), so as to require a standard crew, and unless otherwise agreed to by the Local or General Chairman, the second brakeman position will be filled in accordance with the applicable provisions of Article 13 below.

Article 13. At the away-from-home terminal, when (1) a vacancy exists on a reduced crew of (2) the train on which the crew

is to be used requires a standard crew, or (3) in order to restore a reduced crew to a standard crew handling a train in excess of 121 cars, or 6,840 feet as provided in Articles 11 and 12, the vacancy will be filled in the following sequence:

(a) By stepping up the first rested and available brakeman from a blankable position in the same pool.

(b) By stepping up the first rested and available brakeman from a must-fill position in the same pool.

(c) By deadheading a brakeman from the home terminal.

In the application of paragraphs (a) and (b), it is understood that subsequent brakemen will not be stepped up to fill a vacancy on a crew from which a brakeman had been stepped up in order to make that crew a standard crew. The brakeman who is stepped up to restore a crew to a standard crew as provided for in the first paragraph of this Article 13 will be allowed the special allowance as provided in Article 18 of this Agreement separate and apart from the make-whole provisions set forth next below.

Brakemen used off their regular assignment under (a) or (b) above will be returned to their regular assignment at the home terminal and will receive no less compensation than they would have earned had they remained on their regular assignment.

Article 14. The following car limits and train length limitations shall be made effective in road freight service:

Trains of one to 71 cars but not to exceed 4,015 feet in length, including caboose(s) may be operated with a reduced crew of one (1) conductor and one (1) brakeman, subject to other provisions of this Agreement.

Trains of 72 cars to 121 cars but not to exceed 6840 feet in length, including caboose(s), may be operated with a reduced crew of one (1) conductor and one (1) brakeman by agreement between the appropriate UTU Local Chairman and Local carrier officer with the approval of the General Chairman and Carrier's Director of Labor Relations.

Trains consisting of more than 121 cars or exceeding 6840 feet in length, including caboose(s), may be operated only with a standard crew.

Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

Article 15.

(a) New business or new service operations of trains not exceeding 121 cars or 6,840 feet in length, including caboose(s), such as piggyback, unit and commodity trains, established to compete with other modes of transportation, such as trucks, ships and barges; and all non-revenue trains, such as snow plows, work or wreck trains (including handling of wreck trains, terminal to terminal) may be operated with a reduced crew of not less than one (1) conductor/foreman and one (1) brakeman/yard helper.

(b) Where such service is protected from extra boards or by crews exclusively assigned to such service, it may be manned by reduced crews. When such service is protected by standard crews, second brakeman (helper) vacancies will be filled by available protected extra board brakemen (helpers) to the extent provided for in Article 7 of this agreement.

(c) Car limits and train lengths set forth in this agreement do not apply to reduced Hours of Service relief crews, except that if the train consists of more than 71 cars or 4,015 feet, no scheduled work will be performed enroute to the terminal.

Article 16.

(a) Portable radios will be furnished for use by all members of reduced crews consisting of one conductor (foreman) and one brakeman (yard helper). Such radios will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employees will not be held responsible for failure or malfunction of radio equipment unless obviously caused by employe abuse or tampering.

(b) Sufficient frequency channels will be utilized to provide safe communication.

(c) Except in an emergency, reduced yard crews will not be required to start switching or perform transfer service without operable portable radios nor will they be censured or disciplined in any manner for refusing to do so.

(d) Except in an emergency, reduced crews in road service will not be required to perform switching or depart a terminal with train not having radio communication between rear and head end of train in addition to operable portable radios, nor will they be censured or disciplined in any manner for refusing to do so.

Article 17.

(a) The Carrier is not restricted by this Agreement from establishing or continuing assignments which have been single-position assignments such as but not limited to pilots, skatemen and car retarder operators.

(b) Where the Carrier elects to operate a job with a crew consist in excess of that required by this agreement, and the excess position on a crew is filled for five (5) consecutive days, the senior employe making application for the position will be assigned if the position is to be continued. The position may be abolished at any time pursuant to the usual notice requirements.

Article 18. Beginning on the effective date of this Agreement, road freight train and yard service crew members, both protected employes and non-protected employes, working on reduced crews shall be paid an additional Special Allowance of \$4.00, as adjusted, for each tour of duty worked, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew.

The \$4.00 Special Allowance is subject to all retroactive wage and cost-of-living allowance increases from January 1, 1978, and to all future wage and cost-of-living allowance increases becoming effective on or subsequent to the date of this Agreement.

Article 19.

(a) For each yard tour of duty or road freight service trip that a crew is operated with one (1) conductor or foreman and one (1) brakeman or yard helper, the Company will pay into the Employes' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employes represented by the United Transportation Union and is to be considered as an account or trust of and for the protected employes as a sharing in productivity savings. The \$48.25 payment will not be subject to future general wage increases or cost-of-living adjustments.

(b) Separate Employe Productivity Accounts shall be maintained for each particular road and yard seniority district unless otherwise agreed by the General Chairmen and Carrier's Director of Labor Relations. At the end of each year, each protected employe performing service in that particular seniority district will share in the division of the Employes' Productivity Fund, according to the number of yard tours of duty and/or road freight trips performed in that district during that calendar year. For equity purposes, each paid

vacation day taken by a protected employe in road freight and/ or yard service will be credited in computing his share of the Productivity Fund.

EXAMPLE

Amount in Fund at the end of year	\$288,000
Number of protected employe	200
Total number of road freight service trips and yard tours of duty by protected employes only	12,000

\$288,000 divided by 12,000 - \$24 per share

Each protected employe receives
\$24 x the number of his trips or
tours of duty.

(c) The productivity sharing provided for above is limited to the extent that the total amount of a protected employe's annual share of the Employes' Productivity Fund cannot exceed one-third (1/3) of his total compensation for that calendar year.

EXAMPLE

The protected employe earns \$27,000 for service performed. His payment from the fund for the year could not exceed \$9,000 (1/3 of \$27,000).

(d) Payment made to protected employes out of the Productivity Fund shall not be included in computing vacation pay.

(e) When a protected employe has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of his total compensation for that calendar year.

(f) When computing one-third (1/3) of a protected employe's total compensation in any calendar year, payments or credits received from the Productivity Fund will not be included in the computation.

(g) Payment made to protected employes out of the Productivity Fund shall not be used in the computation of any monetary guarantees.

(h) A part-time Union officer who is unable to work in road freight or yard service due to performing official union work will be credited for such actual days lost from his assignment toward his number of tours of duty or trips in computing his share of the Productivity Fund. The Local Chairman, with approval of the General Chairman, will furnish the Carrier's

Manager of Payroll Accounting the information necessary to properly credit those individuals for the number of tours of duty or trips to be so computed.

(i) The Company's pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited in the current calendar year is equal to not less than the full amount required to pay all protected employees a full one-third of their annual compensation for the preceding calendar year, adjusted to include cost-of-living and general wage increases due in the current calendar year. If the amount paid in is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.

(j) The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other applicable legal requirements will be finalized within 120 days from the effective date of this Agreement.

Article 20. To expedite attrition, an individual protected employe may request or may be offered in seniority order by the Carrier the opportunity for voluntary early separation and accept a lump sum separation allowance and other considerations in lieu of all other benefits and protection provided in this Agreement. Such employe will be given an opportunity to elect hospital-surgical coverage for himself and his dependents in lieu of a portion or all of the severance allowance agreed upon, if he so desires.

Such request or offer for early voluntary separation shall be in writing and subject to the approval and option of both the individual employe and Carrier's Director of Labor Relations.

Article 21. Subject to the Carrier's legal obligations, when selecting new applicants for service in the fireman craft represented by the UTU, opportunity shall first be given to employes in train and yard service represented by the United Transportation Union on the basis of their relative seniority standing, fitness and other qualifications being equal. The Carrier will post notice when seeking new applicants.

Article 22.

(a) Effective January 1, 1980, all train service employes in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following basis:

<u>Years of Service,</u>	<u>Personal Leave Days</u>
Less than 5 years	2 days
Five Years and less than 10 years	4 days
Ten years and less than 15 years	6 days
Fifteen years and less than 20 years	8 days
Twenty years or more	10 days

(b) The number of personal leave days each road freight service employe is entitled to shall be reduced by the number of paid holidays (or pay in lieu thereof) received in covered road service or in the exercise of dual road and yard seniority rights.

(c) Personal leave days may be taken upon 24 hours notice to an appropriate carrier officer and the employe will be paid one basic day at the rate of the last service performed for each personal leave day or days. Should the carrier refuse an employe's request for personal leave day or days, those leave days will be carried over, but must be requested and granted prior to May 1 of the following year.

(d) Personal leave day or days will not be scheduled or allowed to start on other than a work day of the employe's position. Personal leave days for extra board employes and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted as qualifying days for vacation purposes.

Article 23. The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairman and Director of Labor Relations. Such conference will be held promptly at the request of either party.

Article 24. The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employes, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employes, car limits and train lengths, special allowance payment to reduced crew members, employe productivity fund deposits and the administration thereof.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

Article 25. This Agreement will be made effective within 30 days of the date the Carrier was notified by the Organization that the Agreement has been ratified (March 17, 1980), and, except as provided above, will continue in effect until revised or amended by agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

CREW CONSIST AGREEMENT = SIDE LETTER NO. 1:

This letter will confirm the following understanding in connection with the application of Article 10 of the Crew Consist Agreement of March 17, 1980:

If the Carrier believes that the number of lay-offs during employes' tours of duty have increased as a result of said Article 10, a prompt conference will be held in order to modify the agreement to the extent necessary to obviate excessive lay-offs.

CREW CONSIST AGREEMENT = SIDE LETTER NO. 2:

This will confirm our several discussions and our agreement that the crew consist Agreement of March 17, 1980, will not have any bearing whatsoever on the administration of discipline procedures, or the amount of discipline assessed, in an effort to reduce the lists of "protected employes."

If at any time you feel that this commitment is not being honored, a prompt conference will be afforded to review the matter and whatever steps are warranted will be taken to alleviate the complaint.

The parties will meet promptly and make every reasonable effort to negotiate a new investigation and discipline rule to substitute for present discipline rules in the various agreements.

CREW CONSIST AGREEMENT = SIDE LETTER NO. 3:

This will confirm our understanding that the Crew Consist Agreement of March 17, 1980, does not change present rules, agreements or practices concerning the use of cabooses; nor does it change the present practice of placing them on the rear of trains and cuts, or the present practice of placing them elsewhere under certain circumstances.

CREW CONSIST AGREEMENT = SIDE LETTER NO. 4:

This will confirm our understanding concerning the train-

length limitations referred to in Article 14 of the Crew Consist Agreement of March 17, 1980:

Methods satisfactory to both parties will be established at all terminals by the Superintendents and the Local Chairmen, or their designees, for determining the length of trains.

CREW CONSIST AGREEMENT = LETTER DATED MARCH 19, 1980:

This will confirm understanding reached in conference today with respect to interpretation of the word "emergency" as used in Sections (c) and (d) of Article 16 of the Crew Consist Agreement signed March 17, 1980.

We adopt, as a general proposition, the definition of "emergency" as set forth in Webster's New World Dictionary, Second College Edition, copyright 1974, to-wit:

"EMERGENCY a sudden, generally unexpected occurrence or set of circumstances demanding immediate action."

Without attempting to set forth all of the many circumstances and events that would and/or would not constitute emergencies under that or any other general definition, the following are some practical examples of each:

A. EMERGENCIES

1. A derailment or other accident necessitating immediate action to protect persons and/or property.
2. Immediate action to avert accidents and obviate personal injuries and/or property damage.
3. Fire, storm, flood and other circumstances beyond the control of the Carrier that necessitate immediate action to protect persons and/or property.
4. In road service, when a radio becomes inoperable after a train departs the initial terminal as defined in Article 11 of the Crew Consist Agreement.
5. When a radio becomes inoperable on a yard assignment but only for the length of time it takes to get an operable radio to the crew.

B. NO EMERGENCIES

1. No operable radio available.
2. The need to perform work immediately, minus a condi-

ee's earnings during the calendar year 1987, subject to all applicable taxes. There shall be a \$30,000 minimum (subject to all applicable taxes) separation allowance.

(2) All employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on or before the effective date of this agreement, except those employees covered by Article VIII, Section 2, paragraph 3 of the Manning Agreement as revised by Article XIII Firemen, Section 1, paragraph 11, of the October 31, 1985 National Agreement, shall be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

ARTICLE V
GENERAL

(1) The basic Crew Consist Agreement dated March 17, 1980, shall continue to apply except where specifically amended by this Agreement.

(2) The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, employee productivity fund deposits and the administration thereof. Furthermore, it is understood this Crew Consist Modification Agreement is an agreement between Union Pacific Railroad Company (former Texas and Pacific) and the United Transportation Union, and the provisions of said agreement are not subject to change by provisions of any "National Agreement" between the National Carriers Conference Committee and the United Transportation Union.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

(3) The Carrier shall serve ten (10) days written notice upon the Organization before implementing this agreement.

(4) Signed at Spring, Texas, this 1st day of December, 1988.

tion such as those mentioned in A, above.

3. To clear a track for an inbound train, a transfer cut or other cut of cars.
4. To commence weighing cars.
5. To start humping a train or cut of cars.

PUBLIC LAW BOARD NO. 3889

Case No. 11
Award No. 11

Parties to dispute:

United Transportation Union (C&T)
and
Missouri Pacific Railroad Co.

Question at Issue:

Is the employee's position correct that when the firstout extra board protected employee starts his personal leave day(s) - (i.e., when he stands to be called) that the next out protected employee who has not made 800 miles in his work shall be called for the vacancy?

Opinion of Board:

The various UTU committees of the Missouri Pacific Railroad ratified a Crew Consist Agreement April 17, 1980. Article 22, Paragraph (d) says:

"Personal leave day or days will not be scheduled or allowed to start on other than a workday of the employee's position. Personal leave days for extra board employees and those in pool freight service will begin when they otherwise would have been called. When a member of a crew is on his personal leave day(s), if his position is not a must-fill position, it may be blanked. Personal leave days paid for will be counted a qualifying day for vacation purposes."

On May 14, 1981, the Carrier entered into a letter of understanding with a UTU committee other than the one here involved concerning the application of Article 22. That letter includes the following:

"It is further understood and agreed that the position which the extra board employee would have worked,

either on road or yard service, may be blanked (unless it is a must-fill position) until the extra board employee returns from personal leave or until the regular man returns to the position, whichever occurs first. In any event, the extra board employee will be off for a 24-hour period for each personal leave day taken."

It is the position of the Organization that under the 1980 agreement the Carrier is obligated to call the "next-out" employee, and, without an understanding like or similar to that cited, must continue to do so.

The Carrier believes that one of the benefits of the 1980 agreement was the ability to blank positions as it contends.

While the organization in its presentations cites the handling of this matter on other railroads, we limit ourselves to the agreements between these parties and the applications they have applied.

We must consider the 1981 understanding and agreement which allows the Carrier to do what it contends it could have done without the agreement -- a self-contradicting situation. We are left with the obvious: The agreement was negotiated, and with the presumption that it was not a useless action.

The Carrier, for whatever reasons, must have believed it needed the agreement. Based on that action, we conclude that in order to blank the positions as it wishes with the committee here involved, it must also negotiate a similar agreement.

Findings and Award:

That the question is answered in the affirmative.

Dated this 3rd day of December, 1986, at Houston, Texas.

/s/ John B. Criswell,

Neutral Member

/s/ Byron A. Boyd, Jr., Organization
Member

/s/ T. L. Wilson, Sr., Carrier Member

September 3, 1985

211

Mr. R. A. Green
General Chairman UTU (C&T)
16510 Northchase Dr. Suite 120
Houston, Texas 77060

Mr. J. W. Gilbreath
General Chairman UTU (C&T)
137 Sheffield
Ft. Worth, Texas 76134

Gentlemen:

As information this office has been advised that effective with the second period of July, 1985 payroll, necessary handling has been given to ensure that trip credits under the Crew Consist Agreement will be accumulated through the payroll system.

These credits will be allowed to those eligible individuals on ~~restricted activity~~, participants of Operation Lifesaver, paid attendants of rules exams and paid attendants of safety conferences.

Yours truly,

/s/ T. L. Wilson, Sr. Director
- Labor Relations

July 15, 1985

420.11
cc: 211

Mr. J. W. Gilbreath
General Chairman UTU CT
137 Sheffield Ft. Worth,
Texas 76134

Dear Sir:

Please refer to our recent conversation concerning the application of that portion of The Crew Consist Agreement dealing with personal leave days.

The Carrier is agreeable to changing the application of the agreement to the extent that once an employe's personal leave day(s) start, the employe will be permitted to mark up for

duty after his assignment or turn has completed one tour of duty or after twenty-four (24) hours, whichever comes first, for each personal leave day taken.

If you concur with the foregoing, please so indicate by signing in the space provided, returning the original to me and retaining the copy for your files.

Yours truly,

/s/ T. L. Wilson, Sr. Director
- Labor Relations

AGREED:

/s/ J. W. Gilbreath
General Chairman UTU

APPROVED:

/s/ J. M. Hicks
Vice President UTU

September 2, 1980

Mr. F. A. Hardin, President
UNITED TRANSPORTATION UNION
14600 Detroit Avenue
Cleveland, OH 44107

Dear Sir and Brother:

Please refer to our letter of August 13, 1980 addressed to Mr. O. B. Sayers, Director of Labor Relations, MP RR, and his mailgram reply of August 15th followed by his letter of August 18, 1980 concerning conferences we had with him on August 12, 1980 in connection with violations of the Crew Consist Agreement on the "Old T.P. Railroad."

Conferences were arranged for and held beginning 10:00 a.m. on Saturday, August 30th, with Director of Labor Relations Sayers, and carrier officer Gene Margerson, at which time General Chairman J. W. Gilbreath and I. Newcomb were present. Mr. Sayers made the commitment to us that he would comply with the agreement as he had done since our letter of August 13th and would issue instructions on all calling points on the "Old T.P." Railroad to allow furloughed employees to notify the appropriate carrier officer if he desired to be used when the extra board was exhausted and that they would call these employees, giving notification in seniority order when the extra board was exhausted.

As this satisfactorily disposes of this dispute, please accept this as our final report on same, and we take this opportunity to again express our thanks and appreciation to you

and Brother H. E. Nelson for your help (sic) and assistance in bringing about this settlement.

With kindest personal regards, we are Fraternally

yours,

/s/ J. M. Hicks Vice
President, UTU

/s/ C. F. Christiansen
Vice President, UTU

cc: J. W. Gilbreath, GC

I. Newcomb, GC

AGREED-TO QUESTIONS AND ANSWERS CONCERNING THE CREW CONSIST
AGREEMENT OF MARCH 17, 1980

In General:

Question and Answer No. 1

Q. Does this Agreement change or in any manner affect the consist of crews in passenger service?

A. No.

Question and Answer, No. 2

Q. Does this Agreement change in any manner agreement rules and practices pertaining to the filling of conductor/ foreman vacancies?

A. No.

Article 2(b):

Question and Answer No. 1

Q. Will blankable second brakeman/helper positions continue to be bulletined?

A. Yes, until no bids are received on such positions from protected employes, in which event the positions will be blanked.

Article 6(b):

Question and Answer No. 1

Q. Does the working in 6(b), 7(a) and 7(c), reading "same starting time bracket" mean the time periods referred to in existing starting time rules?

A. Yes.

Article 7(a):

Question and Answer No. 1

Q. Will a time and one-half tour of duty in yard service be counted as a day against a helper on the yard extra board under the provisions of this Article 7(a)?

A. No; time and one-half tours will not be counted in computing the five straight-time, eight-hour shifts in his work week.

Article 7(c):

Question And Answer No. 1

Q. Will a time and one-half tour of duty in yard service be counted as a day or 100 miles against an employe working from a combined yardman/ brakeman extra board toward the equivalent of the 800 miles in the work week?

A. No; only straight-time shifts will be counted and each straight-time shift will only count as 100 miles, i.e., if a yardman works eight hours straight time and four hours overtime in the same tour of duty, only 100 miles will be counted toward the equivalent of 800 miles in a work week.

Article 13:

Question and Answer No. 1

Q. Under what circumstances is the Carrier restricted from stepping up a brakeman at the away-from-home terminal to fill vacancy on a second brakeman position?

A. Only when the vacancy he stepped up to was caused by the Carrier in order to operate a previous train out of the

away-from-home terminal requiring a standard crew. Vacancies caused by brakemen marking off at the away-from-home terminal for reasons of their own on reduced or standard crews may be filled as provided for in Article 13 (a) and (b) without restriction.

Article 15:

Question and Answer No. 1

Q. Prior to the effective date of this Agreement, there were four pool crews in service on a subdivision and after the effective date of this agreement business increases and two additional pool crews are added to the pool service. Can this be considered new business or new service operations?

A. No.

Article 15 (c)

Question and Answer No. 1

Q. In the event a crew is relieved because of the Hours of Service law before departing its initial terminal and a relief crew is called to handle the train of the crew being relieved, will the car limits and train lengths, as provided for in Article 14 hereof, apply to the relief crew?

A. Yes, because the train has not departed its initial terminal.

Article 16(d):

Question and Answer No. 1

Q. What is meant by the wording, "head end of train"?

A. The control unit of the locomotive.

Article 19(b):

Question and Answer No. 1

Q. Do the number of days not worked while protecting the extra board go to the credit of the protected employe toward the number of yard tours of duty credited for the purpose of sharing in the productivity fund?

- A. No; only actual service performed in freight or yard service is so credited.

Question and Answer No. 2

Q. In the event of the death of a protected employe who is entitled to payment from the productivity fund, will his part be paid to the estate or beneficiary?

- A. Yes, at the end of the year when disbursements are made.

Article 22:

Question and Answer No. 1

Q. If a man with more than five years and less than ten years of service, who is entitled to four personal leave days a year (receives or could have received 6 paid holidays but did not qualify due to unavailability on qualifying day or days), goes to road service, which does not qualify for holiday pay, would he be entitled to four personal leave days?

- A. Yes, but he could not get more than ten personal leave days and holidays through the combination of the two.

Question and Answer No. 2

Q. In the event the same man, who qualified for and who is entitled to four personal leave days, works a yard job or a road job qualifying for holiday pay and earns seven paid holidays and then takes a job that does not qualify for holiday pay, how many personal leave days would he then be entitled to?

- A. Three.

Question and Answer No. 3

Q. In the case of a 20-year brakeman working the first part of the year on freight trains not governed by holiday pay, and during such time uses all ten days of his "personal leave," then goes to a road freight run covered by Holiday Pay rules, or yard service covered by Holiday Pay rule, what is his eligibility for holiday pay?

- A. He would not be eligible for holiday pay, as he used his maximum ten days for the year, and no more holiday-pay days would be due; similarly, if he used five days of personal leave, he would only be eligible for the five

holiday-pay opportunities the remainder of the year, i.e., in no event can a man accrue more than ten days' personal leave or holiday pay in combination.

Question and Answer No. 4

Q. If a passenger service employe, where no holiday pay applies, goes into freight service where the personal leave days apply, is he eligible for such days when in freight service?

A. Yes.

Question and Answer No. 5

Q. An employe has five years of service as of December 29, 1980, and is entitled to four personal leave days, but there are only three days remaining in the year. After taking three personal leave days, may he then carry the fourth day over into the next year?

A. No.

Question and Answer No. 6

Q. An employe who will have five years of service on August 1, 1980, takes two personal leave days prior to that date. Is he entitled to an additional two personal leave days after August 1, 1980?

A. Yes.

SUPPLEMENT NO. 1

Article 2(b):

Question and Answer No. 1

Q. Does a protected employe retain the right to exercise seniority to a blanked second brakeman/helper position?

A. Yes, if he has a bump coming, except on those specified in Article 15 and assignments which could be manned by reduced crews prior to this Agreement, and in instances where protected employes are permitted to bump off the extra board under Article 6.

Article 7, First Paragraph:

Question and Answer No. 1

- Q. Will non-protected brakemen/yardmen be called in their turn from the extra board to fill second brakemen/helper positions or vacancies in instances where it is mandatory to use a standard crew under the terms of this Agreement?
- A. Yes, under such circumstances second brakemen/yardmen positions or vacancies will be classified the same as "must-fill" positions or vacancies.

Article 7(b) and (c)

Question and Answer No. 1

- Q. What earning will be used to compute the 800 miles in road service for extra board employes under the provisions of Article 7(b) and (c)?
- A. The actual mileage of each trip in road service, including deadhead trips under pay will be counted. Services paid for on an hourly basis of pay and overtime will also be counted but it will be computed 12.5 miles per hour. Time consumed in the performance of work for which an arbitrary allowance is paid will not be counted nor will held-away-from-home-terminal payments be counted under this article.

Article 11:

Question and Answer No. 1

- Q. If there is switching to be performed and one member of the standard road crew fails to report for duty at the on-duty time, may the crew commence switching and depart from the terminal or complete their tour of duty as a reduced crew?
- A. Yes, under these circumstances the time the crew starts switching rather than the time "the train starts to move from the track on which it was made up," will be controlling in the application of Article 11.

Article 13:

Question and Answer No. 2

- Q. When stepping up a brakeman at the away-from-home ter-

minal under Article 13(a), which brakeman on the crew should be selected?

- A. Except when both brakemen on the crew are extra board brakemen, the senior brakeman should be selected. If both are extra board brakemen, the one who stood first out when they were called from the extra board should be selected. If the brakeman so selected cannot be contacted, the other brakeman on the crew may be used.

Article 14:

Question and Answer No. 1

Q. Do the car limits and train length provisions of Article 14 apply to assignments which could be manned by one conductor and one brakeman prior to the effective date of this Agreement?

- A. Yes.

Question and Answer No. 2

Q. Do car limits and train length provisions of Article 14 apply to traveling switchers classified as road assignments?

- A. Yes, when handling train between stations on road trip.

Article 17(b):

Question and Answer No. 1

Q. How will it be known that the Carrier has elected to operate a job with a crew in excess of that required by the Agreement?

- A. The carrier may post a notice or bulletin a job with two or more brakeman/helper positions designated as must-fill positions. It will not be assumed that the Carrier has elected to operate a job with a crew in excess of that required by the Agreement unless the blankable position on the crew is filled for five (5) consecutive days and on one or more of those days the position is filled by a non-protected employe. In other words, Article 17(b) will not apply to situations where the second brakeman/helper position is filled as the result of using protected employes from the extra board or as the result of a protected employe exercising his right to fill a blankable position in conformity with the Agreement.

Article 19(b)

Question and Answer No. 3

- Q. Section (b) provides that for each paid vacation day taken by a protected employe he will be credited that day in computing his share of the Productivity Fund. Will "Personal Leave" days taken by an employee also credited in computing his share of the Productivity Fund?
- A. No.

Question and Answer No. 4

- Q. How many shares will be credited each week of vacation taken by a protected employe in road freight or yard service under this article?
- A. Seven.

Question and Answer No. 5

- Q. Will tours of duty in road or yard service on single position assignments such as pilots, skatemen and car retarder operators worked by protected employes be credited in computing their share of the Productivity Fund?
- A. Yes.

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
(former Texas and Pacific Railway) and the
UNITED TRANSPORTATION UNION

CREW CONSIST MODIFICATION AGREEMENT

It is agreed the basic Crew Consist Agreement between the parties dated March 17, 1980, is amended as follows for the former Texas and Pacific Railway:

ARTICLE I
CREW CONSIST

(1) There shall be no car count or train length limitations in the operation of trains with crews of one (1) conductor/foreman and one (1) brakeman/helper.

(2) If a must fill position goes no bid the senior furloughed protected employee at the location that protects the assignment will be assigned. Otherwise, in the absence of a furloughed protected employee at that location, the junior employee holding a blankable position at the location that protects the assignment will be force assigned to the must fill vacancy. The junior road employee holding blankable position will be forced to must fill road assignment and the junior yard employee holding blankable position will be forced to must fill yard assignment. However, should there be no employee holding a blankable position in either the road or yard the junior employee holding a blankable position at that location will be forced to the must fill assignment.

(3) Employees forced from blankable position to must fill position as provided in Article I, (2) above, will receive no less than what they would have earned had they remained on their blankable positions. In addition, those employees in yard service who are forced to another yard assignment outside their starting time shift will be compensated one (1) basic day's pay at the yard rate on the first day such employee protects the assignment to which forced. Extra board positions are considered must fill under the provisions of this Article.

ARTICLE II
GUARANTEED EXTRA BOARD

(1) Guaranteed Extra Boards shall replace existing extra boards as follows:

(a) Road Extra Boards shall protect all road vacancies and will be established at the following locations:

- 1) New Orleans (Avondale)
- 2) Shreveport
- 3) Mineola
- 4) Bonham
- 5) Ft. Worth
- 6) Big Spring
- 7) El Paso

(b) Yard Extra Boards shall protect all yard vacancies and will be established at the following locations:

- 1) Addis
- 2) Shreveport
- 3) Texarkana
- 4) Longview
- 5) Dallas
- 6) Ft. Worth
- 7) Big Spring
- 8) El Paso

(c) Combination Road/Yard Extra Boards shall protect all road and yard vacancies and will be established at the following location:

- 1) None

(2) The guarantee for the Extra Boards under Item (1) above shall be as follows:

(a) Road - \$1807.03 per pay period which equates to 1800 miles at the brakeman's basic local rate of pay.

(b) Yard - \$1326.99 per pay period which equates to 11.5 days at the 5-day yard helper rate.

(c) Combination Road/Yard - \$1807.03 per pay period which equates to 1800 miles at the brakeman's basic local rate of pay.

Note: Employees assigned to a guaranteed board for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the board during a pay period. Guarantees are subject to wage increases.

(3) New hires shall have their guarantee established in Article II(2) above reduced by the percentage applicable to the employee's earnings in Article IV, Section 6 of the October 31, 1985 National Agreement.

(4) Payment of the guarantee shall be made on the payroll half for the payroll period in which the guarantee payment was incurred.

(5) The carrier shall regulate the number of employees on the Guaranteed Extra Boards, but the Company shall ensure that a sufficient number of employees are on the Board to maintain the average mileage between 1650 and 1950 per pay period for the Road and Combination Road/Yard Guaranteed Extra Boards and between 10.5 and 12.5 days per pay period for the Yardmen's Guaranteed Extra Boards. Such boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Mondays.

(6) (a) All earnings, excluding penalty time claims, received by employees assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee. A Guaranteed Extra Board employee laying off on call, missing call or not available for service will have the guarantee reduced by the amount he would have earned had he not laid off on call or missed call or not been available for service, with a minimum reduction of one guaranteed day.

(b) Employees assigned to a Guaranteed Extra Board who miss a call when other than first out will have their guarantee reduced by one day for each 24-hour period or portion thereof they are off the board.

Example: Brakeman A is first out and Brakeman B is second out. Brakeman A missed call for 7:00 a.m. local. Brakeman B also missed call for 7:00 a.m. local. Brakeman A's guarantee is reduced under the provisions of (a) above and Brakeman B's guarantee is reduced under the provisions of (b) above.

(c) (1) Road employees marking off will not lose their place on the board unless they are not available at call time, employees in marked off status will be "hooked" to the assignment missed and will forfeit one day's guarantee for each 24 hour period or portion thereof they are layed off from time they

first marked off.

Note: Employees marking off will not have their names removed from the extra board until call time when they are first out. Code-a-phone will indicate employees in marked off status.

(2) Existing yard rules in connection with laying off are unchanged and yard employees marking off will forfeit one day's guarantee for each 24 hour period or portion thereof they are marked off and not available for service.

(d) An employee who is assigned to a Guaranteed Extra Board who is unavailable for more than two (2) occurrences per pay period will forfeit his guarantee for that pay period.

(7) When there are no protected employees furloughed at the location(s) the extra board protects, such extra board will only protect must fill position.

ARTICLE III

PRODUCTIVITY FUND/SPECIAL ALLOWANCE/PERSONAL LEAVE

(1) The present \$48.25 productivity fund allowance in Article 19 of the basic agreement shall on the date this modified agreement is implemented be increased as follows:

(a) \$50.00 will be paid to the productivity fund.

(b) Protected employees will be compensated in addition to their normal earnings a productivity fund allowance of \$3.75 when working on a reduced crew.

(2) The number of Personal Leave days shall on the effective date of this agreement be increased by one day in each of the years of service brackets, up to 11 days as set forth in Article 22(a) of the basic agreement.

(3) The Special Allowance payments provided for in the basic Crew Consist Agreement shall only be applicable to crew members who are protected employees under the terms of this modified agreement.

ARTICLE IV

SEPARATION ALLOWANCE/PROTECTION

(1) Upon implementation of this agreement, the Company will solicit voluntary separation requests from protected employees for a period of thirty (30) days. The amount of the separation allowance shall be an amount equal to the employ-

ee's earnings during the calendar year 1987, subject to all applicable taxes. There shall be a \$30,000 minimum (subject to all applicable taxes) separation allowance.

(2) All employees holding a seniority date on road brakemen and/or yard switchmen seniority rosters on or before the effective date of this agreement, except those employees covered by Article VIII, Section 2, paragraph 3 of the Manning Agreement as revised by Article XIII Firemen, Section 1, paragraph 11, of the October 31, 1985 National Agreement, shall be known and designated as "protected employees". Any such employee in a dismissed or suspended status as of the effective date of this Agreement, or thereafter, who is subsequently reinstated with seniority rights unimpaired shall also be a protected employee.

ARTICLE V
GENERAL

(1) The basic Crew Consist Agreement dated March 17, 1980, shall continue to apply except where specifically amended by this Agreement.

(2) The parties to this Agreement shall not serve or progress, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train lengths, special allowance payment to reduced crew members, employee productivity fund deposits and the administration thereof. Furthermore, it is understood this Crew Consist Modification Agreement is an agreement between Union Pacific Railroad Company (former Texas and Pacific) and the United Transportation Union, and the provisions of said agreement are not subject to change by provisions of any "National Agreement" between the National Carriers Conference Committee and the United Transportation Union.

This section will not bar the parties from making changes in the above provisions by mutual agreement.

(3) The Carrier shall serve ten (10) days written notice upon the Organization before implementing this agreement.

(4) Signed at Spring, Texas, this 1st day of December, 1988.

SHARON A. BANNISTER
Director Labor Relations
Operating South

UNION PACIFIC RAILROAD COMPANY

Room 322
1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402) 271-3449



February 13, 1995

File: S-1615-5

"B" & "b"
as info

MR SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD
FT WORTH TX 76134

Dear Sir;

This refers to our recent conversation in regard to carry-over personal days for employes in yard service.

A review of the record indicates the following has been the practice since the 1980 Crew Consist Agreement:

1. Regardless of the class of service an employe was working in, and as long as he was marked up and available, he could request and be granted a carry-over personal leave day between January 1 and May 1.
2. If the employee was in a class of service covered by the National Paid Holiday Rules when the carry-over day was granted, a blankable position would be blanked.

The practice of allowing yard employees to take carry-over personal leave days continued after the implementation of the modified crew consist agreement even though there were now no available positions to be blanked.

In light of this past practice, I will continue to allow yard service employes to take carry-over personal leave days. However, I must also advise it is my intent to address this issue again when the Conductor Only Agreement is reopened for local, TSE and yard service.

Yours truly,

A handwritten signature in cursive script that reads "Sharon A. Bannister".
SHARON A. BANNISTER

021395A.SAB

BCC: Kathy Alexander
Willie Reynolds

UNION PACIFIC RAILROAD
SCHEDULE OF TRIP CREDITS
FOR CLASS OF TIME BY
UTU GENERAL COMMITTEE

RECEIVED
JUN 14 1991
IN THE OFFICE OF
GENERAL CHAIRMAN UTU

Revised: June 11, 1991

<u>TRIP CREDITS GIVEN:</u>	<u>OR</u>	<u>ID</u>	<u>UT</u>	<u>LV</u>	<u>CA</u>	<u>WP</u>	<u>ED(UP)</u>	<u>CEI</u>	<u>MP</u>	<u>MI</u>	<u>ST J</u>	<u>GHH</u>	<u>KOG</u>	<u>TP</u>	<u>GCL</u>	<u>HBT</u>	<u>IGN</u>	<u>TPMP</u>	<u>AS</u>	<u>SN</u>
Straight Time (T21)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Work Rest Day (K1)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
22 1/2 HR Start (D1)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Vacation (Current) (V1) (3)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Vacation Paid In Lieu For Next Year (OI)	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Vacation Paid In Lieu For Current Year (OV)	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Vacation Paid In Lieu For Previous Year (OP)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Personal Leave (P1, P6)	Y	N	N	N	N	Y	Y	N	Y	N	N	Y	N	N	Y	N	Y	N	N	Y
Adept Instr (T7)	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y
CPR Trng (A2)*	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y
Co. Bus. (C7) (1)*	Y	Y	Y	Y	Y	Y2	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y2
Pro. Back (B2)*	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y
Job Brief (C2)*	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y
Op. Life Saver (E7)*	Y	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y

<u>TRIP CREDITS GIVEN:</u>	<u>OR</u>	<u>ID</u>	<u>UT</u>	<u>LV</u>	<u>CA</u>	<u>WP</u>	<u>ED(UP)</u>	<u>CEI</u>	<u>MP</u>	<u>MI</u>	<u>ST J</u>	<u>GHH</u>	<u>KOG</u>	<u>TP</u>	<u>GCL</u>	<u>HBT</u>	<u>IGN</u>	<u>TPMP</u>	<u>AS</u>	<u>SN</u>
Holiday Prorata* (H1) (4)	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Holiday Punitive (W1)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Rules Exam (H7)*	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
Attend Invest (I7)*	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y
Jury Duty (J7)*	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Safety Conf. (K7)*	Y6	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	N	Y
Berev Leave (A7)*	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y
Annul Days (A9)*	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
Restricted Activity (On Duty) (B7)	N	Y	Y	Y	Y	Y	N	N	N	Y	Y	N	Y	N	N	Y	N	Y	N	Y
Deadhead 108 Miles (D4)	Y	Y	Y	Y	Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N
FRA Drug Test (R9)*	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
ATCS Training (A3)*	Y	Y	Y	Y	Y	Y2	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y2
ATCS Instructor (A4)	N	N	N	N	N	Y2	N	N	N	N	N	N	N	N	N	N	N	N	N	Y2
Quality Improvement Team (A1)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

- 1 Other than the "part time/full time trainers".
 - * For scheduled work days only (not rest days). Except on Eastern District, which does get a trip credit for rest day holiday. Except on TP (H7) should be allowed a trip credit on scheduled work day or rest day. No credits to be given for trainer on OR, ID, UT, LV, CA, WP, MP & ED (use code C9).
- 2 Trip Credits given for all trainers.
- 3 On former UP Eastern District, WP, A&S, and former MP, 7 credits are given for each week of vacation. On remainder of former UP (OR., ID., UT., L.V., & CA.) 5 credits are given for yard, 6 for road.
- 4 For scheduled work days only (not rest days). Except on former Eastern District, which does get a trip credit for rest day holiday (one for working, one for holiday pay).
- 5 All company-selected instructors will not receive trip credits, (Safety and New Hire instructors included).
6. No credits for Fund 602 (Local Chairman will approve for Committee work).

NOTE: Any class of time not shown here is not being given a trip credit.

MEMORANDUM OF AGREEMENT, January 18, 1989:

CONDUCTOR'S GUARANTEED EXTRA BOARD

It was agreed that in conjunction with the Modified Crew Consist Agreement wherein Brakemen's Guaranteed Extra Boards are provided, Conductors' Guaranteed Extra Boards may be established at the option of the General Chairman at any location set forth below as follows:

ARTICLE I

(A) Where the Organization elects, Road Conductor Guaranteed Extra Boards shall replace existing Conductor Extra Boards or new extra boards may be established at the following locations:

1. New Orleans (Avondale)
2. Shreveport
3. Mineola
4. Bonham
5. Ft. Worth
6. Big Spring
7. El Paso

Note: General Chairman will make written request to the Director of Labor Relations to exercise option for Guaranteed Board(s).

(B) The guarantee for Extra Boards under Item (A) above shall be as follows:

- (1) \$1940.22 per pay period which equates to 1800 miles at the conductor's basic local rate.

Note: Employees assigned to a guarantee board for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the Board during a pay period. Employees going to or from the Board at their option (seniority move) will be allowed one (1) guarantee day for each 24-hour period they are on the Board. Employees reduced from the Board by the Carrier reducing the Board will be allowed (1) guaranteed day for each 24-hour period or portion thereof they are on the Board. Guarantees are subject to wage increases.

(C) New hires shall have their guarantee established in Item (B) above reduced by the percentage applicable to employees earnings in Article IV, Section 6 of the October 31, 1985 National Agreement.

(D) Payment of the guarantee shall be made on the payroll half for the payroll period in which the guarantee payment was incurred.

(E) The Carrier shall regulate the number of employees on the Guarantee Extra Boards, but the Company shall ensure that a sufficient number of employees are on the Board to maintain the average mileage between 1650 and 1950 per pay period. Should mileage fall below 1650, the Carrier may abolish the last position. Should the last position or an extra board be abolished by the Carrier such Board shall be considered inactive and may be reactivated upon request or concurrence of the appropriate Local Chairman. Such Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on Mondays.

(F) (1) All earnings, excluding penalty time claims: received by employees assigned to a Guaranteed Extra board will be used in computing the employee's guarantee. A Guarantee Extra Board employee laying off on call; missing call or not available for service will have the guarantee reduced by the amount he would have earned had he not laid off on call or missed call or not been available for service, with a minimum reduction of one guarantee day.

(2) Employees assigned to a Guaranteed Extra Board who miss a call when other than first cut will have their guarantee reduced by one day for each 24-hour period or portion thereof they are off the Board.

Example: Conductor A is first out and Conductor B is second out. Conductor A missed call for 7:00 a.m. local. Conductor B also missed call for 7:00 a.m. local. Conductor A's guarantee is reduced under the provisions of (1) above and Conductor B's guarantee is reduced under the provisions of (2) above.

(3) (1) Road employees marking off will not lose their place on the Board unless they are not available at call time, employees in marked off status will be "hooked" to the assignment missed and will forfeit one day's guarantee for each 24-hour period or portion thereof they are layed off from time they first marked off.

Note: Employees marking off will not have their names removed from the extra board until call time when they are first out. Code-a-phone will indicate employees in marked off status.

(4) An employee assigned to a Guarantee Extra Board who is unavailable for more than two (2) occurrences per pay period will forfeit his guarantee for that pay period.

(G) Conductors' Guaranteed Extra Boards established at the request of the General Chairman shall remain in effect until amended or abolished under provisions of the Railway Labor Act, as amended or at any time by mutual agreement between the parties.

(H) Signed at San Antonio, Texas, this 18th day of January, 1989.

AGREED TO

QUESTIONS AND ANSWERS

MODIFIED CREW CONSIST AGREEMENT

ARTICLE I

1. Q. Can the Carrier operate conductor/foreman only under the provisions of this Modified Crew Consist Agreement?
 - A. This Modified Crew Consist Agreement makes no provision for operating with only a conductor/foreman.
2. Q. What is meant by the use of the term "location" in Article I(2)?
 - A. The geographic territory protected by the seniority district.
3. Q. May an employee with prior rights be forced off his prior rights territory?
 - A. This Agreement makes no changes in the handling of such employees.
4. Q. When an employee is forced from a blankable position to a must-fill position, will the employee's blank-

able position be advertised?

A. Yes, but the employee forced from the position and anyone junior to the employee may not be assigned the position.

5. Q. If a vacancy on a blankable position goes no bid, may the position be blanked?

A. Yes, provided there are no furloughed protected employees, otherwise the blankable position will be offered in seniority order; however, the employee(s) may elect to remain on furlough.

6. Q. Will a yardmen forced to a yard extra board be entitled to the one (1) basic day's pay under Article I(3)?

A. Yes. However, it is understood that such payment will not be used to offset guarantee under Article II of this Agreement.

7. Q. Under the provisions of Article I(3), what information should employees provide to receive make whole compensation?

A. Employees must show on proper form the assignment forced from and the assignment forced to, along with the make whole compensation due.

ARTICLE II

8. Q. How shall extra board vacancies be filled?

A. Initially by bulletin, then by requests of individual employees.

9. Q. In the event Carrier has no requests for extra board positions how shall they be filled?

A. Inasmuch as such positions are considered must-fill, they will be filled in accordance with the provisions of Article I of this Agreement.

10. Q. How shall extra boards be reduced?

A. By cutting off the senior employee with request to be released. If no requests on file, then employees will be removed in juniority order.

11. Q. Are the mileage/shift limitations for extra board employees as contained in Article 7 of the basic Crew Consist Agreement set aside by this Modified

Agreement?

- A. Extra boards shall be regulated in accordance with Article II(5) of the Modified Agreement.
12. Q. Under provisions of Article II(5) will the extra boards be regulated at substantially the same time on adjustment day?
- A. Yes, boards will be regulated generally between 8:00 a.m. and 12:00 noon.
13. Q. With the implementation of this agreement, will there be a period of initial time that the boards will be maintained status quo?
- A. No, but for at least a period of 30 days after implementation, the boards will not be reduced.
14. Q. What is meant by "not available for service" under Article II (6) (a)?
- A. Failure to report after accepting call, etc.
15. Q. Will the earnings of employees on the Brakemen's Extra Board when used as a conductor count against their guarantee?
- A. Yes.
16. Q. If an employee is not available for call for a conductor's assignment while on the Brakeman's Extra Board, will his/her guarantee be reduced in accordance with Article II(6) (a) or (b)?
- A. No, except where basic agreement requires that such employee be available for and protect conductor assignments.
17. Q. Would an employee laying off but marking up before losing his turn be charged an occurrence?
- A. No.
18. Q. Under the provisions of Article II(6) (d), what incidents will not count toward the two (2) occurrences of being unavailable resulting in forfeiture of the guarantee?
- A. Personal leave time under Article III(2); vacation time; absences at the request of the Carrier, e.g. court appearances and depositions, investigations, etc., and Local Chairmen on union business.

19. Q. What constitutes an occurrence under Article II(6) (d)?
- A. Each layoff--regardless of duration constitutes a separate occurrence.
20. Q. At terminals where both road and yard boards are maintained, will blankable assignments in one class of service become must fill if protected employees become furloughed in the other class of service?
- A. Yes, provided employees are on a common seniority roster.

ARTICLE III

21. Q. Will the productivity money received under Article III (1) (b) be used to as set an extra board employee's guarantee under Article 11(2)?
- A. No.
22. Q. To what extent does Article III(2) change Article 22(a) of the basic Crew Consist Agreement?
- A. The graduated basis for personal leave days will be:

<u>Years of Service</u>	<u>Personal Leave Days</u>
less than 5 years	3 days
five years and less than 10 years	5 days
ten years and less than 15 years	7 days
fifteen years and less than 20 years.	9 days
twenty years or more	11 days

ARTICLE IV

23. Q. When will payments be made to employees who apply for voluntary separation?
- A. No later than sixty (60) days after the close of the thirty (30) day solicitation period.
24. Q. How will calendar year 1987 earnings be determined for those employees on an extended leave of absence during such period of time?
- A. Employees who were absent for an extended period of time in 1987 (full time company or union office,

non-recurring sickness, etc.), will be handled on an individual basis and where proper adjustments will be made by dividing annual earnings by the number of months worked and multiplying the result by twelve.

25. Q. If an individual with a bump placed on an extra board, who is to be reduced from the board?

A. The senior employee with a request to be released from the board. If none, then the junior employee assigned to the board.

26. Q. May an employee with a bump place on an extra board if there is no employee his junior assigned to the board?

A. Yes, if there is an employee with a request to be released off the extra board.

NOTE: Questions 25 and 26 assume the number of positions on the board is not being changed.

27. Q. If an employee is displaced off a conductor's vacancy by a senior employee, and such displacement is the direct result of the senior employee being afforded the bump by virtue of having been forced off a blankable vacancy to a must fill vacancy, and the displaced conductor in turn takes the force to the must fill vacancy, what assignment is used to determine "make whole" pay?

A. The conductor's vacancy from which displaced.

28. Q. An employee is on a blankable brakeman's position and is forced to a yard extra board. This employee is subsequently bumped by an employee who exercised the "in lieu of" instead of taking a force assignment. The displaced extra board employee in turn takes the force assignment. To what job would the first employee's "make whole" be tied?

A. The brakeman's position from which originally forced.

29. Q. If an employee forced off a blankable position to an extra board does not request to get off the extra board, does he lose "make whole" if the board is reduced?

A. Yes.

30. Q. If in forced status and a junior employee becomes available on a blankable job:

- 1) Is employee in forced status entitled to a bump?
- 2) If yes, when must bump be exercised?
- 3) When does "make whole" cease?

- A.
- 1) Yes.
 - 2) Prior to calling time for his assignment following notification by CMS; otherwise he loses right to bump.
 - 3) At 12:01 AM on date following date notified.

31. Q. What happens to an individual drawing "make whole" should the position on which the "make whole" is calculated become occupied by another person or be abolished?

- A. "Make whole" s forfeited and the individual will be afforded a bump.

NOTE: Question No. 31: This does not apply if the position from which forced is bid in by a senior person on the initial bulletin. In that situation "make whole" is tied to the position from which forced.

32. Q. If an individual is to be forced assigned to a must fill vacancy and opts instead to bump on a guaranteed extra board, who is removed from the extra board?

- A. The junior person assigned to the extra board who in turn will either take the force assignment or displace anyone his junior off of a must fill vacancy.

LETTER, September 26, 1988, 380-1:

This has reference to our meeting of August 31, 1988 and subsequent meetings of September 21 and 22, 1988, concerning Crew Consist Modification Agreements and will confirm my advice to you that:

1. An employee forced from a blankable position to a must-fill position located more than thirty (30) miles from home terminal under Article 1(2) of the Modified Agreement will be entitled to lodging at designated Carrier lodging facility so long as such employee is in a forced status, provided the home terminal of the assignment to which forced, is more than thirty (30) miles from the terminal of his prior assignment and the new terminal is farther than thirty (30) miles from the employee's residence.

2. In determining an employee's earnings for 1987 for separation purposes, time lost while off handling union business will be included. The Organization will furnish the Carrier with the information necessary to determine an employee's time lost for union business during 1987.
3. The Modified Crew Consist Agreement will not be placed into effect until the Carrier has sufficient radios to run with one (1) conductor/foreman and one (1) brakeman/helper.
4. Should the 100 miles basic day in local service change we will meet for the purpose of adjusting the guarantee in Article II(2) to reflect what was intended by 1800 miles at local rate per pay period.

LETTER, October 21, 1988, 380-1:

This will confirm our telephone conversation of October 20, 1988 in connection with the Crew Consist Modification Agreement.

It was agreed that in the application of Article I(2), employees forced to a must-fill assignment from a blankable position may at the time they are forced either, protect assignment to which forced and receive no less than what they would have earned had they remained on their blankable position or, within 48 hours displace any employee their junior. Employees displaced under these provisions would then be treated as though they were forced to the must-fill assignment and the process would be repeated.

It was also agreed that employees reduced from the guaranteed extra board under Article II(5) may place themselves on any vacant blankable position or displace any employees their junior.

Finally, it was agreed that an employee's earnings for calendar year 1987 would be based on the employees earnings as shown on his W-2 Form for that year.

LETTER AGREEMENT, July 12, 1989, 380.10-4, 380.10-5:

Please refer to our prior conversation concerning the Modified Crew Consist Agreements.

The following Questions and Answers were discussed:

- Q. If an employe gives up a must fill position and places on an open turn in thru freight service --account no employe his junior on must fill position -- and such employe is forced back to the position

vacated will he be entitled to "make-whole"?

A. No.

Q. When necessary to force assign a must fill job, are brakemen-helpers on the bump board to be considered?

A. Yes.

Q. Under the I-GN Agreement an employe on a regular assignment other than through freight may pass up his position and displace any employe his junior in through freight service. Does this apply to an employe assigned to an extra board since such positions are now considered regular assignments?

A. Yes, unless such employe is in forced status and there are no employes his junior.

LETTER, July 14, 1989, 380.10-4:

This refers to my letters of March 8 and 20, 1989 and our telephone conversation of July 6, 1989 regarding the filling of must-fill position which go "no bid" and your request that once the source of supply of employes at a location holding blankable positions are exhausted that the junior employe on the seniority district holding a blankable position be used.

This will confirm your above request and our understanding to the effect that should a must-fill assignment go "no bid" before forcing the junior employe holding a blankable position within the appropriate seniority district, the assignment will be filled by force assigning the junior employe holding a blankable position at the location where the vacancy exists, including road to yard to yard to road should there be no employes holding a blankable' position in either the road or the yard. If there are no employes at that location holding a blankable position, then the junior employe holding a blankable position, within the seniority district will be forced to the must-fill assignment whether the assignment be road or yard.

LETTER, August 15, 1990, 380.10-4, 380.10-5:

This refers to your letter of July 23, 1990 concerning agreed to Question and Answer No. 29 as formulated in connection with the Modified Crew Consist Agreement.

Subsequent to receipt of your letter, I discussed with each of you Question and Answer No. 29. To allay your concerns that the extra boards might be manipulated in such a manner that could result in employees losing their "forced status", it was suggested that henceforth when an employee is *force-assigned*

ARBITRATION AWARD

Constituting A

CREW CONSIST AGREEMENT

BETWEEN THE

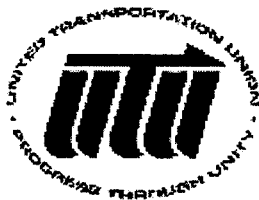
UNION PACIFIC RAILROAD COMPANY

(FORMER TEXAS & PACIFIC)



AND THE

UNITED TRANSPORTATION UNION (C&T)



Effective August 6, 1993

ARBITRATION AWARD
Constituting An
AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
UNITED TRANSPORTATION UNION (C&T)
(FORMER TEXAS & PACIFIC)

It is agreed that all prior crew consist agreements between the parties are amended by the following:

ARTICLE I
CREW CONSIST

- (1) (a) The standard crew for through freight service and for all hours-of-service relief will be one (1) conductor.
- (b) Should the Carrier, after eighteen (18) months from implementation of this agreement, determine to operate assignments in local, road switcher, non-revenue or yard service with a crew of conductor/foreman-only, this agreement does not preclude the serving of a notice to that effect by the Director of Labor Relations upon the General Chairman. Should the parties, upon consideration and conference regarding the request, be unable to reach agreement within thirty (30) calendar days that such assignment(s) may be operated with a crew of conductor/foreman-only, the parties agree that such issue shall be resolved by final and binding arbitration. The arbitration proceeding shall be as follows:
 - (i) an arbitrator shall be agreed upon within ten (10) calendar days of impasse, or the NMB will be asked to appoint an arbitrator within such time.
 - (ii) Hearings shall be held within thirty (30) calendar days of the date of selection or appointment.
 - (iii) The arbitrator shall render a decision within thirty (30) calendar days from the date on which the hearing is concluded and/or the record is closed. The arbitrator's decision is limited to whether or not the assignment(s) may be operated with a crew of conductor/foreman-only and may not consider any of the other issues contained in this Agreement. The

Carrier shall have the burden of presenting a thorough history of the particular assignment(s).

- (iv) Expenses of the proceeding will be borne by the party incurring them. The fees and expenses of the arbitrator shall be shared equally by the parties.**
- (c) The Carrier may create single assignment positions to expedite operations. Such assignments will be compensated at the yard foreman rate of pay and may work with any number of through freight crews during a tour of duty. When conductor-only operations expand to all classes of service, such single assignments may work with any number of yard and/or road crews during a tour of duty.**
- (d) The Carrier, at its discretion, may operate a through freight assignment with a brakeman in addition to the conductor. Any Brakeman position established pursuant to this section may be discontinued at the Carrier's discretion.**
- (e) When conductor-only operations expand to all classes of service, the Carrier, at its discretion, may operate an assignment with a brakeman or yardman in addition to the conductor or foreman. Any brakeman/yardman position established pursuant to this section may be discontinued at the Carrier's discretion.**
- (2) (a) There shall be no car count, train length limitation or work event restrictions on any of the Carrier's operations except as set forth in Section (2)(b).**
- (b) Conductors working conductor-only on through-freight trains that are required to perform more than three (3) work events will be compensated actual time spent performing work in excess of three (3) events with a minimum of one (1) hour at the pro rata rate applicable to the trip for each excess work event.**

A work event is considered to be one (1) straight pick-up or one (1) straight set out. Picking up, setting out, or exchanging one or more locomotives and setting out bad order car(s) shall not be considered an event. Work performed in the initial and/or final terminal(s) will be governed by applicable rules.

- (3) (a) Conductor pools shall protect applicable pool freight service. It if is desired to use a brakeman on a pool turn, the vacancy will be filled from the appropriate extra board.
- (b) Brakemen used in pool freight service shall be independent from the conductor and shall make the return trip when called by the Carrier. A brakeman worked to the away-from-home terminal may be called to work back to the home terminal as a conductor if no other conductor is rested and available. It shall also be permissible to deadhead the brakeman back to the home terminal upon arrival or after obtaining rest.

ARTICLE II
VOLUNTARY SEPARATION ALLOWANCE

- (1) The Carrier will solicit voluntary separation allowances from eligible employees in accordance with the terms and conditions listed in Attachment I.
- (2) Employees who are in dismissed status at the time of this separation allowance offer will have, at the time of return to service, the opportunity to apply for this separation allowance. Such application must be made within fifteen (15) days of return to service, and the applicant must satisfy the eligibility requirements listed in Attachment I. No other individual on an applicable seniority roster but who does not meet the eligibility requirements listed in Attachment I at the time of this offer may subsequently qualify for this separation allowance opportunity.

ARTICLE III
RESERVE BOARDS

- (1) The Carrier will establish Reserve Boards at the following locations:

El Paso	Shreveport
Big Spring	Texarkana
Ft. Worth/ Dallas	Addis
Mineola	Avondale
Longview	

- (2) The rate of pay for employees on the Reserve Board shall be the greater of
 - (a) 70% of the basic yard foreman's rate of pay five (5) days per week; or,

- (b) 70% of the employee's 1992 compensation earned by such employee in train and/or engine service.

NOTE: Payments under paragraph (a) above are subject to wage increases or COLA adjustments; payments under paragraph (b) are not.

- (3) The number of Reserve Board positions at each location will equal the number of employees with seniority date on or before August 6, 1993 on the appropriate seniority roster protecting service at that location. Therefore, employees holding a seniority date on or before August 6, 1993 will not be subject to furlough.
- (4) An employee is eligible to exercise seniority to a Reserve Board if the employee is a trainman holding seniority date of August 6, 1993 or earlier on one of the territories covered by this Agreement and who is working in train service on one of the territories covered by this Agreement.
- (5) (a) No other payments (e.g., holiday, bereavement, jury duty, etc.) will be made to or on behalf of a trainman on the Reserve Board except for payment of premiums under applicable health and welfare plans. No deductions from pay will be made on behalf of a reserve trainman except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement; and, any other legally required deduction. Trainman assigned to the Reserve Board will be eligible for the Carrier's Tuition Aid Program.
 - (b) It is understood that the phrase "no other payments will be made to or on behalf of a trainman on the Reserve Board.. " would not preclude a trainman on the Reserve Board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the earnings as a reserve trainman.
 - (c) To the extent that an employee's entitlement to the lump-sum cost-of-living adjustments, provided for in the Recommendations of Presidential Emergency Board 219, is based upon vacation eligibility while receiving Reserve Board payments, such employee will be paid the full amount.
 - (d) Compensation by the union during a Local Chairman's lost time for Company related and/ or union business will be included in computing the earnings. The Organization will furnish the Carrier a list of such employees certifying as to the monies they were reimbursed by their committees for such union business.

- (e) Qualified trainmen who were absent during a portion or all of their test period year account full time union work, discharge (and reinstated) and valid medical/health leave, will have as their 12month test period all full employment months of their test period year plus compensation for additional required full employment months immediately preceding such year. It is understood an absence due to personal business is not applicable for purposes of this paragraph.
- (f) Carrier records (primarily W -2's) will be utilized for computing trainmen earnings. Payments such as Productivity Fund payments, protection payments, etc., will not be utilized in computing an employee's earnings.

NOTE: Should there be any dispute over one's test period earnings, the General Chairman and Director of Labor Relations shall resolve the issue using Carrier payroll records.

(6) A trainman placed on the Reserve Board will remain in that status until:

- (a) Discharged from employment by the Carrier in accordance with the applicable discipline rules;
- (b) Resigns from the Carrier's employment'
- (c) Recalled to active service. Recall will be in seniority order by those requesting application to be recalled. Absent a request, the junior employee shall be recalled.

NOTE: Employees recalled from a Reserve Board will have a full bump and must exercise seniority upon reporting.

- (d) Placed in engine service in accordance with Article XIII, Section (4) of the October 31, 1985, National Agreement or is recalled to engine service.

(7) (a) Trainmen on a Reserve Board must maintain their work proficiencies while in such status, including successfully completing any retraining or refresher programs required to maintain those proficiencies which may include the passing of any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained.

- (b) The Carrier must achieve an attrition factor of four (4) percent or greater of those train service employees holding a seniority date on its system prior to August 6, 1993 .If on an annual basis the attrition

rate falls below this level, the Carrier may require all employees on the Reserve Board to work, seniority permitting, for six continuous months in each 30-month period. Employees who have not met this requirement at the end of 24 months shall have their Reserve or Surplus Board pay halted until they have completed this requirement unless prevented from doing so as a result of insufficient seniority. Upon falling below the four (4) percent attrition factor, the Carrier will notify the Organization and the parties will promptly meet to discuss the necessity of implementing this section. Thereafter, the Carrier may elect to implement this section upon 30-days' notice. If notice is not given within the first quarter of the year, no changes will be made until the first quarter of the following year provided the combined attrition factor remains below four (4) percent. Upon implementation the Carrier will notify all affected employees by certified mail of their obligations under this section.

- (8) Trainmen on a Reserve Board must hold themselves available for return to service upon fifteen (15) days notice. Those who return within 48 hours of being notified and remain marked up and in "ok" status for fifteen (15) days, shall receive in addition to monies earned reserve pay of seven (7) additional days. Failure to return to service in accordance with this Paragraph (4) shall result in the forfeiture of all service and seniority rights. Recall shall be by telephone. However, if employee cannot be reached by telephone, a certified letter of recall will be sent to the address of the employee being recalled. The forty-eight (48) hours and fifteen (15) day period will commence when notified by telephone or when certified letter is signed for or date of first attempt by Post Office to deliver letter whichever occurs first.
- (9) Reserve Board employees will be permitted to make application for emergency work and compensation for such service will be in addition to Reserve Board pay, and without reduction thereof. Monthly employee protective benefits will not be offset by emergency earnings of Reserve Board employees under these conditions. Those desiring emergency work must make application to the appropriate Carrier officer, after which they will be placed upon a list with other employees requesting emergency work. When emergency work arises, the Carrier will call employees from this list for such service in seniority order, however, once used an employee's name will be placed at the bottom of the list until all others have been called and given an opportunity to work. If the employee refuses the work when contacted, the employee's name will be removed from the list and disqualified from requesting such service for a period of thirty (30) days.

- (10) (a) Trainmen on a Reserve Board are "in-service employees" and hence are subject to the same physical examination and rule requirements as other in-service trainmen. Trainmen to be examined while on reserve status will be notified by registered mail sent to their address.

NOTE: Should a trainman in Reserve status suffer a debilitating injury or illness which is likely to last for fifteen (15) days or more, he/ she shall be required to report such injury or illness in order that he/she will be removed from the Reserve Board until released to return to service.

- (b) Reserve Board trainmen must report for examinations but will not have their seniority rights terminated for a failure to pass, and failures to pass will be handled in the usual way. This is not intended to waive the requirements that Reserve Board trainmen must take and pass all required examinations. It is intended to ensure that Reserve Board trainmen will be treated the same as other active service trainmen.
- (11) Other employment while on a Reserve Board is permissible so long as there is no conflict of interest. Employees on a Reserve Board may participate in any Company-sponsored "borrow-out" program.
- (12) Vacation pay received while on a Reserve Board will offset pay received under Section 2, above. Time spent in Reserve status will count toward determining whether the trainman is eligible for vacation in succeeding years and for length of vacation to which a trainman, otherwise eligible, is entitled.
- Should it be necessary for an employee to use time spent in Reserve status to qualify for vacation, pay for each week of such vacation shall be 1/ 52 of the compensation earned by such employee under schedule agreements held by the Organizations signatory to the April 29, 1949, Vacation Agreement, but in no event less than five (5) basic day's pay at his/ her Reserve Board rate of pay.
- (13) Trainmen on a Reserve Board are not eligible for Holiday Pay, Personal Leave, Bereavement Leave, Jury Pay, and all other similar special allowances.
- (14) Trainmen on a Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules, and the Grievance Procedures that are applicable to trainmen in active service.

- (15) (a) It is understood that a Reserve Board will not operate, when all eligible trainmen on the appropriate Seniority Roster (as defined in Section 3 of Article IV) on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job. However, existing Reserve Board slots will continue and may be occupied when no regular or extra position is available.
- (b) Reserve Board positions may not be occupied when trainmen with seniority date of August 7, 1993 or later are working within such Reserve Board territory.
- (16) Initially, eligible employees may bid on a Reserve Board position only on the Reserve Board at the location where they are working prior to implementation.

Should an eligible employee wish to move voluntarily from one Reserve Board location to another Reserve Board location through the exercise of seniority, the employee must work at the location of the new Reserve Board for a minimum of ninety (90) days, seniority permitting, prior to being assigned to the Reserve Board at the new location. An employee may move from one Reserve Board location to another Reserve Board location without working the required ninety (90) days, if the employee can only hold the Reserve Board at the new location.

ARTICLE IV IMPLEMENTATION AND VACANCIES

- (1) Implementation of this Agreement shall be done in stages under the following schedule:
- (a) At least twenty (20) days prior to implementation, the Carrier shall bulletin for fifteen (15) days to all eligible employees on the territories covered by this Agreement, the opportunity to select one of the following options: Separation Allowance, Regular Assignment, Guaranteed Extra Board, or Reserve Board.
- NOTE: Eligible employees may exercise seniority to only those brakeman/ helper positions designated by the Carrier.**
- (b) Five (5) days prior to the implementation date, the involved Local Chairmen and CMS personnel shall review the results of the bulletin process and make assignments.

- (c) Prior to the implementation date employees shall take the necessary action to be in place to perform the required service on their assignments.
- (2) Assignments to the options set forth in 1(a), above, shall be made by seniority preference. It is understood all assignments must be filled initially in the following order:
 - (a) Regular Assignments
 - (b) Guarantee Extra Boards
 - (c) Reserve Boards

Those failing to bid or those failing to bid sufficient positions in order of choice to provide for assignment to a position will be force assigned to those working positions which go no bid.

- (3) An employee must have a seniority date on a territory covered by this Agreement in train/yard service prior to the date of this Agreement and must be working in such service in the territory of the assignment immediately prior to being assigned to a bulletined position.
- (4)
 - (a) When permanent vacancies occur on a regular job, Extra Board position, or Reserve Board, eligible trainmen may elect, by seniority option, to fill the vacancy in accordance with existing rules.
 - (b) If necessary to fill the resulting vacancy, it will be filled following the procedure set forth in (4) (a) above.
 - (c) When there are no voluntary seniority options for a conductor/foreman vacancy, such vacancy shall be filled in accordance with existing rules, except that employees on a Reserve Board will not be force assigned to such vacancies, unless there are no others qualified.
 - (d) When there are no voluntary seniority options for a regular brakeman/ switchman vacancy, such vacancy shall be filled by assigning the junior employee from among those on the Bump Board and Reserve Board. Where there are Guaranteed Yard Extra Boards, extra yardmen will be assigned to yard vacancies and where there are Guaranteed Road Extra Boards, extra madmen will be assigned to road vacancies.

Extra Board positions that go no bid (no applications to the Board) shall be filled by assigning the junior employee(s) from among those on the Bump Board and Reserve Board.

Employees assigned to no bid positions under this Paragraph (d), must within twenty-four (24) hours of notification, accept the assignment or displace anyone their junior. The employee displaced is then assigned to the no bid position and the process is repeated.

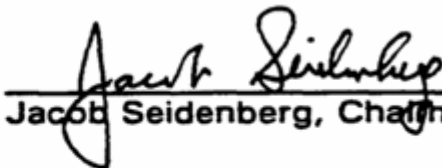
- (e) When the number of employees in active service needs to be increased, employees will be recalled from Reserve status.

ARTICLE V
GENERAL

- (1) (a) This Agreement modifies all applicable Crew Consist and Modified Crew Consist Agreements and, in the event of conflict, the intent and terms of this Agreement shall prevail.
- (b) All references in any prior Crew Consist or Modified Crew Consist-Agreements to "make whole" allowances or payments associated with being forced from blankable to must-fill positions are eliminated and are not applicable to this Agreement.
- (2) (a) The parties to this Agreement shall not serve or progress any notice or proposal for changing the specific provisions of this Agreement.'
- (b) The parties may make changes to this Agreement by mutual consent.

This Arbitration Award shall become effective August 6, 1993.

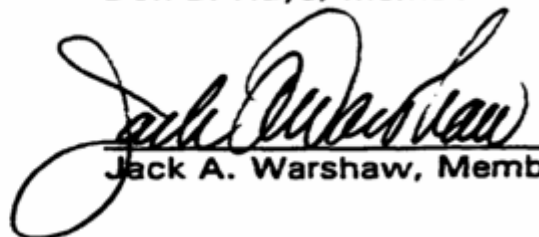
Arbitration Panel No. 18



Jacob Seidenberg, Chairman



Don B. Hays, Member



Jack A. Warshaw, Member

ATTACHMENT I

VOLUNTARY SEPARATION ALLOWANCE OFFER

Union Pacific Railroad Company (hereinafter "Company") is, for a very limited time, offering a one-time voluntary separation allowance program for individual train service employees currently active as such on the former Texas & Pacific and who satisfy the eligibility criteria set forth herein. The terms and conditions of this opportunity, together with procedures to be followed by employees who wish to voluntarily avail themselves to it, are as follows:

Separation Allowance Amount

- This severance offer provides a separation allowance of Sixty Thousand Dollars (\$60,000.00), plus an additional amount equal to One Thousand Dollars (\$1,000.00) for each year of continuous service with the Company as of Aug. 6, 1993 beginning with the last hire date.
- All payments made pursuant to this offer will be subject to all applicable Federal, State, and Railroad Retirement taxes.
- Accepted applicants will also be compensated for any unused vacation remaining in 1993, as well as vacation for 1994 whether earned or not. Accepted applicants must, upon receipt of lump-sum payments or first monthly installment, submit to Timekeeping a proper timeslip, with a photocopy of their signed release/resignation form attached, requesting payment for all unused, earned vacation.
- Applicants must choose one of the following three payment options:
 - (1) Separation allowance paid in a one-time lump-sum payment.
 - (2) Separation allowance paid in equal monthly payments for up to twelve (12) months.
 - (3) Separation allowance paid in equal monthly payments for up to twenty-four (24) months for employees eligible to retire within two years under the provisions of the Railroad Retirement Act.

Note: All health and welfare benefits for those employees selecting payment option (2) or (3) above, will be continued during the period the monthly installments are in effect. However, should an employee selecting either Option (2) or Option (3) die before all payments have been made, all remaining payments will be made to the employee's estate and all health and welfare benefits shall terminate.

Application Period/ Procedures

- The Company will receive applications for this offering for a period of approximately 21 days, commencing _____.
- All interested employees must submit a completed application form by (applications must be postmarked by _____). No extensions will be granted.
- Applications may also be sent via tele-fax (Fax number: (402) 271-2077).

- Applications postmarked/faxed after _____ will not be accepted.
- All interested applicants must submit a completed application form (copy attached) to the following Company official:

Mr. J. E. Cvetas
Manager - Force Control
Union Pacific Railroad Company
1416 Dodge Street, Room 324
Omaha, Nebraska 68179

Eligibility Criteria

- Employees submitting applications for this separation allowance must, in order to be eligible, satisfy all of the following:
- Employees who are inactive, in disabled status, dismissed, on leave of absence account of medical or other such conditions, or have terminated their service rights in conjunction with a personal injury settlement are not eligible for this separation allowance.
- Trainmen employed by subsidiary companies, Amtrak, or as Company officials are ineligible.
- Trainmen currently working in engine service are also ineligible for this offering.
- Be actively employed and working as a trainman and receiving compensation from the Company as a result of holding a regular assigned or extra board position.
- Have seniority date on or before August 6, 1993.

Other

- The Company reserves the right to reject or limit the number of separation allowances accepted for any reason, including but not limited to, the needs of the Company's service and the continued safe and efficient operation of trains in each territory.
- Applicants will be required to continue working during the period between their application for the buyout and tender/ receipt of their separation allowance.
- Applicants will be required to sign a standard separation allowance release/ resignation form.
- All accepted applicants will be released as soon as possible.

If you have any questions regarding this offer, please contact Joe Cvetas, (402) 271-4577, at your convenience.

J. J. MARCHANT
Assistant Vice President
Labor Relations Department

to an extra board that a "notation" or "request" to be removed from the board will be automatically generated. Should an employee desire to remain on the extra board, it will be handled as an exception, in other words, if it is his desire that he not be removed from the board he will so notify crew management.

Ray Gentry was present when we discussed this matter and at my request, he has instituted the process as outlined above.

LETTER, November 21, 1988, 380-1:

Notwithstanding the provisions of Article III(3) of the Modified Crew Consist Agreement that is presently out for ratification, it was not the intent of the parties to remove the special allowance payments from any employee who would be entitled to such payments today.

LETTER, December 1, 1988, 380-1:

This has reference to Carrier's notice served June 1, 1988 following ICC's approval of Union Pacific's merger of the MKT and OKT into the Missouri Pacific Railroad Company.

This will confirm the carrier's commitment to you that in consideration of the Modified Crew Consist Agreements executed this date that Article II(B), Items 6, 7 and 8 of the Carrier's aforementioned notice are withdrawn, and Article II, Section A and the work performed by them will be covered by the appropriate agreement, i.e., either the Missouri Pacific Upper Lines, the T&P or Gulf Coast Lines (I-GN).

This will also confirm that the Carrier will not serve notice to amend or change its June 1, 1988 notice insofar as the items addressed in this letter.

MEMORANDUM OF AGREEMENT, July 1, 1991

The following shall be applicable to those conductors, brakemen and yardmen who are assigned to an extra board which is guaranteed pursuant to the Modified Crew Consist Agreements dated December 1, 1988 (GCL and T&P Brakemen and Yardmen) or December 20, 1989 (MKT Brakemen and Yardmen); agreement dated December 1, 1988 (GCL Conductors), agreement dated January 18, 199 (T&P Conductors) or agreement dated January 1, 1990 (MKT Conductors):

- 1) If assigned and available for an entire pay period (or is reduced by the Carrier prior to the completion of the pay period) shall be entitled to one (1) lay-off day (24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, PROVIDED:

- a) Must be other than first out at time of lay-off.
 - b) Lay-off must be taken at any time commencing 12:01 AM Monday and concluded by 11:59 PM: Thursday.
 - c) Lay-off must not exceed twenty-four (24) hours.
 - d) The agreement governing paid holidays is not affected or modified in any manner by this agreement.
- 2) Employees assigned to the same guaranteed extra board for an entire pay period who remain marked up and available for service during the entire pay period and who elect not to avail themselves of the lay-off day provided for under Item No. 1 above shall be allowed payment of one (1) pro rated guaranteed day in lieu thereof. This payment is for being available the entire pay period and shall be paid without regard to whether or not the employee does or does not exceed his guarantee for the pay period.

This agreement becomes effective July 1, 1991. Either party signatory hereto may cancel the agreement by serving five (5) days' written notice upon the other party prior to December 1, 1991. If not so cancelled, the agreement may then be changed or modified by mutual consent or under the terms of the Railway Labor Act, as amended.

CLAIMS HANDLING AGREEMENT, effective April 1, 1977, T-22737, T-22875:

All claims or grievances arising on and after April 1, 1977, shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved to the officer of the company 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 or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the employe, the Local Chairman and the General Chairman of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

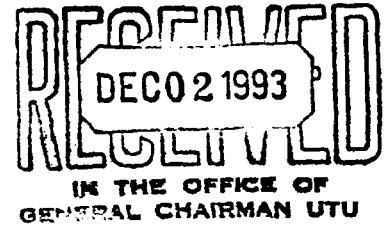
UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



November 29, 1993

O 1615-4 (Sou)
380.60-1 (MPU)



Mr. M. L. Royal, Jr.
General Chairman, BLE
413 West Texas
Sherman, TX 75090

Mr. H.. D. Waldemer
General Chairman, BLE
708 S 59th Street
Belleville, IL 62223

Mr. M. B. Futhey, Jr.
General Chairman, UTU
5050 Poplar Avenue, Suite 1510
Memphis, TN 38157

Mr. R. W. Guthrie
General Chairman, UTU
721 Fairfield Avenue
Gretna, LA 70056

Mr. S. B. Rudel
General Chairman, UTU
7817 Camelot Road
Fort Worth, TX 76134

Mr. J. A. Saunders
General Chairman, UTU
P. O. Box 608
Smithville, TX 78957

Mr. J. L. Warren
General Chairman, UTU
515 N. Sam Houston Parkway E
Suite 130
Houston, TX 77060

Gentlemen:

Attached hereto is copy of executed Agreement which reconciles the difference between the BLE and UTU Agreements governing personal leave days.

Because of the delay encountered in getting the required signatures, the Agreement will be placed in effect January 1, 1994.

Yours truly,

W. E. Naro
Director - MP Upper Lines

T. L. Wilson, Sr.
Director - Southern Region

Attachment

AGREEMENT

between

UNION PACIFIC RAILROAD

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNITED TRANSPORTATION UNION (C&T)

Article II - Personal Leave - of the Mediation Agreement, NMB Case A-10715, dated September 3, 1981, granted personal leave days to engineers. The various Crew Consist Agreements between the Carrier and the UTU committees signatory hereto granted to trainmen personal leave days. Because many trainmen are now accepting promotion into engine service, a reconciliation of the UTU and BLE agreements must be accomplished.

IT IS THEREFORE AGREED:

(1) Effective July 1, 1993, employees subject to the scope of schedule agreements of the various organizations signatory hereto will be qualified for personal leave days on the following graduated basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than 5 years	3 days
5 years but less than 10 years	5 days
10 years but less than 15 years	7 days
15 years but less than 20 years	9 days
20 years or more	11 days

(2) In computing years of service for qualification purposes, continuous service in train and engine service will be counted. It is understood that the maximum number of personal leave days an employee may qualify for is eleven.

(3) Employees are expected to request and use their personal leave days; however, should the Carrier deny an employee's request for personal leave day(s), and such denial results in the employee not being able to take the day(s) within the calendar year in which denied, they may be carried over into the next calendar year subject to the following:

- a. Carryover day(s) must be requested and granted prior to May 1 of the carryover year.
- b. Employees, subject to personal leave, when laying off in a non-compensated status during the carryover period (January 1 through April 30) will be paid one carryover personal leave day for each date off until all carryover days are exhausted.

3. While this agreement does not supersede existing agreements, to the extent these agreements may conflict, this agreement will govern.

4. This agreement is to be construed as a separate agreement by and on behalf of each party signatory hereto.

FOR THE ORGANIZATIONS:

M. L. Royal
General Chairman, BLE

Mark G. Waldemer
General Chairman, BLE

M. B. Fether, Jr.
General Chairman, UTU

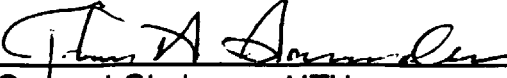
Rudolf
General Chairman, UTU

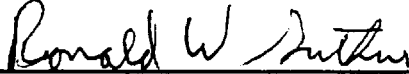
J. L. Warren
General Chairman, UTU

FOR THE CARRIER:

W. E. Neer
Director of Labor Relations

T. L. Wilson, Jr.
Director of Labor Relations


General Chairman, UTU


General Chairman, UTU

General Chairman, UTU

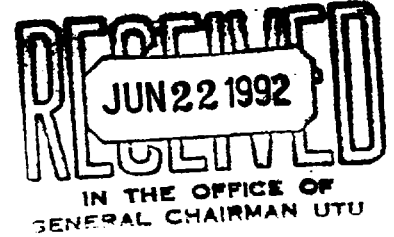
UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



June 15, 1992

380.10-4
560.30-6
560.30-7
560.30-8



Mr. S. B. Rudel
General Chairman, UTU (C&T)
7817 Camelot Road
Ft. Worth, TX 76134

Dear Sir:

This has reference to our conversation in Port Allen last week concerning the "bonus" or "free" day for an extra board employee who may also be subject to "make-whole".

The essences of our discussion is, I believe, summed up by the following:

- Q. Is an individual forced off of a blankable position to an extra board position subject to the "free lay off" or "bonus day" as are others on the extra board?
- A. Provided the requirements for such are met, yes.
- Q. If the answer to the foregoing Question is yes, what offset is to be-made to guarantee when the employee takes off on his "free lay off" day?
- A. No offset is taken.
- Q. If the employee does not take the off day and qualifies for a "bonus" day what payment is due?
- A. Up to one pro-rated guarantee day but in no event shall such payment cause the employee to exceed his "make whole".

Yours truly,

T. L. Wilson, Sr.
Director Labor Relations

cc: Tony Zabawa - HDC
Tim Holmes - HDC

(b) If a disallowed claim or grievance is to be appealed, such appeal must be made in writing within ninety (90) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances.

(c) The Superintendent of the Division is the officer authorized to receive and handle claims and grievances as outlined in paragraph (a) and to handle appeals as outlined in paragraph (b).

All claims and grievances shall be filed with the Superintendent of the Division. When a claim or grievance is disallowed, in whole or in part, through the issuance of a declination or correction slip, the employe, directly or through his representative, shall have the right to appeal initially therefrom to the Division Superintendent.

If conference is requested on such appeals, the Organization representatives will furnish the Superintendent a list of the cases to be discussed. Promptly thereafter, the Organization representative, either the Local Chairman or General Chairman, or both, will confer with the Division Superintendent or his designee in an effort to settle the cases. If settlement is not reached, the parties will attempt to prepare a joint statement of facts on each case. (See Letter Agreement June 30, 1981)

A request for conference will not stay the time limits specified in paragraphs (a), (b) and (d), however, the Local Chairman or General Chairman and the Division Superintendent may by agreement in any particular case extend the time limits referred to therein.

(d) The procedures outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer except appeals to the General Manager and Director of Labor Relations shall be made within sixty (60) days from date of notice of disallowance.

When requested, on appeals to the General Manager and Director of Labor Relations, conference will be held before decision is rendered and the time limit for rendering decision will be computed to run from the date of the ending of such conference.

Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within sixty (60) days after written notice of the decision of said officer he is notified in writing that his decision is not accepted.

All claims or grievances involved in a decision of the highest officer shall be barred unless within six (6) months from the date of said officer's decisions proceedings are instituted by the employe or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six (6) months period herein referred to.

(e) All rights of a claimant involved in continuing alleged violations of the agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence or tour of duty. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

Where an appeal states it covers all subsequent dates, it is not necessary for the organization to make separate appeals for such subsequent dates involving the same claimant in order to avoid running of limitations, provided as stated above each claimant continues to file a claim or grievance for each occurrence or tour of duty.

(f) This Agreement recognizes the right of representatives of the UTU(C) and UTU(T) to file and prosecute claims and grievances for and on behalf of the employes they represent.

(9) This time limit agreement shall not apply to requests for leniency.

(h) Claims filed before April 1, 1977, shall be handled in accordance with time limit rules, agreements and interpretations governing the handling of claims and grievances prior to the effective date of this agreement.

This Agreement becomes effective April 1, 1977, and cancels all other agreements, rules and interpretations concerning time limits for handling claims and grievances.

LETTER, February 11, 1977:

The proposed time limit agreement will not set aside existing ten-day time limit rules for assessment of discipline, nor existing time limit rules providing for the initial appeal to be made within ten days from date discipline is assessed.

However, the time limits set forth in the proposed agreement will govern the handling of discipline cases following the initial ten-day appeal.

MEMORANDUM OF AGREEMENT, effective May 1, 1979:

Effective May 1, 1979, the following shall govern in the handling of penalty and deadhead time slips at the points listed below.

The company will designate an employe, supervisor or officer who is authorized and charged with the responsibility of receiving penalty claims (apart from regular working trip slips), and claims for deadhead pay. Each employe will present the original and all copies of such claims (trip slips) to the carrier-designated individuals. The latter will stamp on the original and all copies the date received, give one stamped copy to the employe and promptly distribute the original and other copies for processing.

Declination Forms (Presently Form 15035) issued by the Timekeeping Department declining any penalty and deadhead claim will be returned to the Carrier designated employe who will stamp the date such declination forms are received.

The above procedures apply at the following points:

El Paso	Fort Worth	Longview	Addis
Odessa	Dallas	Texarkana	Avondale
Big Spring	Mineola	Marshall	Alexandria
Abilene	Bonham	Shreveport	

No employe will be paid for time consumed in complying with the above procedures.

This agreement signed at Houston, Texas, this 17th day of April, 1979, is in full and final settlement of the Notice served by the United Transportation Union January 31, 1979, and will remain in effect for a period of ninety (90) days unless cancelled by either party giving ten (10) days written notice to the other to automatically cancel it prior to the expiration of the ninety (90) day period. If cancelled prior to the expiration of ninety (90) days the parties will return to the status quo as it existed April 16, 1979. If not so cancelled, it will remain in effect until changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

LETTER AGREEMENT, June 30, 1981, T-22738, T-22875:

(Suspended per paragraph 3, Memorandum Agreement, January 28, 1988, page 95.)

This has reference to our conference June 30, 1981, wherein we discussed complaints you have received relative to the application of the time limit rule which became effective April 1, 1977, particularly insofar as the scheduling of conferences at the Superintendent's level.

Without prejudice to the position of either party, it was agreed that appeals will continue to be made to the Superintendent and the Superintendent will acknowledge such appeals giving his decision as is presently being done.

It is understood that on those cases where a conference has been requested that the time limit for submitting appeal to the General Manager will be waived and will not commence running until the date of receipt of the Superintendent's decision following conference, which decision will be rendered within sixty (60) days following completion of conference.

Periodically, but not more often than every ninety (90) days, the Organization Representative may furnish the Superintendent with a list of case numbers which have been appealed, requesting conference to discuss same. Should he so desire he may suggest dates on which he will be available for conference. The Superintendent will acknowledge said request setting date for conference to be held within forty-five (45) days of date of request. The time limit for scheduling conference may be extended by mutual agreement of the parties.

LETTER AGREEMENT, April 23, 1984, T-22737:

Reference to the Time Limit Agreement, effective April 1, 1977, which sets forth the procedures for handling of claims and grievances for employes represented by the UTU(C&T) on the former Texas & Pacific Railway Company; and the Letter of Understanding dated June 30, 1981, regarding scheduling of conferences

The above-mentioned agreement and letter of understanding are changed to the extent of eliminating the line of appeal to the General Manager. If a disallowed claim or grievance is appealed from the decision of the Division Superintendent, it will be appealed to the Director-Labor Relations, Texas District. This procedure will become effective today's date.

If the foregoing sets forth the understanding reached in conference today, please affix your signature in the space provided.

MEMORANDUM OF AGREEMENT, January 28, 1988:

IT IS AGREED:

In order to reduce correspondence in the handling of time claims and/or grievances, other than discipline, at the local or first appeal level, the claims handling agreement of April 1, 1977, as amended, will be further amended as follows:

1. (A) In those cases where a conference is desired, the representative may appeal by individual letter or submit a docket of cases listing decline number, if known; claimant(s); date of claim or trip slip and brief description of claim.

(B) The time limit for rendering a decision on cases listed for conference will be stayed and no decision will be rendered until after the conference is held. Decisions will be rendered within sixty (60) days following the conference, and the date of the decision will be the date for the beginning of the next appeal period.

(C) A date for conference should be mutually agreed upon by the parties within a reasonable time.
2. If conference is not requested when an appeal is made, the carrier representative shall render his decision within the prescribed time limit.
3. The Letter Agreement of June 30, 1981, as found on page 93 of the current agreement, is suspended by this agreement.

This agreement signed at spring, Texas, this 29th day of January, 1988, shall become effective upon date Carrier is notified by the General Chairman that such agreement has been ratified.

This agreement amends the claims handling agreement of April 1, 1977 to the affect specified herein and may be cancelled by either party giving five (5) days' written notice upon the other.

LETTER, December 3, 1943, T-25311:

*** adjustments of \$5.00 or more on time claims will be made by time check ***."

LETTER, May 23, 1947, T-12400'47:

To avoid confusion and misunderstanding in connection with handling of checks covering adjustments, and in order that you may correctly inform those represented by you, will advise that where an adjustment is made covering a time claim for an employe in service and time check is issued, we send such time check to the agent at the point where the employe ordinarily receives his regular pay check.

If the employe is no longer in service the adjustment check is placed in the hands of Treasurer, ***, so that same can be properly forwarded to the man when called for, regardless of where he may be located at the time the adjustment is made.

PAYDAYS - LETTER, April 30, 1963, T-25096:

For your information, the following notice is being posted to all employees:

"A check of all the properties shows that there are varying dates on which pay checks are delivered. Some of these dates are so close to the closing of the pay period that we find it most difficult in avoiding being late with the checks, which may have caused some inconvenience to those who expect to receive their checks on a certain day.

"We are working toward having regular pay days -- on the 15th and 30th of each month -- uniformly on all the properties.

"To accomplish this without causing a hardship on anyone, we will begin effective with the first pay day in May to set the pay day back one day each pay period until the pay dates will all be on the 15th and 30th of the month, or the preceding payroll day.

"When the pay dates are all uniform on the 15th and 30th of the month, there should not be any delays in receiving checks on those dates."

LETTER, August 5, 1950:

This is with reference to your letter of July 14, 1950, in connection with delivery of paychecks, which matter was discussed in conference today -- Messrs. Latimer and Hardwick being present with the undersigned.

The carrier is willing to modify existing instructions and arrange to deliver paychecks as soon as they are available after arrival at the various designated points and during the hours those authorized to handle are on duty.

In any event, the checks will be made available not later than the regular designated payday.

MEMORANDUM OF AGREEMENT, October 23, 1974:

Preparatory time for employes in road freight service will be eliminated as of the date the company commences furnishing the

employes in all train and engine service a statement showing how their time and pay are computed for each pay period. These statements will be furnished as promptly as possible, with the view of ultimately furnishing them along with paychecks when this can be done without delaying delivery of paychecks beyond regular paydays.

DUES CHECK-OFF AGREEMENT, April 16, 1965, File T-25366-1(4)

This Agreement made this 16th day of April, 1965, by and between The Texas and Pacific Railway Company, Texas-New Mexico Railway Company, Abilene & Southern Railway Company, Weatherford, Mineral Wells and Northwestern Railway Company and the Fort Worth Belt Railway Company, hereinafter referred to as the Carriers, and the Brotherhood of Railroad Trainmen, hereinafter referred to as the Brotherhood.

IT IS AGREED:

Section 1.

Subject to the terms and conditions of this Agreement, Carriers shall deduct sums for periodic dues, initiation fees and assessments and insurance (not including fines and penalties), payable to the Brotherhood by members of the Brotherhood from wages due and payable to said members from wages earned in engine, train, yard or hostling service, i.e., members engaged in any of the services or capacities covered in Section (3) First (h) of the Railway Labor Act defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board 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. The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one 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 shall be in the form agreed upon by the parties hereto, copy of which is attached and made a part hereof. Both the authorization forms and the revocation of authorization forms shall be reproduced and furnished as necessary by the brotherhood without cost to the Carrier. The Brotherhood shall assume full responsibility for the procurement and execution of said forms by employes and for the delivery of said forms to the Carrier.

Section 2.

The Treasurer of the Local Lodge of which the employe is a member shall furnish to the Carrier not later than the 6th of each month a certified statement in duplicate in the form prescribed by the Carrier, showing the name and identification

number of each member, the amount of initiation fee due, if any, by each member, the amount of current monthly dues for each member, the amount of the current monthly assessment for each member, and the amount of insurance premium due for each member who has signed the authorization form herein referred to, and which signed authorization has been filed with the Carrier or attached to the aforementioned list.

Section 3.

Deductions will be made from the wages earned in the first period of the month for which the aforementioned list is furnished. The following payroll deductions will have priority over deductions in favor of the Brotherhood 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 employe.
- (d) Insurance and hospitalization premiums.

If the earnings of the employe are insufficient to remit the full amount of deduction for an employe, no deduction shall be made and the same will not be accumulated on the following monthly statement furnished by the Treasurer of the Lodge.

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

Section 4.

This agreement shall cease to apply to any employe who may be adjudicated, bankrupt or insolvent under any of the laws of the United States.

Section 5.

In consideration of the services described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month twelve (12) cents per member from whom the deduction is made in such month and will remit to the Treasurer of each Local Lodge of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members listed by said Treasurer. The Carrier will make such remittance not later than the 25th day of the month following the month in which the deduction is made. (Article II of National Agreement April 27, 1973, eliminated the cost to employes for payroll deduction of union dues.)

Section 6.

Erroneous deductions are to be corrected by the Brotherhood by adjustments included in the subsequent regular monthly statements furnished by the Treasurer of the Lodge 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 Treasurer of the Lodge.

Section 7.

No part of this agreement shall 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 employe; and no part of this or any other agreement between the Carriers and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or misrepresentation or non-compliance with, any part of this agreement.

Section 8.

The Brotherhood shall indemnify, defend and save harmless the Carriers 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 shall become effective on the 1st day of July 1965, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

UNION SHOP AGREEMENT, March 10, 1955, T-25366-1:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the Carrier now or hereafter subject to the rules and working conditions Agreements between the parties hereto, except as hereinafter provided shall as a condition of their continued employment subject to such agreements become members of the Brotherhood within sixty calendar days of the date they first perform compensated service as such employes after the effective date of this agreement and thereafter shall maintain membership in the Brotherhood; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive

calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2

The requirements of membership provided for in Section 1 of this Agreement shall be satisfied as to both a present or future employe in engine, train, yard or hostling service, that is, an employe engaged in any of the services or capacities covered in Section 3, First, (h), of the Railway Labor Act, defining the jurisdictional scope of the First Division of the National Railroad Adjustment Board, if said employe shall hold or acquire membership in any one of the labor organizations national in scope, organized in accordance with the Railway Labor Act and admitting to membership employes of a craft or class in any of said services. Nothing herein shall prevent an employe from changing membership from one organization to another organization admitting to membership employes of a craft or class in any of the services above specified.

Section 3

(a) Employes who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements be required within thirty-five calendar days from date of their return to such service to comply with the provisions of Sections 1 and 2 of this Agreement.

(b) The seniority status and rights of employes furloughed to service in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employes, shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes who retain seniority under the rules and working conditions agreements governing their class of 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 1 and 2 of this agreement so long as they are not in service covered by such agreements but they may do so at their option. Should such employes return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service to take membership in one of the organizations specified in Sections 1 and 2 of this agreement.

Section 4

Nothing in this agreement shall require an employe to become or to remain a member of the Brotherhood if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe 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 the purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time.

Section 5

(a) Each employe covered by the provisions of this agreement shall be considered by the Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the Brotherhood. The Brotherhood will notify the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipts, or any employe who is alleged has failed to comply with the terms of this agreement and who the Brotherhood therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreements. The form of notice to be used shall be agreed upon by the carrier and Brotherhood and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the Brotherhood. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall, within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier

shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor, Notice of the date set for hearing shall be promptly given the employe in writing with copy to the Brotherhood, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the Brotherhood shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreements not later than thirty calendar days from receipt of the above described notice from the Brotherhood, unless the Carrier and the Brotherhood agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the Brotherhood shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment: under the Rules and Working Conditions Agreements shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Brotherhood agree otherwise in writing.

If the decision is not satisfactory to the employe or to the Brotherhood 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 calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the Brotherhood shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreements

shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the Brotherhood agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the Brotherhood or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the Brotherhood or the employe 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 shall 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 Brotherhood or his designated representative, and the employe 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 Brotherhood and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employe and the Brotherhood shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the Brotherhood, if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the Brotherhood and the employe.

(d) It is understood that if an employe produces evidence to an officer or duly authorized member of the General Committee of the Brotherhood that he is a member in any one of the labor organizations as specified in Section 2 of this Agreement that will satisfy this agreement and no notice will be served by the Brotherhood on the Carrier to have employe removed from service. Employe will be required to produce such evidence on demand of an officer or duly authorized member of the General Committee of the Brotherhood, but will not be required to produce such evidence more than once in a calendar month. if employe fails or refuses to produce such evidence, he may be

cited to the Carrier by the Brotherhood as not complying with the Agreement.

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

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

(g) The General Chairman of the Brotherhood shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this Agreement. The Carrier shall notify the General Chairman of the Brotherhood in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

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

Section 6

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The Carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the Brotherhood in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this selection shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the agreement but the employe 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 or annulled. The above periods may be extended by agreement between the Carrier and the Brotherhood.

Section 7

An employe whose seniority and employment under the Rules and Working Conditions Agreements is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason

thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the Brotherhood or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while discharged employe may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by claim or on behalf of any employe against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the Brotherhood or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreements is terminated by the carriers under the provisions of this agreement and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Brotherhood shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment, provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the carrier act in collusion with any employe; provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employes whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9

An employe whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10

This agreement is in full and final settlement of the Brotherhood's notices dated January 27, 1951, and February 22, 1955.

Section 11

This shall be construed as a separate agreement between each of the Carriers and its employes in the crafts now represented by the Brotherhood.

Section 12

This agreement shall become effective on April 1, 1955, and shall remain in effect until modified or changed in accordance with the Railway Labor Act as amended.

AGREED INTERPRETATION OF UNION SHOP AGREEMENT, May 10, 1957:

From and after this date, in interpreting and applying Section 5(d) of the Union Shop Agreement of March 10, 1955, in reference to the crafts represented by the Brotherhood of Railroad Trainmen, it is understood and agreed as follows:

(1) An officer or duly authorized member of the General Committee of the Brotherhood, who is authorized to require employes in a craft represented by the Brotherhood to produce evidence of membership in a labor organization under Section 5 (d) of the Union Shop Agreement, may prove his authority by showing a certificate in writing, signed by the General Chairman of the Brotherhood, in the following form:

"This certifies that Mr. _____ Local Chairman, Lodge No. , Brotherhood of Railroad Trainmen, and member of the General Grievance Committee, Texas and Pacific System and affiliated lines, is authorized to inspect membership receipts of employes, under his jurisdiction, employed in train or yard service under contract between said line of railways and the Brotherhood of Railroad Trainmen, as provided for in Section 5(d) of the Agreement dated March 10, 1955.

Date

Chairman, GGC, T&P RR."

(2) The Organization's representatives are not to request that employes produce such evidence while on duty.

LETTER OF UNDERSTANDING, May 24, 1977, File A-320-55-A:

This refers to our conference of April 6, 1977, and to various other discussions in connection with misunderstandings that have arisen from time to time at various locations with respect to issuance of discipline on waivers of investigations.

This letter will confirm the understanding that was reached in the April 6, 1977 conference, namely, when an employe signs a waiver the following will govern:

1. If the discipline is to be a reprimand the employe will be so advised at the time the waiver is executed.
2. If the discipline is to be deferred suspension the employe will be told how many days the deferred suspension will be at the time the waiver is executed.
3. Actual suspension on waiver will be within the limits specified in the Company's discipline policy, but it is not mandatory that the employe be told at the time the waiver is executed the exact-number of days the suspension will be.
4. If the penalty is dismissal the local and/or general chairmen must sign the waiver, along with the employe involved.

AGREEMENT, July 29, 1987, 450-7:

AGREEMENT DEVELOPED EDUCATION PROGRAM AND TRAINING

In a joint effort by management and labor to promote safety and efficiency and to ensure that all employes are well schooled on matters pertaining to compliance with safety and operating rules, the Company has announced the adoption of a voluntary educational program which, when appropriate, will serve as an alternative to discipline.

The program, which may include classroom instruction, onthe-job training and actual or deferred suspension, will be conducted within the parameters of the applicable labor agreements.

THEREFORE, IT IS AGREED:

SECTION 1.

(a) The use of an educational program as an alternative to discipline (deferred days, actual suspension & dismissal) shall be at the discretion of the Superintendent.

(b) The offer of education will be made in those instances involving an operating rule(s) infraction and the preliminary or formal investigation indicates that the employe(s) will benefit from classroom instruction and/or on-the-job training.

SECTION 2.

(a) An employe who is found responsible for violating an operating rule(s) by evidence developed at a formal investigation, or who admits his responsibility and waives formal investigation, may with the approval of the Superintendent, participate in the Agreement Developed Education Program and Training. Participation will be without compensation except when deferred days are assessed and in lieu of or in conjunction with discipline. Employe(s) assessed deferred suspension where actual suspension is not activated will be compensated one basic day at the rate of his regular assignment or at the through freight rate if not regular assigned for each required day in the program.

(b) With the Superintendent's approval, the employe may voluntarily elect to participate in the program, which will be done on a prescribed form. The employe then will be scheduled into the next available class.

(c) The classes will be from one to five days in duration and will not exceed eight hours per day with a maximum of 5 days of classes for each infraction. Classes at the Salt Lake City Training Center may be considered as part of, or an extension of the 5 days.

(d) The Program, which may consist of classroom instruction, on-the-job training, or if necessary classes at the Salt Lake City Training Center, will concentrate on the rules involved in the violation. It is also anticipated the class will cover the importance of compliance with safety and operating rules and the importance of establishing and maintaining a good work record.

(e) Upon completion of the class, the employe will be required to take and pass a written examination with a minimum test score of 80%. Should an employe fail the examination, he may be required to repeat the class. A second failure will subject the employe to the usual disciplinary procedures.

SECTION 3.

(a) Classes will ordinarily be held at Houston (Spring), Ft. Worth, San Antonio and Alexandria. This does not, however preclude classes being held at other locations should conditions warrant. The Carrier will try to limit the class to 10 participants.

(b) The instruction teams will consist of a Carrier representative, one BLE member and one UTU(C-T-E) member. In addition, an alternate for each team will be selected who will act as a substitute in the absence of the regular instructor. The Organization signatory hereto shall submit within thirty (30) days of the effective date of this agreement a list of six members of the Organization who in the judgment of the Organization are best qualified to act as instructors. The Carrier shall select the instructors, and alternates, who shall participate in the Program from the lists submitted by the Organization.

(c) Except for the inaugural year, employes participating as instructors will serve in that capacity for 13 months, the last month of which will be devoted to train newly selected instructors in order to provide for a smooth and orderly transition. For continuity purposes, one-third of the instructors will be relieved each 4 months. The instructor will have the option to extend his participation for an additional year subject to the approval of the Carrier. In the inaugural period of the Program, one-third of the instructors will serve for 13 months, one-third for 17 months, and the remainder for 21 months.

(d) An instructor may be relieved from his duties as an instructor by agreement between the Carrier and the Organization representing the instructor.

(e) Employes participating as instructors shall be paid for all time lost and for all expenses incurred while participating in the Agreement Developed Education Program and Training. They will not be considered as Carrier officers nor as non-agreement personnel while serving as instructors.

(f) The Carrier shall train the instructors and shall assist in developing the program. The Carrier shall also provide the classroom and office space and equipment necessary to properly administer the program.

SECTION 4.

(a) The employes who are required to attend class at a location other than their home terminal will receive one (1) round trip transportation allowance and will be provided lodging at a company approved facility.

(b) Employees who reside at a location other than their home terminal and distance precludes driving on a daily basis may request lodging, if available, at a Company facility.

(c) Employees who are required to attend a training class at Salt Lake City will be reimbursed for expenses for meals, lodging and necessary transportation as arranged by the Training Center.

SECTION 5.

An employe who has voluntarily elected to participate in the program may withdraw at any time by notifying the Superintendent in writing, in which event the alternative form of discipline will be imposed.

SECTION 6.

The parties recognize the Agreement Developed Education Program and Training may attract voluntary participation from employes who may not be charged with or involved in a rules violation and who desire to further their understanding of the operating rules. The employe will be allowed to participate in the Program on a space-available basis on their own time and at their own expense. This participation shall have no bearing or affect on discipline which may subsequently be assessed the employe or upon the employe's right to use the Program under the terms of this agreement.

SECTION 7.

This agreement signed at Spring, Texas, this 29th day of July, 1987 shall be considered a separate agreement between each United Transportation Union Party signatory hereto and the Carrier shall remain in effect unless terminated by the serving of 25 days' written notice by one party upon the other.

LETTER, November 9, 1987, 450-7:

Please refer to our telephone conversation of November 5, 1987 concerning your letter of October 29, 1987 wherein you propounded several questions concerning ADEPT.

Following will confirm our discussion concerning your letter:

Q1 Section 2(a) - if deferred days or actual days are assessed in conjunction with an infraction, for pay purposes are the actual days required to be served applied toward the classroom instructions?

A1 Whether or not actual days served will be applied toward the classroom instructions will depend upon the understanding reached between the Superintendent and the employe.

* * *

Q2 Section 2(b) - when electing to participate and actual days are to be served does it become effective date employe is scheduled for class?

A2 Actual days will commence as at present, i.e., the date discipline is assessed; however, any days in class would ordinarily be in the first available class following the serving actual days suspension.

* * *

Q3 Section 2(c) - clarification of "each infraction". Does this mean each rule or occurrence for a violation when more than one Rule is violated?

A3 Ordinarily this would equate with each separate disciplinary investigation. However, I suppose that there could be instances where one single hearing may be scheduled on multiple charges.

* * *

Q4 Section 2(e) - will the test required be scaled down as to the number of questions on a pro-rata basis if employe is not required to attend the maximum of five (5) days?

A4 It is my understanding that the present ADEPT Committees have developed a program or agenda for each day and each session closes with a quiz. I would imagine that the committee(s) for this territory will develop a similar program.

* * *

Q5 Does class time count toward the Rules Test that is given bi-annually?

A5 Presently, the time in class does not count toward the bi-annual Rules Test.

* * *

Q6 Section 4(a) - "Transportation Allowance". Does the employe have the option to use his personal vehicle, and if so, will he be paid for mileage at the prevailing rate?

A6 If an employe requests and is authorized to use his personal automobile, I see no problem in compensating him at the prevailing mileage rate.

An employe may be offered ADEPT following a disciplinary investigation, if in the opinion of the Superintendent, the results of the investigation indicate that the employe will benefit from same. However, inasmuch as ADEPT is voluntary, the acceptance of such will preclude the employe from pursuing the matter, either by himself or through his Organization, under the grievance procedures.

LETTER, August 6, 1987, 450-5, 450-6:

This will confirm our telephone conversation date wherein you advised that the proposed agreement governing the scheduling and conducting of disciplinary investigations has been ratified and will become effective September 1, 1987.

This will also confirm that in those instances where the Carrier elects to record the proceedings by means of an electronic device, such as a tape recorder, the representative of the charged may also record the proceedings should he so desire provided that doing so does not result in disruption or delay to the hearing.

The official recording will be maintained by the Carrier for a minimum of thirty (30) days except in the instance where the accuracy of the written transcript is challenged. In such instance the recording will be maintained until the dispute is resolved.

Also, as I advised to you, this agreement has no bearing whatsoever as to payments to be made for attending investigations i.e. the present rules governing such payments are unaffected.

MEMORANDUM OF AGREEMENT, Effective September 1, 1987:

In order to establish a uniform rule to govern the scheduling and conducting of disciplinary investigations,

IT IS AGREED:

AGREEMENT

between the
UNION PACIFIC RAILROAD COMPANY

and the

**UNITED TRANSPORTATION UNION (Former Texas & Pacific
Railway)**

CONTINUING OPERATING RULES EDUCATION (C.O.R.E.)

In a joint effort by management and labor to promote safety, improve employee performance and to ensure that all employees are well schooled on matters pertaining to compliance with Safety and Operating Rules, the Company has announced the availability of a voluntary educational program which, when appropriate, will serve as an alternative to discipline.

The program may include classroom instruction as well as on-the-job training.

THEREFORE, IT IS AGREED:

Section 1. (A) The use of an educational program as an alternative to discipline (deferred days, suspension, dismissal, etc.) shall be at the mutual consent of the Superintendent and the employee.

(B) The offer of education as an alternative to discipline will be made in those instances involving an Operating Rule(s) infraction where the preliminary review indicates that the employee(s) will benefit from classroom instruction and/or on-the-job training.

-112a-

Section 2. (A) The C.O.R.E. Program, which may consist of classroom instruction, on-the-job training, and/or classes at the Salt Lake City Training Center, will concentrate on the rules involved in the violation. It is also anticipated the class will cover the importance of compliance with Safety and Operating Rules and the importance of establishing and maintaining a good work record.

(B) The classes will be from one to five days in duration and will not exceed eight hours per day. Classes at the Salt Lake City Training Center may be considered as par of, or as an extension of the educational program.

(C) Upon completion of the class, the employee will be required to take and pass a written examination with a minimum test score of 85%. An employee failing the examination may be required to repeat the class. A second failure will activate formal disciplinary proceedings in connection with the Operating Rules incident initially placing the employee under this Agreement.

Section 3. (A) Classes will ordinarily be held at the Superintendent's office. This does not, however, preclude classes being held at other locations should conditions warrant. The Carrier will limit the class to 10 participants as nearly as practicable.

(B) There will be an instruction team (or teams) made up of craft representatives. In addition, an alternate for each team member will be selected who will act as a substitute in the absence of the regular instructor. Each Organization signatory hereto shall submit within thirty days of the effective date of this Agreement a list of members of the Organization who, in the judgment of the Organization, are best qualified to act as instructors. The Carrier shall select the instructors, and alternates, who shall participate in the Program from the lists submitted by the Organizations.

(C) Employees participating as instructors will serve in that capacity for 24 months, the last month of which will be devoted to training of newly selected instructors in order to provide for a smooth and orderly transition. The instructor will have the option to extend his participation for an additional term subject to the approval of the Carrier.

(D) An instructor may be relieved of his duties as an instructor by agreement between the Carrier and the Organization representing the instructor.

(E) Employees participating as instructors shall be paid for all time lost and for all expenses incurred while participating in the C.O.R.E. Program. They will not be considered as Carrier officers nor as non-agreement personnel while serving as instructors.

NOTE 1: Instructors can be paid one of three ways at their option:

Option 1 - payment on a daily basis at the instructor's rate.

Option 2 - test period earnings calculated on a per-day basis computed in line with the Amtrak Appendix C-1 methodology considering both earnings and time to develop an individual hourly rate.

Option 3 - lost time.

NOTE 2: Instructors will be reimbursed for reasonable and necessary actual expenses. Receipts will be required. The expenses will be processed through the Superintendent's office.

(F) The Carrier shall train the instructors and shall assist in developing the program. The Carrier shall also provide the classroom and office space and equipment necessary to properly administer the program.

Section 4. (A) The employees who are required to attend class at a location other than their home terminal will receive one (1) round trip transportation allowance and will be provided lodging at a Company approved facility. A second round trip will be paid if required to repeat the class or take additional training pursuant to Section 2(B).

(B) Employees who reside at a location other than their home terminal and distance precludes driving on a daily basis may request lodging, if available, at a Company facility.

(C) Employees who are required to attend a training class at Salt Lake City will be reimbursed for expenses for meals, lodging and necessary transportation as arranged by the Training Center.

Section 5. An employee who has elected to participate in the program may withdraw at any time by notifying the Superintendent in writing, in which event the formal discipline procedures will be activated as described in Section 2(c).

Section 6. The parties recognize that this C.O.R.E. Program may attract voluntary participation from employees who may not be charged with or involved in a rules violation and who desire to further their understanding of the Operating Rules. These employees will be allowed to participate in the Program when the manpower situation permits, on a space-available basis on their own time and at their own expense. This participation shall have no bearing or effect on any future disciplinary action in which such employee may

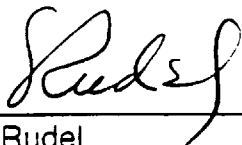
subsequently be involved, or upon the employee's right to use the Program under the terms of this Agreement.

Section 7. Except as provided in Section 6 above, a notation showing participation in C.O.R.E. training will be made in the employee's record. That notation will show the date of the triggering incident and the rules involved. The notation, however, is not discipline and can have no disciplinary effect.

Section 8. This Agreement shall become effective December 1, 1998, and thereafter may be terminated by the serving of thirty (30) days' written notice by any party upon the others.

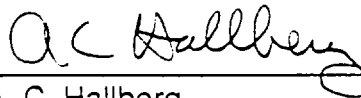
Dated at H. Worth, La. this 12th day of November, 1998.

UNITED TRANSPORTATION UNION:



S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY:



A. C. Hallberg
Director of Labor Relations

(The following discipline notice outlines the discipline policy promulgated by the Carrier, It is reproduced herein as information only.)

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68175

August 21, 1990

TO: ALL TE&Y GENERAL CHAIRMEN
ALL SUPERINTENDENTS
ALL DIRECTORS OF LABOR RELATIONS
ALL GENERAL SUPERINTENDENTS

This refers to our letter of July 20, 1990, furnishing a revised Discipline Policy; the Superintendents' Discipline Guidelines for Certain Rules Violations; and a Conversion Table for Adept.

After receiving further feedback concerning the above-referenced documents, we have concluded that additional changes should be made in the Discipline Guidelines. Specifically, the final paragraph is revised to read as follows:

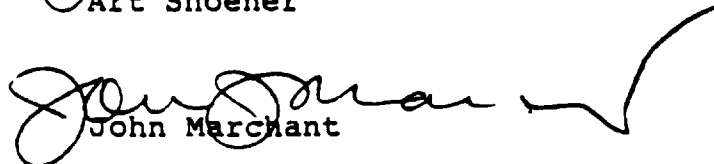
The foregoing guidelines may not be appropriate for all cases. If, due to extraordinary circumstances, application of the guidelines would produce an unfair or improper result in a particular case, the Superintendent may depart from the guidelines.

This change will eliminate the possibility that administrative delay could hamper the expeditious imposition of appropriate discipline.

Attached, for your convenience, is a complete copy of the revised Discipline Guidelines.

Yours truly,


Art Shoener


John Marchant

TO ALL EMPLOYEES

As you know, there are various discipline policies now in existence on Union Pacific. These policies are listed below:

<u>Railroad</u>	<u>Issued By</u>	<u>Date</u>
Union Pacific	J. C. Kenefick	9/1/69
Missouri Pacific	J. H. Lloyd	5/10/63
	R. K. Davidson	10/25/79 (Rev)
MKT/OKT	M. L. Janovec	10/1/86

NOTE: The former Western Pacific Policy was replaced by the Union Pacific policy after purchase of that Carrier by the Union Pacific.

The following principles and disciplinary options shall replace all previous instructions and discipline policies on August 1, 1990:

PRINCIPLES

- (1) Progressive Discipline - Union Pacific will generally follow a system of progressive discipline under which an employee is warned or given disciplinary suspensions before receiving discharge. However, some offenses are so severe that no prior warning or prior disciplinary action is necessary.
- (2) ADEPT Agreements - Where ADEPT Agreements have been negotiated, the alternative form of discipline may be utilized.
- (3) Collective Bargaining Agreement Requirements - The implementation of these principle and disciplinary options shall be consistent with applicable collective bargaining agreements.

- (4) Consistency - The pattern of assessed discipline must have internal consistency. The establishment of basic criteria for penalties for certain serious offenses creates such consistency. However, this does not require the same punishment be assessed for each violation. Factors such as prior discipline record may be considered.

DISCIPLINARY OPTIONS

Letter of Reprimand - This is the mildest form of formal discipline and generally constitutes the warning stage in progressive discipline.

Suspension - Suspensions may be assessed as either deferred suspensions or actual suspensions. Deferred suspensions will be served if any other discipline is assessed before the deferred suspension has been cleared. Deferred suspensions will be cleared if there has been no other discipline assessed within six months of the date the deferred suspension was issued.

Restriction - Employees will be subject to the restriction of seniority rights.

Dismissal - Employees will be subject to dismissal from the Company's service.

/s/ R. K. DAVIDSON

SUPERINTENDENTS' DISCIPLINE GUIDELINES FOR CERTAIN RULES VIOLATIONS (Revised
8-16-90)

	<u>Rules Violation</u>	<u>Guidelines</u>	<u>Adept</u>
1)	Rule G	Dismissal	No
2)	Theft	Dismissal	No
3)	Passing a Red Block/light out or a wayside signal	(1) Dismissal	Yes
4)	Occupying main track without authority (track warrant, track permit, break bulletin, or track & time)	(1) Dismissal	Yes
5)	Red Flag	(1) Dismissal	Yes
6)	Blue Flag (moving cars, engines protected by Blue Flag, etc.)	(1) Dismissal	Yes
7)	Sleeping on duty	60 Days	No
8)	Speed exceeding 10 mph over allowable limit	(2) Dismissal	No
9)	Violation restricted speed; i.e., yard limits	(1) Dismissal	Yes
10)	Major Impact/Collision	Dismissal	Yes

(1) If this is the first dismissal offense by the employee within five (5) years, the suggested time the employee will be kept out of service is 180 days. If this is the second dismissible offense within five (5) years, the Superintendent will not return them to service.

(2) If this is the first dismissal offense by the employee within five (5) years, the suggested time the employee will be kept out of service is 90 days. If this is the second dismissible offense within five (5) years, the Superintendent will not return them to service.

The foregoing guidelines may not be appropriate for all cases. If, due to extraordinary circumstances, application of the guidelines would produce an unfair or improper result in a particular case, the Superintendent may depart from the guidelines.

1. Trainmen will not be disciplined without first being given a fair and impartial investigation. They may, however, be held out of service pending such investigation, but it is not intended that trainmen be held out of service for minor offenses.

2. Prior to investigation, the trainman shall be given written notice of the specific charge(s) stating the time and place sufficiently in advance to afford him the opportunity to arrange for witnesses and for representation by a fellow trainman or officer of the United Transportation Union.

3. Trainmen will be notified of the charge(s) within ten (10) days from the time a Company officer authorized to order investigations has, or reasonably should have had, information of the incident(s) to be investigated. The investigation will be set within ten (10) days subsequent to the date of the charge(s). A decision shall be rendered within ten (10) days following completion of the investigation. If not delivered on Company premises, the decision shall be sent by Certified U.S. Mail, Return Receipt Requested, to the last known address. The postmark will determine the date the decision is rendered provided the employe produces the proper envelope.

4. The accused and his representative will be afforded the opportunity to examine and cross-examine all witnesses with authority equal to that of the interrogating officer; i.e., they will be allowed to ask any questions that are related to the matters under investigation.

5. A transcript of the record of the proceedings at the investigation will be made and a copy thereof will be furnished promptly to the charged employe and his representative.

6. A trainman who voluntarily signs a statement waiving investigation and accepting responsibility will be advised of the amount of discipline that will be applied before signing such statement. If an employe, upon being advised of the amount of discipline, chooses to decline to sign the waiver, and investigation is held, the fact that he had discussed the possibility of waiver will not later be mentioned and will not prejudice the individual or the Carrier in any way.

This agreement will become effective September 1, 1987, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

Signed at Ft. Worth, Texas, this 6th day of August, 1987.

RULE "G" (BY-PASS) AGREEMENT, Effective May 10, 1983, A200-343

1. If any member(s) of a crew believes that any other member of that crew is in an apparent unsafe condition to work with, such employe may immediately contact a Carrier Officer. If the Carrier Officer, upon investigation, determines there is an apparent Rule G violation, the employe shall be removed from service.

It is understood that when a removal from service shall take place, transportation will be furnished back to the on-duty point.

2. Once an employe has been relieved from service under (1) above, such employe must contact the Company's Social Service counselor within five days of the removal from service. If the employe contacts the Social Service Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his removal from service.
3. If the employe does comply with the requirements set forth in (2), and the Social Service Counselor determines that the employe is not in need of counseling, the employe shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (2).
4. If the employe does comply with the requirements set forth in (2), the Social Service Counselor determines that the employe is in need of counseling, and the employe accepts counseling, the employe shall be immediately returned to service, subject to a favorable recommendation from the Social Service Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in (2).
5. If the employe does not comply with the requirements set forth in (2) or does not accept counseling as provided in (4), he must lay off and, if so desired, may request a formal investigation. Such request may be made within five days of the day removed from service. If the employe does not request an investigation and is off for more than 15 days, he must request a leave of absence. One 45day leave of absence will be granted. At the end of this period, if the employe still has not contacted the Social Service Counselor, the provisions of the respective agreements shall apply.

If an employe(s) originated the action as provided in (1), he will not be called as Company witness if the employe asks for a formal investigation.

6. This agreement shall apply one time only to each employe covered by this Agreement. Thereafter, all regular rules and agreements shall apply.
7. This agreement is effective May 10, 1983, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Dated: May 6, 1983

RULE "G" COMPANION AGREEMENT, Effective December 1, 1986, 530.70-1:

PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the United Transportation Union, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An Employee who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program, or Program,) provided:
 - (a) The employee has had no Rule G offense on his or her record for at least ten (10) years; and
 - (b) The employee has not participated in the Rule G R/E Program for at least ten (10) years; and
 - (c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
2. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employee of the availability of the Rule G R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.

5. The employee must contact the Employee Assistance Counselor within 3 days of electing to participate in the Rule G R/E Program.
6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the Counselor during the remainder of the Program.
8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the Counselor while out of service and after return to service during the remainder of the Program.
9. If, at any time during the 12 month period referred to in paragraph 2 above, the employee fails to follow the course of treatment established by the Counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the Counselor and the Carrier Officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.
11. If the employee successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employee's personal record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.

UNION PACIFIC RAILROAD COMPANY



October 6, 1995

Files: 140.80-1
450-1

Side Letter #1
(Companion Agreement)

MR M B FUTHEY JR
GENERAL CHAIRMAN UTU(C&T)
5050 POPLAR AVE SUITE 1510
MEMPHIS TN 38157

Dear Sir

This refers to the Carriers letter dated October 6, 1995, concerning the Companion Agreement and employees who test positive in the follow-up testing program.

In establishing the Prevention Program Companion Agreement the parties jointly recognized:

... that safety is the paramount concern and, further, that an alcohol and drug-free environment is an essential element in maintaining a safe work place, ..."

Due to the high percentage of positive tests in the follow-up testing program, the confusion in the minds of some employees in this program as to the length of the testing program and the parties' desire to reemphasize their joint concern for a safe and alcohol and drug-free workplace, the parties agree that employees who elect to participate in the Companion Agreement are also subject to the follow-up testing program as outlined in the Carrier FRA approved Drug and Alcohol Policy (currently 36 months).

Yours truly,

W S Hinckley
W. S. HINCKLEY

AGREED:

M.B. Futhey Jr.
General Chairman

OCT 11 1995

October 17, 1995

Files: 140.80-1

450-1

MR M B FUTHEY JR
GENERAL CHAIRMAN
5050 POPLAR AVE
SUITE 1510
MEMPHIS TN 38157

Dear Sir.

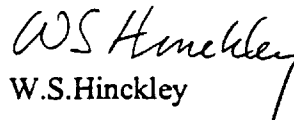
This refers to our discussion concerning the clarification of the October 6, 1995 Side Letter to the Companion Agreement. The last sentence of the letter referred to "...a follow-up testing program as outlined in the Carrier's FRA approved Drug and Alcohol Policy (currently 36 months)." This sentence refers to the FRA regulations concerning followup testing which state in 219.104(d),

"An employee returned to service under the above stated conditions shall continue in any program of counseling or treatment deemed necessary by the EAP counselor and, in the case of an employee who had tested positive for a controlled substance, shall be subject to a reasonable program of followup drug testing without prior notice for a period of not more than 60 months following return to service. Such tests shall be performed consistent with the requirements of subpart H of this part."

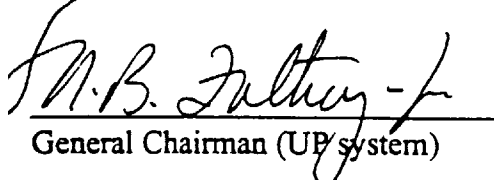
The Carrier's followup testing policy, either current or amended will be within the FRA regulations as stated above.

In conference you indicated that you had been authorized by the other UTU General Chairmen in the Union Pacific System who were parties to a Companion Agreement to sign this clarification letter on their behalf and I indicated that I had been authorized to sign for the Carrier for the entire system.

Yours truly


W.S. Hinckley

AGREED:


General Chairman (UP system)

12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G R/E Program.
13. This Agreement is effective December 1, 1986, and may be terminated by either party upon service of 5 days' written notice upon the other party.

Signed at Spring, Texas, November 25, 1986.

SIGHT HEARING AND COLOR PERCEPTION

(A) Letter of January 26, 1931, T-7587, (now T-25459-1):

Arrangement has been made for the examination on sight, hearing and color perception to be conducted by the Chief Surgeon or a Local Surgeon, between January 15 and March 15, 1931.

This does not include physical examination of men now in the service, nor will we require men now in service, in connection with this sight, hearing and color perception examination, to answer the following questions shown on Form 2016 Rev.:

What sickness or injury have you ever had?

Have you ever had fits or spells of unconsciousness?

To what extent do you use alcoholic stimulants?

The Chief Surgeon or Local Surgeon will conduct the examination on vision, color perception and aural test, and I attach hereto a copy of Form 2016 Rev. for your information.

This examination will be conducted in line with the rules and regulations governing, a copy of which I am also attaching hereto; however, the requisites for employes on re-examination are not so rigid as for applicants for employment.

In regard to field test, which we discussed; it will be observed in the notice dated January 1, 1931, that if the employe is dissatisfied with the findings of the Chief Surgeon, he will be given field tests under service conditions to develop the extent of his ability to see, hear, and distinguish colors.

It is not our intention at this time that employes in the service shall stand a physical examination, but should this be arranged for in the future proper consideration and due regard will be given to articles in the several agreements having reference thereto.

The Management has always reserved the right to re-examine employes when, in the opinion of the supervising officer, their physical condition, vision, hearing and color perception was impaired to such an extent as to render their service unsafe.

Under present practice the officers usually have no way of knowing whether the sight and hearing of all men in train, engine and yard service is normal and sufficient for the safety of the service until some accident or other occurrence calls this to their attention.

We cannot too strongly stress the advantages to employes in ascertaining as early as may be possible their condition with respect to matter covered by this examination. An opportunity to correct loss of vision by use of proper glasses will not only add to the safety of employe and his fellow workmen, but to his comfort as well. Deficiencies in hearing can often be corrected if taken in time, and in nearly every instance the further progress of deafness can be arrested and sufficient hearing retained to satisfactorily perform the duties of the position which, unattended might result in loss of hearing to such degree as might result in incapacity.

As I stated to you in conference, the examination on sight, hearing and color perception, as we have arranged, is not for the purpose of disqualifying any employe, but, on the other hand, to assist employes in determining their condition thereto, and should there be any who fail to pass this examination, it will be our purpose to see that such further examination or field tests are conducted.

As regards men who have entirely lost the sight of one eye; heretofore our practice has been to handle each case on its merits, and we think it best to continue this practice.

(B) Letter of March 1, 1931, T-7587, (now T-25459-1):

Referring to *** conference in connection with matters mentioned in notice dated January 1, 1931, concerning sight, hearing and color perception examinations.

In reply to matters mentioned in your letter February 6th, and which we discussed on February 27th in meeting in Dallas, beg to advise as follows:

Employes defective vision, one eye.

Employes defective in hearing, one ear.

As stated to you in conference, it would be difficult to give you definite answer on these two matters at this time. We must necessarily determine the result of the examination before passing on the questions.

Examination or prerequisite for employes reentering the service who have been furloughed account reduction in force.

So far as examinations as mentioned in notice date January 1, 1931, are concerned, we will require such employes to take this examination when they return to service.

Examination or prerequisite for employes who are reinstated to the service.

It has been our practice for employes who are reinstated to undergo a re-examination, and we think it desirable to continue this.

Some definite understanding as to frequency of examinations on sight, hearing and color perception, as might apply to all employes.

It is our thought now to conduct these re-examinations triennially, or once every three years.

Some definite understanding or rules for the government of field tests, referred to as being made under "service conditions". Some definite understanding on what the prescribed standards are for hearing, eyesight, and color perception, and as referred to in your letter January 26th.

In reply to these two questions, have attached hereto copy of instructions to Superintendents governing Field Tests, and other matters pertaining to notice dated January 1, 1931.

In rely to last paragraph of your letter, will advise that the instructions referred to do not preclude the right of appeal from decision made by the undersigned.

(C) Letter of March 1, 1931, File T-7387 (now T-25459-1):

Refer to instructions contained in notice dated January 1, 1931, concerning examination on sight, hearing and color perception of certain classes of employes, commencing January 15 and ending March 15, 1931.

Please be governed by the following:

Should any employe be dissatisfied with the findings of the Chief Surgeon, the notice provides that he will be given field tests under service conditions to develop the extent of his ability to see, hear, and distinguish colors.

Such field tests shall be conducted as follows:

Semaphore, Block and Interlocking Signal Tests by Day and Night - The examinee shall be tested at a distance of not to exceed 2,000 feet on semaphore arms, block and interlocking signals by day, and semaphore, block and interlocking lights at night.

Flag and Lantern Tests - The examinee shall be tested at a distance of not to exceed 2,000 feet with flag and lanterns which have been used in the service; the flag test to be used by day and the lantern test by night.

Hand Test - The examinee shall be tested on hand signals at a distance of not to exceed 1,000 feet.

In carrying out these tests every signal shown shall be recorded, whether the examinee reads the signal correctly or incorrectly.

Quickness of perception shall be considered in making the tests, as well as the correctness in the reading of the signals.

For Hearing: Ability to hear ordinary conversation and air or steam whistle signals under service conditions.

To those who have passed a satisfactory examination on sight, hearing and color perception, you will issue a certificate to this effect. This certificate is being printed and will be furnished you later.

For those employes between Sierra Blanca and El Paso who have been examined on sight, hearing and color perception by the T&NO six months prior to January 15, 1931 - it will be satisfactory to accept such examination certificates in lieu of requiring employes to subject themselves to examinations as set out in circular dated January 1, 1931.

It will also be satisfactory to accept, in lieu of presenting themselves for examination in accordance with circular dated January 1, 1931, examination record of employes who have been examined when promoted six months prior to January 15, 1931, in accordance with Rules of the Transportation Department.

(D) Letter of January 6, 1934, T-7587 (now T-25459-1):

Referring to your letter January 3, 1934, in connection with bulletin dated January 1, 1934, pertaining to Triennial Reexamination of certain employes on Sight, Hearing and Color Perception, and to our conference in Dallas, January 4, 1934, Assistant General Manager, Mr. Tobin, being present, and General Chairman Brown, who was unable to be present, being represented by General Chairman Wiesen.

With reference to your letter of March 4, 1931, we stated that we though our letter of March 1, 1931, answered the various matters referred to. However, the following information is given in connection therewith.

Employes defective in vision, one eye.

Employes defective in hearing, one ear.

As explained, it is difficult to give you a definite answer on these two matters. We have had many instances during the past three years when, by examination, employes were found to have defective vision and hearing, and by special treatment and medical advice the vision and hearing were improved to such an extent that they finally passed satisfactory examination.

Regarding examination of employes who have been furloughed re-entering the service.

So far as examinations mentioned in notice or bulletin referred to are concerned, we require such employes to submit to this examination when they return to service, unless they have previously been examined within the time prescribed.

Examination of employes who have been reinstated.

Rules of the Transportation Department require that applicants for reinstatement must undergo the same examinations as applicants for employment. We do not think it desirable to make any change in this rule.

Field Tests with flags and lanterns.

We think that the distances mentioned in our letter of March 1, 1931, to Superintendents (copy of which was furnished you) are the proper maximum distances to be used. We find this is in line with similar test examinations made in various parts of the country.

Quickness of perception in making tests.

As stated to you in conference, it would be quite difficult and perhaps unsatisfactory to undertake to set the number of

seconds or length of time employes, being examined in connection with field tests, would have to describe the signal. Such handling, in all fairness, should be left to the judgment of those conducting the examining tests.

The result of our re-examination on sight, hearing and color perception between January 15, 1931, and March 15, 1931, has proven to our satisfaction that many of our employes were benefited thereby and we do not feel that we are violating any schedule rule by requiring the re-examination referred to.

PHYSICAL EXAMINATION AGREEMENT, June 18, 1970, File 200-217-9:

In settlement of disputes concerning physical examination,

IT IS AGREED:

1. In the event an employe in active service who evidences physical or mental incapacity is required to report for physical examination, the following will govern.
 - (a) The company will pay for the examination.
 - (b) If the employe passes the examination, he shall be returned to work immediately, and paid for all time lost taking the examination.
 - (c) If such employe loses no time taking the examination, he shall be paid for actual time consumed in taking the examination, with a minimum of two (2) hours, and a maximum of 8 hours a day at pro rata rate of last service performed.
 - (d) In the event the employe is required to travel to a point away from the home terminal, or his place of employment if on an outside assignment, to take an examination, he shall be allowed actual necessary expenses in connection therewith.
2. In the event an employe is required to report for physical examination after having been absent from work because of injury or sickness, or after an absence of one year or more because of furlough, leave of absence, etc., the following will govern:
 - (a) The company will pay for the examination, and the employe will be furnished a copy of the findings and diagnosis.
 - (b) The employe will be notified as promptly as possible, and in any event within 5 days after taking the examination, as to whether or not he passed. Any

time lost in excess of the 5 days will be paid for by the Carrier, provided the employe passes the examination.

3. When there is a dispute between a company medical officer and an employe's personal physician, the following will govern:
 - (a) Upon request of the employe, his physician and a company medical officer shall confer and attempt to compose the dispute. Failing to agree, these physicians will, within fifteen (15) days, select a neutral physician who is in no way connected with the employe, any union or any railroad, and who will study the case, examine the employe, and within fifteen (15) days from his selection or examination of the employe render a decision which will be final as to the employe's being able to return to service in accordance with the company's physical requirements. The time limits referred to herein may be extended by agreement between the parties in individual cases. If it is determined by the majority that the employe's condition did not warrant his being held from service, he will be returned to service and paid for all time lost subject to the provisions of Paragraph 2(b). The railroad company and the employe involved will each defray the expense of their respective physicians. The fee of the third member of the board will be borne equally by the employe involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., (not exceeding (\$100.00) will be borne equally by the employe involved and the railroad company.

NOTE: The company will establish only reasonable physical requirements for employes in the service, and the Union reserves its right to contest any physical requirement under the provisions of Section 3 of the Railway Labor Act.
 - (b) Should the decision of the board of physicians be adverse to the employe and he considers that his physical condition has improved sufficiently to justify considering his return to service, a reexamination will be arranged upon request of the employe, or his representative, but not earlier than ninety (90) days after such decision, nor oftener thereafter than each ninety (90) days.

4. This agreement does not apply to periodic examinations on sight, hearing and color perception, nor does it contem-

plate the commencement of periodic general physical examinations.

5. It is understood that this agreement is a separate agreement by each one of the General Committees signatory hereto.

LETTER AGREEMENT, June 18, 1980, A 200-127-9:

This is to confirm our understanding in connection with agreement reached today covering physical examinations, etc., namely when an employe is required to be examined for a specific defect, he will not be required to undergo a general physical examination in connection therewith.

LETTER, August 16, 1984, C 200-127-9

This refers to our several conversations and to our conference in Dallas August 14 regarding the physical standards applicable on the Union Pacific, as compared to those on the Missouri Pacific, as well as the procedures for taking physical examinations and related matters.

Dr. L. C. Bevilacqua, Medical Director of the entire Union Pacific-Missouri Pacific System, was present at our conference of August 14. He fully explained the Union Pacific physical standards and many other aspects of their medical programs which you readily recognized as being very favorable to the employes you represent.

We stated that we are agreeable to applying the Union Pacific physical standards and related programs to the employes you represent. This, of course, includes periodic physical examinations, which are taken on the following schedule:

- (1) To 55 years of age, every three years
- (2) 55-65 years of age, every two years
- (3) 66-70 years of age, every year
- (4) 70 + years of age, every 6 months

This will also confirm that among the substantial number of other things that will favor the employes you represent, they may go to their own doctors for these examinations, and most others; and to a three doctor board if and when medical disputes arise between the employes' doctors and those representing the Company.

SYNTHESIS

HOLIDAY PAY - ROAD SERVICE

Section (a) Each regularly assigned road service employe in local freight service, including road switchers, roustabout. runs, mine runs, or other miscellaneous service employes, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive on basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

Section (b) Any of the employes described in Section (a) hereof who works on any of the holidays listed in Section (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Section (c) To qualify for holiday pay, a regularly assigned employe referred to in Section (a) hereof must be available for or perform service as a regularly assigned employe in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned employe whose assignment is annulled, cancelled or abolished, or a regularly assigned employe who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employe's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last

work day of the preceding work week shall be considered the work day immediately preceding the holiday.

Section (d) When one or more designated holidays fall during the vacation period of the employe, his qualifying days for holiday pay purposes shall be his work days immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be work days for qualifying purposes.

Section (e) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day and/or a vacation day.

Section (f) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to Section (a) hereof, unless the regularly assigned employe fails to qualify under Section (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in Section (a) hereof.

Section (g) That part of all rules, agreements, practices, or understandings which require that crew assignments or individual assignments in the classes of service referred to in Section (a) hereof be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employes provided by this Article will apply.

Section (h) As used in this Article, the terms "work day" and "Holiday" refer to the day to which service payments are credited.

Section (i) It is understood that when a regularly assigned employe, holding an assignment subject to this Article, Section (a), who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic day's pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements set forth in this Article, Section (a), as interpreted herein.

Section (j) A regularly assigned employe holding an assignment which is not subject to this Article, Section (a), but who is called to protect other service on an assignment, which is subject to this Article, Section (a) will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employe qualified for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

HOLIDAY PAY - YARD SERVICE

SECTION L -- Regularly Assigned Yard Service Employes

(a) Each regularly assigned yard service employe, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

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
New Year's Eve

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked.

Note: -- When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, a regularly assigned employe must be available for or perform service as a regularly assigned employe on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned yard service employe whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employe who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself avail-

HOLIDAYS - SECTION 2 - YARD EXTRA BOARD

(b) (1) PERFORM -

immediately preceding)
and
immediately following) - Holiday
and
available on)

OR

(b) (2) AVAILABLE -

immediately preceding)
and
immediately following) - Holiday
and
perform service on)

OR

(b) (3) AVAILABLE

preceding day
following day OR
and
holiday

PERFORM SERVICE

on any one or more of
such days and available
on other day(s)
and
compensation credited 11 or
more of the 30 calendar
days preceding Holiday.

See notes 1,2,3,& 4 pages 130 & 131

able for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employe's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

NOTE 1: -- A regularly assigned yard service employe who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NOTE 2: -- A regularly assigned yard service employe whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employe who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: -- An employe will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

(c) Service performed on such days shall be paid for at the rate of time and one-half times the rate for the basic day and the allowance of one basic day's pay provided for in paragraph (a) of this Section 1 for qualifying employes shall be in addition thereto.

(d) In yards operating under strict seniority or mark-up boards, determination of "regularly assigned employes" for the purposes of applying the qualifying provisions of paragraph (b) of this Section 1 shall be the subject to negotiations on the individual properties.

(e) This Section 1 applies only to regularly assigned yard service employes paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 1 (b) above, each of the qualifying days of service provided in paragraph (b) of this Section must be performed in yard service.

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph

(a) of this Section 1, unless the regularly assigned employe fails to qualify under paragraph (b) of this Section 1, shall satisfy such guarantee. Nothing in this Section 1 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 1.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the ten holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employes provided by this Section will apply.

(h) As used in this Section 1, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(i) Nothing in this Section 1 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 1.

(j) When one or more designated holidays fall during the vacation period of the employe, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(k) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday which is also a work day and/or a vacation day.

(l) Nothing in this Section 1 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended.

SECTION 2 -- Extra Yard Service Employes

(a) Extra yard service employe who meets the qualifications provided in paragraph (b) of this Section 2 shall receive one basic day's pay at the pro rata rate on any of the following enumerated 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
	New Year's Eve

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: -- When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employe must -

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or

(3) if such employe cannot qualify under Section 2 (b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: -- An employe whose service status changes from an extra yard service employe to a regularly assigned yard service employe or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 2 provided (1) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is an extra yard service employe and (2) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employe, provided further, that a regularly assigned yard service employe who voluntarily changes his service status to an extra yard service employe on

any of the 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 2.

NOTE 2 -- For the purpose of Section 2, an extra yard service employe will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

NOTE 3 -- The term "extra yard service employe" shall include an extra employe on a common extra list protecting both road and yard service, except that an employe while performing road service shall not be regarded as being available for yard service unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4 -- The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

(c) Service performed on such days shall be paid for at the rate of time and one-half times the rate for the basic day and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employes shall be in addition thereto.

(d) As used in this Section 2 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(e) Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.

For purposes of this Agreement, the workweek for extra yard service employes shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered on workday immediately following. If the holidays for on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

NOTE: -- This workweek shall not be applied to extra yard service employes who have scheduled days off other than Saturday and Sunday, in which event the same principle outlined above will apply in determining the workdays immediately preceding and following the holiday.

(f) When one or more designated holidays fall during the vacation period of the employe, his qualifying days for holiday

pay purposes shall be his workdays immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

(g) Not more than one time and one-half payment will be allowed, in addition to the "one basic day's pay at the pro rata rate" for service performed during a single tour of duty on a holiday which is also a workday and/or vacation day.

(h) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended.

LETTER OF UNDERSTANDING, November 7, 1966, between J. E. Wolfe, Chairman, NRLC, and Charles Luna, President, BRT:

It is understood that when a regularly assigned employee, holding an assignment subject to Article I, Section 2, of the Agreement of June 25, 1964, who performs compensated service at least one day on his regular assignment in the week in which the holiday falls, is required to be used off his assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he is called to protect will qualify him to receive the holiday basic days' pay at the rate of his regular assignment. He will be paid at the rate of time and one-half for service performed on the holiday provided he works on his regular assignment, and only then if he meets the qualifying requirements, set forth in Article I, Section 2(c) as interpreted herein.

A regularly assigned employee holding an assignment which is not subject to Article I, Section 2, but who is called to protect other service on an assignment which is subject to Article I, Section 2, will qualify for payment of the basic day for the holiday if he is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employee qualifies for holiday pay on such position. If the assignment works on the holiday, he will be paid at the rate of time and one-half for service performed on the holiday.

LETTER AGREEMENT, November 1, 1973, File G 200-293-X:

Recently some of the states have designated other than the days shown above (list of holidays) to be celebrated as the holiday. For example, the states of Illinois and Missouri have designated November 11 as the day to celebrate Veterans Day. In order that holidays be uniform throughout the System

AGREEMENT

between the
UNION PACIFIC RAILROAD COMPANY
and the
UNITED TRANSPORTATION UNION (C,T,Y&E)
(former Texas & Pacific)

To assist Local Chairmen who are working in the craft signatory to this Agreement,

IT IS AGREED:

They will be allowed to "float" their vacation.

- Q. May a UTU Local Chairman who is working as a locomotive engineer float his/her vacation?
- A. No, he/she will be governed by the provisions of the BLE Schedule Agreement.

This Agreement may be cancelled by either party signatory hereto by giving a thirty (30) day written notice to the other party.


Signed this day 30th of December 1994.

**UNITED TRANSPORTATION
UNION (C&T):**



S. B. Rudel
General Chairman UTU

**UNION PACIFIC RAILROAD
COMPANY:**



S. A. Bannister
Director - Labor Relations
Operating South

Existing rules governing vacations are amended as follows effective January 1, 1997:

(a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) Percent from the minimum number applicable under vacation rules in effect on the sate of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

(b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

(c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

(d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

(e) An employee may make up to two splits in his annual vacation in any calendar year.

(f) An employee may take up to one week of his annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

(g) Existing rules and practices regarding vacations not specifically amended by this Section, including (but not limited to) scheduling of vacations, shall continue in effect without change.

Section 3

This Article is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

without variation from state to state, we suggest the legal holidays designated by Congress be observed as the holiday under the various holiday rules.

This will 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.

LETTER TO L. A. AUCOIN, CHAIRMAN, May 23, 1962, File T-32646:

* * *

You withdrew these claims with the understanding that in the future when a yard assignment is annulled for one day only, it will be annulled instead of abolished, and the crew will be so notified.

* * *

Synthesis
of
OPERATING VACATION AGREEMENTS

Section 1 (a) - Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreement held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the effective date of the provisions of Article of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of de-

trepanning qualifications for vacation (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service of not less than three hundred (320) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 days qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1987, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than twelve hundred eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or

May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

(d) - Effective January 1, 1982, each employee subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than twenty-seven hundred twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other service shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29,

1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

(f) - In dining car service, for service performed on and after July 1, 1949 each 7-1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(h) - Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and

subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

When an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section 1(b), twelve hundred eighty (1280) basic days under Section 1(c), twenty seven hundred twenty (2720) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1 (e).

(i) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the calendar year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(l) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective service Act of 1967, as amended, and in the calendar

year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but, could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days 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 Section 1 (a) , (b) , (c) , (d) or (e) and (j) hereof.

Section 2 Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

GENERAL

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(1)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of 'the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof,

under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under section 1(i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall not be less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 Vacations, or allowances therefore, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any such schedules.

Section 4 Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowance by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the

date claim for vacation allowance is filed.

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at the end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Beginning on the date Agreement "A" dated. September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced by 1/6th with respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service.

Section 10 Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory

hereto, or their representatives or successors. It is agreed that the committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, insofar as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented Brotherhood of Locomotive Engineers and the United Transportation Union.

Section 12 This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act.

Section 13 This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 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 representative (General Chairman) of the employees, party to this agreement and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

MEMORANDUM, April 29, 1949:

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employe in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140 miles</u>
 TOTAL	 700 miles

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.
10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

NOVEMBER 1, 1991 NATIONAL AGREEMENT

Document "B" - Side Letter #2

This refers to discussions at conference with respect to employees represented by the United Transportation Union who, during a vacation qualifying year, work part of the time as a Yardmaster, part of the time in Train or Engine Service and/or part of the time under a vacation agreement covering another class or craft.

The carriers agree that in such instances, if the employee fails to render sufficient compensated service in a qualifying year to qualify for vacation either under the Yardmaster Agreement, the Operating Employees Agreement, or under the agreement applicable to such other craft or class, all such compensated service shall be combined for vacation qualifying purposes, and there shall be applied to him the provisions of vacation rules, including rates of pay, applicable to the craft or class in which he rendered the preponderance of his compensated service in the qualifying year.

All compensation earned by the employee in the qualifying year will be included in computing the vacation compensation due in accordance with the applicable agreement provisions under which the vacation is granted.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF

SECTION 1 OF VACATION

In granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation Agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations on the file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

Signed at Chicago, Illinois, this 18th day of January, 1956.

SPLIT VACATION AGREEMENT, Effective January 1, 1961, T-31694, NMB Case No. A-6341, Item 16, T-32046:

(1) Effective January 1, 1961, Trainmen and Yardmen subject to the terms of the National Vacation Agreement of April 29, 1949, as amended, who qualify for two or three weeks' vacation under the provisions of said National Agreement, will upon

written request be permitted to split the vacation by taking a one-week and remaining period in any calendar year, subject to the terms and conditions of this Memorandum.

(2) The Company will assume no additional expense in granting vacations as a result of this Memorandum.

(3) Employees desiring to take vacation in two periods must make written application therefor during the period assigned by the Company when applications for vacation are being accepted. No change in such application may be made by the employee following the close of the application period.

(4) Section 6 of the 1949 Vacation Agreement provides in part:

"Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacation."

In applying this principle set forth above consideration will be given to only one period of a split vacation in assigning vacations in any class of service. An employee requesting a split vacation will designate which period he desires considered in accordance with the above. After all employees of a particular class have been assigned one vacation period in accordance with the above quoted principle, the remaining split vacations will be assigned to available unassigned periods with due regard to the employee in his seniority order in class of service in which engaged, consistent with requirements of the service.

(5) Where relief for vacationing employees involved deadheading, deadhead pay for one round trip only will be allowed for the combined relief periods and payments shall be as follows:

In ordering extra men to deadhead to distant points from where extra board is kept, the man first out on the board at the time needed will be sent, and can thereafter be relieved only in accordance with the rules of the Trainmen's agreement. It is understood that men subsequently deadheaded for the same job or vacancy will deadhead there and back at their own expense; the intention is that the company will only be required to pay one man each way for this class of service.

(6) When an employee's fifteenth (15th) (now eighth (8th)) anniversary of employment occurs in a year in which he has qualified to receive a vacation and the employee, by scheduling and starting his vacation after the anniversary date, will be entitled to three (3) weeks vacation in lieu of two weeks,

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



File: 2210.60

MR SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD
FT WORTH TX 76134

Dear Mr. Rudel:

This is in reference to our discussions concerning amending the Vacation Agreement.

During our discussions it was agreed employees who are in road and yard service will be allowed to take one week of their vacation one (1) day at a time.

The Carrier will be notified forty-eight (48) hours in advance of the employee's desire to take the one (1) day. This, however, will not restrict the Carrier from allowing the one (1) day vacation with less notice if working conditions are acceptable. It is recognized that the exigencies of the service may create practical difficulties in allowing one-day vacations and the Carrier preserves the right to deny such requests.

The employee will inform the Carrier which assigned week is to be split. If the designated week arrives and all days have not been taken, the balance will be taken on the initial day scheduled.

Example: An employee has a week scheduled beginning November 1 and designates same as the split week. If all five (5) days have not been taken by November 1, the balance will commence November 1 for the remaining days not taken.

In scheduling vacations, the number of employees permitted to be off for vacation in any one week will be spread between January 1 and December 31 of each year.

Employees taking vacations one (1) day at a time will receive either one-fifth (1/5) of their 1/52 or a basic day at the rate of the last service performed, whichever is higher.

If an employee is in road service and the 1/52 is less than a basic day, the employee will receive 1/5 of six (6) days' pay at the last service performed. If an employee is paid a basic day on the first day, this will set the rate for each single day of vacation the employee takes.

Employees who take vacations one (1) day at a time will be allowed seven (7) productivity fund credits for each week of vacation taken.

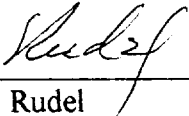
If the foregoing properly reflects our understanding and agreement, please so indicate by affixing your signature in the space provided below.

Yours truly,



Sharon A. Bannister
Director-Labor Relations
Operating - South

AGREED:



S. B. Rudel
General Chairman, UTU-C&T

12-5-95

(Date)

it is agreed, because of local conditions relating to scheduling vacations, he may request, as provided in paragraph 3, one week only of such vacation prior to such anniversary date and such request will be handled in accordance with paragraph 4.

(7) If paid on the basis of minimum basic days, the rate of the last service rendered prior to the start of each of the two vacation periods, determined under the provision of the Vacation Agreement, will be used.

MEMORANDUM OF AGREEMENT, April 2, 1974, I 32046, I 31644-1:

Effective with the year 1975, the agreement providing for split vacations dated September 30, 1960, is amended as follows:

1. Conductors, brakemen, yardmen, switch tenders and train baggagemen who qualify for three or more weeks vacation under the provisions of the April 29, 1949 Vacation Agreement, as amended, will, upon request, be permitted to take their vacation in three periods of not less than one week in any calendar year subject to the provisions of this agreement.

2. The Carrier will assume no additional expense in granting vacations as result of the vacation Agreement. Where relief for vacation incurs deadheading, the Carrier will be required to pay for only one round trip for this service. Only the relief employe deadheading to fill the first vacation period will be allowed deadhead pay for the trip to the point and return. No deadhead pay will be allowed to the relief employe sent to or returning from the point to protect second and third vacation periods.

3. This agreement shall be cancelled automatically upon the service of 45 days written notice by either party on the other to cancel this agreement, which shall have the effect of reinstating this application of the Vacation Agreement of April 29, 1949, as amended, and the Memorandum of Agreement dated September 30, 1960, upon the expiration of said 45 days.

MEMORANDUM OF UNDERSTANDING in connection with Vacation Agreements,
TC-17280-C

Vacation periods will be arranged between Committee Representatives and Division officers in accordance with Vacation Agreement, subject to postponement not in excess of three (3) days.

Employes will be relieved for vacation purposes consistent with the requirements of the service. If, however, these requirements do not permit the relief of an employe for such

purpose within three calendar days from the time his vacation period is scheduled to begin he shall be paid therefor as provided for in the Vacation Agreement.

Claim for vacation pay will be made by the employe rendering vacation Time Claim as required.

LETTER, March 18, 1986, 640:

This will confirm our telephone conversation of March 17, 1986 and previous discussions regarding yearly income to be considered when calculating vacation pay.

Yearly income shown on the employes W-2 Form is based upon total compensation received during the calendar year. Therefore, salary earned during the last half of December and received in January is credited to the following years income. However, vacation compensation is based upon earnings during the calendar year. Therefore, salary earned during the last half of December is credited to that years earnings for vacation purposes.

Those employes whose vacation compensation is based upon 1/52 of their calendar year earnings will receive compensation based upon earnings from January 1st through December 31st and not upon the basis of their W-2 Form.

JURY DUTY, Article V - National Agreement August 2S, 1978:

When an employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employe must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.

MEMORANDUM OF AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
UNITED TRANSPORTATION UNION

VACATION AGREEMENT ADMINISTRATION MODIFICATIONS

Union Pacific Railroad Company (hereinafter "UP," "Company" or "Carrier" and the United Transportation Union (hereinafter "UTU" or "Organization") acknowledge that, because of the various rail mergers and consolidations, different practices and applications of some agreement provisions have evolved. Consequently, the parties recognize there is a benefit to both UP and its employees to have a more uniform and standardized method for applying certain agreement provisions. This agreement is thus a part of an effort to standardize system-wide the handling of certain agreement provisions.

UP and UTU jointly desire to modify, streamline and standardize agreement provisions governing the qualification for, and scheduling of, trainmen/yardmen vacation benefits. Accordingly, **IT IS AGREED:**

ARTICLE I. CROSS-CRAFT QUALIFICATION

- A.** Effective January 1, 2003, Article III, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the January 27, 1972 UTU National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation week(s) a former non-operating craft employee will qualify for if he/she is employed in train service.

Example: A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in train service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements

necessary in qualifying for vacation weeks as a trainman for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining the number of weeks of vacation he/she would be entitled as a trainman. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement."

- B.** Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon transferring to train service. In the calendar year a transfer to train service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before transferring, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to transferring to train service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C.** Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with train service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as train service for qualifying purposes.

ARTICLE II. VACATION SPLITS

Commencing January 1, 2003 - i.e., for vacation benefits for calendar year 2003 - employees may request the maximum number of splits to allow for a weekly scheduling of their allotted vacation weeks. Such splits shall not be in less than one-week increments. (Example: a maximum of four splits will be allowed for an employee qualifying for five (5) weeks of vacation.)

ARTICLE III. SINGLE DAY VACATION ALLOTMENT

- A.** Commencing January 1, 2003, employees having less than three (3) weeks of single day vacations may designate up to three (3) weeks of their allotted number of vacation weeks to be utilized as single vacation day(s).

NOTE: Employees already entitled to more than three weeks of single day vacations, if any, will retain their present entitlement.

- B.** All single vacation days will be scheduled. If they are scheduled in a one-week block (or two or three-week block), employees can use single days

from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken at the scheduled time.

- C. 1. A week of single day's vacation for employees holding regular yard service assignments and extra lists protecting yard service exclusively shall consist of five (5) days.
- 2. A week of single day's vacation for employees holding positions in road service or on combination road/yard extra boards shall consist of seven (7) days.

ARTICLE IV. VACATION GROUP

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6)-month qualification measurement period. The qualification measurement period shall be April 1 through September 30.

NOTE: This does not affect arrangements under which craft (i.e., engineer, hostler, and train service) is determined for vacation scheduling purposes.

- B. The provisions of this Article IV shall not serve to alter existing practices or Agreement provisions governing vacation groupings and other matters regarding the scheduling of vacation.

ARTICLE V. GENERAL AND SAVINGS CLAUSES

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
- B. In the event the provisions of this Agreement conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
- C. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to, scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.

- D. This agreement is made without prejudice to the position of either party, will not be referred to in connection with any other agreement (local or national) and shall remain in effect subject to revision pursuant to the provisions of the Railway Labor Act.

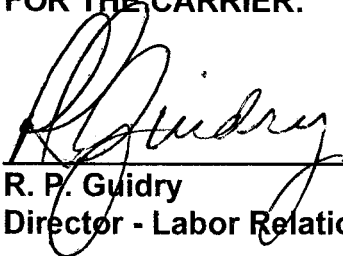
SIGNED THIS 12th DAY OF DECEMBER, 2002 IN SPRING, TEXAS.

FOR THE ORGANIZATION:



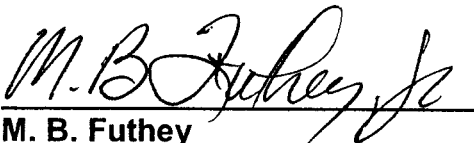
S. B. Rudel
General Chairman

FOR THE CARRIER:




R. P. Guidry
Director - Labor Relations

Approved:



M. B. Futhey
Vice President - UTU



A. T. Olin
General Director - Labor Relations

December 12, 2002

File No. 2210.1

2210.20

2210.60

Mr. S. B. Rudel
General Chairman - UTU
137 Sycamore School Road, Suite 101
Fort Worth, Texas 76134

Dear Sir:

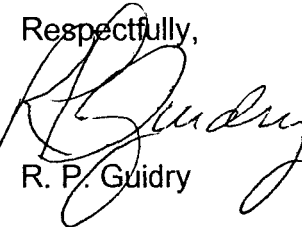
This will confirm our discussion concerning the intent of Article V, Item A of the December 12, 2002 Vacation Administration Modification Agreement reading:

"The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof."

The purpose of this section is to keep the Vacation Administration Modification Agreement cost neutral with respect to protection and administration costs. However, the application of this section is intended to be without prejudice to the positions of either party with respect to existing Labor Protection or Timekeeping administrative practices, i.e., manner in which the Protection Administration Group or Timekeeping applies offsets to guarantee which the Organization does not concur. Such disputes will be resolved through the normal grievance process with this agreement having no impact on the position of the parties.

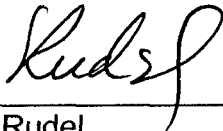
If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,



R. P. Guidry

Agreed:



S. B. Rudel
General Chairman - UTU

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179



December 12, 2002
File No. 2210.1
2210.20
2210.60

Mr. S. B. Rudel
General Chairman - UTU
137 Sycamore School Road, Suite 101
Fort Worth, Texas 76134

Dear Sir:

This will confirm our discussion concerning the intent of Articles II and III of the December 12, 2002 Vacation Administration Modification Agreement.

The parties are in agreement single day vacation allotments and/or weekly splits scheduled, assigned and/or granted pursuant to the Vacation Modification Agreement does not extend additional vacation time or deprive any employee of vacation earned as provided by the National Vacation Agreements.

For example, an employee qualifying for only two weeks of vacation in a calendar year may designate only two weeks to be utilized as single days. Article III, Item A does not grant additional weeks or single days beyond that provided by the National Vacation Agreement.

If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,

A handwritten signature in cursive script that reads "R. P. Guidry".

R. P. Guidry

Agreed:

A handwritten signature in cursive script that reads "S. B. Rudel".

S. B. Rudel
General Chairman - UTU

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179



December 12, 2002
File No. 2210.1
2210.20
2210.60

Mr. S. B. Rudel
General Chairman - UTU
137 Sycamore School Road, Suite 101
Fort Worth, Texas 76134

Dear Sir:

This will confirm our discussion concerning the December 12, 2002 Vacation Administration Modification Agreement applying to the "fixture" hostlers and trainmen assigned as hostlers pursuant to the October 31, 1985 UTU National Agreement.

The parties are in agreement that the provisions of the December 12, 2002 Vacation Administration Modification Agreement will apply to "fixture" hostlers and trainmen assigned as hostlers pursuant to the October 31, 1985 UTU National Agreement.

If this correctly reflects our shared understanding of the intent of this agreement please sign below in the space provided.

Respectfully,

A handwritten signature in cursive script that reads "R. F. Guidry".

R. F. Guidry

Agreed:

A handwritten signature in cursive script that reads "S. B. Rudel".

S. B. Rudel
General Chairman - UTU

BEREAVEMENT LEAVE, Article XII - National Agreement August 25, 1978:

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

Agreed-to Questions and Answers:

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

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

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he had not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as 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 pay purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or halfsister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

Q-6: Would bereavement leave be applicable during an employee's vacation period?

A-6: No.

Q-7: An employee qualifies for holiday pay on a holiday which occurs on a day the employee also qualifies for bereavement leave pay. Under these circumstances, is the employee entitled to be paid both the holiday and bereavement leave allowance?

A-7: No. The employee would be entitled to only one basic day's pay.

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES, as amended by Article XIII of August 25, 1978 National Agreement:

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

OFF-TRACK VEHICLE ACCIDENT BENEFITS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions covering Off-Track Vehicle Accident Benefits which emanated from the National Agreements identified below:

Brotherhood of Railroad Trainmen - July 17, 1968 Agreement - Article XI; Switchmen's Union of North America - July 29, 1968 Agreement - Article IX; Brotherhood of Locomotive Firemen and Enginemen - September 14, 1968 Agreement - Article IX; United Transportation Union (C) - March 19, 1969 Agreement - Article V; United Transportation Union (E) - April 15, 1969 Agreement - Article V; Railroad Yardmasters of America - September 20, 1968 Agreement - Article IV; Brotherhood of Locomotive Engineers - March 10, 1969 Agreement - Article IV; Brotherhood of Railroad Signalmen - April 21, 1969 Agreement - Article IV; Brotherhood of Maintenance of Way Employees - February 10, 1971 Agreement - Article V; Hotel and Restaurant Employees and Bartenders International Union - February 10, 1971 Agreement - Article V; Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees - February 25, 1971 Agreement - Article V; United Transport Service Employees - March 24, 1971 Agreement - Article IV; American Train Dispatchers Association - April 20, 1971 Agreement - Article IV; International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; International Brotherhood of Electrical Workers; Brotherhood Railway Carmen of the United States and Canada - October 7, 1971 Agreement - Article IV; International Brotherhood of Firemen and Oilers - February 11, 1972 Agreement - Article IV; Sheet Metal Workers' International Association - May 12, 1972 Agreement - Article IV.

This is intended as a guide and is not be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

ARTICLE - PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in

this Article.

(a) Covered Conditions -

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- (1) deadheading under orders or
- (2) being transported at carrier expense.

- - - - -

(b) Payments to be Made -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight;

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

[Amended paragraph (b) from Agreements dated July 26, 1978 (BLE); July 27, 1978 (BRS); August 25, 1978 (UTU); October 30, 1978 (BMW); October 31, 1978 (RYA); December 2, 1978 (IAM); December 4, 1978 (SMW); December 6, 1978 (RED); and January 30, 1979 (BRAC)]

- - - - -

(c) **Payment in Case of Accidental Death:**

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) **Exclusions:**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereof, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

(e) **Offset:**

It is intended that this Article is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) **Subrogation:**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after _____

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article ____ of the Agreement of _____ ,

(employee or personal representative)
agrees to be governed by all of the conditions and provisions said and set forth by Article ____."

Savings Clause

This Article _____ supersedes as of _____ , any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by _____ , elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article _____ in lieu of this Article _____.

- - - - -

MEMORANDUM OF UNDERSTANDING dated May 18, 1972, signed by Mr. William H. Dempsev, Chairman, National Railway Labor Conference and the Chiefs of all of the organizations concerned:

In connection with the provisions of the several national agreements to which the organizations signatory hereto are party, relating to payments to employees injured in off-track vehicle accidents under certain circumstances:

It is agreed that existing time-limit-on-claims rules in national agreements or in local schedule agreements do not apply to claims filed under such off-track vehicle accident provisions. Accordingly, the rights of neither the employees nor the railroads will be prejudiced by a failure to comply with a provision of such rules.

Railroads parties to such off-track vehicle accident provisions will each designate an officer with whom any claims arising under such provisions are to be handled, and will notify General Chairmen of the officer designated.

- (1) deadheading under orders or
- (2) being transported at carrier expense.

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results in injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,500,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,500,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempts thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;

(4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or an employee passenger who is under the influence of alcohol or drugs who in any way contributes to the cause of the accident;

(5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;

(6) While an employee is commuting to and/or from his residence or place of business.

(e) Offset:

It is intended that this Article XI is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The Carrier shall be surrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after September 1, 1968.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article XI of the Agreement of July _____, 1968,

(employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article XI."

EMPLOYEE INFORMATION, Article IV - National Agreement January 29, 1975:

The carrier will provide the General Chairman with a list of employes who are hired or terminated, their home addresses, and Social Security Numbers if available, otherwise the employes' identification numbers. This information will be lim-

ited to the employes covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employe is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

APPLICATION FOR EMPLOYMENT, Article VII - National Agreement August 25, 1978:

Section 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Section 2 - Omission or Falsification of Information

An employee who has been accepted for employment in accordance with section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

Agreed-to Questions and Answers:

Q-1: Is the carrier required to cite any reason for declination of application for employment?

A-1: No.

Canceled July 16, 1999 ~~MEMORANDUM OF AGREEMENT, June 29, 1981, File W 281-558+~~

~~The following will govern in establishing seniority dates and rankings on seniority rosters for road-yard service trainmen entering service on that portion of the railroad formerly known as the Texas and Pacific Railway Company.~~

~~1. Employes who are required to complete the training program will acquire a working seniority date as of the date they successfully complete the training program.~~

~~2. As among these employes acquiring the same seniority date upon completion of the training program, they will be positioned on the seniority roster in the following order:~~

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
For the Territory of the Former Texas and Pacific
and the
UNITED TRANSPORTATION UNION
BRAKEMAN/YARDMAN TRAINING AGREEMENT

On the effective date of this Agreement, the Memorandum of Agreement of December 1, 1974, is cancelled and the following shall apply in lieu thereof in the interest of hiring and training desirable employees:

1. When the Carrier hires inexperienced brakemen or yardmen and desires to enter them into a training program, the trainees will be paid \$623.79 per week (seven days per week) or the appropriate pro rata portion thereof in the event the entire period is not completed. This payment will be for the first four (4) weeks of training, after which the employee will be paid the current yard helper rate of pay, subject to the rate progression as set forth in National Agreements. The first four (4) week of training rate is subject to general wage adjustments including COLA.

2. Trainees under this Agreement will be subject to meal allowances and lodging (or allowances in lieu thereof) the same as regular crew members with whom they are in training. While otherwise engaged in the training program, such as classroom studies, etc., at points other than where hired, trainees will be allowed actual necessary expenses to cover meals, lodging, transportation, and miscellaneous costs. Meal and miscellaneous costs will not be reimbursed in excess of \$10.00 per day.

3. Conductors and engine foremen who assist in training new employees, when as requested by the Carrier, will be paid an instructor's allowance of \$10.71 per shift, subject to future wage adjustments for each tour of duty when so engaged, separate and apart from all other earnings.

4. The establishment of seniority, probationary time limits and other employment rights after completing the training program, passing required examinations, etc., are governed by the provisions set forth in the Memorandum of Agreement identified as #2806159983.

This Agreement will become effective on JANUARY 1, 1999 and will remain in effect unless amended and/or cancelled by the parties under the provisions of the Railway Labor Act.

Signed this 15th day of July, 1999.

FOR The

FOR THE

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY

/s/ S. B. Rudel

/s/ L. A. Lambert

General Chairman

General Director Labor Relations

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
For the Territory of the Former Texas and Pacific
and the
UNITED TRANSPORTATION UNION
Establishing Seniority Dates

In order to ensure seniority dates of new employees are correctly and uniformly established without dispute, the parties signatory hereto agree to terminate the June 29, 1981, Memorandum of Agreement (W281-558) and amend Article 16 of the Yard Schedule of Agreement and in lieu thereof the following will hereafter apply:

Brakeman's/yardmen's seniority rights will begin on ho first day an employee begins the training program. If more than one employee enters the training program at the same time, irrespective of location, the following criteria will be used to determine the employee's standing on the seniority roster:

1. Employees transferring from another craft will be placed on the roster in the order of their employment with the Carrier, ahead of newly-hired employees. If more than one (1) employee has the same employment date, ranking shall be determined on the basis of age, with the oldest employee ranking senior. Should the foregoing fail to determine seniority ranking, employees will thereafter be ranked in alphabetical order based on the employee's last name.

2. Newly-hired employees' seniority ranking on the roster shall be determined on the basis of age, with the eldest employee ranking senior. Should the foregoing fail to determine seniority ranking, the next will be determined as set forth in Item 1 above.

3. New employees who are not required to attend a training program will acquire a seniority date on the date the employee first performs service. If more than one employee performs service on the same day, the ranking will be determined as set forth in Item 1 and 2, above.

4. The probationary period of all new employees will expire ninety (90) days from the date they acquired a seniority date. A new employee will be advised within this time period if his/her application for employment is rejected, which must be issued in writing to the applicant. Section 2 of Article VII of the 1978 National Agreement continues to apply.

5. The seniority date given to an employee will be the same date as a yardman, brakeman and/or conductor. This is in compliance with the modification of the Conductor Promotion Rule Agreement and under no circumstance will an employee have different seniority dates.

This Memorandum of Agreement will become effective on January 1, 1999 and if this Agreement conflicts with any provisions or practices of other rules, the terms and intent of this Agreement shall prevail. This Agreement will remain in full force and effect unless amended or cancelled by either party under the provisions of the Railway Labor Act.

Signed this 15th day of July, 1999.

FOR The

FOR THE

UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:

/s/ S. B. Rudel
General Chairman

/s/ L. A. Lambert
General Director Labor Relations

TRAINING PROGRAM - MEMORANDUM OF AGREEMENT, File A-320-7398:

Effective December 1, 1974, the Memorandum of Agreement of September 19, 1974, is cancelled, and the following shall apply in lieu thereof in the interest of hiring and training desirable employees:

1. When the Company hires inexperienced brakemen or yardmen and desires to enter them in a training program, said program shall be for a period not exceeding four weeks, for which each such trainee will be paid \$700.00, or the appropriate pro rata portion thereof in the event the entire period is not completed. This amount is subject to wage adjustments commensurate with adjustments applicable to yardmen and brakemen.

2. Trainees under this agreement will be subject to meal allowances and lodging (or allowances in lieu thereof) the same as brakemen on the road crews with whom they are in training. While otherwise engaged in the training program such as classroom studies, etc., at points other than where hired, trainees will be allowed actual necessary expenses to cover meals, lodging, transportation, and miscellaneous costs. Meal and miscellaneous costs will not be reimbursed in excess of \$7.00 per day.

3. After completing the training program and being placed on the working list, beginner's pay of seventy-five percent (75%) of the usual pay for brakeman or yardman shall apply to the first sixty (60) working time slips entered by or on behalf of each individual who has come out of the training program.

4. Conductors and engine foremen who assist in training employees when and as requested by the Company, during the four week period referred to in Section 1 hereof, will be paid an instructor's allowance of four dollars (\$4.00), subject to future wage adjustments, for each tour of duty when so engaged, separate and apart from other earnings.

5. The establishment of seniority and other employment rights after completing the training program, passing required examinations, etc., will be governed by the rules of the respective working agreements between the parties hereto. The probationary time limits specified in said working agreements start to run as of the date seniority is established.

~~(a) Employees transferring from another craft or class of employees will be positioned on the roster as a group ahead of new employees. As among the transferring employees, they will be positioned on the roster in the order of their employment with the company.~~

~~(b) New employees will be positioned on the roster as a group in the order of their birth dates.~~

~~3. New employees who are not required to attend the training program will acquire a working seniority date as of the date they first perform compensated service.~~

~~4. The probationary period for all trainmen will expire sixty (60) days from the date they acquire a working seniority date.~~

~~This Agreement shall become effective this 29th day of June, 1981, and shall remain in effect until changed or abrogated in accordance with the provisions of the Railway Labor Act, as amended.~~

ARTICLE IV, section 6 - NATIONAL AGREEMENT November 1, 1985:

Rate Progression - New Hires

in any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

MEMORANDUM OF AGREEMENT, April 19, 1978, File 277-7203(3):

1. An employe in the craft of switchman, brakeman and/or conductor making application and being selected for employment as fireman will retain all seniority accumulated in train and/or yard service and will continue to accumulate seniority in such service, subject to the following:

2. An employe who transfers from switchman, brakeman or conductor and who passes all required examinations for entry into engine service will be subject to agreement rules applicable to engine service employes and, except to the extent permissible on the date of this agreement, will not be permitted to perform service as switchman, brakeman or conductor unless

unable to hold any position in engine service, including hostler and hostler helper.

3. In the event such employe is unable to hold any position in engine service and returns to the craft of switchman, brakeman or conductor, he may not be used in engine service, except to the extent permissible on the date of this agreement, until recalled to engine service under the applicable rules and agreements.

4. Movement from one craft to another under the terms of this agreement shall not be considered to break the continuity of the employe's service and all rights and benefits earned or granted to said employe under combined service with the carrier will be maintained.

5. The making of this agreement does not prohibit or restrict the Carrier in any way from selecting applicants for employment as firemen from any class or craft or group of non-employees.

This Memorandum of Agreement shall become effective April, 1978, and will remain in effect unless and until changed in accordance with the terms of the Railway Labor Act, except that should this agreement conflict with any subsequent agreements reached in National Handling it may be cancelled by one or more of the parties signatory hereto by giving five (5) days' written notice to the other signatory parties.

MEMORANDUM OF AGREEMENT, January 22, 1981, File 277-7203(3):

Reference to the Agreement signed April 19, 1978, with respect to switchmen, brakemen and/or conductors transferring to employment as firemen and retaining their seniority as switchman, brakeman and/or conductor. In order to eliminate further disputes with respect to firemen voluntarily relinquishing their seniority as firemen and returning to protect their seniority as switchman, brakeman and/or conductor, it is agreed that the following shall govern:

(A) An employe who has transferred to fireman will be permitted to relinquish his seniority as fireman and return to protect his seniority as switchman, brakeman and/or conductor provided he gives written notice to proper authority to do so within six (6) months from the date fireman's seniority is established.

(B) An employe who, prior to promotion to locomotive engineers, is found to be medically disqualified for position of fireman may relinquish established fireman's seniority by written notice to proper authority and return to his seniority as switchman, brakeman and/or conductor provided he is medically qualified to do so.

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 24, 1992

140.40(A13.3)

Mr. S. B. Rudel
General Chairman, UTU(C&T)
7817 Camelot Road
Ft. Worth, TX 76134

Dear Sir:

This has reference to our discussions concerning the procedure to be followed when selecting applicants for engine service on the Fort Worth Seniority District.

As result of changes made in seniority districts in the UP/MKT Merger Agreements, we recognized that there are two groups of trainmen rosters (Fort Worth and Mineola) as the primary source of supply for one engine service roster.

It was agreed that applicants will be considered based upon their relative seniority standing within the territory - which would include their trainman's seniority dates on their former territory for those individuals who acquired seniority rights within the territory as result of the UP/ M KT Merger - and ranked from the oldest to the youngest.

If the foregoing fairly sets forth our understanding, please so signify by signing in the space provided.

Yours truly,

/s/

**T. L. Wilson, Sr.
Director Labor Relations**

AGREED:

/s/ **S. B. Rudel
General Chairman, UTU**

140.40(A13.3)

-154b-

(C) An employe's written notification relinquishing firemen's seniority under either (A) or (B) above shall be irrevocable, and it is understood that relinquishing firemen's rights will not serve to qualify such employe for displacement rights over junior employes working as switchmen, brakemen and/or conductor.

(D) Except for the conditions set forth in (A) and (B) hereof, no employe will be permitted to voluntarily relinquish established fireman's seniority and return to prior rights as switchman, brakeman and/or conductor.

(F) Employes relinquishing seniority under (A) and (B) will not again be permitted to transfer into engine service with retention of seniority.

LETTER AGREEMENT,, February 17, 1981, File W T-31640:

This has reference to our telephone conversation of February 6, 1981, in connection with conductor promotion classes and whether those individuals who have transferred to engine service pursuant to the Agreement of April 19, 1978, should be called in their turn.

It was agreed that those brakemen who have transferred to engine service will be afforded the opportunity for promotion in accordance with the Agreement, provided they have not been placed in the formal training program for engineers. Any individual who may be in formal training at the time a conductors' promotion class is scheduled will be considered as excused from such promotion class and will not be penalized as result thereof provided he attends and passes the first promotion class conducted following completion of the formal training program for engineers.

LETTER AGREEMENT, May 28, 1971 File A281-558:

I am agreeable to make effective the provisions of the third paragraph of your letter, which reads as follows:

"Since we have also had other complications that would come under the provisions of this rule, the full General Committee of Adjustment, while in session, requested that I negotiate a rule or have an understanding with you that an employee represented by the United Transportation Union, when transferring from one service to the other, such as yard to road, road to yard or from ground service to engine service or engine service to ground service, would not be required to serve an additional sixty (60) day probationary period."

I am furnishing you 50 copies of this letter, which together with your letter of May 26, 1971, will constitute a joint interpretation.

SYSTEM DUAL ROAD-YARD SENIORITY AGREEMENT, effective July 1, 1972, File I 303-74:

In order to expand the work opportunities of brakemen and yardmen, IT IS AGREED:

ARTICLE I

YARDMEN'S CONSOLIDATED SYSTEM SENIORITY
(Applicable to employees hired prior to March 1, 1976.)

SECTION 1.

(a) Effective December 31, 1971, all yardmen with a seniority date prior thereto (hereinafter referred to as "prior right yardmen"), in addition to retaining prior rights seniority in their respective yards, will establish and accumulate "System Yard Seniority Rights" in the manner provided for in this Article.

(b) Yards are as follows:

Addis (T&P Employes only)	Texarkana	Fort Worth Belt
Alexandria (T&P Employes only)	Longview	Abilene
Hollywood	Dallas	Sweetwater
Marshall	Ft. Worth	Big Spring-Odessa
		El Paso

SECTION 2.

(a) Effective 11:59 P.M. December 31, 1971, yardmen holding seniority in the various yards listed in Section 1 will be given seniority behind all prior right yardmen in all of the remaining yards in which they did not heretofore hold seniority, retaining all seniority rights previously accrued. Prior right yardmen will rank, one with the other, upon the basis of their original seniority in the yards in which they gain additional seniority.

EXAMPLE

A prior right yardman from Yard "A" and a prior right yardman from Yard "B" both transfer to Yard "C". They will rank at "C" upon basis of their original yardman's seniority date, behind prior right yardmen of Yard "C".

(b) Employes acquiring seniority rights as yardmen on or after January 1, 1972, will have system rights without priority

and will be placed on the yardmen's Consolidated System Seniority Roster in accordance with applicable agreements.

SECTION 3.

(a) Prior rights will be preserved and maintained in accordance with present schedule rules and a system yardmen's seniority roster reflecting prior rights will be posted at each of the points shown in Section 1 in January and June of each year.

(b) All prior right yardmen on the System will be placed on the yardmen's consolidated system roster in the order of their original seniority date as yardmen reflecting their prior rights.

(c) Where two or more yardmen with the same seniority dates appear on separate rosters, such yardmen will be placed on the system roster according to date of birth, with the oldest yardman being placed on the roster first, and so on.

ARTICLE II

BRAKEMAN' S CONSOLIDATED SYSTEM SENIORITY

SECTION 1.

(a) Effective December 31, 1971, all brakemen with a seniority date prior thereto, (hereinafter referred to as "prior right brakemen") in addition to retaining prior rights seniority on their respective rosters, will establish and accumulate "System Road Seniority Rights" in the manner provided for in this Article.

(b) The Road Seniority Rosters involved are as follows:

1. New Orleans - Alexandria Seniority District - New Orleans Lower Coast Line.
2. Alexandria-Shreveport-Marshall Seniority District.
3. Bonham-Mineola Seniority District.
4. Ft. Worth-Baird Seniority District.
5. Baird-Big Spring-Toyah Seniority District.
6. Toyah-El Paso Seniority District.

SECTION 2.

(a) Effective 11:59 P.M. December 31, 1971, brakemen holding seniority on the various rosters listed in Section 1 will be given seniority behind all prior right brakemen on each of the remaining rosters on which they did not heretofore hold seniority, retaining all seniority rights previously accrued. Prior right brakemen will rank, one with the other, upon the basis of their original seniority on the system roster.

EXAMPLE

A prior right brakeman from Roster "A" and a prior right brakeman from Roster "B" both transfer to Roster "C". They will rank on "C" upon basis of their original brakeman's seniority date, behind prior right brakemen on Roster "C".

(b) Employees acquiring seniority rights as brakeman on or after January 1, 1972, will have system rights without priority and will be placed on the Brakemen's Consolidated System Seniority Roster in accordance with applicable agreements.

SECTION 3.

(a) Prior rights will be preserved and maintained in accordance with present schedule rules and a system brakemen's seniority roster will be maintained at terminals and will be updated in January and June of each year.

(b) All prior right brakemen on the system will be placed on the brakemen's consolidated system roster in the order of their original seniority date as brakemen.

(c) Where two or more brakemen with the same seniority dates appear on separate rosters, such brakemen will be placed on the system roster according to date of birth, with the oldest brakeman being placed on the roster first, and so on.

SECTION 4.

Employees will be given the opportunity for promotion to conductor in line with their seniority on the district where they first performed compensated service as follows:

1. New Orleans seniority district--New Orleans Lower Coast seniority district. This includes TP employees who performed first compensated service in Alexandria and Addis Yards.
2. Shreveport Seniority district. This includes employees who performed first compensated service in Shreveport and Marshall Yards.

3. Mineola seniority district. This includes employes who performed first compensated service in Texarkana, Longview and Dallas Yards.
4. Bonham seniority district.
5. Fort Worth--Baird seniority district. This includes employes who performed first compensated service in Fort Worth Yard and on the Fort Worth Belt Railway.
6. Big Spring seniority district. This includes employes who performed first compensated service in Abilene, Sweetwater, Odessa and Big Spring Yards, and the Abilene and Southern Railway.
7. El Paso seniority district. This includes employes who performed first compensated service in El Paso Yard.

ARTICLE III

SYSTEM ROAD-YARD SENIORITY

SECTION 1.

Effective 12:01 A.M. January 1, 1972, all yardmen (Article I) or trainmen (Article II) with a seniority date prior to that time (hereinafter referred to as prior-right employes), in addition to retaining prior right seniority in their respective yards and road districts will establish and accumulate "System Road-Yard Seniority Rights" in the manner provided for in this Article.

SECTION 2.

(a) Employes holding seniority as either yardmen or brakemen who do not desire to acquire the additional seniority, as provided for in Section 1 of Article III, shall so notify the General Manager and General Chairman jointly within ninety (90) days from the date of this Agreement. Corrected system seniority rosters will be issued after the expiration of the ninety-day period.

(b) Effective 12:01 A.M. January 1, 1972, all employes (except those exercising option in paragraph (a) above) holding yard seniority (Article I) who did not heretofore hold brakemen's seniority will be given a brakemen's seniority date as of January 1, 1972 behind all prior right brakemen. Conversely, all employes (except those exercising option in paragraph (a) above) holding brakemen's seniority (Article II) who did not heretofore hold yardmen's seniority will be given a yardman's seniority date as of January 1, 1972 behind all prior

right yardmen. Prior right employes will rank, one with the other, upon the basis of their original seniority in road or yard service in which they gain seniority.

EXAMPLE

A prior right employe from "A" and a prior right employe from "B" both transfer to "C". They will rank at "C" upon the basis of their original seniority date, behind prior right employes at "C".

(c) Employes acquiring seniority rights on or after January 1, 1972, will have system seniority rights without priority and will be placed on the appropriate system yardmen and brakemen seniority rosters in accordance with applicable agreements.

SECTION 3.

Separate seniority rosters for trainmen and yardmen will be preserved and maintained in accordance with present schedule rules, i.e., a system consolidated road seniority roster will be prepared and maintained and a system consolidated yard seniority roster will be prepared and maintained. Seniority rosters for trainmen and yardmen will be issued in January and June of each year.

SECTION 4.

(a) Upon the establishment of additional seniority, as provided in this agreement, the provisions of the agreement governing road or yard service will apply, i.e., when working in road service, the provisions of the Trainmen's Agreement governing road service employes will apply; when working in yard service, the provisions of the Yardmen's Agreement governing yard service employes will apply.

(b) Employes acquiring additional seniority under the provisions of this Agreement will be permitted to transfer from one road district to another road district, or from one yard to another yard, or from road to yard or from yard to road under the following conditions:

1. When he is in road service and can hold neither a regular assignment under the jurisdiction of that extra board, nor a place on that extra board, he will be permitted, seniority permitting, to transfer to another road extra board or to yard service and displace any man his junior to work off of the extra board. When he is in yard service and can hold neither a regular assignment nor a place on the extra board, he will be permitted, seniority permitting, to transfer to road service or to another yard

and displace any man his junior or work off the extra board. Trainmen-yardmen exercising their seniority under these provisions will have the option of returning to their former service, or their former extra board, whichever the case may be, when their seniority will permit them to do so, provided written request has been made to the proper authority.

2. Trainmen-yardmen or yardmen-trainmen may transfer from road to yard, from one road board to another road board, or from yard to another yard, or from yard to road board under the following conditions:
 - (a) When displaced from an assignment.
 - (b) When he has placed a written request to the proper authority with copy to the local chairman for the next regular assignment his seniority will permit him to hold.
 - (c) When the extra board at the point he desires to transfer is increased and he has placed a written request with copy to the proper authority and the local chairman affected.

When voluntarily moving under the above conditions, he will be required, seniority permitting, to remain on the extra board or in the service to which he transferred for a period of not less than thirty (30) days.

3. (a) Prior right employes who are furloughed at one yard or road extra board point will not be required to transfer to another yard or road extra board point on the system. In other words, it is the intent of this paragraph not to require such prior right employes to leave their established homes, except as provided in prior agreements.
 - (b) Non-prior right employes, i.e., employes entering the service subsequent to the date of this Agreement, when furloughed at a point, will not be required to transfer to another yard or road extra board point on the system unless there is an acute shortage of trainmen or yardmen at such other yard or road extra board point. Trainmen-yardmen transferred to another point under the provisions of this paragraph will be permitted to return to the point from which he came as soon as his seniority will permit.
4. Trainmen-yardmen or yardmen-trainmen transferring under the provisions of above Paragraphs (1), (2) or (3) will be required to report for duty in the ser-

vice and/or board to which transferred within ten (10) days from date of release from their former service or board. The ten (10) days may be extended under justifiable circumstances if written request is made and such request is granted by proper authority.

5. Trainmen-yardmen transferring under provisions of this section will be marked up in the service to which transferring at time or reporting, in accordance with applicable schedule rules.

SECTION 5.

(a) The provisions of this Agreement do not alter the promotion rules now embodied in the Trainmen's and Yardmen's Agreements.

(b) Promoted trainmen-yardmen and/or yardmen-trainmen will not be considered to be qualified to perform road conductors' service until he has had at least two years' experience as a road and/or yard trainman, as contemplated by the conductors' and trainmen's agreements, and that promoted trainmen-yardmen transferring from yard to road service or vice versa must meet qualifying conditions of the Company before being used as road or yard conductors.

SECTION 6.

Separate extra boards covering road service and extra boards covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules. The agreements applicable to each class of service shall remain in effect. If and when yardmen are used in emergency in road service, Article I (f) shall apply.

SECTION 7.

Preference to vacation periods will be given in the order of the trainmen-yardmen's seniority standing in the road or yard district where working at the time vacations are scheduled. If a trainman-yardman schedules a vacation period in one district or yard and thereafter transfers to another district or yard, the Local Chairman and proper Supervisor in such district or yard will assign him a vacation period.

SECTION 8.

It is understood that deadheading or loss of time resulting from the exercise of seniority under the terms of this Agreement will be without expense to the Company. This Agreement will not impose any deadhead expense which was not in effect prior to its effective date.

SECTION 9.

(a) The terms of this Agreement shall not be construed in any manner as modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

(b) This Agreement shall not be construed as changing or amending the Trainmen's Agreement applicable to road service employes, or the Yardmen's Agreement applicable to yard service employes, except as necessary to make the provisions of those Agreements conform with this Agreement.

SECTION 10.

This Agreement shall be effective July 1, 1972.

This Agreement shall continue in effect subject to thirty (30) days' written notice by either party of a desire to change or terminate same in accordance with the Railway Labor Act, as amended.

LETTER AGREEMENT, March 11, 1976, File I 303-74:

This has reference to our several conferences concerning consolidation of the road-yard seniority agreement of March 3, 1972.

Subsequent to the effective date of the above-mentioned agreement, difficulty has been encountered in getting furloughed employes to protect their seniority by placing themselves at other points after being furloughed; and in order to correct this situation, it was agreed that the following will apply:

1. Employes hired on or after March 1, 1976, will acquire seniority in one of the following districts:

(a) New Orleans District (includes NOLC and territory between New Orleans and Alexandria, including Addis Yard).

(b) Shreveport District (includes territory Alexandria to Marshall, including Marshall and Hollywood Yards).

(c) Mineola District (includes territory Texarkana to Ft. Worth as well as Texarkana, Longview and Dallas Yards).

(d) Bonham-Ft. Worth-Baird District (includes territory Texarkana to Ft. Worth via Bonham and Ft. Worth to Baird, as well as Ft. Worth Yard and Ft. Worth Belt Railway).

(e) Big Spring - El Paso District (includes territory between Baird and El Paso, as well as Abilene Sweetwater, Big Spring, Odessa and El Paso Yards. Also includes Abilene and Southern Railway and T&NM Railway).

2. Employees hired prior to March 1, 1976, will continue to hold seniority as provided for in the Agreement of March 3, 1972, and such employees will be required to protect their seniority as provided for in that agreement as well as the basic agreements covering brakemen and yardmen.

3. Employees hired on or after March 1, 1976, will establish and accumulate seniority in one of the above-named districts and when furloughed as a brakeman or yardman, they will be required to protect their seniority at other points in their seniority district within five (5) days from date ordered to do so by the Carrier, or forfeit their seniority.

MEMORANDUM OF AGREEMENT, Effective November 15, 1976, File I 303-74:

The Letter Agreement dated March 11, 1976, covering application of the road-yard seniority consolidation Agreement of March 3, 1972, is amended, as follows:

1. Employees with seniority dates on or after March 1, 1976, who have been furloughed from their home seniority district may borrow out on another seniority district when additional employees are needed.

2. The employees who borrow out on another district will establish a temporary seniority date on that district as of the time and date they mark up on the extra board for service.

3. Employees establishing temporary seniority dates on other than their home district as provided for under paragraphs 1 and 2 above, shall retain those dates until recalled to their home districts, at which time they may make an election, that is, return to their home district with their original seniority date, or remain on the district on which they are working.

4. If an employee does not return to his home seniority district within fifteen (15) days after being recalled, he will automatically lose his original seniority date, but he will retain the date established under the provisions of paragraphs 1 and 2 above.

5. Employees who elect to establish temporary seniority dates on another district after being furloughed from their home district must keep the local chairman and local offices advised as to their address in line with the provisions of Article 44(e) of the agreement covering road service employees

and Article 17(e) of the agreement covering yard service employes.

This agreement signed at Fort Worth, Texas, this 30th day of October, 1976, becomes effective November 15, 1976, and modifies all other agreements to the extent necessary to conform herewith.

LETTER, October 14, 1985, 303-74

Please refer to our conversation October 11, 1985 concerning the application of Item 3 of the Letter of Understanding of March 11, 1976 which reads as follows:

"Employes hired on or after March 1, 1976, will establish and accumulate seniority in one of the above-named districts and when furloughed as a brakeman or yardman, they will be required to protect their seniority at other points in their seniority district within five (5) days from date ordered to do so by the Carrier, or forfeit their seniority."

You advised that five employes had been instructed by the Carrier to report to Bonham within five days and that these instructions have prompted questions as to whether employes have five (5) or fifteen (15) days to report.

The five individuals involved were furloughed from Ft. Worth, however, their seniority would have permitted them to work elsewhere within their seniority district. The Carrier exercised it's prerogative under the March 11, 1976 Letter of Understanding and instructed the employes to report to Bonham within five (5) days.

Had these employes been furloughed and unable to work within their district then, upon being recalled to service, they would have come under the fifteen (15) day provision of Article 44 (e) of the Road Agreement or Article 17 (e) of the Yard Agreement.

MEMORANDUM AGREEMENT, January 28, 1986, 540.1-9:

In full disposition of the Organization's Section Six Notice of December 10, 1985 to amend the Memorandum Agreement of March 11, 1976,

IT IS AGREED:

Employes furloughed as either brakemen or yardmen having sufficient seniority to work elsewhere within their seniority district may elect to remain on furlough rather than exercise their seniority with the understanding that they will not be

eligible for emergency work so long as they remain in voluntary furlough status.

This understanding is applicable to the Bonham - Fort Worth - Baird Seniority District only and in no way affects the carrier's rights under Section Three or any other Section of the Agreement of March 11, 1976.

This Agreement signed at Spring, Texas this 28th day of January, 1986 becomes effective within ten (10) days after Carrier is notified of its ratification and may be cancelled thereafter by either party serving five (5) days written notice upon the other party signatory hereto.

St. Louis, Mo., February 22, 1982

W 303-74

Mr. R. J. Brocker:

This will acknowledge your letter of February 16, 1982, posing questions in connection with TP District Seniority (Trainmen).

The amendment of November 15, 1976 to the Agreement of March 11, 1976 was made to afford an opportunity for those employes hired on or after March 1, 1976 to "borrow out" to one of the four other districts in the event of furlough from their home district.

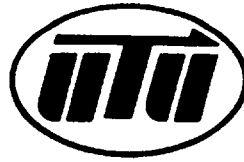
In the example cited by you, the individual furloughed was at Fort Worth (District D), and subsequent to his furlough exercised his rights at Bonham, also within District D, in accordance with the Agreement of March 11, 1976.

Inasmuch as the individual involved moved within his home seniority district, he does not come under the provisions of the November 15, 1976 amendment. Had he "borrowed out" to one of the four other districts, he would have been subject to the amendment.

An individual moving from one location to another within his home district as a result of furlough would not be required to return to the point from which furloughed unless he so desired.

/s/ O. B. Sayers

S. B. Rudel
Chairman
D. R. Anthony
Secretary



E. J. Miller
J. E. Belt
M. R. Haughton
Vice Chairmen

united transportation union

General Committee of Adjustment Representing Yardmen, Trainmen and Conductors
Union Pacific Railroad (T&P)
137 Sheffield, Fort Worth, Texas 76134

May 11, 1987

All Local Chairmen - Members
General Committee of Adjustment
United Transportation Union Union
Pacific System (T&P)

Dear Sirs and Brothers:

Per Lodge 976 action it was requested that this office issue the proper procedures on how an employe may voluntarily move from his/her job at one location/board to another location/board under the System Seniority Agreement of 1972. This issue has been addressed in the past as evidenced by former General Chairman Clayton's letter of June 12, 1974, (attached) on the proper manner employes may voluntarily transfer.

I conferred with Brother Clayton on this subject and asked him the intent of the System Seniority Agreement when he negotiated it and he stated, "It was the intent of the organization to provide additional work opportunities for the employes and additional security when there was a reduction in forces and not intended to be a tool to allow individuals to boom around." In other words, the agreement provided additional seniority for our employes and laid ground rules that must be followed in the exercise of that seniority.

At the Region 6 meeting in May 1986 former General Chairman Gilbreath was requested to issue an interpretation of a "written request" as referred to in paragraphs (b) and (c) of Brother Clayton's letter. That interpretation was "a request to the Crew Management System (CMS) is the same as a written request."

We as representatives, and the Crew Management System, have not followed the guidelines of the 1972 System Seniority Agreement or its intent. Those guidelines have become relaxed to such an extent that employes are bidding from one job to another job, that are on separate districts and according to Brother Clayton's interpretation, there is no provision in the agreement for an employe to bid on an advertised job. Again, the intent of the agreement was for a person to be able to move from his home board to another, but, doing so only under certain conditions/guidelines. Further, requiring him to remain in that service for a period of not less than thirty (30) days. Once that employe has been placed in that service, he/she is entitled to all the conditions at that location as though it was his/her home board with the exception of conductors rights as per the agreement.

All Local Chairmen

Page 2

May 11, 1987

This agreement gave all employes, both present and future, much greater work opportunities and flexibility of their work choices and created inequities in other areas.

Therefore, it is tantamount that we, as representatives, ensure that the intent of the agreement is followed to ensure that all employes, both younger and older in seniority are treated fairly and equitably.

Also, attached is Brother Clayton's letter with the necessary revisions to reflect the intent of the agreement and the conditions under which an employe may voluntarily move.

With kind regards, I remain

Fraternally yours,

S. B. Rudel
General Chairman

SBR/ew

Encls.

cc: All Secretaries

- 166b -

F.O. Box 397
Bonham, Texas 75418

June 12, 1974

LOCAL CHAIRMEN

United Transportation Union
Texas and Pacific System and
Subsidiary Lines

Dear Sirs:

We have had numerous complaints of employees voluntarily moving from road to yard, yard to road or from one location to another location under the System Seniority Agreement. Therefore, I am reproducing below the proper manner employees may transfer from road to yard, from one road board to another road board, from one yard to another yard or from yard to road board:

- (a) When displaced from an assignment.
- (b) When he has placed a written request to the proper authority with copy to the local chairman for the next regular assignment his seniority will permit him to hold.
- (c) When the extra board at the point he desires to transfer is increased and he has placed a written request with copy to the proper authority and the local chairman affected." (Emphasis ours)

When voluntarily moving under these conditions, seniority permitting, he will be required to remain on the extra board or in the service to which he transferred for a period of not less than thirty (30) days.

There is no provision in the Agreement for a man to bid on an advertised job or to take a job because of not having access to the bulletin. This will only lead to a state of confusion and must not be permitted.

This does not affect the provisions under circumstances where an employee is furloughed and can hold neither regular assignment or extra board at the location where he is employed. Under these circumstances he is free to exercise his seniority at another location.

If any of you have any further complaints please advise.

Sincerely yours,



E.A. Clayton, Chairman,
United Transportation Union - T.

AC:fh
open #277
cc: Secretaries

"P. O. Box 397
"Bonham, Texas 75418

"June 12, 1976

* May 11, 1987

"LOCAL CHAIRMEN
United Transportation Union - T
Texas and Pacific System and
Subsidiary Lines

"Dear Sirs:

"We have had numerous complaints of employees voluntarily moving from road to yard, yard to road or from one location to another location under the System Seniority Agreement. Therefore, I am reproducing below the proper manner employees may transfer from road to yard, from one road board to another road board, from one yard to another yard or from yard to road board.

- ' (a) When displaced from an assignment.
- ' (b) *When he has placed a ~~written~~ request to the proper authority with copy to the local chairman for the next regular assignment his seniority will permit him to hold.

*A request will not be considered to include any jobs under bulletin at the time the request is made.

- ' (c) *When the extra board at the point he desires to transfer is increased and he has placed a ~~written~~ request with copy to the proper authority. and the local chairman affected!
(Emphasis ours)

"When voluntarily moving under these conditions, seniority permitting, he will be required to remain on the extra board or in the service to which he transferred for a period of not less than thirty (30) days.

"There is no provision in the Agreement for a man to bid on an advertised job or to take a job because of not having access to the bulletin. This will only lead to a state of confusion and must not be permitted.

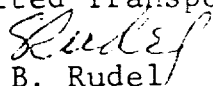
"This does not affect the provisions under circumstances where an employee is furloughed and can hold neither regular assignment or extra board at the location where he is employed. Under these circumstances he is free to exercise his seniority at another location.

"If any of you have any further complaints please advise.

"Sincerely yours,

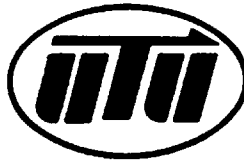
/s/ E. A. Clayton

E. A. Clayton, Chairman
United Transportation Union -T."


S. B. Rudel
General Chairman

EAC: fh
opeiu #277
cc: Secretaries
*Revised

S. B. Rudel
Chairman
D. R. Anthony
Secretary



E. J. Miller
J. E. Belt
M. R. Haughton
Vice Chairmen

united transportation union

General Committee of Adjustment Representing Yardmen, Trainmen and Conductors
Union Pacific Railroad (T&P)
137 Sheffield, Fort Worth, Texas 76134

October 28, 1987

All Local Chairmen - Members
General Committee of Adjustment
United Transportation Union Union
Pacific System (T&P)

Dear Sirs and Brothers:

Please refer to my letter of August 14, 1987, with ballots attached, requesting that you vote For or Against changing the wording of the 1972 System Seniority Agreement, Section 4, paragraph 2(b), page 138 of the Agreement Book, to the extent that a request is considered the same as a bid.

Eighteen (18) ballots were mailed, of which seventeen (17) were returned with the following results:

- 9 - FOR changing the 1972 System Seniority Agreement to the extent that a request is considered the same as a bid.
- 8 - AGAINST changing the 1972 System Seniority Agreement to the extent that a request is considered the same as a bid.
- 1 - NO VOTE

Individual votes are noted on the attached talley sheet.

In accordance with the majority vote of the Committee members, effective November 10, 1987, all advertised vacancies will be assigned to the senior bidder in accordance with his/her seniority as provided by said Agreement and other Agreements in regards to seniority regardless of the board/location the bidder is occupying as further defined below.

Therefore, to ensure that there is a proper understanding, an employee may transfer from road to yard, from one road board to another road board, from one yard to another yard or from yard to road as follows:

- (a) When displaced from an assignment.

All Local Chairmen
Page 2
October 28, 1987

- (b) When he/she has placed a bid to the proper authority for an advertised vacancy his/her seniority will permit him/her to hold.
- (c) When the extra board at the point he/she desires to transfer is increased and he/she has placed a bid/request to the proper authority.

When voluntarily moving under these conditions, seniority permitting, he/she will be required to remain on the extra board or in the service to which he/she transferred for a period of not less than thirty (30) days, i.e., must remain on that seniority district (board).

There shall be no provisions for a person to take a job because of not having access to a bulletin on another board at another location other than the one occupied.

This does not affect the provisions under circumstances where an employee is furloughed and can hold neither regular assignment or extra board at the location where he/she is employed. Under these circumstances he/she is free to exercise his/her seniority at another location, seniority permitting.

If there are any questions in regards to the above please advise this office.

Please post on the bulletin boards so that the membership may be apprised of this change in the filling of vacancies.

With kind regards, I remain

Fraternally yours,

/s/

S. B. Rudel General
Chairman

SBR/ew

Encls.

cc: All Secretaries

- 166f -

MEMORANDUM AGREEMENT, January 28, 1986, 106.2(A13):

Pursuant to Article XIII - Firemen, Section 4 of the UTU National Agreement dated October 31, 1985, it is agreed:

1. Trainmen who established seniority prior to November 1, 1985, will be governed by the provisions of existing rules applicable to the territory in which they hold their seniority with respect to promotion to conductor/foreman and will not be required to accept promotion to engine services.
2. Trainmen who establish seniority on or after November 1, 1985, except for those firemen who establish trainmen/yardmen seniority pursuant to Article XIII, Section 2, of the UTU National Agreement dated October 31, 1985, and Implementing Agreement between the parties hereto dated January 28, 1986, must accept promotion to conductor in proper turn in accordance with the Agreement which became effective June 30, 1981.
3. Trainmen/yardmen who establish seniority on or after November 1, 1985, (except as provided in paragraph 2, above) will be selected for engineer service in accordance with Section 3 of Article XIII of the UTU National Agreement dated October 31, 1985. However, if a sufficient number of trainmen/yardmen (including those promoted to conductor) do not make application for engine service to meet the Carrier's needs, such needs will be met by requiring trainmen/ yardmen (including promoted conductors) who establish seniority on or after November 1, 1985, (except as provided in paragraph 2 above) to take engine service assignments (in reverse seniority order) or forfeit seniority in train and yard service.
4. Firemen who have established seniority as such, prior to November 1, 1985, and trainmen/yardmen who are selected for engine service pursuant to Article XIII of the UTU National Agreement dated October 31, 1985, as implemented by this agreement, will be required to accept training and promotion to locomotive engineer pursuant to the provision of the UTU National Training Agreement dated July 19, 1972.
5. If the carrier's needs for engine service employees are not met during a period when there are not sufficient trainmen/yardmen (including promoted conductors) in service with a seniority date on or after November 1, 1985, who must accept promotion to engine service or forfeit seniority in train and yard service, the Carrier may hire qualified engineers or

train others for engine service.

6. An employee who has established seniority as conductor (foreman), trainman (brakeman-yardman), (but without seniority as a locomotive fireman) who is selected for engine service shall retain his seniority standing and all other rights in train and/or yard service. However, such employee shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper.

MEMORANDUM AGREEMENT, January 28, 1986:

Pursuant to Article XIII Firemen, Section 2 of the UTU National Agreement dated October 31, 1985, it is agreed:

Article I. Firemen who have not established trainmen seniority as trainmen/yardmen will be placed at the bottom of the seniority roster for trainmen/yardmen for the seniority district which encompasses the seniority district where they hold seniority as firemen with a seniority date of January 29, 1986, in the manner setforth below:

1. If the existing firemen district encompasses more than one trainmen/yardmen seniority district, they will be placed on all trainmen/yardmen seniority districts which includes the territory included in their firemen seniority district.

2. If the existing trainmen/yardmen seniority district encompasses more than one firemen seniority district, the affected firemen seniority districts will be dovetailed together and placed at the bottom of the trainmen/yardmen seniority district.

3. If there are any firemen with identical seniority dates as firemen on separate firemen seniority rosters, they will be placed on the appropriate trainmen/ yardmen's seniority roster on the basis of their attained age.

4. They will be placed on the appropriate trainmen/ yardmen seniority roster in the same relative standing they held on the firemen's rosters.

Article II. Firemen who establish seniority as trainman/yardman, pursuant to Article XIII, Section 2, of the National UTU Agreement dated October 31, 1985, and this Implementing Agreement will not be subject to Section 4(2) of

Article XIII of the UTU National Agreement dated October 31, 1985, reading as follows:

"(2) Trainmen who establish seniority on or after November 1, 1985, must accept promotion to conductor/foreman in proper turn."

Article III. Firemen who establish seniority as provided herein as trainman/yardman will be allowed to relinquish herein such newly acquired seniority provided they notify, in writing, the Director of Labor Relations and the UTU-T General Chairman having jurisdiction in the territory in which they acquire seniority as trainman/ yardman provided they do so within ninety (90) days following the date of this agreement.

Article IV. On or after November 1, 1985, any person establishing seniority in engine service without first establishing seniority as trainman will establish a seniority date as trainman/yardman on the date he or she establishes seniority in engine service.

Article V. Firemen establishing seniority as trainman/yardman under Article XIII of the UTU National Agreement dated October 31, 1985, and this implementing agreement shall be permitted to exercise such rights only in the event he or she is unable to hold any position or assignment in engine service as engineer, fireman on a designated position in passenger service, hostler or hostler helper, and such employee shall not, by such placement, be given any "present or protected employee" rights under present crew consist agreements or any negotiated in the future.

Abolishing Last Yard Assignment

Superseded by 1964 N.A. Section 2 of 64 N.A.

MEMORANDUM OF AGREEMENT, December 10, 1954, File T-22918 (NMB 4608):

Amending Memorandum of Agreement of February 16, 1948, File T-22918, in accordance with the following:

The last remaining yard assignment in a particular yard may be abolished where yard work has decreased to the extent of less than four (4) hours per day, with the understanding that should the requirements of yard work increase to the extent where there are four (4) hours or more work per day, the assignment will be re-established.

In determining the amount of work under this Agreement, it will be arrived at by a joint check covering a period of thirty (30) days. When either of the parties to this Agreement desires a joint check be made to determine the amount of yard work in any particular yard for the purpose of abolishing or re-establishing yard service, a notice will be served on the other parties to this Agreement and such parties will meet within ten (10) days and name their representative or representatives who will meet within five (5) days for the purpose of making the joint check.

The word "work" as referred to in this Agreement is to the effect that where road crews are performing the work, the time will be computed from the time of arrival at such point and engine coupled onto train, excluding any time in excess of twenty (20) minutes consumed in eating. Work, so far as yard crews are concerned, will be computed from the time yard crew is required to go on duty; and thereafter the time consumed in performing such yard work as may be required will be computed on a minute basis, including any delays encountered from the time a portion of the work is started until it is completed. The twenty (20) minute lunch period that is allowed crews in yard service will also be computed as work.

The representatives appointed by the parties will agree to make an actual physical check on the ground unless they agree to use the company's records in determining the amount of work being performed.

This Agreement will become effective as of the date of signatures and will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

MEMORANDUM OF UNDERSTANDING, December 10, 1954, T-22918 (NMB-4608):

So that there will be no misunderstanding in connection with the Memorandum of Agreement of this date, File T-22918, NMB Case A-4608, the following examples are set forth as being applicable in connection therewith:

Road Crews

Example A

Crew arrives point involved	1:00 p.m.;
Switches until	2:00 p.m.;
Goes to lunch	2:00 p.m. to 2:40 p.m.;
Switches	2:40 p.m. to 6:55 p.m.;
Engines on train	7:00 p.m.

Working time: 5 hours, 40 minutes.

Example B

Crew arrives point involved 10:00 a.m. ;
Switches until 12:00 Noon;
Held until 2:00 p.m. for tonnage
Switches 2:00 p.m. to 3:30 p.m. ;
Engine on train 3:35 p.m.

Working time: 3 hours, 35 minutes.

If meeting trains or letting trains by delays the actual work, such time will be counted; if the delay meeting trains is incurred after engine is back on train or after switching is completed, such time will not count.

Yard Crews

Example A

Yard crew reports for duty 8:00 a.m.; Agent, Yardmaster or other Carrier representative in charge advises at 8:05 a.m. no work to be performed until further advised and work is commenced at 9:00 a.m., working until 12:00 Noon; on the spot 12 Noon until 2:00 p.m. and works 2:00 p.m. until 4:00 p.m. - (20 minutes meal period).

Working time: 5 hours, 25 minutes

Example B

Engine on duty and begins work 8:00 a.m.; switches until 10:00 a.m.; on spot 10:00 a.m. until 1:00 p.m. Crew instructed to do a derail of work at a plant or industry at 1:00 p.m. ; arrives at the plant and man in charge requires crew to wait from 1:10 p.m. until 2:00 p.m. to start working; works 2:00 p.m. until 2:30 p.m., on spot 3:00 p.m. until 4:00 p.m. (20 minutes meal period).

Working time: 4 hours, no minutes

* * * * *

ROAD - YARD MOVEMENTS

COMBINATION ROAD-YARD , Article V, National Agreement June 25, 1964:

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a point study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in Section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of Section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated Assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in

Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

ROAD-YARD MOVEMENTS - Article X - National Agreement August 25, 1978:

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

Section 1 - Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc: one straight pick up at another location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

Q-1: In what sequence may the additional one straight pick-up at the initial terminal and the additional one straight set-out at the final terminal be made?

A-1: In this respect the application is the same as the former rule.

NOVEMBER 1, 1991 NATIONAL AGREEMENT

ARTICLE VII - ROAD/YARD WORK

Section 1

(a) Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves - those previously allowed plus the new ones - may be any one of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.

(b) The switching allowances referred to in Article VIII, Section 1(d) of the October 31, 1985 Agreement shall continue with respect to employees whose seniority date in a craft covered by this Implementing Document precedes October 31, 1985 and such allowances are not subject to general or other wage increases.

(c) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

Section 2 - Protection

(a) Employees adversely affected by the provisions of Section 1 of this Article shall receive the protection afforded by Article I (except Section 4) of the New York Dock Protective Conditions (Appendix III, F.D. 28250).

(b) Where employees of terminal companies are affected by the additional relief granted carriers by the provisions of Section 1 of this Article, rosters shall be topped and bottomed on the appropriate roster of each owning line, maintaining prior rights. The carrier and employee representatives shall agree upon a method to top and bottom rosters, as provided above, to protect the seniority interests of affected terminal company employees.

Side Letter #10

This confirms our discussions with respect to Article VII - Road/Yard Work of this Implementing Document.

It is understood that, except as modified in Section 1(c) of Article VII, such Article does not change, alter or amend existing interpretations regarding over-the-road solid run-through train operations.

Illustrative Road/Yard Questions and Answers

Q1: A road crew at its final terminal delivers cars in interchange and picks up from the same foreign carrier before yarding his train. How many moves are involved?

A: Two, the delivery is one move and the pick up the second.

Q2: A road crew at its initial terminal is required to get its train from three tracks in the same location, where one track would have held the entire pick up. How many moves are involved?

A: One.

Q3: A road crew arrives at its final terminal with four blocks of cars all for foreign carriers. How many deliveries may the road crew make?

A: Three in addition to yarding their train at final terminal.

Q4: What is meant by "multiple tracks"?

A: "Multiple tracks" are more tracks than the minimum number required to hold the cars in question.

Q5: A road crew at its final terminal picks up twenty cars at Yard A, delivers 40 different cars to a foreign carrier then yards its train including the twenty cars picked up at Yard A on multiple tracks in Yard B. How many moves have been made?

A: Three.

Q6: Can a road crew set out in its final terminal and thereafter effect an interchange?

A: Yes.

Q7: Can a road crew (other than an over-the-road solid run through train) when making an interchange delivery or setting out at other than its final yard use multiple tracks to effectuate the move?

A: No. The application of the multiple track move is limited to where the road crew receives its train at the initial terminal and yards its train at the final terminal.

Q8: Railroad A has Railroad B do its switching at City X. What may Railroad A's road crews do at City X?

A: Railroad A's crews may do the same things as any other road crews.

Q9: A road crew at its initial terminal is required to get its train from three tracks because three tracks were required to hold the entire train. Is this considered a move?

A: No. This is a proper double over and does not count as one of the three additional moves permitted.

Q10: The carrier chooses to have a road crew get or leave its train on multiple tracks where a minimum number of tracks were available to hold the train and could have been used. Does this constitute a move so as to permit the road crew two additional moves at the initial or final terminal yard?

A: Yes. The use of multiple tracks is one of the allowable moves.

At the initial terminal, after picking up train and commencing outbound trip, the road crew may be required to make one additional straight pick-up at another location within the limits of its initial terminal in connection with its own train.

At the final terminal the road crew may be required to make one straight set-out at another location within the limits of the final terminal before the final yarding of its train.

* * * * *

Q-2: Does the term "another location" include another yard track in the yard in which the train is made up or is finally yarded?

A-2: No.

* * * * *

Q-3: Does the term "another location" as used in this Article X refer to any other location within the present yard limits?

A-3: Yes, provided the "location" is in an area where the road crew has seniority rights to work.

* * * * *

Q-4: Did the language change from "another yard" to "another location" allow the carrier the right to require road crews to make one straight pick up or set out at another location if this requires the crew to operate off-district and on another seniority district?

A-4: No, unless the carrier had the previous right to require such road crews to set out or pick up at "another yard" located off-district and on another seniority district.

* * * * *

Q-5: If arbitraries were paid subsequent to the January 27, 1972 Agreement because the location where the pick ups and set outs were made was not "another yard" and the pick ups and set outs are still made in the same spot, are the arbitraries still applicable?

A-5: If the spot (location) as referred to above is within the initial and/or final terminal and the arbitrary was paid solely because the spot was not "another yard", the arbitrary would no longer apply.

* * * * *

Q-6: Does "another location" as used in this rule, include interchange to or from another carrier when such set out and/or pick up had not previously been the practice?

A-6: This revision of the January 27, 1972 rule makes no change with respect to what cars may be picked up or set out, interchange, or otherwise. It merely substituted the words "another location" for "another yard".

* * * * *

Q-7: Under Section 1 of Article X, does one straight pick up at another location in the initial terminal and one straight pick up at an intermediate point between terminals mean that the cars must be first out coupled together on the track on which the pick up is located?

A-7: The national rule did not change the rules and practices in effect on the individual properties as to what constitutes a straight pick up.

* * * * *

Q-8: Under the road/yard provisions of Article IX of the January 27, 1972 UTU National Agreement, as amended by Article X of the August 25, 1978 UTU National Agreement, is it permissible to have a road crew make a set-out on an interchange track in their final terminal prior to yarding their train, or make a pick-up from an interchange track at the initial terminal after commencing the road trip?

A-8: Yes.

* * * * *

Q-9: Carrier instructions place restrictions on the location of certain type cars within the train's consist. If trains are improperly made up by yard crews, road crews are instructed to switch out the cars or rearrange the cars in order to comply with the restrictions. Can these cars be considered "bad order" under the rule so as to require this work of road crews without additional compensation?

A-9: Cars that need to be placed in certain locations of the train and are not otherwise defective are not considered "bad order" for purposes of this rule.

* * * * *

Q-10: Is the Carrier correct in contending that the amendment to Article IX, Section 1, of the January 27, 1972 National Agreement providing for one straight pick up and/or set out at intermediate points enroute is nullified by the savings clause contained in Section 2 stating, "Nothing in this section ... imposes restrictions... where restrictions did not exist prior to... this agreement" thus permitting the Carrier to require road crews to perform other than straight pick ups and/or set outs at intermediate points?

A-10: No. The savings clause in Article X of the 1978 National Agreement carried forward from Article IX, Section 1, of the 1972 National Agreement was intended to preserve a carrier's rights under local rules and practices; however, its inclusion in the 1978 National Agreement was not intended to preserve any provisions of the 1972 National Agreement which were modified by the 1978 National Agreement.

* * * * *

COMBINATION ROAD-YARD SERVICE ZONES, Article XI, National Agreement
August 25, 1978:

Section 1. - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

(c) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.

(d) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

Section 2 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(a) Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits.

(c) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.

(d) This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representatives within fifteen (15) days after the date of this agreement.

Section 3 - Time consumed by yard crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.

	<u>Yard Limits Mile Post-Pole</u>	<u>10 Mile Limit Mile Post-Pole</u>	<u>15 Mile Limit Mile Post-Pole</u>
El Paso	851	841	836
Odessa	567-33 to 576-17	E 557-33 W 586-17	E 552-33 W 591-17
Big Spring	507-27 to 517-00	E 497-27 W 527-00	E 492-27 W 532-00
Sweetwater	444-10 to 449-24	E 434-10 W 459-24	E 429-10 W 464-24
Abilene	403-15 to 410-20	E 393-15 W 420-20	E 388-15 W 425-20
Fort Worth E-W	243-00 to 252-00	E 233-00 W 262-00	E 228-00 W 267-00
Fort Worth N-S	237-00 to 764-9	N 227-00 S 774-9	N 222-00 S 779-9
Dallas	205-15 to 220-15	E 195-15 W 230-15	E 190-15 W 235-15
Longview E-W	88-5 to 96-2	E 78-5 W 106-2	E 73-5 W 111-2
Longview S	79-9	S 69-9	S 64-9
Marshall La.	347-5	La 337-5	La 332-5
Marshall E-W	64-6 to 69-6	E 54-6 W 79-6	E 49-6 W 84-6
Texarkana W	2-9	W 12-9	W 17-9
Texarkana S	3-6	S 13-6	S 18-6
Texarkana N	487	N 477	N 472
Shreveport	310-6 to 317-9	E 300-6 W 327-9	E 295-6 W 332-6
Addis N-S	91-4 to 81-3	N 101-4 S 71-3	N 106-4 S 66-3
Avondale N	17	N 27	N 32
Anchorage N KCS	764 to 620-2	N 774-4 W 630-2	N 769-4 W 625-2
Alexandria E-W	189-8 to 196-5	E 179-8 W 206-5	E 174-8 W 211-5
Alexandria N	596-2 to 603-25	N 586-2 S 613-25	N 581-2 S 618-25
Brownsville N	3-0	13-0	18-0
San Ant. CC Sub.	5-5	13-5	20-5
Corpus Christi	140-17	130-17	125-17
Houston, Trinity Sub.	144-0	154-0	159-0
Palestine, Trin. Sub.	2-0	12-0	17-0
Palestine, Lview Sub.	2-0	12-0	17-0
Palestine, Aust. Sub.	3-20	13-20	18-20
San Ant., Austin Sub.	255-10 to 267	N 245-10 S 277	N 240-10 S 282
Laredo	406-2	396-2	391-2
N - North			
S - South			
E - East			
N - West			
La. - Louisiana			

(NOTE: The foregoing 10/15 mile limits are not established by agreement and are reproduced herein as information only.)

Agreed-to Questions and Answers:

Section 1 - First Paragraph

"At points where yard crews are employed, combination road-yard service zones may be established with which yard (engine) crews may be used to perform specified service outside of switching limits under the following conditions:"

- Q-1: Does the carrier have the sole right to establish the combination road-yard service zones?
- A-1: Yes.
- Q-2: Should the carrier notify the General Chairman in writing when and where it establishes each combination road-yard service zone?
- A-2: Yes; such notification will include the specific limits of the zones.
- Q-3: Does the term "switching limits" as used in the first paragraph to Section 1 mean the switching limits established or recognized for general switching purposes?
- A-3: Yes. It is not intended that the combination road-yard service zones can be measured from points outside the general switching limits where yard crews may be operated under special or limited circumstances.
- Q-4: What is the meaning of the term "at points where yard crews are employed"?
- A-4: It has the same meaning and should be applied in the same manner as under Article V of the National Agreement of May 13, 1971 with the BLE and Article IX of the National Agreement of January 27, 1972 with the UTU.
- Q-5: Can employees of a carrier who may be restricted from performing road service on that carrier be used to perform service under Section 1?
- A-5: This is a matter to be determined on a local basis in accordance with existing agreements, rules or practices.
- Q-6: Can the carrier require a yard crew from one seniority district to meet the service requirements of a customer if such customer is located in road territory in another seniority district on that carrier within the combination road-yard service zone?

A-6: Yard crews within the limits of the rule can substitute for road crews provided the yard crews can be used in such road territory pursuant to provisions of existing national agreements under which yard crews may be used outside switching limits to perform service for new industries. However, it is not intended that a yard crew from one seniority district be substituted for a yard crew in another seniority district.

Section 1(a);

"Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise."

Q-1: After a carrier establishes a combination road-yard service zone, will a subsequent extension of switching limits under existing agreements establish a new point for determining road-yard service zones?

A-1: No. Combination road-yard service zones are measured from the switching limits that existed as of the date of the agreement.

Q-2: Can a carrier establish combination road-yard service zones under Section 1(a) which may extend into or overlap one another?

A-2: Yes. The road-yard service zones is determined or measured from the switching limits existing on the date of the agreement for each point where yard crews are employed.

Q-3: (a) Is it permissible for a yard crew to leave its own switching limits to travel over road territory and enter the switching limits of another point where yard crews are employed to perform work at or beyond that point?

A-3: (b) Does the distance limitation apply from the switching limits of its own point to the switching limits of the second point?

(a) No.

(b) Yes.

Q-4: Is there any directional restriction in the determination or measurement of the road-yard service zones under Section 1(a)?

A-4: No. The road-yard service zones under Section 1(a) can be established beyond existing switching limits in any direction.

Q-5: May a yard crew from one point where yard crews are employed be used to perform service under Section 1 at another point where one yard crew is employed and such service is to be performed within the second 12-hour period referred to in Article V, Combination Road-Yard Service Zones, Section 5 of the National Agreement of June 25, 1964?

A-5: No.

Section 1(b):

"Within Road-Yard Service Zones, yard (engine) crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard (engine) crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard (engine) crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work."

Q-1: Can a yard crew performing service under Section 2 be required to perform work other than that which is specified in Section 1 if such other work could have been required by a road crew prior to the adoption of Section 1?

A-1: No. The use of yard crews under Section 1 is limited to the service specifically provided for in paragraph (b) thereof.

Q-2: A short turnaround road local is regularly assigned six days a week to service an industry two miles outside switching limits. Usually the work is completed in less than eight hours, but on occasion makes a second trip to the industry which results in overtime to the

road crew. May the carrier use a yard crew to perform the second trip to eliminate overtime even though the road crew was available and could easily perform the service within the Hours of Service Law?

A-2: If the short turnaround local was otherwise available, a yard crew could not be used solely to avoid overtime for the road crew; however, if such use would result in the commencement of a new day, the carrier has the option to use either the road crew or the yard crew. The service to be performed must meet the criteria outlined in Section 1(b).

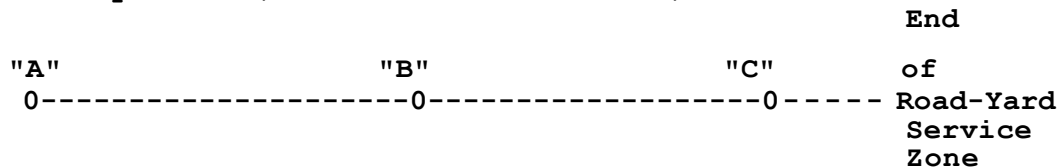
Q-3: In application of Section 1(b), may a yard crew be sent from Point "A" to Point "B" (less than 10 miles from switching limits to Point "A") to service a refinery on the rest days of a regularly assigned yard crew if the work it will perform had been previously performed exclusively by extra yard crews called to report at that point for that specific purpose?

A-3: No.

Q-4: May a yard crew be sent from Point "A" to a refinery at Point "B" (not yard territory) solely for the purpose of performing a switching service of cars already located at that industry, without making a delivery of traffic from Point "A" or making a movement of cars from Point "B" to Point "A"?

A-4: Yes, provided that the service to be performed meets the criteria set forth in the rule.

Q-5: May the yard crew in the above example be sent eastward from Point "A" to switch at Point "B" (which is 5 miles from the switching limits of Point "A"). then move cars picked up there to Point "C" (which is also within the established road-yard service zone) for delivery there? (see illustration below.)



A-5: Yes, if all the service to be performed meets the criteria set forth in the rule.

Q-6: If the switching limits of Point "A" are less than ten miles from the switching limits of Point "B" with yard crews employed at both points, may a yard crew be sent from Point "A" to Point "B" for industrial switching

purposes if a yard crew is or is not on duty at the time?

A-6: No - the yard crew from Point "A" would be substituting for a yard crew at Point "B".

Q-7: May a yard crew performing service under Section 1 be used to perform service under section 2 before returning to the yard? If so, how is the crew to be compensated?

A-7: Yes. The crew would be compensated for all time outside switching limits the same as though all the service outside switching limits had been performed under section 2.

NOTE: If necessary to leave yard engine in road-yard service zone, time will be continuous if yard crew returns to bring yard engine to yard. If another yard crew is used to bring yard engine in, that service will be performed under Section 2 and compensated accordingly.

Q-8. Can the carrier be considered a customer under Section 1 in order to send yard crews to an industry to expedite the movement of cars solely for the convenience of the carrier?

A-8: The word "customer", as used in Section 1, was not meant to apply to the carrier.

Section 1(c):

"The use of yard (engine) crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones."

Q-1: An industry located outside existing switching limits has heretofore been serviced by road crews. Does this rule contemplate the abolishment of such road assignments so that all work is to be performed by yard crews?

A-1: No Section 1(c) specifically provides that the use of yard crews in road-yard service zones may not be used to reduce or eliminate road crew assignments working within such zones.

Section 2 - First Paragraph

"At points where yard crews are employed, combination road-yard service zones may be established within which yard (engine) crews may be used to perform specified service outside of switching limits under the following conditions:"

Q-1: When a carrier elects to adopt this Section 2 in lieu of retaining existing rules or practices and establishes a combination road-yard service zone, can the carrier utilize another road crew to handle disabled road trains or trains tied up under the Hours of Service Act within the combination road-yard service zone?

A-1: Yes. The carrier has the option to use either road or yard crews.

Q-2: Under Section 2, does the carrier have the sole right to establish combination road-yard service zones?

A-2: Yes.

Q-3: Under Section 2, can a yard crew assigned at a point other than the initial and final terminals of the assignment of the road train which is disabled or the road train which is tied up under the Hours of Service Act, be used to handle such road trains?

A-3: No.

Q-4: Does the term "switching limits" as used in the first paragraph to Section 2 mean the switching limits established or recognized for general switching purposes?

A-4: Yes. It is not intended that the combination road-yard service zones can be measured from points outside the general switching limits where yard crews may be operated under special or limited circumstances.

Q-5: When a train is disabled or tied up under the Hours of Service Act within the 15-mile zone and no yard crews are on duty, should a road crew be called to handle the train?

A-5: The carrier has the option to use either road or yard crews inasmuch as the rule does not affect the carrier's right to use road crews in accordance with existing rules or practices whether or not yard crews are on duty.

Q-6: Where restrictions now exist on a property that prohibit the use of yard crews going outside the assigned

territory of their assignment, does this rule give the Carrier the right to use such yard crews to perform the service under Section 2?

A-6: Yes.

Q-7: Under Section 2, may yard crews of a carrier from one seniority district be required to handle disabled trains or trains tied up under the Hours of Service Act which are manned by road crews from another seniority district of that Carrier?

A-7: Yes, provided disabled road trains and trains tied up under the Hours of Service Act could have been handled by yard crews from another seniority district within the general switching limits which existed immediately prior to the 1978 national agreements for the terminal involved.

Q-8: Can yard crews of one carrier operating within a consolidated yard or terminal be required to handle disabled trains and trains tied up under the Hours of Service Act which are manned by road crews of another carrier?

A-8: Yes, subject to the provisions of the agreement governing the operations of the consolidated terminal.

Section 2(a):

"Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise."

Q-1: If the carrier extends switching limits after it has established combination road-yard service zones, will the extended switching limits establish a new fifteen (15) mile combination road-yard service zone?

A-1: No. Combination road-yard service zones are measured from the switching limits that existed as of the date of the agreement.

Q-2: Can a carrier require a yard crew to perform service under Section 2 if the crew is not qualified to perform road service?

- A-2: This is a matter to be determined on a local basis in accordance with existing agreements, rules or practices.
- Q-3: When does a road train crew become "tied up under the Hours of Service Act" for purposes of Section 2?
- A-3: When the crew of the road train is relieved and compensated under existing agreements or practices applicable to crews being relieved for purposes of the Hours of Service Act.
- Q-4: (a) Does Paragraph (a) of this Section 2 apply only to trains that are disabled or tied up under the Hours of Service Act?
- (b) If so, can yard crews be used in lieu of road crews?
- A-4: (a) Yes.
- (b) Yes. The carrier has the option to use either yard or road crews.
- Q-5: The distance between the switching limits of the final terminal and the switching limits of an adjacent intermediate terminal is less than 15 miles. Under such circumstances, may a yard crew from the final terminal of the run be used beyond the switching limits of an adjacent intermediate terminal of the carrier to handle a disabled train or a train tied up under the Hours of Service Act?
- A-5: Yes, for the reason that the yard crew would be substituting for the road crew.
- Q-6: In the performance of service permitted under Section 2, may a yard crew be sent eastward from Point "A", which is not the terminal of a disabled road train, to a junction point with another line at Point "B", then southward on the other line to Point "C" to pick up the road freight, then travel northward through to the road train's final terminal at Point "D" then return to its own reporting point, Point "A"?
- A-6: No. "A" is not the initial or final terminal for the crew of the disabled train.
- Q-7: May a road crew be sent a distance greater than fifteen miles from its switching limits to move a disabled road train to its final terminal if the disabled train is within fifteen miles of its own final terminal?

A-7: The rule does not affect the carrier's right to use road crews in accordance with existing rules or practices whether or not yard crews are on duty.

Q-8: Does the fifteen-mile limitation apply to the switching limits of the road train's final terminal, even though there are no tracks at that point on which the train could be disposed of, and the yard at which the road train normally terminates is six miles within the switching limits of the terminal?

A-8: Yes. The 15-mile limitation is measured from the existing switching limits of the terminal and not from the point where the train is yarded.

Section 2(b):

"Within Road-Yard Service Zones, yard (engine) crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard (engine) crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements required payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits."

Q-1: If a yard crew is called outside of prescribed starting times for the purpose of handling a disabled train or a train tied up under the Hours of Service Act, how are they compensated?

A-1: This provision does not change the application of the yard starting time rules.

Q-2: Do the provisions of Section 2 have any application at intermediate terminals?

A-2: No.

Q-3: May a yard crew from an intermediate point be used to handle a train disabled or tied up under the Hours of Service Law to the final terminal of the assignment where no yard crews are assigned so long as they are within the 15 miles?

A-3: No.

- Q-4: If a train is disabled or tied up under the Hours of Service Act at a point within the 15-mile limit of the final terminal, and there is a point enroute where a yard crew is assigned, can the carrier direct a yard crew from this point to handle the disabled or tied up train into the final terminal?
- A-4: No.
- Q-5: Are yard crews required to operate under train orders when dispatched to bring in a train tied up under the Hours of Service Law? For example, the road crew tied up had a train order to meet an opposing train within the 15-mile area, such area being in manual block or automatic block territory.
- A-5: Carrier's operating rules are controlling.
- Q-6: When a yard crew is transported by a highway vehicle to perform service under Section 2(b), when does the crew's time start?
- A-6: Where local rules or practices exist which encompass this situation, such rules or practices will apply. Otherwise time will be computed from when the crew leaves company property or from the time the trip begins if originating off company property.
- Q-7: When a yard crew is transported by highway vehicle to perform service under Section 2(b), where does the highway mileage begin and end?
- A-7: Where local rules or practices exist which encompass this situation, such rules or practices will apply. Otherwise rail miles outside switching limits will be used.
- Q-6: Are yard crews while on overtime on their regular assignment, and used to perform service outside switching limits under this rule, to be compensated for time consumed at the time and one-half rate for the class of service performed in addition to the regular yard rate?
- A-8: The parties are agreed that payment for combined service is to be treated the same as the emergency rule. Accordingly, the time in both services is combined to provide for payment at time and one-half for time in excess of eight hours.
- Q-9: Are yard men who have not passed the required conductor's promotion examination going to be required to copy train orders and be in charge of trains in the 15-mile zone?

- A-9: This is a matter to be determined on a local basis in accordance with existing agreements, rules or practices.
- Q-10: If a yard crew is transported by car or some other vehicle to perform service under Section 2, would they be entitled to deadhead pay?
- A-10: No.
- Q-11: A road crew within a road-yard service zone is relieved before the time of the crew has expired under the Hours of Service Law. May a yard crew be sent to bring this train into the terminal in accordance with Section 2?
- A-11: Yes, provided the road crew was properly relieved and compensated under existing rules pertaining to crews being relieved for purposes of the Hours of Service Act.
- Q-12: Given the same facts as above, except that the carrier believes that the time of the crew may expire under the Hours of Service Law before the train enters the terminal (owing to yard congestion, etc.), may the yard crew then handle the train into the terminal before the road crew's time actually expires?
- A-12: Yes, provided the road crew was properly relieved and compensated under existing rules pertaining to crews being relieved for purposes of the Hours of Service Act.
- Q-13: A derailment occurred in a road crew's train at an intermediate point, but within 15 miles of a yard crew's switching limits. There are no switching limits at the road crew's initial and final terminal. Under such circumstances does Section 2(b) permit the yard crew at the intermediate point to go outside the switching limits, but within 15 miles of switching limits to reraill a car?
- A-13: No. This rule has no application at intermediate points.
- Q-14: May a yard crew performing service under Section 1 be used to perform service under Section 2 before returning to the yard? If so, how is the crew to be compensated?
- A-14: Yes. The crew would be compensated for all time outside switching limits the same as though all the service outside switching limits had been performed under

Section 2.

NOTE: If necessary to leave yard engine in road-yard service zone, time will be continuous if yard crew returns to bring yard engine to yard. If another yard crew is used to bring yard engine in, that service will be performed under Section 2 and compensated accordingly.

Q-15: Within Road-Yard Service Zones when a yard crew is used to handle disabled road trains or those tied up under the Hours of Service Act, may such yard crew be required to set out a bad order car or cars from the road train to be handled prior to bringing the train into the final terminal?

A-15: Yard crews may be required, without additional payment, to set out a bad order car or cars damaged to the extent or whose condition is such that it would or could interfere in the safe handling of the train into the final terminal.

Q-16: A road train neither disabled nor tied up under the Hours of Service Act, but which cannot be brought into its final terminal because of yard congestion or other reasons, is left on the main line or laced on a siding within the road-yard service zone by the road crew, who then complete their trip into the final terminal with their engine or engine and caboose.

Under the above circumstances, may a yard crew be used to handle these cars into the final terminal of the road crew?

A-16: No, the use of a yard crew under such circumstances is not permissible under Section 2(b).

Q-17: What constitutes a "disabled train"?

A-17: Typically a disabled train is one which cannot reach the terminal unassisted. However, unusual situations involving "disabled trains" should be dealt with on a case by case basis.

Q-18: What is the intent of the parenthetical phrase "(except where existing agreements require payment at yard rates)" as contained in Section 2(b)?

A-18: The intent of the parenthetical phrase is indicated in the following examples:

Example No. 1

Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service where road crews are available except in cases of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is greater, with a minimum of one hour for the class of service performed in addition to their regular yard pay and without any deduction therefrom for the time consumed in said service.

Example No. 2

Where regularly assigned to perform service within switching limits, yardmen will not be used in road service when road crews are available, except in case of emergency. When yardmen are used in road service under emergency conditions, they shall be paid miles or hours, whichever is greater, with a minimum of one (1) hour at yard rates, in addition to their regular yard pay and without any deduction therefrom for the time consumed in road service.

Example No. 3

Where regularly assigned to perform service within switching limits, yard crews used outside of switching limits to perform road service shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour at yard rates, in addition to their regular yard pay and without any deduction therefrom for the time consumed in road service.

NOTE: This example would only have application in absence of a rule such as shown under Examples No. 1 and 2.

Inasmuch as the rule in effect in Example No. 1 does not require payment at the yard rate, the parenthetical exception is not applicable. Conversely, the parenthetical exception is applicable in Examples No. 2 and 3, as these rules do require payment at yard rates.

Q-19: When a yard crew is dispatched to handle a road train under the provisions of Section 2, may such crew be required while outside its switching limits to pick up, set out, or to perform any road switching that was to be performed by the road crew?

A-19: No. The yard crew while in road territory is limited to handling necessary to move the train in road terri-

tory into its initial or final terminal.

Q-20: When a yard crew is dispatched to handle a road train under the provisions of Section 2, is such crew entitled to additional payments under other existing rules such as engine exchanges?

A-20: No. The service permitted by Section 2 is limited to handling the train in road territory into its initial or final terminal. Likewise, the payment, so long as the work is necessary to perform the service permitted by the rule, is confined to that provided for in Section 2(b). However, there may be arbitrary payments under applicable road service rules for additional service during the road handling of the train after the yard crew takes charge of the train.

Q-21: A road train within the 15-mile Road-Yard service Zone is tied up on the main line track under the Hours of Service Act. Because of yard congestion or for other valid reasons, it is not possible to yard the train, but it is necessary to clear the main track for other train movements. Under the above circumstances, may a yard crew be used to clear the main track by placing the tied up train intact on a siding within the Service Zone, including any necessary cutting of crossings and then subsequently use a second yard crew to bring the train on into the terminal?

A-21: Yes, under circumstances as outlined above.

Section 3:

"Time consumed by yard (engine) crews in Road-Yard Service zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees."

Q-1: Under Section 3, would this eliminate the equalization of miles as between road and yard service crews referred to in Section 2 of Article VI of the January 27, 1972 UTU Agreement and paragraph (b) of Article III of the May 13, 1971 BLE Agreement?

A-1: No. Section 3 applies only to the service prescribed by that Article whereas Section 2 of Article VI of the January 27, 1972 UTU Agreement and paragraph (b) of Article III of the May 13, 1971 BLE Agreement operate independently and continue to apply to the service provided for in those Articles.

Section 2(b) - Questions and Answers, continued:

Q-22: The following rule is in effect on carrier "A":

"When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any locomotive used shall be paid for the entire day or trip."

On such carrier or other carriers where similar rules are in effect does the highest rate based on weight on drivers apply to the entire tour of duty, including the additional payment under Section 2, when two or more locomotive consists of different weight on drivers are used?

A-22: Yes. (Due to the long-standing pendency of this dispute, this interpretation is applicable to claims arising on or after March 1, 1983.)

Q-23: A road train has excessive tonnage which prevents it from operating over a grade. Although there is a side track where the road crew could double a portion of their train and enable them to negotiate the grad without assistance, is it permissible for the carrier to operate a yard crew out to assist the stalled train on the basis that they would be assisting a disabled train?

A-23: No.

Q-24: A road crew has sufficient power to operate over the terrain but experiences problems with a diesel unit. This in turn causes the road train to stall. Rather than having the road crew double into a siding, is it permissible for the carrier to operate a yard crew out to assist the train over a grade on the basis that they would be assisting a disabled train?

A-24: Yes.

Q-25: A road crew at a point within the 15 mile zone experiences a draw bar failure on the wrong end of the car. The road crew handles the head end portion of the train into the terminal (a definite terminal) where yard engines are employed and on duty. Is it permissible for the carrier to utilize the services of a yard crew to pull in the rear end of the separated road train on the basis that the move involves a disabled train?

A-25: Yes, under these specific circumstances.

MEMORANDUM OF AGREEMENT, September 11, 1948, T-20187 at al:

The Memorandum of Agreement of March 11, 1948 under the above files is cancelled; and in lieu thereof the following agreement, effective as of today, will apply:

It is not the desire of the employees to inhibit the operation in the movement of merchandise, livestock and/or perishable cars from points where yard crews are maintained but not in continuous service or where such cars are not ready for movement out or do not arrive prior to the time the yard engine ties up.

Road crews may be required, during the hours no yard engine is on duty, to make a pick up of merchandise, livestock, or perishable cars not lined up with the other cars to be picked up from other tracks, provided the merchandise, livestock, or perishable cars were not ready for movement in time to be lined up with other cars to be picked up prior to the time the yard engine went off duty; and may be required to set out from their pick-up one bad order or no-bill car lined up with the pick-up and not discovered until after the yard engine went off duty, or, in case yard engine is on duty, not discovered until after the road crew coupled onto the pick-up. (See August 25, 1978 National Agreement)

Road crews will not be required to make set out on more than one track unless two or more tracks are required to hold the set-out, except that during the hours no yard engine is on duty a road crew may be required to place cars of merchandise, livestock, or perishable, which will be considered station switching, and the crew will be compensated in accordance with the conversion rules of the respective agreements. (See August 25, 1978 National Agreement)

The two preceding paragraphs are interpreted to mean cars handled in or out of their train.

It is understood a road crew will not be required to make more than three switches other than his straight set-out or pick-up in any one yard.

EXCEPTION: Abilene...in the extended yard limit area of Abilene as provided for in Memorandum of Agreement of even date (T-23399), road crews may make a straight pick up. When road crews are required to perform any other work in this extended area, which will be confined to cars handled in or out in their trains including livestock or livestock cars, they will be allowed local rates for the trip unless entitled to greater compensation under other provisions of this Agreement.

(At Abilene, during the time that the Abilene & Southern road crew is switching in Abilene Yard, they will be considered as a yard engine on duty.)

Road crews required to perform service in excess of that which is herein provided for shall be paid, on the basis of separate compensation, a minimum yard day on the yard basic daily rate, separate and apart from other payments earned.

If road crews are required to perform service in excess of that which is hereinabove excepted, the last yard crew going off duty at that point will be allowed actual time consumed by the road crew in performing the work, with a minimum of one hour at rate of last service performed.

MEMORANDUM OF AGREEMENT, Effective December 10, 1954, T-20187 (NMB Case No. 4600):

Amending the Memorandum of Agreement of September 11, 1948, File T-20187, et al, in accordance with the following:

It is agreed and understood that the Memorandum of Agreement of September 11, 1948, File T-20187, et al, presently applies only at the following points:

Addis
Abilene
Sweetwater
Odessa

The provisions of said Memorandum of Agreement will also apply at any other point where yard service is not now maintained, but is established or re-established in the future under applicable agreements.

ARTICLE VII - ROAD SWITCHERS, ETC.
National Agreement

- October 31, 1985

Section 1- Reduction in Work Week

(a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.

(b) The work days of five-day assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section 1(a) of this Arti-

cle. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).

(c) If the working days of an existing assignment as described in Section 1(a) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service after the date of this Agreement. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.

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

Section 2- New Road Switcher Agreements

(a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the interested general chairman or chairmen. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.

(b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation Board will be requested to name an arbitrator.

(c) The arbitrator shall render a decision within 30 days from the date he accepts appointment. The decision shall not deal with the right of the carrier to establish road switcher assignments (such right is recognized), but shall be restricted to enumerating the terms and conditions under which such assignments shall be compensated and operated.

(d) In determining the terms and conditions under which road switcher assignments shall be compensated and operated, the arbitrator will be guided by and confined to what are the prevailing features of other road switcher agreements found on Class I railroads, except that the five day yard rate shall apply to any assignment established under this Section.

LETTER AGREEMENT #17 NA, October 31, 1985:

Mr. Fred A. Hardin
President
United Transportation Union
14600 Detroit Avenue
Cleveland, Ohio 44107

Dear Mr. Hardin:

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

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

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

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

ARTICLE VIII - ROAD, YARD AND INCIDENTAL WORK, October 31, 1985
National Agreement

Section 1 - Road Crews

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

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

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

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

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

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

Section 2 - Yard and Crews

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

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

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

Note: For performing the service provided in (a) and (b) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall

be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in a craft covered by this Agreement precedes the date of this Agreement and is not subject to general or other wage increases.

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

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

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

Section 3 - Incidental Work

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

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

(10) Any duties formerly performed by firemen.

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

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

Section 4 - Construction of Article

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

LETTER AGREEMENT #8, NA October 31, 1985:

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

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

LETTER AGREEMENT #9, NA October 31, 1985:

This refers to Article VIII - Road, Yard and Incidental work - of the Agreement of this date.

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

SELF-PROPELLED MACHINES, Article III, National Agreement
June 25, 1964:

Section 1

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

(a) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Main-line territory means main line and branch lines on Road Territory outside of switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of rules.

(b) Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed. This provision will not apply to the

operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed or retained.

Section 3

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other, occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Re-adjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 5

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

SWITCHING LIMITS - Article VI - National Agreement January 27, 1972:

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1. Except as provided in section 2 hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the Carrier.

Section 2. Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry

in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

INTERCHANGE - Article VII - National Agreement January 27, 1972:

Section 1. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

Section 2. If road crews referred to in section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange

tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

USE OF COMMUNICATION SYSTEMS - Article VIII - National Agreement
January 27, 1972:

SECTION 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employes covered by this Agreement. Existing rules to the contrary are hereby eliminated.

SECTION 2. On roads where rules now exist which provide for the payment of arbitraries to employes for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

SECTION 3. Portable radios hereafter purchased for the use of and carried by ground service employes in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employes in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

SECTION 4. The size and weight of portable radios used by ground service employes in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

SECTION 5. Employes will not be held responsible for accidents caused by failure of radio equipment to properly function.

SECTION 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

DRINKING WATER

MEMORANDUM OF AGREEMENT, July 30, 1981, 320-50, NMB A-10720:

In full and final settlement of all Notices served by the Union regarding drinking water on engines and cabooses, IT IS AGREED:

1. An adequate supply of drinking water in sanitary, sealed, individual containers (other than cardboard) will be placed on all cabooses and engines for trains and enginemen while on duty.
2. Equipment will be provided to keep the water cool and during the times required by the respective working agreements.
3. Every effort will be made by the Carrier to acquire the "bottled" water and make proper distribution thereof as soon as is reasonably possible.

4. In order to obviate the problem of excessive clutter on engines and cabooses and elsewhere on carrier premises, train and engine service employes may be required to deposit their empty containers and receptacles provided by the Carrier on engines and cabooses, in accordance with proper instructions.

MEMORANDUM OF AGREEMENT (RULES CLASSES) January 11, 1985, 190.1-LF:

To ensure that employes whose activities are governed by the rules of the Operating Department understand those rules,

IT IS AGREED:

(1) Employes will be required to attend instruction-examination classes covering operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brake and Train Handling Instructions, and Instructions for Handling Hazardous Materials at intervals not exceeding 24 months.

(2) The employes will be given and required to pass a written examination which will consist of questions with multiple choice answers on the above rules. An employe who fails to correctly answer one or more of the questions will be reexamined on those which were answered wrong after having received instructions on the subject matter contained in those questions.

(3) An employe who fails to attend an instruction-examination class without good cause will be held out of service until such time as he attends the required class. However, the Carrier will, upon request of the employe, arrange for another examination within 10 days of said request.

(4) Employes required to attend the aforementioned instruction-examination class will be paid in one of the following ways:

- (a) Attendance during off-duty hours will be compensatory for the time required to report until released, with a minimum of four hours at the basic pro rata rate of the last service performed.
- (b) Employes who are not offered an opportunity to attend a class during their off-duty hours will be paid for time lost.

NOTE: Employe will not be required to attend classes without proper rest nor will he be required to protect his assignment without proper rest. However, an employe must attend a class during his off-duty hours, if such class is available, before the Carrier becomes liable for paying an employe for loss of earnings.

(5) No compensation will be afforded to employes withheld from service, as set forth in paragraph 3, or required to attend a succeeding class due to their inability to pass the examination.

(6) If an employe fails to pass examination after two attempts, he will be required to consult with the Superintendent and the Local Chairman, or their representatives, for the purpose of identifying and possibly overcoming the problem.

LETTER AGREEMENT, January 11, 1985, 190-1-LF:

This will confirm our understanding concerning paragraph (6) of the agreement signed today governing instruction-examination classes covering the rules of the Operating Department.

Every reasonable effort will be made to complete the required examination, and re-examination if necessary, on questions incorrectly answered in the same calendar day.

In the event it becomes apparent that after consultation with the Superintendent and the Local Chairman, an employe is not capable of passing the required examination, he may be restricted to certain class or classes of service for which he is qualified, if any, until he can pass the required examination.

MEMORANDUM AGREEMENT

UNION PACIFIC RAILROAD

and

UNITED TRANSPORTATION UNION (C&T)

In order to conform the Carrier's rules examination requirements to the Federal Railroad Administration regulations for the certification and licensing of engine service employees, the Memorandum Agreement of January 11, 1985 is amended as follows:

(1) An employee will be required to attend instruction examination classes at intervals not exceeding 36 months.

(2) In order to successfully complete the class an employee will be required to achieve a minimum score of 85% on the written examination. Any incorrect answers will be reviewed with the employee by the instructor with written acknowledgement of understanding.

(3) If the employee fails to achieve an 85% the employee will be required to return the following day and be re-examined on the entire examination. The employee will be compensated in accordance with applicable rules for this retest. The employee may defer the re-examination for up to seven days at his/her own expense and will not be permitted to work during this period.

(4) If the employee fails to achieve an 85% on the second examination the Superintendent (designee) and the Local Chairman will promptly (not more than 72 hours) meet to review the employee's inability to pass the examination and take such cor-


rective action as necessary. Subject to FRA requirements, the employee will not operate a locomotive until an 85% is attained. The employee may also be restricted to certain class or classes of service for which he/she is qualified, if any, until he can pass the required examination. If the matter cannot be resolved, it will immediately be referred to the General Chairman and Director of Labor Relations.

(5) The parties agree that if problems occur concerning the application of this agreement, the parties will promptly meet to correct those problems.


This agreement will become effective April 15, 1992.

Signed at Memphis, Tennessee this 2nd day of April, 1992.

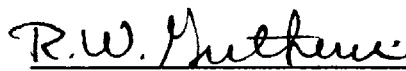
FOR THE ORGANIZATION:




M. B. Futhy, Jr.
General Chairman, UTU(C&T)



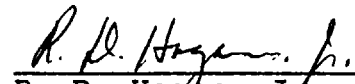
D. J. Guthrie
General Chairman, UTU(C&T)



R. W. Guthrie
General Chairman, UTU(C&T)




M. R. Haughton
General Chairman, UTU(E)

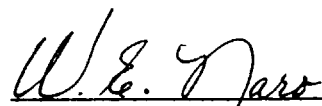


R. D. Hogan, Jr.
General Chairman, UTU(E)

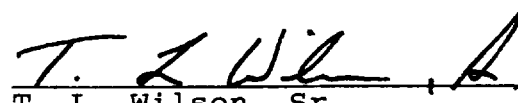
FOR THE CARRIER:



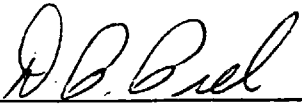
W. S. Hinckley
Director Labor Relations



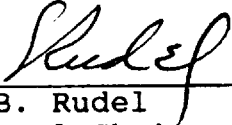
W. E. Naro
Director Labor Relations



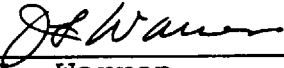
T. L. Wilson, Sr.
Director Labor Relations



D. P. Piel
General Chairman, UTU(C&T)

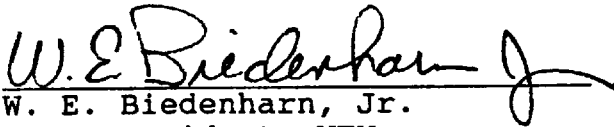


S. B. Rudel
General Chairman, UTU(C&T)



J. L. Warren
Acting General Chairman

APPROVED:



W. E. Biedenharn, Jr.
Vice-President, UTU

A G R E E M E N T S A P P L I C A B L E
T O I N D I V I D U A L L O C A L S

LOCAL AGREEMENT

LOCAL 243 - FORT WORTH

YARD

MEMORANDUM OF AGREEMENT, September 16, 1960, File T-32395:

Effective September 25, 1960, yardmen assigned as extra yardmen, Fort Worth Yard only, will perform all work not performed by yardmen regularly assigned.

It being understood that yardmen assigned as extra men will be given all of the work not regularly performed by regular assigned yardmen, but no extra man will be used after he has worked five (5) days in a work week as long as there are extra men available who have not worked five (5) days in said work week.

If necessary to use an extra yardman after he has completed five (5) work days in any work week, he will be compensated for such service at the rate of time and one-half the same as a regularly assigned yardmen would be if so used.

When the entire extra board is depleted and no extra men are available under the terms of this agreement to perform service and a vacancy exists for an extra man such will be filled by regular men as provided for in the Findings of Awards 753 to 756, inclusive, Texas and Pacific Board of Adjustment, reading in part:

"In the absence of any available extra man to fill a vacancy it is, therefore, incumbent on the Carrier to use the most senior man holding a regular assignment, who has at least eight hours to work before, his regular assignment, unless he has filed with the Carrier a written indication that he does not care to be used off his regular assignment, in which case the next most senior man having eight hours to work before his regular assignment and who has not indicated that he does not wish to work off his assignment will be called."

MEMORANDUM OF UNDERSTANDING, November 3, 1969, TC-13970:

Effective 12:01 AM, November 6, 1969, the following understanding is to be applicable at Fort Worth only.

Extra yardmen who miss a call, lay off on call, or otherwise fail to protect a job called for, will not be marked up on the extra board until the expiration of a twelve (12) hour period

from calling time. (Calling time is 1'30" prior to the time for which the extra yardman was called.)

This Understanding is subject to cancellation on ten (10) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, Files T-33139, TC-12823:

IT IS AGREED, effective July 16, 1962, at Fort Worth Yard:

When a junior yardman is assigned to bulletin vacancy, when no bids are received - Article 13(b-3), such forced assigned yardman will not be displaced by a senior yardman giving up a regular assignment - Article 12(f) - last sentence, until such forced assigned yardman has had an opportunity to work that assignment for at least one shift.

LETTER , June 16, 1965:

In conference with H. L. Fields, Local Chairman of the Brotherhood of Railway Trainmen - Yardmen, an understanding was reached that effective immediately and until further advised, in compliance with existing agreements on this property between the Texas and Pacific Railway Company and the Brotherhood of Railway Trainmen - Yardmen, including Article 13 of the Agreement, when no bids are received on an advertisement for a switchman, the junior unassigned yardman will be forced assigned (whether non-protected or protected).

MEMORANDUM OF AGREEMENT, October 19, 1962, File TC-12823, TC-33139-1:

IT IS AGREED, effective October 22, 1962, at Fort Worth Yard.

When a Yardman displaces the youngest regularly assigned man under the provisions of Article 12(f) - last sentence thereof, such Yardman will be required to remain on that assignment for a period of not less than five (5) calendar days before he can again be subject to that portion of Article 12(f).

This agreement is subject to cancellation upon ten (10) days written notice of either party to the other, without the formality of the Railway Labor Act.

AGREEMENT, October 6, 1972:

1. When a yardman is forced assigned to a regular job, he may (if he so elects) retain his place on the Yardmen's Extra Board and take his turn on the Extra Board until ten (10)

hours previous to the time that the regular job to which he was forced assigned actually goes to work.

2. It will be incumbent on a yardman who is forced assigned, and at that time elects to remain on the extra board as referred to above, to notify the Caller on duty to place him on the regular assignment ten (10) hours before that assignment is to go on duty.

3. If a yardman elects to remain on the Extra Board after he has been forced assigned, and is displaced off his regular assignment by a Senior Yardman before he is placed on the regular assignment he will retain his place on the Extra Board or place himself in line with his seniority.

"Example"

Yardman Jones is forced assigned to the 7:00 AM job with Rest days Saturday and Sunday at 12:00 Noon Friday morning. He may elect to remain on the Extra Board until 9:00 PM Sunday night and at that time he must notify the Crew Caller to place him on his regular assignment.

The above instructions may be cancelled by ten days -notice by either party.

MEMORANDUM OF UNDERSTANDING, January 19, 1972, A-103:

It must be understood that any Yardman not having access to a bulletin or advertisement during the required seventy-two (72) hour period will be allowed to place himself in line with his seniority upon his return to service up to two hours before the starting time of his regular assignment. But, failing to do this, he will not be allowed to bump.

MEMORANDUM OF AGREEMENT, July 12, 1966:

When filling vacancies off the Yardmen's Extra Board, and a man lays off late, you must call back the first Extra man called for each new starting time, provided you are able to contact the first man called off the Extra Board, for example, you have the following vacancies on the Yardmen's Extra Board on the first shift:

- 1 vacancy on the 7:00 a.m. Hump Assignment
- 1 vacancy on the 7:00 a.m. North Skate Assignment
- 1 vacancy on the 7:00 a.m. East Yard Assignment
- 1 vacancy on the 7:30 a.m. Bum at the Sub
- 1 vacancy on the 8:00 a.m. Hump
- 1 vacancy on the 8:00 a.m. Bum at the Sub

and at 5:55 a.m. a man lays off the 6:30 a.m. Bum at the Sub. You must attempt to call the man you have called for the 7:00 a.m. Hump Assignment and place him on the 6:30 a.m. Bum at the Sub Assignment, provided you are able to reach the man called for the 7:00 a.m. Hump Assignment you must then call the man you have called for the 7:30 a.m. Bum at the Sub Assignment and give him the 7:00 a.m. Hump Assignment etc. Then you would call the first out Extraman off the Extra Board for the vacancy of the last man stepped up.

If you are unable to reach the man called for the 7:00 a.m. Hump Assignment to fill the 6:30 a.m. Bum at the Sub you will drop back and attempt to call the next man in the same cycle and so on in rotation, in this instance you would then attempt to call the man called for the 7:00 a.m. North Skate Assignment. If you are unable to get or contact any men called for a 7:00 a.m. vacancy you would then call the first out man on the Extra Board for the 6:30 a.m. Bum at the Sub vacancy.

This agreement may be cancelled by either party upon giving 5 days written notice.

MEMORANDUM OF AGREEMENT, May 6, 1959, TC-10088:

IT IS AGREED, effective May 15, 1959, at Fort Worth Terminal that under Article 12(a) of the Yardman's Agreement an employe who is assigned to another position will not be permitted to bid back on the position he has just vacated until after it has been filled by another regular incumbent and it again becomes vacant.

Exception: If the assignment of an incumbent is annulled for one day or more and seniority is exercised, an employe may bid back his old assignment when readvertised.

Exception: An incumbent bidding in another vacancy and
No. 2 through no fault of his own, is displaced,
MofA 7/16/69 may bid back his old assignment when readvertised.

This agreement is subject to cancellation upon ten (10) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, October 29, 1974:

Effective November 1, 1974, when an assignment governing yardmen is annulled on a holiday or abolished for a holiday for which the regularly assigned yardman would be subject to paid holiday pay, such yardman will not be permitted to

exercise his seniority or to "bump" account of the holiday abolishment or annulment only.

This agreement is effective in Fort Worth yard and is subject to cancellation upon ten (10) days notice from either party to the other without the formality provided for by the Railway Labor Act, as amended.

~~MEMORANDUM OF AGREEMENT, March 14, 1963:~~

Cancelled 11-15-93

~~Section 2 of the five-day work week agreement in so far as its application in the Fort Worth Terminal is concerned is changed to read:~~

~~The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Thursday.~~

~~This agreement is applicable in the Fort Worth Terminal only and is subject to be cancelled upon 15 days written notice by one party upon the other without following the formality under the provisions of the Railway Labor Act, as amended.~~

MEMORANDUM OF AGREEMENT, effective April 29, 1963, File T-32014, TC-10456:

During the life of this agreement, Paragraph (d) , Article 13, of the Yard Agreement revised effective January 1, 1960, is not applicable in the Fort Worth-Lancaster Yard terminal. In lieu thereof, the following will apply:

1. A yardman with less than thirty (30) days. actual service will not be considered available for herder vacancies.
2. Temporary herder vacancies will be filled from the Fort Worth-Lancaster Yard extra board by extra board yardmen entitled to the service according to their standing on the board at calling time, in accordance with Article 13.

This agreement is applicable in Fort Worth-Lancaster Yard terminal only, and is subject to cancellation upon ten (10) days written notice from one party to the other without following the formality under the Railway Labor Act as amended.

AGREEMENT, June 6, 1966:

In conference with Local Chairman J. H. Reynolds, Brotherhood of Railway Trainmen today, June 6, 1966, it was mutually agreed not to send an inexperienced Switchman on those assignments that have an Engine Foreman and one (1) helper, and do not put two inexperienced Switchmen on one assignment.

After the Switchman has worked sixty (60) days, he will no longer be considered inexperienced.

MEMORANDUM OF AGREEMENT, October 17, 1966:

Qualifying Engine Foremen - District No. 2

It is agreed that after a yardman has served nine (9) months service on one particular yard within his seniority district he shall have the right to be given a trial in service as engine foreman in that yard.

This Agreement will not restrict the proper officer of the carrier and/or the local chairman of the Brotherhood of Railroad Trainmen from qualifying a yardman as foreman at any time.

This agreement becomes void and of no effect upon ten (10) days written notice from one party to the other without the complexity of handling under the Railway Labor Act, as amended.

INTERCHANGE AGREEMENT, September 25, 1975, between T&P and FW&D:

Effective September 29, 1975, The Texas and Pacific Railway Company and The Fort Worth and Denver Railway Company will begin reciprocal interchange for one trip per day. The Fort Worth and Denver Railway will deliver and pull seven (7) months out of year and The Texas and Pacific Railway Company will deliver and pull five (5) months out of the year, and every third year each Railway will operate on a six (6) month basis.

Due to the past interchange inequities under the old agreement The Fort Worth and Denver will work a fifty-eight (58) day mileage equalization period, commencing the first seven (7) months of reciprocal interchange November 26, 1975.

All reciprocal deliveries from The Fort Worth and Denver Railway will be yarded in Texas and Pacific's 200 Yard. All cars for delivery to The Fort Worth and Denver will be made up in Texas and Pacific's 100 Yard.

All deliveries, if necessary, other than the one reciprocal delivery per day, will be made to the existing interchange locations for The Texas and Pacific Railway and The Fort Worth and Denver Railway.

The Texas and Pacific will make deliveries and pick up out of tracks one (1) through twenty (20) in The Fort Worth and Denver's North Yard.

MEMORANDUM OF AGREEMENT, February 17, 1976:

In agreement and exchange for releasing of transfer caboose which was regular assigned to the Everman Job.

It is hereby agreed that the Everman Job will be furnished a Pool Caboose at any time they request one.

This agreement is subject to cancellation within a fifteen (15) day period by either party.

LETTER AGREEMENT, July 16, 1971 (Automatic Hump and Retarding System):

This will confirm understanding reached in conference today, to wit:

1. Because the old hump yard operation and facilities incident thereto (placed in operation in 1928) at Lancaster Yard, Fort Worth have been replaced by a computerized, automatic hump and retarding system, the Letter Agreement of April 22, 1946, files T-17490, T-15988 and T-15916 (First Division Award 7742) and the Letter Agreement of March 16, 1950, file T-22488, regarding the old hump, car retarding and skate operations are cancelled, along with any other agreements, understandings or practices in conflict with the provisions of this Letter Agreement.
2. In consideration of the above, and in settlement of all claims, disputes and grievances regarding car retarding and skate operations from the time the new hump operation began, up to the time the operation is placed on "fully automatic" (estimated to be the latter part of August or early September, 1971), the following payments will be made:
 - A. From May 19, 1971 until July 22, 1971, both dates inclusive, one extra yardman on each shift (3 a day) will be allowed a minimum day's pay at the yard helper rate.

B. From May 19, 1971 to and including July 22, 1971, one yardman on each shift (3 a day) will be allowed a day's pay at the car retarder operator rate. From July 23, 1971 up to but not including the date the operation is placed on "fully automatic" a qualified car retarder operator will be used on each shift in the crest tower.

The Local Chairman of UTU(T) will designate and furnish the Superintendent a list of yardmen to receive the payments set forth in A and B, above.

3. Hump engine foreman positions shall be designated and bulletined as "hump conductor" at the footboard yardmaster rate of pay. Incumbents of these positions may be required to perform all duties ordinarily performed by yardmen and footboard yardmasters, including manipulation of buttons, levers, etc., in connection with the new operation.
4. When, because of mechanical difficulties, repairs, or any other reason, the hump operation is taken off "fully automatic", necessitating the manual operation of the car retarding system, a qualified car retarder operator will be used until the operation is restored to fully automatic.

This will not preclude the crest yardmaster and the hump conductor coordinating the movements including activating the buttons that line the switches, to allow engines to enter and leave the bowl tracks from the west end to trim in the bowl yard and work rip tracks. This will not be done until after the hump conductor advises that this crew is ready to make these moves.

5. This Letter Agreement signed at Dallas, Texas, this 16th day of July, 1971, is without prejudice to the position of either party with respect to future changes, if any, at Lancaster Yard and/or any other points and the rules of the basic working agreement.
6. Upon the request of either party, and after the operation has been fully automatic for a period of thirty days or more, conference will be held to discuss the operation and/or make appropriate changes in this Letter Agreement.

ON AND OFF DUTY POINTS

EAST YARD - MEMORANDUM OF AGREEMENT, September 18, 1974:

It is agreed, effective September 16, 1974, that switch engine crews may go on duty and be relieved from duty in East Yard, Fort Worth, Texas, on any track south of the eastbound main line and east of Tower 55 within three (3) engine lengths of clearance point of these tracks.

This agreement may be cancelled upon ten (10) days notice from any party to the other.

BOWL YARD - MEMORANDUM OF AGREEMENT, January 28, 1971, TC-21014:

Pursuant to provisions of Article 5 UTU(T) and Article 6 UTU(E) Agreement, it is agreed:

- (A) Switch engine crews going on duty and being relieved from duty at the Bowl Yard Office, Lancaster Yard, will receive their engines and tie up within clearance points on the first track north and the first track south of the Bowl Yard Office. If yardmaster deems necessary, the second track north and the second track south may be used within 300 feet east or west of the Bowl Yard Office.
- (B) Adequate parking facilities will be provided convenient to the point for going on and off duty.
- (C) Employees will not be required to climb through cars or engines to tie up or go on duty.
- (D) This agreement signed this 28th day of January, 1971, may be cancelled by either of the parties signatory hereto, by giving fifteen days written notice to the other.

CREST YARD OFFICE - MEMORANDUM OF AGREEMENT, September 10, 1971:

Pursuant to provisions of Article 5 UTU(T) and Article 6 UTU(E) agreement, it is agreed:

- (A) Switch engine crews going on duty and being relieved from duty at the Crest Yard Office, Lancaster Yard, will receive their engines and tie up within 300 feet of office building on the first two tracks north of the Hump Yard lead and the first track south of the Crest Yard Office. If the Yardmaster deems necessary, the second or 3rd track south of the office may be used within 300 feet of the building.

(B) Adequate parking facilities will be provided convenient to the point for going on and off duty.

(C) Employees will not be required to climb through cars or engines to tie up or go on duty.

(D) This agreement signed this September 10, 1971, Friday, may be cancelled by either of the parties signatory hereto by giving fifteen days written notice to the other.

* * * * *

MEMORANDUM OF AGREEMENT, Effective December 1, 1986:

Effective December 1, 1982 at Fort Worth Terminal only, that Article 12(A) of the Yardmen's Agreement is amended so that any employee, at his option, may call the Crew Management System (CMS) and submit his bid(s) by telephone, in lieu of making written application.

The above will remain in effect for a period of ninety (90) days unless cancelled by either party giving five (5) days written notice to the other to automatically cancel it prior to the expiration of the ninety (90) day period.

It is further agreed that after expiration of the ninety (90) day period that Article 12 (A) of the Yardmen's Agreement is amended to require all bids to be submitted to the Crew Management System (CMS) by telephone and that written bids will not be entertained.

It is further agreed that yardmen cut off account reduction in force will not be required to notify yardmaster in writing of their desire to be used as per Article 13(G), but will be required to notify Crew Management System dispatcher, by phone, of their desire to be used in emergency to fill switchman and trainman vacancies out of or in Fort Worth.

Should this agreement not be cancelled under the provisions of paragraph two above, it shall be subject to cancellation upon fifteen (15) days written notice from one party to the other, without following the formality of the Railway Labor Act.

MEMORANDUM OF AGREEMENT, Effective October 28, 1957:

The following shall govern the handling of the three (3) designated extra passenger conductors under Article 3 at Fort Worth:

(1) Such conductors will be called to protect all extra passenger service when available at the time call is made for such service.

(2) Any such conductor who lays off, misses call, fails to respond or for any reason does not protect passenger service in accordance with the applicable rules, will be placed on the lay-off board until the conductor who accepted such service in his stead, returns to the terminal, except as hereinafter provided:

(a) If any such conductor lays off and a junior conductor is called for passenger service within twenty four (24) hours from such time of lay off, the provisions of the preceding paragraph shall apply.

(3) Should the call be for a vacancy on an outlying run, the conductor who lays off, misses call, or fails to respond to call, may, upon his request, displace the junior conductor who accepted the call, deadheading at his own expense to and from the vacancy, provided the conductor who was sent out has worked at least one complete trip, and further providing that such displacement request is made not later than the arrival of the run at the home terminal.

(4) Exception: Employees referred to in this agreement may be used in emergency when no other employees are available to protect the service.

(5) This agreement will not be used in any way for the handling of discipline matters.

(6) This agreement is effective October 28, 1957, and will be null and void upon fifteen (15) days advance notice in writing by the organization parties signatory hereto to the Carrier's Superintendent, or vice versa.

MEMORANDUM AGREEMENT, January 28, 1986, 540.1-9:

In full disposition of the Organization's Section Six Notice of December 10, 1985 to amend the Memorandum Agreement of March 11, 1976,

IT IS AGREED:

Employes furloughed as either brakemen or yardmen having sufficient seniority to work elsewhere within their seniority district may elect to remain on furlough rather than exercise their seniority with the understanding that they will not be

eligible for emergency work so long as they remain in voluntary furlough status.

This understanding is applicable to the Bonham - Fort Worth - Baird Seniority District only and in no way affects the Carrier's rights under Section Three or any other Section of the Agreement of March 11, 1976.

This Agreement signed at Spring, Texas this 28th day of January, 1986 becomes effective within ten (10) days after Carrier is notified of its ratification and may be cancelled thereafter by either party serving five (5) days written notice upon the other party signatory hereto.

MEMORANDUM AGREEMENT, January 28, 1986, 540.1-8:

In full disposition of the organization's Section Six Notice of December 10, 1985 to amend Article 11 of the Road Agreement,

IT IS AGREED:

Furloughed employes living at Fort Worth required by the Carrier to protect service within their district, namely Bonham, will upon request be allowed a three (3) hour call to protect the assignments off the Bonham Board. Likewise, furloughed employes living at Bonham required by the Carrier to protect service within their district, namely Fort Worth, will upon request be allowed a three (3) hour call to protect the assignments off the Fort Worth Board.

In the event an employe okays for service after such time that a Fort Worth employe identified above has been called for a Bonham vacancy, or vice versa, such employe will not be permitted to protect the service until such time as the extra employe has worked one trip or tour of duty.

This Agreement signed at Spring, Texas, this 28th day of January, 1986 shall become effective within ten (10) days after Carrier is notified of its ratification and may be cancelled thereafter by either party serving five (5) days written notice upon the other party signatory hereto.

LOCAL 243 - FORT WORTH

ROAD

MEMORANDUM OF UNDERSTANDING, May 1, 1946, T-20823, in connection with work performed at Weatherford:

All cars set out at Weatherford by T&P trains going to the WMW&NW will be made on one designated track; and if set-out consists of both Weatherford cars and cars going to the WMW&NW, all cars set out may be made on this track and the WMW&NW crew may switch out cars going to WMW&NW from this track.

The WMW&NW will set out all cars for T&P on one designated track and may set other cars on this track.

If designated track will not hold cars, additional track may be used.

In handling of troops or passenger trains, crews or equipment may be changed on main or passing track.

Crews of each carrier will perform their own switching and/or placing of cars at house, team, or industry tracks.

Crews of either line required to perform work of the other line, other than herein provided, will be allowed 100 miles; except crews of T&P turning engines on wye of WMW&NW or delivering their engine to or receiving their engine on the roundhouse tracks of the WMW&NW will be allowed one arbitrary hour for either of the latter services. If the crew turns its engine while delivering it to or receiving it from the roundhouse tracks, only one arbitrary hour will be allowed.

MEMORANDUM OF AGREEMENT, October 23, 1972, TC-24280:

This Agreement to apply only at Baird, Texas, in connection with engines operating on Locals into and/or out of that point. Presently, in local service between Big Spring and Baird only one unit is used. In local service between Fort Worth and Baird only two units are used. In order to have the unit pointing forward on return trip Baird to Big Spring -

IT IS AGREED:

The engine crew of Locals, so designated, tying up at Baird, will arrange to trade the west unit of Fort Worth-Baird Local consist for the unit off the Big Spring-Baird Local prior to departing Baird on the next trip. For breaking and/or making all connections between these units, having them ready for

service on return trips, the engine crew will be allowed one hour at pro rata rate applicable to the trip. (In the absence of a fireman, the head brakeman will be used.)

This Agreement becomes effective October 23, 1972, and shall remain in effect until cancelled on ten (10) days' written notice from either party to the other and is without prejudice to any rules.

MEMORANDUM OF AGREEMENT, April 19, 1962:

IT IS AGREED: When the junior brakeman on the brakemen's extra board at Fort Worth is forced assigned to a regular bulletined brakeman's assignment under the terms of the Agreement and is later displaced, without rendering service, bar a senior man he (the junior brakeman) will, upon being displaced, be returned to the turn he held on the extra board prior to his forced assignment provided such turn has not been called. If it has been called, he will be marked up first out at the time of his displacement. Further, if he is held for the assignment while such assignment is out on the line of road and he is later displaced without rendering service thereon, and the turn held by him on extra board prior to his forced assignment has been called or left the terminal, he will be placed first out on the extra board at the time of his displacement.

This agreement is subject to cancellation by either party thereto upon fifteen (15) days notice from one party to the other.

MEMORANDUM OF AGREEMENT, Effective June 1, 1978, File L T-31647:

This Memorandum of Agreement is to apply at Fort Worth only in connection with Memorandum of Agreement dated September 15, 1959, Carrier's file T-31647, regarding Section II (2), concerning the filling of positions of conductor that are bulletined and no bids received; also the filling of vacancies in pool freight and vacancies on conductors' extra board.

- (a) At Fort Worth, when there is a vacancy on the conductors' extra board to be filled, it will be assigned to the senior conductor who has prior thereto filed a written request with the agent and/or crew caller at Fort Worth, with a copy to the Local Chairmen, for assignment to the next vacancy on the conductors' extra board. In the absence of any such request on file, the junior unassigned conductor will be assigned.

- (b) It is further understood that conductors' vacancies on pool freight crews operating out of Fort Worth will be filled in the same manner.
- (c) In the event a conductor fails to exercise his seniority on one of these assignments that his seniority would otherwise permit him to hold, he will not be considered available for any conductors' service unless there is no promoted trainman that can be used.
- (d) This agreement does not change any of the provisions of other agreements concerning the filling of conductor vacancies, except to the extent necessary to conform with this agreement.
- (e) This agreement becomes effective June 1, 1978, and is subject to cancellation upon 15 days written notice from either party hereto upon the others.

* * * * *

MEMORANDUM OF AGREEMENT, Effective April 1, 1988:

In order to expand the work opportunities of the employees without impairing existing seniority rights, and to make the conductors' seniority districts compatible with that of the trainmen, the conductors rosters at Bonham and Fort Worth (Brakemen District "D") and Big Spring and El Paso (Brakemen District "E"), will be dove-tailed with prior rights as described below.

IT IS AGREED:

1. The Bonham and Fort Worth, Texas, conductors seniority rosters will be dove-tailed together. Conductors holding seniority at Bonham shall hold prior rights to service as conductor on the Bonham/Whitesboro Subdivision, and conductors holding seniority at Fort Worth on the Baird Subdivision shall hold prior rights on that Subdivision.
2. The Big Spring and El Paso, Texas, conductors seniority rosters will be dove-tailed together. Conductors holding seniority at Big Spring shall hold prior rights to service as conductor on the territory between Baird and Toyah, and conductors at El Paso shall hold prior rights to service as conductor on the territory between Toyah and El Paso.
3. Present employees who have not been given the opportunity for promotion under the June 30, 1981 Agreement shall be placed on the appropriate conductors dove-tailed roster

- in their relative standing as brakemen with prior rights to service as conductor at the location they hold their original brakeman's seniority.
4. Present employees who have passed up the opportunity for promotion to conductor under the June 30, 1981 Agreement shall be given one (1) more opportunity for promotion and those passing the exam will be placed on the appropriate conductors' roster at the location they hold their original brakeman's seniority in their relative standing as brakemen behind those employees identified in Item 3 above, including any fireman on the present brakemen's roster who become conductors.
 5. Those employees promoted to conductor under the provisions of Item 4 above and those employees hired after the effective date of this Agreement who subsequently are promoted will have common seniority on the appropriate seniority roster with no prior rights.
 6. Conductors voluntarily exercising their seniority involving a move from Fort Worth to Bonham or Big Spring to El Paso, or vice versa, will be required to remain in the territory to which they voluntarily transferred for a period of thirty (30) days unless they are unable to hold a regular assignment or the extra board as conductor.
 7. If a bulletined conductors' vacancy goes no bid the vacancy will be filled by the youngest demoted conductor on the territory from which the vacancy is protected. If there are no demoted conductors on that territory the junior demoted conductor on the dove-tailed roster will be assigned.
 8. Dove-tailed rosters will be issued within thirty (30) days of the effective date of this agreement and will be open for correction for a period of sixty (60) days. After the sixty (60) day period all necessary corrections will be made and subsequent rosters will be reissued as required by agreement.

This agreement shall become effective April 1, 1988, and will remain in effect until changed in accordance with the Railway Labor Act.

Signed at Fort Worth, Texas, this 23rd day of March 1988.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, RM 332
OMAHA, NEBRASKA 68179-0323



February 14, 1997

Files: 560.20
560-1

SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD
FT WORTH TX 76134

Dear Sir:

This will confirm our conversation concerning the ballast trains at Stringtown, Texas. At present, a pool conductor is deadheaded from McAlester to Stringtown where he takes charge of the train. Due to the volume of work involved, a brakeman is normally required. A brakeman must be deadheaded from Ft. Worth which causes delays due to the distances involved.

Local Chairman Wasser has indicated his concurrence to protecting these trains with a brakeman from the combination board at Dennison, Texas rather than Ft. Worth. A copy of his letter dated February 7, 1997 to Superintendent G. O. Everett concerning this matter is attached.


However, a couple of items in Mr. Wasser's letter concern me and need to be addressed. First of all, he refers to a "letter of understanding with the Harriman Dispatching Center" which states a brakeman will be used on these trains for safety reasons. As I do not need remind you, only the General Chairman and the Director of Labor Relations are authorized to make agreements on this property. Secondly, under the Crew Consist agreements, the Carrier has the absolute right to run any train as a conductor only. No "letter of understanding with the Harriman Dispatching Center" would supersede or negate this right.

Despite my concerns raised above, I do believe that it is in both parties best interests to begin using a brakeman, when deemed necessary, from the Dennison extra board rather than the Ft. Worth extra board. This would apply only to the trains protected by the Ft. Worth/McAlester pool which handle the ballast trains at Stringtown, Texas.

The above may be cancelled by either party upon fifteen (15) days written notice.

If the above meets with your approval, kindly sign in the space provided and return one copy to me.

Yours truly,


Sharon A. Bannister
Director Labor Relations
Ops South


General Chairman, UTU CT&E

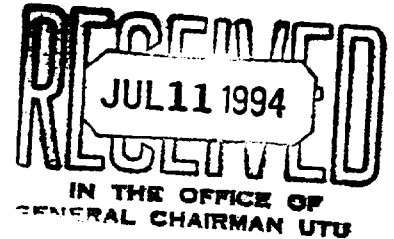
UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



July 5, 1994

File: S-560-1



MR SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD
FT WORTH TX 76134

Dear Sir:

Re your June 28, 1994 letter requesting Ft. Worth conductors and brakemen be placed back to the board based on tie-up time rather than arrival time is approved.

CMS has been advised to implement this change. Yours

truly,

/s/

SHARON A. BANNISTER DIRECTOR
LABOR RELATIONS OPERATING
SOUTH

CC: Willie Reynolds - HDC

070594A.SAB

- 225b -

FORMER LOCAL 949 - BONHAM

MEMORANDUM OF AGREEMENT, Effective September 1, 1947, in connection with handling of brakemen's extra board and regular assigned brakemen, Bonham-Whitesboro seniority district:

1. That extra brakemen failing to respond to call for vacancy in either branch of service, baggage, passenger, through freight, local or work train service, will be placed on lay off board until crew or runs returns to home terminal and will then be placed on the board behind the extra man who accepted the call on the previous trip, provided he has reported for duty when crew returns to the terminal.

2. Extra brakemen failing to respond to call for vacancy on assigned runs at outlying points will be placed on lay off board until ten (10) (now 6) day period expires, or regular man reports.

3. Regular assigned or extra brakeman laying off will be required to remain off and will not be permitted to report for duty for twelve (12) hours from the time they lay off.

EXCEPTION - Regular or extra brakemen filling regular jobs on outlying runs who lay off in emergency will be held off their run for two round trips.

4. Regular men and/or extra men filling position of regular men on what is known as KO&G crews working out of Fort Worth who lay off, when reporting for duty will do so prior to 10:30 a.m. on the date they are scheduled to work out of Fort Worth.

5. Extra brakemen failing to go out in their turn from extra board on Bonham-Whitesboro local will be held off extra board and precluded from marking up for duty for a period of ninety-six hours from time said local crew reports for duty at Bonham on date such extra brakemen failed to protect his turn on such run. (See MofA 10/31/62 below)

MEMORANDUM OF AGREEMENT, October 30, 1962:

It is Agreed that Section 5 of the Memorandum of Agreement effective September 1, 1947, applicable at Bonham only, is hereby suspended during the life of this Agreement, effective November 15, 1962, and Section 5 reading as follows:

"5. Extra brakemen failing to go out in their turn from extra board on Bonham-Whitesboro local will be held off extra board and precluded from marking up for duty for a period of ninety six (96) hours from time

said local crew reports for duty at Bonham on date such extra brakeman failed to protect his turn on such run."

This agreement may be cancelled upon fifteen (15) days written notice of either party to the other.

MEMORANDUM OF AGREEMENT, March 3, 1964, in connection with Memorandum of Agreement dated September 15, 1959, Carrier's File T-31647, regarding Section II (2), concerning the filling of positions of Conductor that are bulletined and no bids received:

(a) At Bonham, when there is a vacancy of an assignment on the Conductors' Extra Board to be filled, but which vacancy is not bulletined, it will be assigned to the senior demoted Trainman who has prior thereto filed a written request with the Assistant Superintendent and the General Yardmaster at Bonham for assignment to the next vacancy on the Conductors' Extra Board; and that in the absence of any such request on file, the junior demoted Trainman will be assigned.

MEMORANDUM OF AGREEMENT, October 30, 1966:

(1) Effective October 30, 1966 - at Bonham only - a Conductor assigned to the Conductor's extra board who fails to respond to call as Conductor will not be considered available for any service (unless there is no other Conductor available to be used) until such time as the Conductor who accepted the call returns to the home terminal, or the arrival of the first available transportation at the home terminal the Conductor could have deadheaded on from the point relieved, provided he has reported for duty.

(2) In the event the Conductor failed to respond to call for service on a vacancy at some outlying point, he may, at his request, relieve the Conductor who accepted the call after he has worked one day or one tour of duty and into the home terminal or tie up point of the run.

(3) When an extra board Conductor lays off and reports back prior to the time his turn is called, he will hold his place on the board and his name will not be removed from the board until his turn has been called.

(4) This agreement may be cancelled with fifteen (15) days notice by either party.

MEMORANDUM OF AGREEMENT, December 19, 1972, File T-24486:

In order to provide more efficient car handling service for its patrons in the area of Denton and Paris, The Texas and Pacific Railway Company plans to make certain changes in its local and dodger service in this area. To assist in accomplishing this purpose, IT IS AGREED:

1. Dodger service may be established at Denton and/or Paris as assigned terminals for crews. Dodger crews so assigned may operate into and out of and through Denton or Paris as many times as may be required during a tour of duty without starting a new day. Crews in this service will be paid on a continuous time basis for each tour of duty with overtime after the expiration of eight (8) hours on duty, and will not be allowed initial and/or final terminal or station switching time in addition thereto. The dodger rate of pay and air pay will apply.

2. Dodger crews assigned as set forth above may operate into and out of Denton or Paris as many times as may be required during a tour of duty without starting a new day or invoking claims on behalf of other road crews. These crews may be required at Denton or Paris to switch industries as needed. The limits of the Paris dodger are between Honey Grove and Clarksville, inclusive. The limits on the Denton dodger are Roanoke and Pilot Point, inclusive.

The establishment of these dodgers at Paris and Denton does not in any way affect Local trains or other trains from setting out or picking up or switching within the assigned limits of these dodgers.

3. Lockers will be furnished and it will not be necessary to assign cabooses. Crews working on these assignments will have a set starting time and will show up. Starting time may be changed on 48 hours notice.

This Agreement, signed at Fort Worth, Texas, this 19th day of December, 1972, and may be cancelled by fifteen days written notice from one party to the other.

MEMORANDUM OF AGREEMENT, October 23, 1973, governing the assignment and filling of vacancies on the Hollywood-Hosston Turn-Around Local (TS&N):

I. It is agreed, effective October 23, 1973, that the vacancies of conductors and brakemen will be advertised in accordance with the applicable rules subject to bid from the conductors and brakemen on the Bonham Seniority Roster and conductors and brakemen on the Hollywood-Shreveport-Marshall Consolidated Seniority Roster. Yard foremen, Hollywood, may

bid in conductors vacancy on this assignment under this agreement.

II. It is understood that the Bonham Seniority District men hold prior rights to this assignment, and bids from the Hollywood-Shreveport-Marshall Consolidated Seniority Roster employees will only be recognized in the event no Bonham employees bid on a vacancy on this assignment.

III. If at any time a Bonham conductor or brakeman voluntarily exercises his seniority to take an assignment on this run, he will be required to remain on this assignment for a period of not less than 30 calendar days. Vacancies on this assignment will be filled from the Yardmen's Extra Board at Hollywood on the first-in-first-out basis.

IV. In the event there is a vacancy advertised and no bids are received from either the Bonham Seniority District or the Hollywood-Shreveport-Marshall Consolidated District, vacancies will be filled on a first-in-first-out basis from the Yardmen's Extra Board at Hollywood for a period of 15 days and then readvertised.

V. It is understood that the Hollywood-Shreveport-Marshall employees will be under the Road Rules in every respect when filling vacancies or when regularly assigned to this assignment, including rates of pay.

VI. It is also understood that this agreement does not change or amend the Schedule Rules governing yard or road men, and the line of demarcation between yard and road work will be adhered to.

This Agreement is signed at Longview, Texas, October 23, 1973, subject to five days cancellation by either party.

* * * *

LETTER OF UNDERSTANDING, February 26, 1971, T-34228:

This refers to agreement reached in conference February 10, 1971, in connection with the following claims which had been submitted to Special Board of Adjustment No. 482:

(Settlement of claim omitted.)

It was further agreed that without prejudice to either party's position, when engines of road trains are to be supplied at MKT Ray Yard Denison, the head brakeman may be required to accompany the engine to and from the supply point, for which he will be allowed forty-five minutes at the pro rata rate applicable to the trip, separate and apart from other earnings. Payment to be applicable to only one member of the crew.

MEMORANDUM OF AGREEMENT, August 20, 1975, T-33143:

Effective September 1, 1975, a pool of freight crews will be established to operate between Denison and Fort Worth, Texas with Denison the home terminal and Fort Worth the away from home terminal, under the following conditions:

- (1) Except as modified herein, crews in this service will work under the provisions of their respective agreements applicable to pool freight service.
- (2) Employees in this pool, who so request, will be given a three (3) hour call to protect this service.
- (3) Employees in this service, including extra employes, will be guaranteed a minimum of 3400 miles per month, however, those assigned for less than a calendar month will be guaranteed the equivalent of 3400 miles pro rated on the basis of the number of days so assigned. All earnings except the three (3) hour special allowance provided for in Section 4 hereof will be applied toward this guarantee.
- (4) Employees working in this pool service will be allowed a special payment of three (3) hours at the applicable pro rata rate for each trip into or out of Denison in addition to all other earnings of the trip - working or deadheading, provided that such employes were originally hired at Bonham, or were working on the Bonham Seniority District on June 11, 1975.
- (5) Bonham will continue to be the source of supply for this service. Extra employes called to protect this service, and entitled to deadhead pay under their respective agreements, will be paid three (3) hours (firemen 4 hours) at the rate applicable to the last service performed in lieu of deadhead allowance and transportation.
- (6) In consideration of the other provisions of this agreement, it is agreed that if the Carrier serves notice to establish runs originating on the T&P (Proper) and terminating on the former KO&G Railroad short of Muskogee, Oklahoma, prior to the September 1, 1985, the special payment set forth in Section 4, above, will be a part of the agreement establishing such service, separate and apart from the other provisions of said agreement.
- (7) This agreement, signed at Muskogee, Oklahoma this 20th day of August 1975, modifies other rules and

agreements only to the extent necessary to conform herewith, will remain in effect until changed in accordance with the terms of the Railway Labor Act.

LETTER AGREEMENT, August 20, 1975, T-33143:

This will confirm understanding reached in conference today that crews in the pool established by the agreement of this date to operate between Denison and Fort Worth will not be called for temporary exclusive work train service.

* * * * *

DIRECT HIGHWAY MILEAGE CHART

BONHAM SENIORITY DISTRICT EMPLOYEES USING PERSONAL AUTOS

AGREED DIRECT HIGHWAY MILEAGE FROM BONHAM TO:

PARIS.....	38
TEXARKANA.....	135
SHERMAN	27
WHITESBORO.....	50
DENTON.....	68
FORT WORTH	110
* DENISON	31

* Extra employees traveling between Bonham and Denison covered by the provisions of the 1975 Denison Pool Freight Agreement are covered with respect to use of their personal automobile by payment of a special three hour payment in lieu of deadhead and transportation in those cases where a deadhead was due. In cases where this payment is not made, the number of direct highway miles needs to be determined.

/s/ D. F. Brown
Trainmaster, Sherman, Tx.

/s/ D. R. Anthony
L/C UTU C&T

8/5/86
Date

MEMORANDUM AGREEMENT, January 28, 1986, 540.1-9:

In full disposition of the Organization's Section Six Notice of December 10, 1985 to amend the Memorandum Agreement of March 11, 1976,

IT IS AGREED:

Employees furloughed as either brakemen or yardmen having sufficient seniority to work elsewhere within their seniority district may elect to remain on furlough rather than exercise their seniority with the understanding that they will not be eligible for emergency work so long as they remain in voluntary furlough status.

This understanding is applicable to the Bonham - Fort Worth - Baird Seniority District only and in no way affects the Carrier's rights under Section Three or any other Section of the Agreement of March 11, 1976.

This Agreement signed at Spring, Texas this 28th day of January, 1986 becomes effective within ten (10) days after Carrier is notified of its ratification and may be cancelled thereafter by either party serving five (5) days written notice upon the other party signatory hereto.

MEMORANDUM AGREEMENT, January 28, 1986, 540.1-8:

In full disposition of the Organization's Section Six Notice of December 10, 1985 to amend Article 11 of the Road Agreement,

IT IS AGREED:

Furloughed employees living at Fort Worth required by the Carrier to protect service within their district, namely Bonham, will upon request be allowed a three (3) hour call to protect the assignments off the Bonham Board. Likewise, furloughed employees living at Bonham required by the Carrier to protect service within their district, namely Fort Worth, will upon request be allowed a three (3) hour call to protect the assignments off the Fort Worth Board.

In the event an employe okays for service after such time that a Fort Worth employe identified above has been called for a Bonham vacancy, or vice versa, such employe will not be permitted to protect the service until such time as the extra employe has worked one trip or tour of duty.

This Agreement signed at Spring, Texas this 28th day of January, 1986 becomes effective within ten (10) days after

Carrier is notified of its ratification and may be cancelled thereafter by either party serving five (5) days written notice upon the other party signatory hereto.

MEMORANDUM OF AGREEMENT, November 1, 1988:

It is agreed, effective November 1, 1988, at Bonham only, a regular assigned conductor or brakeman who desire to voluntarily pass up their assignment may do so subject to the following conditions:

- a) Must have been on assignment for a period of sixty (60) days.
- b) Notify proper official of desire to pass up assignment.
- c) Ride the bulletin during bulletined period.

Upon meeting the above requirements, he/she will have the right to bump the youngest seniority conductor or youngest seniority brakeman in local or through freight service or extra board.

It is understood that the Carrier will not incur any additional expenses as a result of this agreement.

This agreement may be cancelled by either party giving ten (10) days written notice to the other party.

LETTER AGREEMENT, November 18, 1987, 305-1427 et.al.:

In conference held in Ft. Worth, Texas on October 12, 1987 we again discussed those claims involving picking up and setting out cars at Ray Denison yard including handling power back to train after set out or pick up.

It was agreed in conference that the Agreement of October 31, 1985 amended existing rules covering picking up and setting out at the initial and final terminal. Therefore in order to eliminate future disputes at Ray Denison yard, the following interpretation was placed on Article XIII Section 1(b) of said National Agreement:

"Track Nos. 1 and 2 which are sometimes referred to as the main line and siding or the north and south tracks are considered main line tracks at Ray Denison and are not a part of yard tracks. They are other location(s) in the terminal. Also, those spur and industry tracks located north of Track No. 1 (main line) are other location(s) within the terminal."

Applicable to Bonham & Mineola

Dallas, Texas, May 30, 1941

(AS REVISED EFFECTIVE JUNE 1, 1942)

MEMORANDUM OF AGREEMENT:

T-15042

It is agreed, effective as of June 1, 1941, Trainmen holding seniority on the Whitesboro-Bonham-Texasrkana seniority roster will be given a seniority date of June 1, 1941, on the Mineola-Dallas seniority district in the order of their standing on their respective list.

Trainmen holding seniority on the Mineola-Dallas seniority roster will be given a seniority date of June 1, 1941, on the Whitesboro-Bonham-Texasrkana seniority district in the order of their standing on their respective list.

Trainmen employed subsequent to June 1, 1941, will be given the same rights under this agreement as of the date of their seniority standing on the district on which employed.

The names of the Whitesboro-Bonham-Texasrkana sub-division men will not be shown on the Mineola-Dallas seniority roster and vice versa, those of that roster will not be shown on the Whitesboro-Bonham-Texasrkana seniority roster.

This agreement with the understanding that exercise of such seniority will only apply in case of reduction of force resulting in a Trainman being cut off the board and furloughed. He will then displace any junior Trainman employed at the other point, Mineola or Bonham, subsequent to June 1, 1941. Failing to do so within 15 days from time cut off, he will forfeit all seniority rights.

Promotion rights will be confined to his original home seniority roster.

Trainmen who have exercised their seniority rights under this agreement, if called back to original home seniority district, will be privileged to return by giving ten (10) days notice of their desire to do so, or privileged to remain by giving immediate notice of such desire, without affecting their rights under this agreement, or seniority standing on home district.

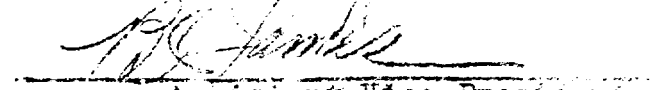
It is agreed that there will be no expense, including deadheading, imposed upon the Carrier in connection with this agreement.

This Agreement to continue in effect for one year and thereafter, subject to change thereafter in accordance with Section 6 of the Railway Labor Act.

FOR THE BROTHERHOOD OF RAILROAD
TRAINMEN:


General Chairman.

FOR THE TEXAS AND PACIFIC RAILROAD
COMPANY:


Assistant Vice-President

Therefore inbound trains in conformity with Article XIII, Section 1(b) of the October 31, 1985 National Agreement may make two (2) straight set outs to yard tracks (Nos. 3, 4, 5 etc.) and those spur tracks north of Track No. 1 when train is yarded on Track No. 1 or Track No. 2. Likewise, when train is yarded in one of the yard tracks (Nos. 3, 4, 5, etc.) such set outs may be made in Tracks No. 1 & 2 and those spur tracks north of Track No. 1. However, when train is yarded in one of the yard tracks, (Nos. 3, 4, 5, etc.) set outs to other yard tracks when train would have fit on track yarded would be in violation of Article XIII, Section 1(b). Also, trains yarded in Track No. 1 or Track No. 2 may not set out on the other track. This same interpretation to apply to outbound trains when they make straight pick ups.

* * *

MEMORANDUM AGREEMENT, February 1, 1984, TC-24486:

In order to provide more efficient car handling service for its patrons in the area of Denton, Texas, the Missouri Pacific Railroad Company plans to make certain changes in its local and dodger service in this area. To assist in accomplishing this purpose, IT IS AGREED:

1. Dodger service may be established at Denton as assigned terminal for crews. Dodger crews so assigned may operate into and out of and through Denton as many times as may be required during a tour of duty without starting a new day. Crews in this service will be paid on a continuous time basis or each tour of duty with overtime after the expiration of eight (8) hours on duty, and will not be allowed initial and/or final terminal or station switching time in addition thereto. The dodger rate of pay and air pay will apply.

2. These crews may be required at Denton to switch industries as needed. The limits on the Denton dodger are Mingo and Watauga, inclusive.

The establishment of this dodger at Denton does not in any way affect Local trains or other trains from setting out or picking up or switching within the assigned limits of this dodger.

3. Lockers will be furnished and it will not be necessary to assign cabooses. Crews working on these assignments will have a set starting time and will show up. Starting time may be changed on 48 hours notice.

This Agreement, signed at Dallas, Texas, this 1st day of February 1984, and may be cancelled by fifteen (15) days written notice from one party to the other.

LOCAL 594 - LONGVIEW YARD

MEMORANDUM OF UNDERSTANDING, April 16, 1946, T-20825:

It is agreed that a third yard helper on each of the three yard engines - one on each trick who performs herder service - will be allowed foreman's rate in lieu of herder's rate; and that they will be required to

act as herder in the handling of all inbound and outbound freight and passenger engines (including engines on T&P trains turning at Longview); meet all I-GN trains coming into Longview at Junction where such trains enter T&P track, and act as pilot of such trains, giving all signals necessary to cross these trains over to T&P yard and put them in whatever track designated by the yardmaster, staying with each train until they come to rest on designated yard track - then herd engine to the round house; and make straight set-out and/or pick-up on passenger trains, including placing to the platform and over the cross-over for unloading the car set out on head end of train 13.

When necessary to reduce I-GN No. 26 by setting the head car over to uncover 16's pick-up, this service will be performed by yard crew.

Passenger trainmen will be relieved of picking up or setting out at Longview, effective April 20, 1946.

This agreement is only applicable at Longview and will not be used or referred to in any manner by either party in connection with a case occurring at any other point.

MEMORANDUM OF AGREEMENT, June 18, 1979:

Pursuant to provisions of Article 12 BLE, Article 5 UTU(T) and Article 6 UTU(E) Agreements, it is agreed:

Yard engine and switch crews will be placed on duty and be relieved from duty at the locker room at Longview Yard. In addition, yard engine and switch crews will not be required to walk in excess of 300 feet from locker room door to receive or deliver locomotives on which they are to perform service. The following will outline tie up limits: Yard engines will tie up in the west end of tracks 9 through 14 between the west end of these tracks and the scale house, also track 16 can be used from the west end of concrete piggyback dock to west end of track. Other limits will be designated by the sign T/L, which will designate the outer limit and engines will be required to tie up between this sign and the locker room.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



January 18, 1997

S920-22

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions in conference on Monday, January 2, 1997, regarding the pool freight service between Chico and Dallas, Texas, and, specifically, whether employees assigned to this pool are entitled to receive the meal allowance set forth in Article IX, Section 2, Paragraph (e) of the October 31, 1985 UTU National Agreement.

As evidenced by the Carrier's notice dated March 9, 1990, establishment of the above-referenced pool freight service was accomplished pursuant to the provisions of Article IX of the October 31, 1985 UTU National Agreement. In reviewing the parties' records pertaining to this service, it is also apparent much discussion focused on the need to provide shippers served by this pool freight service with timely and consistent service. Among the items discussed by the parties was whether the crews would be afforded time to eat. Consistent with those discussions, and in order to avoid the delays associated with allowing crews time to eat en route, this letter shall serve to confirm the parties' understanding that crews in the Chico - Dallas pool freight service will, commencing Monday, January 13, 1997, be paid the \$1.50 per trip meal allowance set forth in Article IX, Section 2, Paragraph (e) of the October 31, 1985 UTU National Agreement. Payment of said meal allowance will be made in accordance with existing interpretations and arbitral precedent.

Finally, it is understood and agreed payment of the meal allowance set forth above is being made to address a specific and unique situation and will not be considered in any manner as a precedent for the payment of this allowance. Moreover, it is understood this arrangement will not be cited by either party for any reason in any future forum or proceeding.

If the foregoing properly reflects the parties' understandings regarding this matter, please so indicate by affixing your signature in the space provided below; returning one (1) fully executed copy to my office.

Sincerely,

/s/ A. Terry Olin
General Director - Labor
Relations Operating - South

AGREED:

/s/ S. B. Rudel
General Chairman, UTU

- 235b -

Employees will not be permitted to climb through cars or engines to tie up or go on duty.

This agreement signed 18th day of June, 1979, represents a separate understanding between the Carrier and each of the Organizations, (BLE, UTU-T, UTU-E) and may be cancelled by either of the parties signatory hereto, by giving fifteen (15) days written notice to the other.

* * * * *

LOCAL 594 - MINEOLA

ROAD

LETTER OF UNDERSTANDING, September 13, 1938:

Dallas, Mineola Sub Division

All concerned

To avoid loss of time and expense in connection with brakemen and train baggagemen protecting outside vacancies from Mineola extra board, in connection with train baggagemen and brakemen reporting for assigned runs, which has been agreed to with Local Chairman B.R.T. the following will govern effective with date of this notice and all concerned having to do with handling the brakemen and baggagemen will be governed accordingly.

On outside local runs.

When a regular brakeman is laying off and desires to report for duty, he will be required to report by six 6 pm Saturday to be allowed to go out on the run Monday. On week days he will be required to report by six 6 pm to be allowed to go out on his run the following day.

On outside passenger runs.

When a regular brakeman or baggageman is laying off and desires to report for duty on his run, he will be required to report within twelve 12 hours before his run is due out, to be allowed to go out on the run. (See MofA 10/8/54 below)

MEMORANDUM OF AGREEMENT, October 8, 1954, File TC-1364:

Applicable to the MINEOLA board only, supplementing understanding in effect September 13, 1938 with reference to reporting on outside assignments of brakemen:

On outside assignments of dodgers, locals and assigned work trains when the usual duty time of the job is after 5:00 PM, the following will apply:

On seven (7) day assignments, brakemen off for any reason must report prior to 5:00 AM before they will be permitted to see service on that date.

On six (6) day assignments, brakemen off for any reason must report prior to 5:00 AM on the morning of the day the job does not work.

This agreement may be cancelled upon fifteen (15) days written notice by either party signatory hereto to the other.

MEMORANDUM OF AGREEMENT, May 8, 1967, File TC-16103:

IT IS AGREED, effective May 15, 1967, the following will apply to Trainmen's service at Mineola only.

A. When an extra trainman from a terminal extra board point is deadheaded for service at other points, he will be relieved from such assignment at the end of the work week for the vacancy being filled regardless of how long he has been on the assignment; except that should the assignment be annulled and not worked the last work day of the work week of the assignment, he will be relieved as promptly as possible after it has been determined that the assignment will not work on the last day of the work week.

B. When an extra trainman is so deadheaded, he will be allowed deadhead pay from the terminal extra board point to the other point, and the extra trainman who is finally relieved by the regular incumbent will be allowed deadhead pay from the other point to the terminal extra board point.

C. Should an extra trainman be sent from the terminal extra board point and lay off before the end of the work week as per (A) above and is relieved by another extra trainman from the terminal extra board point, then the latter trainman will be allowed deadhead pay in both directions.

This agreement is subject to cancellation upon ten (10) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, May 28, 1966:

Effective June 1, 1966, the following will apply to Trainmen in Dodger service only between Fort Worth and Dallas:

A. When an extra Trainman is deadhead from Mineola to Fort Worth or Arlington for Dodger Service, he will be relieved from such assignment at the end of the work week for the vacancy being filled regardless of how long he has been on the assignment; except that should the assignment be annulled and

not worked the last day of the work week of the assignment, he will be relieved as promptly as possible after it has been determined that the assignment will not work on the last day of the work week.

B. When an extra Trainman is so deadheaded, he will be allowed deadhead pay from Mineola to Fort Worth, and the extra Trainman who is finally relieved by the regular incumbent will be allowed deadhead pay from Fort Worth to Mineola.

C. Should an extra Trainman be sent from Mineola and lay off before the end of the week as per "A" above and is relieved by another extra Trainman from Mineola, the latter Trainman will be allowed deadhead pay in both directions.

This agreement is subject to cancellation upon ten (10) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, September 20, 1965:

IT IS AGREED, effective October 1, 1965:

At Mineola only, a regular assigned pool freight brakeman, who lays off on call or misses call, or otherwise for any reason does not protect his regular turn, will not be considered available for service except in emergency during the period his regular assigned turn is away from Mineola, except in event his regular assigned turn is required to perform temporary work train service under the Agreement and tied up at an intermediate point or at the away-from-home terminal he will be allowed to relieve the extra man who is on his turn, at the away-from-home terminal or intermediate point, after his return has completed one trip or one tour of duty in temporary work train service.

It is understood that a regular assigned man deadheading to his assignment or the extra man relieved from the assignment will not receive deadhead pay in either direction.

This Agreement is subject to cancellation on ten (10) days written notice by either party.

MEMORANDUM OF AGREEMENT, January 21, 1966, File T-34375:

IT IS AGREED, effective February 1, 1966, at Mineola only, when it is necessary to send a relief crew from Mineola to relieve the regularly assigned Mineola-Fort Worth local or Mineola-Texarkana local on the line of road while enroute Mineola under the Hours of Service Law, or for any other reason, the relief crew will be called from the conductors' and brakemen's extra board at Mineola.

This Agreement may be cancelled by either party giving ten (10) days written notice to the other.

MEMORANDUM OF AGREEMENT, November 27, 1968:

IT IS AGREED, effective December 1, 1968, at Mineola only, that:

When two train crews (conductor and brakemen) are called for the same time, one to deadhead, and the other to take the train out the crew first out will deadhead, and the second out crew will run the train when the deadheading is to be over the entire district; the crew deadheading will stand first out on arrival. If called to deadhead for service enroute, the crew second out will be deadheaded.

This Agreement is subject to cancellation on fifteen (15) days written notice by either party to the other.

LETTER January 3, 1973, signed by Supt. Cranford addressed to Local Chairman S. J. Hughes:

Reference your letter of December 26, 1972 requesting that the Agreement signed at Alexandria, Louisiana on December 4, 1972 be placed in effect. (Runaround Enroute, Art. 12, page 365.)

This is to advise that this Agreement will be placed in effect on January 5, 1973. (See Agreement below.)

MEMORANDUM OF AGREEMENT, September 26, 1975, File I-303-81:

The agreement dated December 4, 1972, covering conductors and brakemen run around on line of road is modified to the extent set forth below:

All chain gang freight conductors and brakemen shall be called first in, first out at Mineola, except that these chain gang employes will be marked up at the away-from-home terminal and home terminal in the same order they stood when they were called at their home terminal and will be used in their turn provided they are fully rested.

The foregoing is applicable only to chain gang employes on the Mineola District and shall become effective October 15, 1975.

This memorandum of agreement signed this 26th day of September, 1975, is subject to cancellation upon ten (10) days written notice from either party to the other.

LETTER AGREEMENT, January 7, 1977, File I 303-81:

This has reference to our telephone conversations today concerning the handling of Mineola Pool crews.

It is my understanding you have received complaints from pool crews called to make short turn-around trips out of the home terminal at Mineola because they are held off of the pool board until other crews called for runs to Ft. Worth and other away-from-home terminals return to Mineola and mark up on the board. This handling has caused the crews used on short turnaround trips out of Mineola to lose mileage.

You have asked that we amend the Agreement to the extent that pool crews called to make short turn-around trips out of the home terminal at Mineola be marked up on the bottom of the pool freight board upon their return to Mineola. I have no objection to amending the Agreement as outlined above, effective February 1, 1977, subject to cancellation by either party upon ten (10) days' written notice.

MEMORANDUM OF AGREEMENT, August 31, 1972:

This Memorandum of Agreement is to apply at Mineola only in connection with Memorandum of Agreement dated September 15, 1959, Carrier's file T-31647, regarding Section II (2), concerning the filling of positions of conductor that are bulletined and no bids received; also the filling of vacancies in pool freight and vacancies on conductors' extra board.

- (a) At Mineola, when there is a vacancy on the conductors' extra board to be filled, it will be assigned to the senior conductor who has prior thereto filed a written request with the agent and/or crew caller at Mineola, with a copy to the Local Chairmen, for assignment to the next vacancy on the conductors' extra board. In the absence of any such request on file, the junior unassigned conductor will be assigned.
- (b) It is further understood that conductors' vacancies on pool freight crews operating out of Mineola will be filled in the same manner.
- (c) In the event a conductor fails to exercise his seniority on one of these assignments that his seniority would otherwise permit him to hold, he will not be considered available for any conductors' service unless there is no promoted trainman that can be used.
- (d) This agreement does not change any of the provisions of other agreements concerning the filling of conductor vacancies, except to the extent necessary to conform with

this agreement.

- (e) This agreement becomes effective September 15, 1972, and is subject to cancellation upon 15 days written notice from either party hereto upon the others.

MEMORANDUM OF AGREEMENT, November 13, 1953:

The following shall govern the handling of the three (3) designated extra passenger conductors under Article 3, at Mineola:

(1) Such conductors will be called to protect all extra passenger service when available at the time call is made for such service.

(2) Any such conductor who lays off, misses call, fails to respond, or for any reason does not protect passenger service in accordance with applicable rules, will be placed on the lay-off board until the employee who accepted such service in his stead, returns to the terminal, except as hereinafter provided.

- (a) If any such conductor lays off and a junior conductor is called for passenger service within sixteen (16) hours from such time of lay-off, the provisions of the preceding paragraph shall apply.

(3) Should the call be for a vacancy on an outlying run, the conductor who lays off, misses call, or fails to respond to call, may, upon his request, displace the junior conductor who accepted the call, deadheading at his own expense to and from the vacancy, provided the conductor who was sent out has worked at least one complete trip, and further providing, that such displacement request is made not later than the arrival of the run at the home terminal.

(4) An extra passenger conductor filling a vacancy on an assigned run will not be used on other passenger vacancies during the time he is assigned to and filling such vacancy.

(5) EXCEPTION: Employees referred to in this agreement may be used in emergency when no other employees are available to protect the service.

(6) This agreement will not be used in any way for the handling of discipline matters.

(7) This agreement is effective November 20th, 1953, and will be null and void upon fifteen (15) days advance notice in writing by the Organization Parties signatory hereto to the Carriers Superintendent, or vice versa.

MEMORANDUM OF AGREEMENT, April 29, 1959:

IT IS AGREED, Effective May 15, 1959, in the application of Article 3 (e)-(1st) on the Mineola seniority district that:

1. (a) In connection with the three (3) designated conductors assigned to extra passenger work, the senior passenger conductor with a number and date, who is not regularly assigned in passenger service, and who has filed written application prior to date of a vacancy for service as a designated conductor assigned to extra passenger work, will be assigned thereto and will rank according to his passenger conductor's number and date. He will not be permitted to vacate such status until after the expiration of thirty (30) days from the date of filing written notice of his desire to relinquish such status.

(b) A passenger conductor who is displaced from a regular passenger assignment and who files written request at the time to be assigned as a designated extra passenger conductor will be, subject to his seniority, so assigned, thus eliminating the youngest conductor from such status.
2. (a) Any conductor who has established a passenger number and date, who does not hold a regular passenger assignment, and who is not assigned as one of the three (3) designated conductors assigned to extra passenger work as per paragraph 1, will not later than ten (10) days from the effective date of this agreement file a written notice stating whether or not he desires to be considered for passenger service when none of the conductors assigned to the designated extra passenger conductor's board are available. Such written notice will remain in effect until revoked by a thirty (30) day written notice.

(b) This applies in the same manner to other conductors hereafter establishing a passenger number and date, and otherwise acquiring the same status as those covered by paragraph (a) above, except that the ten day written notice must be filed within ten (10) days from the date he attains such status.
3. Copies of written matters herein referred to will be filed with the General Yardmaster at Mineola yard and a copy furnished the Local Chairman of the O. R. C. & B. at Mineola.

4. The carrier will not be put to any additional expense, nor be required to pay any time claims in connection with or arising from this agreement.

5. This agreement is subject to cancellation upon ten (10) days written notice of either party to the other.

MEMORANDUM OF AGREEMENT, May 16, 1929, in connection with Findings of the Emergency Board, Rendered April 24, 1929:

Case No. 6 - Assignment of passenger engine crews on the Fort Worth-Texarkana Runs.

It is agreed that passenger engine crews will continue to run between Fort Worth and Texarkana instead of changing at Mineola, as suggested by the Emergency Board.

AWARD 1318 - MEMORANDUM OF AGREEMENT - DALLAS YARD February 12, 1942:

Effective February 16, 1942, road crews will only be required to pick up and set out at one point within the switching limits of Dallas.

It will not be a violation of this agreement to require a road crew to cut engine off, after arrival, for switch engine to switch train at another point other than the one point where road crew performs the work, and put their engine back on train after the yard engine completes its work thereon.

MEMORANDUM OF AGREEMENT, September 4, 1947, T-22142 in connection with developing of the Orphan's Home District as an industrial section and changing location of Dallas Yard Limit Board incident thereto:

IT IS AGREED the East Yard Limit Board, Dallas, may be moved from present location MP 208.2 to approximately 205.50 under the following conditions:

(1) The initial construction of the running and lead tracks will be performed by road crews. Following the initial construction of these tracks in the vicinity of Orphan's Home the yard limit board may then be moved from its present location at Mile Post 208.2 to approximately Mile Post 205.50.

(2) After the East Yard Limit is moved this territory will then be within the switching and/or yard limits of Dallas.

(3) The present tonnage rating on engines will not be increased following the movement of this yard limit board.

(4) The present agreement in connection with picking up and setting out by road crews at Dallas will be continued in effect. Further, it is understood that a road train will not be cut at more than one point on the East side of Dallas for the purpose of picking up or setting out or to be switched by yard engine.

(5) Any road crew that may be tied up within the yard limits on the East side of Dallas under Hours of Service Law will be tied up in East Dallas and/or moved promptly to East Dallas by Yard crew, and the road crew will be paid continuous time until train is yarded in East Dallas train yard.

MEMORANDUM OF AGREEMENT, May 8, 1963, File T-33443:

In order to provide more efficient car handling service for its patrons in the area between Dallas and Fort Worth, the Texas and Pacific Railway Company plans to make certain changes in its local and dodger service in this area. To assist in accomplishing this purpose, IT IS Agreed:

1) ... If and when Arlington is established as an assigned terminal for dodger crews to be assigned between Dallas (vicinity of Downtown Switch Shanty) and East Yard Fort worth, dodger crews so assigned may operate into and out of and through Arlington as many times as may be required during a tour of duty without starting a new day. Crews in this dodger service will be paid on a continuous time basis for each tour of duty with overtime after the expiration of eight (8) hours on duty, and will not be allowed initial and/or final terminal or station switching time in addition thereto.

2) ... Dodger crews assigned as set forth above may operate into and out of East Yard Fort Worth as many times as may be required during a tour of duty without starting a new day or invoking claims on behalf of other road crews. When no yard engine is available these crews may be required at East Yard Fort Worth to make a straight set out and/or pick up. If a yard engine is available upon arrival of one of these dodgers at East Yard, the yard engine shall be required to take the cars off and/or place the cars on the dodger. It will be permissible for the dodger crew to cut off and run their engine out of the way and place it back on their train when the yard engine makes these moves. The same shall apply with respect to these dodgers making set outs and/or pick ups at Dallas.

3) ... In the event the Carrier decides to operate a dodger (or dodgers) with assigned terminal at Dallas, the outbound crew may proceed from tie-up point in Downtown Dallas Yard to Browder and make a straight pick up of cars to be handled west of Dallas. On arrival at Dallas to tie up, the crew may be required to make a straight set out of cars at Browder and then proceed to the tie-up point. Such crews may operate into and out of Dallas and East Yard Fort Worth as many times as required on a tour of duty without starting a new day or involving claims for other road crews, and on intermediate trips into and out of Dallas (Browder Yard) and trips into and out of East Yard Fort Worth will be subject to the setting-out and picking-up provisions set forth in Section 2 above.

4) ... This Agreement, signed at Dallas, Texas, this 8th day of May 1963, becomes effective this day, and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act as amended.

LETTER May 8, 1963, File T-33443:

Attached are fifteen copies of an Agreement made this date with the four operating brotherhoods in connection with dodger service in the Dallas-Fort Worth area.

We discussed at some length the matter of where the crews operating out of Arlington will go on duty and tie up. It was finally concluded that these crews would go on duty and tie up at "Arlington City", within three blocks of the depot, except in case of emergency such as being required to tie up on Hours of Service Law, or account derailment, etc.

Any dodger operating out of Downtown Dallas will be subject to the on duty and tie up limits set forth in Memorandum of Agreement of April 28, 1949, pertaining to tie-up point for yard crews in Downtown Dallas.

It was also concluded that except in the case of an individual employe requesting otherwise, those manning the Arlington dodgers should be given a two-hour call.

It is not the intention to have the Dodgers referred to in this Agreement handle cars east of Browder Passing siding on trips into Dallas.

MEMORANDUM OF AGREEMENT, April 25, 1969, File T-33443, 308-67:

The Agreement of May 8, 1963, covering dodger service in the Dallas-Fort Worth area, all letters of understanding in connection therewith, and any other agreements or practices to the contrary are hereby modified to provide that:

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
(former T&P)
and
UNITED TRANSPORTATION UNION (C&T)

IT IS AGREED, effective April 1, 1995, at Mineola only, a regular assigned conductor or brakeman who desires to voluntarily pass up their assignment may do so subject to the following conditions:

- a) Must have been on assignment for a period of sixty (60) days.
- b) Notify proper official of desire to pass up assignment.
- c) Ride the bulletin during bulletin period.

Upon meeting the above requirements, he/she will have the right to bump the youngest seniority conductor or youngest seniority brakeman in local or through freight service or extra board.

It is understood that the Carrier will not incur any additional expenses as a result of this agreement.

This agreement may be cancelled by either party giving ten (10) days' written notice to the other party.

UNITED TRANSPORTATION UNION

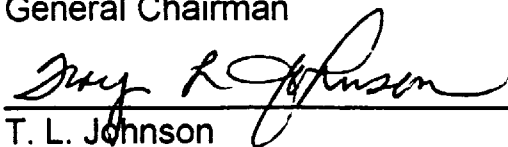
UNION PACIFIC RAILROAD COMPANY





S. B. Rudel
General Chairman

S. A. Bannister
Director Labor Relations
Operating - South



T. L. Johnson
Local Chairman L594-C



C. C. Harmon
Local Chairman L594-B

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

In order to protect the rights of the following individuals on the former Great Southwest Railroad (GSW):

NAME:	SSA:	SWMN:	FORE:	ENGR:
1. E. L. Nieswiadomy	XXX-XX-XXXX	05/20/63	12/16/63	05/01/66
2. C. E. Lynch	XXX-XX-XXXX	10/12/64	07/01/65	03/18/68
3. B. E. Moore	XXX-XX-XXXX	03/01/66	09/01/66	03/18/68
4. A. W. Rozell	XXX-XX-XXXX	03/10/71	02/16/73	09/18/73
5. S. R. Wright	XXX-XX-XXXX	03/06/73	09/18/73	
6. G. H. Cero	XXX-XX-XXXX	01/19/78	06/08/79	
7. R. D. Mahan	XXX-XX-XXXX			

and to provide for an orderly transition of the work to the appropriate Union Pacific Agreements and seniority districts,

IT IS AGREED:

I. GREAT SOUTHWEST EMPLOYEES

1. GSW employes shall have prior rights to train and engine service on the GSW. Those employes named above who do not, as of the date of this Agreement, have rights as Switchmen, Foremen and Engineer, once appropriately acquiring such rights, also shall have prior rights to such service on the GSW.

2. Prior rights GSW employes shall continue to be subject to the GSW Working Agreements and must remain on the GSA so long as seniority will permit in either train, engine service or MofW. (GSW Agreement is appended hereto as Attachment "A").

3. GSW employes identified above will be given the option of having their names placed on the bottom of either the 1 Worth or Mineola UP Brakemen's Seniority Roster and shall be afforded a seniority date as of the effective date of this agreement. GSW employes may not be forced to protect their newly acquired UP seniority nor shall they be subject to promotion to conductor; however, should GSW employe(s) voluntarily exercise rights to the UP, they will be required to take Conductor promotion under terms of the UP Agreement within six months of date such rights are exercised whether they remain working on the UP Seniority District or not, subject to item 2 above. Should a GSW employee fail to successfully pass the conductor's examination for promotion, all UP seniority will be forfeited; however, GSW rights shall be unaffected.

Q. Will R. D. Mahan, who holds no rights as switchman/foreman, be given option of establishing seniority on the UP?

A. Yes, but he may not work as such on either the GSW or UP until properly qualified.

4. GSW Engineers holding seniority as such on the date of this Agreement will be given the option of having their names placed on the bottom of the appropriate UP Engineer;

Seniority Roster (Presently #12111) and shall be afforded seniority date as of the effective date of this agreement unless there are UP employees in training for this seniority district in which event GSW engineers shall be afforded the same seniority date as, but following such trainees once they are promoted. Because GSW engineers are subject to item 2 above, they may not be forced to protect their newly acquired UP seniority nor may they voluntarily exercise such seniority rights unless they are unable to hold any other position on the GSW. GSW engineers exercising seniority such on the UP will not be required to lose time; however they must qualify on the UP as directed by the Superintendent or his representative.

GSW employes (Wright, Cero and/or Mahan) who may establish seniority as Engineer on the GSW subsequent to this agreement shall be afforded a synonymous date on the UP roster (presently #12111) but following any UP employe in training on said seniority district.

5. Any GSW employe not desiring to acquire seniority as brakeman and/or engineer on the UP may elect to decline such by notifying, in writing, Mr. T. L. Wilson, Sr., Director Labor Relations, 1416 Dodge Street, Omaha, Nebraska 6817 0323, with copy to General Chairman R. D. Mahan, 5704 Roberts Road, Colleyville, Tx 76034. Election to decline s seniority must be made within ninety (90) days of the effective date of this agreement and shall have no effect whatso-

ever on an individual's GSW rights. (Seniority election form is appended hereto as attachment "B").

Q. Will an election to decline UP seniority have any affect on a GSW employee's existing rights?

A. No, the establishment of additional seniority is at the option of the GSW employee.

II. TRAIN SERVICE OPERATIONS

1. Presently there are two regular assignments on the GSW

(8:00 AM and 10:00 PM). Should additional regular assignments be established on the GSW, it is understood that so long as there is at least one assignment on "first trick" that such assignment will be a GSW Job.

Q. May the assigned hours of the present GSW assignments be changed?

A. Yes, the hours listed in II (1) are for identification purposes.

2. Regular assignments in excess of two on the GSW shall be advertised and operated under Rules and Agreements applicable to the UP.

3. During the time that there are more than two regular assignments on the GSW, there shall be no restrictions as to the work which may be performed by any of the assignments notwithstanding the GSW jobs are yard assignments and additional jobs are UP road assignments.

4. GSW assignments (presently two) and any additional jobs assigned under II(2) above may be assigned to go on/off duty at either Arlington or the GSW yard office. The two GSW

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jobs may handle cars destined to or from GSW between
Arlington and GSW.

Q. May jobs other than GSW (up to two) handle
cars between Arlington and GSW?

A. Yes.

Q. May GSW job(s) be required to perform any switching at
Arlington?

A. No. At Arlington GSW job(s) shall only be permitted to
double over cars handled into or to be handled out of Arlington.

5. Temporary vacancies and extra assignments on the GSW shall be protected first
by GSW employes in accordance with the GSW Agreement; in the absence of GSW
employes, such vacancies on GSW shall be protected by UP employes and shall be
filled in accordance with procedures applicable to vacancies on the UP
Arlington Dodgers.

NOTE: That portion of Article 8 (g) of the GSW agreement reading, "The
senior employee desiring and applying for vacancy on a regular
assignment which has been or is known to be of five (5) days
or more duration will be permitted to exercise seniority to
same, but he may not do so on either of his off-days of his
own assignment." is waived and set aside.

Q. If there are more than two regular assignments on
the GSW, will the GSW Agreement apply in filling
vacancies on extra assignments?

A. No. The GSW agreement only applies when there are
less than three regular assignments.

Q. Are there any circumstances under which UP trainmen
may be assigned to the GSW extra board?

A. No. In the absence of GSW employees the GSW extra
board will be suspended/abolished.

6. Once all GSW employes have been attrited, the GSW contract as it
applies to train and engine service employes shall cease to exist
and the GSW will become an extension of

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the appropriate UP Seniority Districts under UP Rules and Agreements.

III. GENERAL

- Q. When a UP engineer/trainman fills a GSW assignment, will UP rules apply?
- A. Only insofar as filling vacancies in the absence of GSW employes; otherwise GSW rates and rules apply.
- Q. If a UP engineer protects a GSW job will special allowance(s) provided for in the September 3, 1981 agreement (45 minutes and/or \$2.75) apply?
- A. He will be entitled to such payment(s) that he would have received had he been working on an Arlington Dodger assignment.
- Q. If a UP Conductor and/or brakeman protects a GSW Job will short crew allowance provided for under UP Crew Consist Agreement, as amended, apply?
- A. The Conductor/Brakeman will be entitled to such payment that he would have received had he been working on an Arlington Dodger assignment.
- Q. Will a UP Conductor and/or Brakeman be entitled to receive a trip credit in their productivity fund for protecting GSW assignments?
- A. Only if such Conductor/Brakeman would have been entitled to such credit had he been working on an Arlington Dodger assignment.
- Q. Will a contribution be made to the UP employees' Productivity Fund when a UP Conductor and/or Brakeman protects a GSW assignment?
- A. Only when such GSW assignment is protected by a UP Conductor and Brakeman; otherwise, no contribution will be made.
- Q. Will a UP Conductor/Brakeman working a GSW

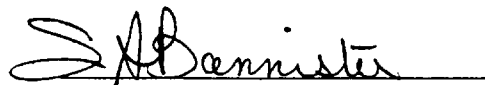
assignment be entitled to receive the \$3.75 Productivity Fund Allowance provided for under the UP Crew Consist Agreement?

- A. Yes, if the Conductor/Brakeman would have been entitled to such allowance for working an Arlington Dodger assignment.
- Q. Once all GSW employees have attrited how will GSW jobs be handled?
- A. There will be no GSW jobs after all GSW employes have attrited. All work on the GSW will flow to and become a part of the appropriate union Pacific seniority districts and shall be subject to union Pacific Agreements as set forth in Article II(2)

This agreement, signed this 13th day of October, 1994 shall become effective immediately and shall remain in effect until changed or cancelled in accordance with the terms of the Railway Labor Act, as amended; or by mutual consent of the parties signatory hereto. Further, this agreement is without prejudice to the position of any of the signatories and is not to be referred to in the future.

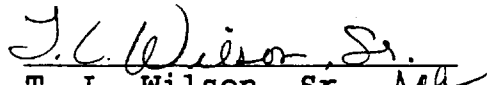


S. B. Rudel
General Chairman - UTU (UPRR)



S. A. Bannister
Director - Labor Relations

R. D. Mahan
General Chairman - UTU (GSW RR)

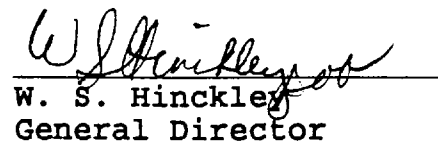


T. L. Wilson, Sr.
Director - Labor Relations

APPROVED:



A. M. Lankford
Vice President - UTU



W. S. Hinckley
General Director

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



July 15, 1994
110-7
550.20-1

Mr. S. B. Rudel
General Chairman - UTU
7817 Camelot
Ft. Worth, Tx 76134

Mr. R. D. Mahan
General Chairman - UTU
5704 Roberts Road
Colleyville, Tx 76034

Gentlemen:

This has reference to discussion concerning the Great Southwest and the agreement concerning transition of assignments thereon to the Union Pacific.

It is my understanding that question has been raised as to whether or not those GSW employees who might desire to do so may voluntarily take the examination for promotion to conductor. To address this matter, the following is suggested:

Any GSW employee who, under Item 3 of the transition agreement, elects to establish brakeman's seniority on the Union Pacific (either Mineola or Ft. Worth) may, notwithstanding the language of Item 3, voluntarily elect to take the examination for promotion to conductor.

Q. How will eligible GSW employees declare their desire to take voluntary promotion?

A. Carrier will solicit declarations within thirty (30) days after implementation of this agreement.

Q. When will the promotion examination be administered?

A. As soon as is consistently possible but not less than 120 days after implementation of this agreement.

Promotion to conductor will be on the seniority district compatible with their UP Brakeman's seniority district. Seniority date will be as of the date promoted, or the date of the first GSW employee who is promoted if more than one and will be in their relative standing as trainmen on the UP. EXCEPTION: Those Union Pacific Brakemen that are senior to

GSW employees but who have not been promoted to conductor shall, when promoted, be placed ahead of and will establish a conductor's date for the GSW employee(s).

Example: GSW employees A, B & C voluntarily take promotion and pass the examination on December 16, 1994. There are a total of ten (10) nonpromoted UP brakemen senior to these GSW employees. The GSW employees shall be afforded a seniority date of December 16, 1994; however, as the senior UP brakemen pass the examination they will be placed ahead of the GSW employees and the GSW employees' seniority dates will be adjusted accordingly. When the last UP Brakeman is promoted, he too will be placed ahead of the GSW employees and his date will become the permanent date for the GSW employees.

Should a GSW employee fail to successfully pass the examination for promotion (administered under the terms of the UP trainmen's agreement) all UP seniority will be forfeited; however, GSW rights shall not be affected.

Q. Will GSW employees promoted under this Memorandum of Agreement establish a conductor's seniority date for those GSW employees who may subsequently be promoted under the terms of Item 3 of the transition agreement?

A. No. This Memorandum of Agreement applies only to those GSW employees who elect voluntary promotion hereunder.


Q. May a GSW employee working on the GSW extra board or one of the GSW assignments (up to two) be forced to protect his UP conductor's seniority; i.e., may he be forced to a "no bid" vacancy?

A. So long as a GSW employee is working an assignment by virtue of his GSW seniority, he may not be forced to protect his UP conductor's seniority.

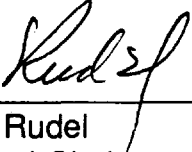
The foregoing will permit the GSW employees who desire to do so to be promoted promptly and will also respect the requirements of the promotion agreement which provides, "Promotion to conductor will be in the relative standing on the trainmen's seniority roster."

If the foregoing is acceptable to you, please so indicate by signing in the space provided, returning one copy to me and retaining the other for your files. This agreement will be placed in effect upon five days' written notice by the Carrier.

Yours truly,


S. A. Bannister
Director - Labor Relations

AGREED:



S. B. Rudel
General Chairman - UTU (UP)

R. D. Mahan
General Chairman - UTU (GSW)

cc: Mr. A. M. Lankford Vice
President - UTU

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UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



June 23, 1994
110-7

Mr. S. B. Rudel
General Chairman - UTU
7817 Camelot Ft. Worth,
Tx 76134

Dear Sir:


This has reference to our discussion concerning the "Great Southwest" agreement and productivity fund payments to be made when GSW assignments are protected by Union Pacific (former T&P) seniority district trainmen.

Carrier is agreeable to working out a method whereby the productivity fund will receive one-half credit for each GSW vacancy that is protected by a UP employee. For example, if UP employees protect a total of 10 GSW vacancies in a month, the fund will receive five credits.

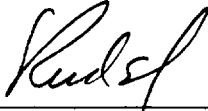
It is suggested that we discuss this matter with Mr. Tony Zabawa at the appropriate time and work out the mechanics of handling this matter to insure that proper credits to the fund are made.

If the foregoing is acceptable to you, please so indicate by signing in the space provided.

Yours truly,


S. A. Bannister
Director - Labor Relations

AGREED:



S. B. Rudel
General Chairman - UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



August 14, 1998
File: S-560.30;140-13;140-16

Mr. S.B. Rudel
General Chairman UTU
7817 Camelot Road
Fort Worth, TX 76134

Dear Sir:

This refers to our discussions concerning the establishment of a combination road (conductor/brakeman) board at Arlington, Texas (TP233). Due to the realignment of forces under the Longview Hub Merger Implementing Agreement and pending merger implementation in the Dallas/Fort Worth area, the parties agree to establish an extra board at Arlington, Texas to protect service as follows:

1. A combination (conductor/brakeman) guaranteed extra board shall be established at Arlington, Texas to protect assignments at Arlington (TP233), the Great Southwest Railroad assignments (TP231), the Waxahachie local and the Denton local. The existing guarantee extra board terms and conditions will apply to these assignments.
2. This extra board shall protect the assignments identified above until the implementation of the merger for this geographic territory and may be canceled by either party upon a thirty (30) day written notice.
3. This agreement will not be cited by either party and is entered into without prejudice to either party's position in merger negotiations.

If this foregoing is agreeable, please indicate your acceptance by signing below.

Sincere regards,

A handwritten signature in cursive script, reading "Catherine J. Andrews". The signature is written in dark ink and is positioned above the typed name.

Catherine J. Andrews
Director Labor Relations

AGREED:

A handwritten signature in cursive script, reading "S.B. Rudel". The signature is written in dark ink and is positioned above the typed name.

S.B. Rudel
UTU General Chairman

cc: D.J. Shudak - Superintendent
H.A. Straub - CMS
A.A. Zabawa - Timekeeping

1. Dodger crews working under the above mentioned agreement, and which go on and off duty at Arlington, will be put on and off duty near the yard office in the vicinity of the B.O.P. plant as agreed upon by the Carrier and representatives of the employes.
2. A suitable locker room with shower and toilet facilities, a lunch room with vending machines dispensing food, soft drinks, coffee, etc., and a lighted, hard-surfaced parking lot will be provided for these dodger crews adjacent to the on and off duty point. This will not change present eating practices for these crews.
3. Crews on dodgers tying up at B.O.P. will be allowed thirty minutes at the applicable pro rata rate of pay in addition to all other earnings for each tour of duty, for a period of three years, or until completion of the above described facility, whichever is later.
4. It will not be necessary to assign a caboose to each dodger crew tying up at B.O.P., but these crews will, when requested, be furnished a caboose when making movements away from reasonable proximity of tracks serving B.O.P. area.
5. Extra men working on dodgers tying up at B.O.P. will be furnished transportation, if needed, between B.O.P. and the passenger station at Arlington. If transportation is requested at the end of tour of duty and not afforded within thirty (30) minutes, the employe will be allowed additional pay at applicable pro rata rate for time waiting for transportation.
6. This Memorandum of Agreement, signed at Fort Worth, Texas, this 25th day of April, 1969, and will remain in effect until changed in accordance with the provisions of the Railway Labor Act.

* * * * *

LOCAL 733 - TEXARKANA YARD

LETTER AGREEMENT, effective April 20, 1946, File T-20122 et al:

It was agreed -

1. T-20122 (settlement of claims - omitted)

2. It being further agreed that the present switch tenders' position will be abolished, and a third yard helper will be assigned to the west lead engines; that is, a third yard helper will be added to the lead engines of each of the three shifts. The additional yard helper on each shift can perform the switch tenders service except as otherwise provided herein, herder service (including the piloting of locomotives around wye), and service as yard helper with the crew to which he is assigned when not engaged in performing switch tender and herder service.

When the third yard helper is engaged in performing switch tender and herder service, the remainder of the yard crew of foreman and two yard helpers will continue to perform service while such third helper is separated from his crew.

The third yard helper added to the west lead engines will not be used to line switches for inbound or outbound passenger or troop trains in the north end of passenger yard except that if the west lead or bum engine is switching in the north end of the passenger yard with crew of either a foreman and three yard helpers or a foreman and two yard helpers, one of the yard helpers may be required to line switches for inbound or outbound passenger or troop trains with the understanding other members of the crew will remain on the spot while the helper used is separated from his crew.

3. T-19536 (settlement of claims - omitted)

It is further agreed that in the future crews of yard engines assigned to north lead or bum engines will not be required to continue work while a yard helper member of such crew is lining switches for inbound or outbound passenger or troop trains. A yard helper member of the crew may be required to line switches for inbound or outbound passenger or troop trains in north end of passenger yard, but during the time he is lining such switches, either he will be accompanied by his crew or his crew will remain on the spot while he is separated from his crew.

* * * * *

MEMORANDUM OF AGREEMENT, May 14, 1965

Effective May 14, 1965, yardmen assigned as extra yardmen, Texarkana Yard only, will perform all work not performed by yardmen regularly assigned.

It being understood that yardmen assigned as extra men will be given all of the work not regularly performed by regularly assigned yardmen, but no extra man will be used after he has worked five (5) days in a work week as long as there are extra

men available who have not worked five (5) days in said work week.

If necessary to use an extra yardman after he has completed five (5) work days in any work week, he will be compensated for such service at the rate of time and one-half the same as a regularly assigned yardman would be if so used.

When the entire extra board is depleted and no extra men are available under the terms of this agreement to perform service and a vacancy exists for an extra man such will be filled by regular men as provided for in the Findings of Awards 753 to 756, inclusive, Texas and Pacific Board of Adjustment, reading in part:

"In the absence of any available extra man to fill a vacancy it is, therefore, incumbent on the Carrier to use the most senior man holding a regular assignment, who has at least eight hours to work before his regular assignment, unless he has filed with the Carrier a written indication that he does not care to be used off his regular assignment, in which case the next most senior man having eight hours to work before his regular assignment and who has not indicated that he does not wish to work off his assignment will be called."

AGREEMENT, February 22, 1961:

At regular meeting of Interstate Lodge No. 248 February 21, 1961, the motion was made, seconded and carried, to have Local Chairman L. H. Hussing, to have an agreement made with Terminal Trainmaster S. R. Wall that any switchman voluntarily exercising seniority can not bid his vacancy back in.

This agreement applies to Texarkana Yard only and is effective date of this letter.

Can be cancelled by either party within 10 days notice.

MEMORANDUM OF AGREEMENT, April 25, 1956:

The following Memorandum of Agreement entered into between the Texas and Pacific Railway Company and the Brotherhood of Railroad Trainmen is applicable in Texarkana Yard only.

IT IS AGREED: Effective April 25, 1956, for the duration of this Agreement or until cancelled, as outlined below, that part of Paragraph (a), Article 13 of the Yard Agreement, reading:

"...except that when a vacancy is bulletined, the oldest extra man shall be placed on same, but an extra man will not be permitted to double over on to such a vacancy until he has had eight (8) hours off duty as long as there are other extra men on board. It being understood that no man who is entitled to a regular job will be allowed to fill a vacancy properly belonging to an extra man."

will not be effective in Texarkana Yard, and, in lieu thereof, the following will apply:

Whenever a vacancy is bulletined for yardmen under the terms of Article 12, Yard Agreement, such vacancy or vacancies shall be filled by extra men during the period of the bulletin, under that part of Paragraph (a), Article 13, Yard Agreement, reading:

"Extra men shall be worked first in, first out"

This agreement becomes void and of no effect upon ten (10) days written notice from one party to the other without the complexity of handling under the Railway Labor Act.

* * * * *

MEMORANDUM OF AGREEMENT, September 19, 1957, File T-23165: (T&P Award 641)

IT IS AGREED: Yard foremen may be required to weigh cars at Texarkana.

The forty (40) cents per day allowance presently in effect for yard foremen who are required to act as weighmaster and actually weigh cars during their tour of duty at Texarkana, will be raised to fifty-five (55) cents per day.

This Agreement is retroactive to August 1, 1957, Adjustment in the amount of fifteen (15) cents per day will be made to all yard foremen who have been allowed the forty (40) cents per day for such service from August 1, 1957 until the date the fifty-five (55) cents allowance is put into effect.

* * * * *

MEMORANDUM OF AGREEMENT, January 15, 1984:

ON AND OFF DUTY POINTS

In compliance with Article 5, UTU (T), it is agreed:

Yard engines and switch engine crews will be placed on duty and be relieved from duty at the north end shanty and the west end shanty. In addition, yard engine and switch crews will not be required to walk in excess of 300 feet from the shanty to receive or deliver locomotives on which they are to perform duties. The following will outline tie-up limits. At the north end shanty engines will tie up and begin work on the east side of the shanty in any of the following tracks: Main Line 1 and 2; Yard Tracks 1, 2, 3, 4, 5 and 6 between the north switch on the 23 rail and the bumping post on the old ramp. On the west side of the north end shanty, yard engines will tie up and begin work around the horn between the road crossing coming to the shanty and the bumping post at the old ramp. At the west end shanty yard engines will tie up and begin work between track switch #1 and the clearance point of track #7 on the middle lead. On the back side yard engines will tie up and begin work on the back lead between the west switch on the #22 and track #501.

Employees will not be required to climb through cars or engines to tie up or go on duty.

This agreement signed this day, January 15, 1984, may be cancelled by either of the parties signed hereto by giving fifteen (15) written notice to the other.

AGREEMENT

Between

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY
THE KANSAS CITY SOUTHERN RAILWAY COMPANY
LOUISIANA & ARKANSAS RAILWAY COMPANY
MISSOURI PACIFIC RAILROAD COMPANY
ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
THE TEXAS AND PACIFIC RAILWAY COMPANY

and the

UNITED TRANSPORTATION UNION (C-T-S)

PROVIDING THAT ALL RAILROAD EMPLOYEES WITH SENIORITY IN ARKANSAS SHALL HAVE PROTECTION OF THEIR EARNINGS AND RIGHTS TO WORK ON JOBS OF THEIR CHOICE WITHOUT HAVING TO CHANGE THEIR PLACE OF RESIDENCE AS SET FORTH HEREIN BY REASON OF REPEAL OF THE ARKANSAS CREW LAWS.

IT IS AGREED:

SECTION 1. No railroad employee who has seniority in train or yard service in Arkansas on the effective date of repeal of the Arkansas Crew Laws shall thereafter be discharged, laid off, furloughed or suffer a reduction in earnings by reason of repeal of the Arkansas Crew Laws.

SECTION 2. (a). All employees who have seniority in train service and/or yard service in Arkansas on the effective date of repeal of the Arkansas Crew Laws shall be designated as PROTECTED EMPLOYEES.

(b). PROTECTED EMPLOYEES shall not become unemployed by reason of repeal of the Arkansas Crew Laws.

(c). PROTECTED EMPLOYEES shall not suffer a reduction in earnings by reason of repeal of the Arkansas Crew Laws.

(d). PROTECTED EMPLOYEES shall not be required to accept assignments by reason of repeal of the Arkansas Crew Laws which would require a change of residence. (A change of residence herein means that such employee will not be required to accept assignments away from the terminal, point or home terminal of the assignment on which he is working.)

(e). PROTECTED EMPLOYEES shall not be required to accept assignments where they do not hold seniority rights.

(f). PROTECTED EMPLOYEES shall not be forced from regular assignments to an extra board.

(g). PROTECTED EMPLOYEES shall be permitted to exercise their seniority rights to the assignments of their choice in accordance with schedule agreements, except as modified by this agreement.

(h). Any employee out of service account dismissed as of the effective date of repeal of the Arkansas Crew Laws, if subsequently reinstated, shall become a PROTECTED EMPLOYEE.

(i). Any PROTECTED EMPLOYEE dismissed for cause subsequent to repeal of the Arkansas Crew Laws, if subsequently reinstated, shall be restored to the status of a PROTECTED EMPLOYEE.

SECTION 3. (a). For the purpose of applying this agreement to determine if there has been a reduction of a PROTECTED EMPLOYEE by reason of repeal of the Arkansas Crew Laws, protected earnings will be established by dividing the total compensation earned, including vacation

pay, by the employee by the number of months in which he performed service preceding the month in which this agreement becomes effective, with a maximum of 12 months. Such protected earnings shall be adjusted to reflect subsequent general wage adjustments.

(b). Payment for any loss of earnings to a PROTECTED EMPLOYEE under this section will be for so long as he is unable in the normal exercise of his seniority rights to obtain a position producing compensation equal to or exceeding his protected earnings, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change of residence, to which he is entitled under the working agreement and which carries compensation exceeding that of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(c). If the compensation of a PROTECTED EMPLOYEE is less in any month in which he performs work than the aforesaid protected earnings by reason of repeal of the Arkansas Crew Laws, he shall be paid the difference, less compensation for any time lost on account of voluntary absences. Time lost by a regularly assigned employee account not reached for emergency service, and time lost by an extra yardman account not reached for emergency service outside regular calling time, shall not constitute a voluntary absence. Necessary adjustment for any month will be made no later than on second period payroll of the following month.

SECTION 4. (a). Jobs which, on the day before the effective date of repeal of the Arkansas Crew Laws, were maintained because of the Arkansas Crew Laws and which are in addition to the applicable labor agreement requirements, will be designated as "Law Jobs"...

(b). The railroads will not abolish "Law Jobs" in anticipation of repeal of the Arkansas Crew Laws. Crews with "Law Jobs" abolished for any reason prior to the effective date of repeal of the Arkansas Crew Laws and re-established subsequent to repeal of the Arkansas Crew Laws will be advertised as crews with "Law Jobs" subject to the advertisement and assignment provisions of this agreement.

(c). "Law Jobs" will not be eliminated subsequent to repeal of the Arkansas Crew Laws except as provided for in this agreement.

(d). The railroads will not be required to use an employee entering the service after repeal of the Arkansas Crew Laws on any vacancy if his use would exceed requirements of crew consist agreements.

SECTION 5. (a). PROTECTED EMPLOYEES will be permitted to exercise their seniority rights to the assignments of their choice, including the assignments required by crew consist agreements and assignments on crews with "Law Jobs" as provided in this section.

(b). (1). Permanent vacancies on road crews with "Law Jobs" will be advertised and will be filled pending advertisement and assignment by available PROTECTED EMPLOYEES only who are regularly assigned to the extra board, except to comply with crew consist agreements. A PROTECTED EMPLOYEE who is a regularly assigned brakeman on a crew with a "Law Job" will not be required to work as a brakeman to fill a vacancy on another crew pending advertisement and assignment to comply with crew consist agreements.

(2). Permanent vacancies on yard crews with "Law Jobs" will be advertised and will be filled pending advertisement and assignment by available PROTECTED EMPLOYEES only so long as there are PROTECTED EMPLOYEES regularly assigned to the extra board, except to comply with crew consist agreements.

(c). In the event there is no bid from a PROTECTED EMPLOYEE for an advertised vacancy on a crew with a "Law Job", the crew consist agreement shall apply.

(d). (1). Temporary vacancies (including vacation absences) on road crews with "Law Jobs" will be filled by available PROTECTED EMPLOYEES only who are regularly assigned to the extra board, except to comply with crew consist agreements. A PROTECTED EMPLOYEE who is a regularly assigned brakeman on a crew with a "Law Job" will not be required to work as a brakeman to fill a temporary vacancy (including vacation absences) on another crew to comply with crew consist agreements.

(2). Temporary vacancies (including vacation absences) on yard crews with "Law Jobs" will be filled by available PROTECTED EMPLOYEES only so long as there are PROTECTED EMPLOYEES regularly assigned to the extra board, except to comply with crew consist agreements.

(e). (1). In the event there is no bid from a PROTECTED EMPLOYEE for an advertised vacancy on a crew to comply with crew consist agreement at an extra board point, the junior PROTECTED EMPLOYEE assigned to that extra board shall be assigned to such vacancy. In the event there is no PROTECTED EMPLOYEE to assign from that extra board, the junior PROTECTED EMPLOYEE assigned to a crew with a "Law Job" at that point shall be assigned to such vacancy. If the vacancy exists at away-from-extra-board point, the junior PROTECTED EMPLOYEE

assigned to a crew with a "Law Job" at such away-from-extra-board point shall be assigned to such vacancy. In the event there is no PROTECTED EMPLOYEE at that point to assign to the vacancy, the junior non-protected employee assigned to the extra board shall be assigned to such vacancy. If none, someone will be hired to fill the vacancy. The provisions of this paragraph shall not apply to regularly assigned conductors.

(2). The junior PROTECTED EMPLOYEE assigned under the provisions of this paragraph (e) or exercising seniority from a crew with a "Law Job" to a crew consist job shall not be permitted to exercise seniority to the position he vacated; nor will any two or more employees be permitted to exercise seniority between advertised vacancies for the purpose of circumventing the application and intent of this paragraph (e).

(3). On railroads where dual road and yard seniority rights agreements are in effect, or are subsequently placed in effect, no prior rights PROTECTED ROAD SERVICE EMPLOYEE shall be required to leave road service to fill a yard service crew consist job, nor shall a prior rights PROTECTED YARD SERVICE EMPLOYEE be required to leave yard service to fill a road service crew consist job; however, prior rights yard service employees exercising seniority in road service shall be removed from road service in reverse order of their seniority when there is no PROTECTED EMPLOYEE to assign under sub-paragraph (1) of paragraph (e) of this section, and/or prior rights road service employees exercising seniority in yard service shall be removed from yard service when there is no PROTECTED EMPLOYEE to assign under sub-paragraph (1) of paragraph (e) of this section. PROTECTED EMPLOYEES with road and yard seniority, but without prior rights to either road or yard service, shall be subject to the provisions of sub-paragraphs (1) and (2) of paragraph (e).

(f). In the event the extra board is reduced and more crews require "Law Jobs" to provide employment for the number of PROTECTED EMPLOYEES reduced from the extra board, sufficient extra PROTECTED EMPLOYEES to accomplish this will be permitted to fill "Law Jobs" of their selection in accordance with their seniority.

(g). Any PROTECTED EMPLOYEE (conductor, brakeman or yardman) displaced through no fault of his own may exercise his seniority rights over junior employees. In the event there is no junior employee to displace at point where working when displaced and there are crews assigned at such point from which "Law Jobs" have been eliminated, such PROTECTED EMPLOYEE may, if he desires, fill any "Law Job" previously available at such point.

SECTION 6. So long as PROTECTED EMPLOYEES are assigned to crews with "Law Jobs" under this agreement or to extra boards, through and irregular freight crew pool boards and extra boards (road and yard) will continue to be regulated (adjusted) as nearly as practicable, as in other states and under present rules and/or practices.

SECTION 7. This agreement constitutes a separate agreement between the parties on each individual railroad and changes agreements, rules and practices on each railroad only to the extent necessary to confirm herewith.

SECTION 8. This agreement shall become effective on the day following the date the Arkansas Crew Laws are repealed and the results certified by proper governmental authority, and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Little Rock, Arkansas, this 12th day of July, 1972. FOR THE UNION:

FOR THE RAILROADS:

/s/ K. L. Brockman
Chmn., UTU(T)
CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY

/s/ G. E. Mallery
Labor Relations Representative
CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY

/s/ L. C. Chisholm
Chmn., UTU(S)
CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY

/s/ E. E. Margason
Chief Labor Relations Officer
CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY

/s/ H. E. Nelson
Churn., UTU(T)
THE KANSAS CITY SOUTHERN RY.
CO. THE LOUISIANA & ARKANSAS
RY. CO.

/s/ D. E. Farrar
Vice Pres.-Personnel
THE KANSAS CITY SOUTHERN RY.
CO. THE LOUISIANA & ARKANSAS
RY. CO.

/s/ C. I. Shelton
Chmn., UTU(C&T)
MISSOURI PACIFIC RAILROAD CO.

/s/ O. B. Sayers
Director of Labor Relations
MISSOURI PACIFIC RAILROAD CO.
THE TEXAS AND PACIFIC RAILWAY
COMPANY

/s/ E. A. Clayton
Churn., UTU(T)
THE TEXAS AND PACIFIC RY. CO.

/s/ J. W. Reynolds
Chmn., UTU(T)
ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY

/s/ J. J. Ratcliff
Director of Labor Relations
ST. LOUIS-SAN FRANCISCO
RAILWAY COMPANY

/s/ R. J. Roberts
Chmn., UTU(T)
ST. LOUIS SOUTHWESTERN
RY. CO.

/s/ M. L. Erwin
Manager Personnel
ST. LOUIS SOUTHWESTERN
RY. CO.

LOCAL 823 - BIG SPRING
YARD

MEMORANDUM OF AGREEMENT, January 7, 1950, T-24783:

1. Effective with date of this agreement, January 7, 1950, the seniority rosters of conductors and brakemen, employed by the Abilene and Southern Railway, and that of Texas and Pacific Railway Yardmen, employed at Abilene, Texas, will be consolidated into one common seniority roster, copy attached as Appendix "A", and hereafter the seniority rights as shown on said consolidated seniority roster will prevail in the assignment of men to service, both on the Abilene & Southern Railway (as conductors and/or brakemen) and as yardmen in Texas & Pacific Yard at Abilene except as hereinafter provided:

2. It is understood that crews assigned strictly in yard service at Abilene will be governed by the schedule of pay allowed and rules governing yardmen, car retarder operators and switch tenders employed by the Texas and Pacific Railway Company, and that the one Abilene and Southern Railway road crew now assigned and performing some service in the yard at Abilene will continue to be governed by the agreements applicable to conductors and brakemen employed by the Abilene and Southern Railway. It is further understood that not more than one Abilene and Southern road crew will be required to perform any service in Abilene Yard in any one day.

3. R. L. Myers, O. D. Allphin, L. M. Wallace, J. M. Huddleston and F. C. Altom will hold prior rights to service in Abilene Yard and L. S. Daniel, J. E. Lawson, B. F. Hardin and C. R. Self will hold prior rights to service on the Abilene and Southern Railway except as herein provided.

4. Three of the present yardmen at Abilene named in paragraph 3 of this agreement will be assigned to the first trick yard engine crew at Abilene, if they desire. They will hold prior rights to service on this one assignment so long as they remain on this one assignment. Should one or more of the three senior men vacate a position on said first trick assignment, the original Abilene yardmen named in paragraph 3 of this agreement will have preference to said assignment and will then hold prior rights to service on said assignment, subject

to displacement under schedule rules only by a senior original Abilene yardman who may become displaced by the exercise of seniority. once an original Abilene yardman named in paragraph 3 of this Agreement exercises his seniority shown on the consolidated seniority roster, Appendix "A", his prior rights to said first trick assignment will cease until such time as the service is reduced to the extent that there will only be one yard crew assigned in Abilene Yard and one Abilene and Southern Railway road crew left in service, when they will revert back to prior rights on said first trick assignment.

5. Three of the present Abilene and Southern Railway employees named in paragraph 3 of this agreement will be assigned to the Abilene and Southern road crew, if they desire. They will hold prior rights to service on this one assignment so long as they remain on this one assignment. Should one or more of the three senior men vacate a position on said Abilene and Southern Railway road crew assignment, the original Abilene and Southern men named in paragraph 3 of this agreement will have preference to said assignment and will then hold prior rights to said assignment, subject to displacement under schedule rules only by a senior original Abilene and Southern roadman who may become displaced by the exercise of seniority. Once an original Abilene & Southern roadman named in paragraph 3 of this agreement exercises his seniority shown on the consolidated seniority roster, Appendix "A", his prior rights to said Abilene and Southern road crew will cease until such time as the service is reduced to the extent that there will only be one yard crew assigned in Abilene Yard and one Abilene and Southern Railway road crew left in service, when they will revert back to prior rights on said Abilene and Southern Railway road crew.

6. Men named in paragraph 3 of this agreement who may take temporary work or construction trains in the exercise of their seniority rights when such job or assignment is pulled off or who may become displaced from such temporary service will be privileged to exercise their seniority rights under the consolidated seniority roster, Appendix "A", when displaced from such temporary service or assignment.

7. Nothing in this agreement shall be construed to permit the carrier to discontinue either the yard service at Abilene or the Abilene and Southern Railway road crew and merge the service and operate only one crew in both services.

Appendix "A" - omitted.

MEMORANDUM OF AGREEMENT, September 30, 1946, T-21472:

Effective October 15, 1946:

1. That extra yardmen failing to respond to call for service will be placed on lay-off board until the man who worked in his place completes the shift and will then be placed on the board behind the extra man who accepted the call which he failed to respond to.
2. Extra yardmen laying off will be required to remain off and will not be permitted to report for duty for ten (10) hours from the time they lay off.

NOTE: This agreement subject to cancellation on fifteen (15) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, July 3, 1957:

Effective July 21, 1957, the following shall govern with respect to temporary yard service at Odessa:

The Memorandum of Agreement of August 31, 1948, which became effective September 6, 1948, and the Memorandum of Agreement dated February 13, 1956, which became effective February 20, 1956, are cancelled.

Road trainmen and/or conductors now assigned to yard service at Odessa and holding prior rights at that point will continue to maintain and accumulate seniority in road service, and may continue in yard service at Odessa as prior rights men unless and until they return to road service.

Seniority of Big Spring yardmen is applicable to yard service at Odessa. Such yardmen will not be allowed to displace any man holding prior rights at Odessa.

When an extra yardman is sent to Odessa for service, he will be used as long as the vacancy for which sent exists. When released at Odessa, he will return to Big Spring and place himself in accordance with schedule rules governing. (See MofA 6/12/58)

Yardmen going from Big Spring to Odessa, or vice-versa, because their seniority so permits or requires, will not be allowed deadhead pay. When yardmen are deadheaded for service in other instances between such points at the direction of the Carrier, they will be allowed one hour's pay for each deadhead at the yard helper's rate. This applies at Big Spring-Odessa only and does not affect such matters at any other point. (See MofA effective 4/1/68, amending allowance to 50 miles.)

The above is without prejudice to Article 27 of the Conductor's and Trainmen's Agreements.

MEMORANDUM OF AGREEMENT, June 12, 1958

IT IS HEREBY AGREED THAT: As long as Odessa yard engine assignment is same as present, the following will govern:

1. When vacancy occurs due to any condition, whereby it is necessary to send an extra yardman from Big Spring yardmen's board, the extra yardman will only be required to protect the Odessa assignment one work week, at end of which he will be required to return to Big Spring yardmen's board.

2. The first man working a vacancy will be allowed deadhead to the assignment and the last man working the same vacancy will be allowed deadhead from the assignment. This is understood to mean that the Company will be required to pay deadhead pay one time to the job and one time returning on the same vacancy.

This agreement may be cancelled upon fifteen (15) days notice in writing from either party to the other after which the handling will be in line with the Memorandum of Agreement of July 3, 1957, carrier's file T-23427 effective July 21, 1957.

MEMORANDUM OF AGREEMENT, Effective April 1, 1968:

In full and final settlement of notice service by the Brotherhood on July 20, 1964, identified by Carrier's file T-23427, and NMB Case No. A-7911,

IT IS AGREED:

The sixth paragraph of the Memorandum of Agreement signed July 3, 1957, effective July 21, 1957, is amended to provide for fifty (50) miles pay instead of one hour's pay.

INTERPRETATIONS IN CONNECTION WITH AGREEMENT JULY 12, 1958:

It is agreed effective, August 1, 1960, the following interpretation is applicable to the Memorandum of Agreement dated at Big Spring, Texas, June 12, 1958, concerning yardmen at Big Spring and Odessa.

1. When a Big Spring extra yardman lays off on call or misses a call for a vacancy at Odessa, he will not be considered available for service (unless there is no other available yardman to be used) until such time as the yardman who accepted such call is released and returns to Big Spring.

The yardman who laid off or missed call, provided he had reported for duty, will then be marked up next behind the yardman who accepted the call, EXCEPT that the yardman who laid off on call or missed a call may, at his request and at his own expense, displace and relieve the yardman who accepted the call, provided the yardman who accepted the call has worked at least one full shift.

2. A yardman assigned at Odessa, when laying off, must report before the regular tie-up of the engine on a work day of the individual's assignment, in order to resume service thereon on the next work day of such assignment.

September 26, 1963

Referring to interpretation, dated at Ft. Worth, Texas, July 20, 1960, (effective August 1, 1960) applicable to Memorandum of Agreement dated at Big Spring, Texas, June 12, 1958, concerning yardmen at Big Spring and Odessa.

Paragraph 2 - reads as follows:

"A yardman assigned at Odessa, when laying off, must report before the regular tie-up time of the engine on a work day of individual's assignment, in order to resume service thereon on the next work day of such assignment."

Following interpretation of the above paragraph is agreed upon:

The words: "must report before the regular tie-up time of the engine"

Mean - "before completion of the regular 8 hour assignment of that engine"

June 28, 1962

It is agreed effective, July 1, 1962, that proper interpretation of Paragraph 1, of Interpretation of Memorandum of Agreement dated at Big Spring, Texas, June 12, 1958, concerning Yardmen at Big Spring and Odessa, was intended and is now clarified to mean that should a yardman assigned to extra board at Big Spring, lay off under any circumstances and his turn on extra board be protected by any yardman following him on extra board, that the penalties provided in said paragraph will be applicable to him.

This interpretation does not alter the provisions of paragraph 1 of the Interpretation of July 20, 1960, but simply clarifies those provisions, and expands them as outlined above.

INTERPRETATION, January 24, 1974:

It is agreed this date the interpretation dated February 2, 1971, effective February 10, 1971, is cancelled, and the following will govern yardmen when deadheading to Odessa, Texas.

Article 13(f), Basic Yard Agreement; Extra yardmen will not be required to make themselves available for call except during the hours 12:00 o'clock noon to 3:00 P.M.; 8:30 P.M. to 11:00 P.M.; and 4:00 A.M. to 7:00 A.M. for jobs going to work within the time specified in the Starting Time Rule, Article 5, Yardmen's Agreement.

Men deadheading will be called during the first 30 minutes of these time periods.

This interpretation is subject to cancellation upon (5) days written notice from either party to the other.

MEMORANDUM OF AGREEMENT, January 22, 1959:

Account establishing one (1) yard engine on a six-day assignment, and one (1) yard engine on a five-day assignment at Odessa Yard, Odessa, Texas, beginning January 26, 1959, and account not having a full five-day relief assignment,

IT IS AGREED:

By both parties of this Memorandum Agreement, that the positions of engine foreman and two helpers on the 6:30 AM to 2:30 PM Odessa Yard engine will be allowed to work six (6) days per week for five (5) weeks consecutively, thereby accumulating five (5) rest days. Upon completion of the five (5) consecutive weeks, the positions of engine foreman and two helpers will be relieved in accordance with the yardman's Agreement. In order to prevent all regular assigned yardmen on this assignment from having in accumulation days at same time, it is agreed that the accumulation will be staggered by requiring youngest helper to be relieved at end of first (5) five week period, oldest helper to be relieved on first accumulation at end of six (6) week period and Foreman be relieved on first accumulation at end of first seven (7) week period. After the first accumulation period, each yardman's accumulation will commence at end of five (5) weeks consecutive service. The initial period at straight time rate.

IT IS FURTHER AGREED:

That, a regular assigned man accumulating rest days at Odessa on the 6:30 AM to 2:30 PM yard assignment will be required to take rest days accumulated regardless of circumstances either on the regular accumulation of five (5) consecutive weeks, or the number of days so accumulated if displaced, or otherwise leaves the assignment short of regular accumulation.

Under the above handling a man so held off account accumulation, will be held off the number of calendar days corresponding with the number of rest days so accumulated.

This agreement is subject to cancellation upon fifteen (15) days notice in writing by either party.

MEMORANDUM OF AGREEMENT, February 22, 1962, File TC-10770:

Effective March 1, 1962, yardmen assigned as extra yardmen, Big Spring Yard and Odessa Yard only, will perform all work not performed by yardmen regularly assigned.

It being understood that yardmen assigned as extra men will be given all of the work not regularly performed by regular assigned yardmen, but no extra man will be used after he has worked five (5) days in a work week as long as there are extra men available who have not worked five (5) days in said work week.

If necessary to use an extra yardman after he has completed five (5) work days in any work week, he will be compensated for such service at the rate of time and one-half the same as a regularly assigned yardman would be if so used.

When the entire extra board is depleted. and no extra men are available under the terms of this agreement to perform service and a vacancy exists for an extra man such will be filled by regular men as provided for in the Findings of Awards 753 to 756 inclusive, Texas and Pacific Board of Adjustment, reading in part:

"In the absence of any available extra men to fill a vacancy it is, therefore, incumbent on the Carrier to use the most senior man holding a regular assignment, who has at least eight hours to work before his regular assignment, unless he has filed with the Carrier a written indication that he does not care to be used off his regular assignment, in which case the next most senior man having eight hours to work before his regular assignment and who has not indicated that he does not wish to work off his assignment will be called."

MEMORANDUM OF AGREEMENT, October 5, 1966:

IT IS AGREED, at Sweetwater, Big Spring and Odessa Yards:

A Yardman can only displace the youngest regular assigned man, which must be in the same yard, under the provisions of Article 12(f) - last sentence thereof, one time in any thirty (30) consecutive day period before he can again be subject to this portion of said Article.

A Yardman giving up a regular assignment under this rule will not be permitted to bid on his vacancy which he himself vacated.

When a junior yardman is assigned to bulletin vacancy, when no bids are received - Article 13 (b-3), such forced assigned yardmen will not be displaced by a senior yardman giving up a regular assignment - Article 12(f) - last sentence, until such forced assigned yardman has had an opportunity to work that assignment for at least five (5) shifts.

This agreement signed at Big Spring, Texas, this 5th day of October, 1966, and may be cancelled by either party giving ten (10) days written notice to the other.

ON AND OFF DUTY POINTS

ODESSA

MEMORANDUM OF AGREEMENT, December 24, 1969:

It is hereby mutually agreed that the new engine track at Odessa, Texas is designated as the point for yard crews going on and off duty at that location. Effective December 24, 1969.

ABILENE

MEMORANDUM OF AGREEMENT, August 6, 1951:

It is Agreed, effective August 16, 1951, that the regular designated place of yard crews, (T&P and A&S) at Abilene, for going on and off duty, will be within a rectangular area bounded as follows:

EAST. . . A North-South line through the clearance point between the Repair Track Lead and the Plum Street Track Lead.

WEST. . . A North-South line through point of Freight House

Lead Switch.

SOUTH. . An East-West line through the clearance point between the Main Track and Crossover to the Old Stock Pen Track.

NORTH. . . An East-West Line 150 feet north of and parallel to the South boundary.

BIG SPRING

LETTER AGREEMENT, April 16, 1946, File T-19774 et al:

In accordance with joint investigation and understanding reached at Big Spring, it was agreed that the starting and tie-up point of yard crews, Big Spring Yard, will be between the yard office and switch shanty near the viaduct, in House Tracks 1, 2, or 3, Train Yard Tracks 1 or 2, or on the old main line or main line.

MEMORANDUM OF AGREEMENT, January 6, 1981:

In accordance with Article 12(k) Engineers' Agreement, Article 6(L) UTU-E Agreement, and Article 5(J) UTU Agreement, IT IS AGREED:

Effective January 6, 1981, the on duty and off duty point at Big Spring, Texas, is between the east end of the Gregg Street viaduct and the east corner of the Yard Office in House Tracks #1, #2, #3, Train Yard Tracks #1 or #2, the old Main Track, or the Main Track.

This Agreement signed at Big Spring, Texas, and is effective this 6th day of January 1981, and may be cancelled upon ten (10) days notice of either party to the other.

* * * * *

MEMORANDUM OF AGREEMENT, December 1, 1973:

IT IS HEREBY AGREED THAT: Men being held off duty in line with "Held off Duty Rule", may mark up for duty prior to the time the man or men protecting such tour of duty returns to Big Spring and marks up for duty subject to the conditions of the Federal Railroad Administration's Analysis of the Hours of Service Act as amended by Public Law 91-169. This Analysis effective, December 26, 1970.

If the man holding the job does not return and mark-up, those men being held off duty may mark up after the specified time of travel for each location.

Agreed reasonable travel time as follows:

Toyah to Big Spring, Three and one-half hours (3-1/2)
Odessa to Big Spring, one and one-half hours (1-1/2)
Monahans to Big Spring, Two Hours (2)
Sweetwater to Big Spring, one and one-half hours (1-1/2)
Abilene to Big Spring, Two and one-half hours (2-1/2)
Baird to Big Spring, Three hours (3)

This agreement is subject to cancellation upon Five (5) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, March 10, 1978, TC-32815:

The Carrier desires to establish combination road and yard service to work in Abilene Yard and in road service on the Abilene Southern between Abilene and Winters, Texas. In order to establish this service, IT IS AGREED:

- (a) Effective March 13, 1978, a new assignment will be established at Abilene, Texas, to work 4:00 PM to 12 Midnight five (5) days per week under the following conditions:
1. The ground crew will consist of not less than a Footboard Yardmaster and two (2) helpers.
 2. The off-days of the assignment thus established will not be changed without forty-eight (48) hours notice to the employes assigned.
 3. Should it become necessary to operate this assignment on one of the designated off-days, the job will be filled by extra employes from the respective extra boards.
- (b) Employes working positions established by Paragraph (a) above will be compensated for the service performed in the following manner:
1. Crews working exclusively in yard service will be compensated at the applicable yard rates.
 2. Crews in this service required to perform both road and yard service during their tour of duty will be paid 100 miles or minimum day at the applicable local rates for the road service performed and in addition thereto, will be compensated on a minute basis at the applicable yard rates for all initial and final terminal switching performed.
 3. The Footboard Yardmaster and the two (2) helpers on this assignment, when required to couple and/or uncouple air, will receive air pay.

This Agreement, signed this 10th day of March, 1978, will remain in effect until cancelled by either party giving ten (10) days written notice to the other.

MEMORANDUM OF AGREEMENT, January 1, 1974:

Yardmen who desire to be used in road service must register written request to Crew caller at Big Spring by noon on Sunday. These requests will remain on file until they are removed by written request and this can only be done by noon on Sunday, of the following week.

This will not restrict employes from exercising rights on a seniority move.

This agreement is subject to cancellation upon five (5) days written notice by either party.

MEMORANDUM OF AGREEMENT, April 17, 1951, T-25584:

In order to meet the demands of the service of The Texas and Pacific Railway Company and the Texas - New Mexico Railway at Monahans, Texas, and at the same time provide for a proper recognition of the employment rights of engineers, fireman, conductors and trainmen of the respective Carriers -

IT IS AGREED:

Monahans is continued as the home terminal for all T-NM service.

On and after the effective date of this joint agreement, the agreement between the Texas-New Mexico Railway Company and the Brotherhood of Locomotive Firemen and Enginemen, effective date February 1, 1945, and like wise the agreements between the Texas-New Mexico Railway Company and the Order of Railway Conductors, effective date May 1, 1929, and Brotherhood of Railroad Trainmen, effective date May 1, 1929, will become null and void and in lieu thereof the existing Texas and Pacific Schedules for the classes named will concurrently become applicable, viz:

Engineers' Agreement, June 1, 1941
Firemen's Agreement, September 1, 1949
Conductors' Agreement, May 1, 1925
Trainmen's Road Agreement, August 1, 1944

together with supplemental rules and revisions of rates of pay applying thereto, except as specifically hereinafter set forth: for engineers and firemen in Appendix "A", which is made a part hereof, and for conductors and trainmen in Appendix "B", which is made a part hereof.

Effective with the date of this agreement, Monahans will be designated as a joint yard, and thereafter the crews of the respective Texas and Pacific and Texas-New Mexico Railways will have access to the use of all tracks within the yard limits of Monahans wherein either T&P crews or T-NM crews may perform all or any part of the switching for either or both Railways. However, T&P road crews, other than T&P assigned local and dodger crews, will not be required to make up T-NM local trains at Monahans.

The recognized trip mileage between Monahans and Lovington is 107 miles, and where operated via Wink is 113 miles. It is further agreed that if crews are operated either via Wink or the normal route they will be considered as performing service arranged for over the entire line in compliance with Article 5(b) of the Conductors' Agreement and Article 5(a) of the Trainmen's Agreement.

Nothing in this agreement is understood to provide or permit the use of Texas and Pacific crews in road service on the Texas-New Mexico Railway beyond the yard limits at Monahans or conversely the use of Texas-New Mexico crews in road service on the Texas and Pacific Railway beyond the yard limits at Monahans. If, in emergency, Texas and Pacific crews are required to operate over the Texas-New Mexico road territory (outside Monahans Yard limits) the provisions of the letter settlement of February 23, 1937 (copy attached) will apply.

It is also agreed that the practice of requiring Texas-New Mexico crews to line up their trains en route for convenience of the Texas and Pacific will be discontinued (except livestock loads may be kept together). Such switching may be performed without restriction within the yard limits at Monahans.

MEMORANDUM OF AGREEMENT, effective March 26, 1969, I 340-4506:

SECTION 1. In order to expand the work opportunities of the employes, without impairing existing seniority rights, the names of yardmen holding prior rights in Big Spring, Sweetwater and Abilene Yards, as shown on the consolidated roster for yardmen, will be placed on the bottom of the Big Spring brakemen's seniority list, and the names of the brakemen on the Big Spring seniority list will be placed on the bottom of the consolidated yard seniority list with rights in Big Spring, Sweetwater and Abilene Yards.

SECTION 2. On the effective date of this agreement the seniority roster for brakemen on the Big Spring District will stand as indicated by Attachment "A", and the consolidated yard seniority roster will stand as indicated by Attachment "B". Attachments "A" and "B" will be open for correction for a period of ninety days from the effective date of this agreement.

SECTION 3. Yardmen holding prior rights in Big Spring, Sweetwater and Abilene Yards and brakemen holding prior rights on the Big Spring District who do not desire to acquire the additional seniority as provided for herein shall so notify the General Manager and General Chairman jointly within ninety (90) days from the date of this agreement. Corrected seniority lists will be re-issued after the expiration of the ninety-day period.

SECTION 4. Yardmen holding seniority in Big Spring, Sweetwater and Abilene Yards shall continue to hold prior rights to service in such seniority territory, as well as rights established under the terms of the consolidated yard agreement of July 13, 1962, and brakemen holding seniority on the Big Spring District shall continue to hold prior rights to service in such seniority territory.

SECTION 5. The names of employes hired subsequent to the date of this agreement will be placed on the consolidated yard seniority roster with rights as yardmen in Big Spring, Sweetwater and Abilene Yards and on the Big Spring brakemen's seniority roster with rights as brakemen on the Big Spring seniority district. Such employes shall hold no prior rights and seniority acquired on these two rosters shall apply as a common seniority date in the two seniority territories.

SECTION 6. (a) Independent extra boards for both road and yard service will be maintained at Big Spring, Sweetwater and Abilene under existing agreements. The yard and road local chairmen will cooperate with the Carrier officers in regulating the extra boards.

(b) Vacancies on the Big Spring, Sweetwater and Abilene Yards extra board will continue to be filled in accordance with the Memorandum Agreement of July 13, 1962, and January 6, 1964, except, employes holding prior rights in Big Spring, Sweetwater and Abilene Yards, employes holding prior rights on the Big Spring brakemen's seniority district, and employes hired subsequent to date of this agreement who acquire a common date on the Big Spring road and Big Spring, Sweetwater and Abilene yard rosters, will be subject to the provisions of paragraphs (d), (e) and (f) of this Section 6.

(d) In the event an employe is furloughed from one seniority district he must place himself on a regular job or the extra board in the other seniority district (either Big Spring, Sweetwater or Abilene Yards or Big Spring, Road) within five (5) days, seniority permitting, or forfeit his seniority; exception, brakemen holding prior rights to road service on the brakemen's seniority district who are cut off the brakemen's working list may place themselves on jobs in Abilene or Sweetwater Yards, seniority permitting, but will not be forced to do so. Employes transferring from road to

yard, or vice versa, under the provisions of this paragraph shall be permitted to exercise their seniority in the other district when their seniority will permit, as set forth herein.

(e) Employees voluntarily exercising their seniority which involves a transfer from road to yard, or vice versa, will be required to remain in the seniority territory to which transferred for a period of thirty (30) days unless they are unable to hold a regular assignment or the extra board in the seniority district to which transferred, in which case they will be governed by paragraph (d) above.

(f) Employees required to transfer from one seniority district to another under the terms of paragraph (d) must report for service on the regular assignment or extra board vacancy on which they exercised their seniority within five (5) days from date released from the other seniority district. Employees voluntarily transferring from road to yard, or vice versa, will be marked up for service at time transferred.

SECTION 7. The agreements applicable to each class of service shall remain in effect, and the agreement covering the class of service performed shall govern. The carrier will not be caused to incur additional expense in the application of this agreement. This, however, does not bar claims for time lost account deprived of service in contravention of seniority rights if mishandling occurs in violation of the provisions of this agreement.

SECTION 8. The "protected" or "non-protected" status of employees established pursuant to the provisions of crew consist agreement dated March 15, 1968, shall not be affected by the terms of this agreement.

SECTION, 9. Any agreement, understanding or interpretation of rules in the schedules in effect on the seniority districts involved, which are contrary to the provisions of this agreement, are modified to the extent necessary to conform with this agreement.

SECTION 10. This agreement shall become effective March 26, 1969, and shall remain in effect until changed or abrogated in accordance with the provisions of the Railway Labor Act, as amended.

LETTER AGREEMENT, March 29, 1946, T-20249, in connection with picking up at Ziler:

This practice has been or will be discontinued, and trains will be made up in Big Spring train yards, and the practice

will not be reestablished at Big Spring-Ziler terminal except through agreement between the carrier and the four General Chairmen of the train, engine, and yard service organizations.

LETTER AGREEMENT, January 22, 1982, T-23427, 326-CC ART 10:

This will confirm understanding reached in conference today in Dallas, Texas, in connection with filling yardman vacancies at Odessa, Texas, and handling Carrier's Notice of January 12, 1982, to establish a yardmen's extra board at Odessa, to-wit:

1. So long as there are protected furloughed employes at Big Spring, the following will govern:

- (a) If a yardman fails to show up for a job at Odessa after being called, or for a "show-up" job, the crew will work one-and-one, and the payments provided in the Crew Consist Agreement will apply.
- (b) If a yardman vacates a job on a standard crew before having been on duty four hours, an available protected extra man will be called and the crew will work one-and-one up to three hours, and no payments will be made under the Crew Consist Agreement. If over four hours, call no one and make both payments.
- (c) If a yardman lays off before calling time, an available protected extra yardman will be called.
- (d) If a yardman lays off after calling time and before starting time of the job, a protected extra yardman will be called, and the crew will work one-and-one until the extra yardman arrives -- up to three hours -- and no payments under the Crew Consist Agreement will be made.

2. It is understood that the above is without prejudice to the position of either party, and will not be referred to in the future in connection with the handling of any other matters.

3. It is also understood and agreed that after all furloughed protected employes at Big Spring have been recalled to active service the extra board agreement (copy attached hereto) may become effective at Odessa, Texas, upon five (5) days notice by the Carrier to the Local Chairman involved. In the event the Local Officers of the Company and the Union cannot agree upon the details of implementing the extra board agreement, the General Chairman and Director of Labor Relations (or their respective designees) will promptly negotiate such clarifications.

ODESSA EXTRA BOARD AGREEMENT, January 22, 1982:

In full and final settlement of Notice served by the Carrier on January 12, 1982, under the provisions of Section 6 of the Railway Labor Act, IT IS AGREED:

1. A yardmen's extra board may be established at Odessa, Texas, on or subsequent to February 1, 1982.
2. Yardmen assigned to the Odessa extra board will be guaranteed the equivalent earnings of ten (10) basic days pay at the yardman helper rate each semi-monthly payroll period. Yardmen assigned to this extra board only a part of a payroll period, but for a period of five (5) days or more, will be paid the pro rata amount of the guarantee for the time so assigned. The Carrier will deduct from the guarantee all earnings lost by employees for laying off, missing calls and other reasons of their own accord.
3. The Carrier shall regulate this extra board without regard to rules, agreements, decisions or practices applicable at other points, but will cooperate with employee representatives (UTU) in efforts to make it operate as nearly as practicable to the satisfaction of both parties hereto.

LOCAL 823 - BIG SPRING

ROAD

MEMORANDUM OF AGREEMENT, January 19, 1951:

IT IS AGREED that extra brakemen working vacancies on the T-NM Railway, or on the Midland Yard Engine, will be released when a layover day occurs, regardless of the number of days service performed by such extra men.

Deadheading under present schedule rules will apply.

When an extra brakeman is released on the T-NM Railway or on Midland Yard Engine, he will be expected to report to the brakemen's extra board at Big Spring, not later than the arrival time of the first passenger train on which he could have deadheaded to Big Spring.

This agreement may be cancelled on ten (10) days notice in writing by either party to the other.

UNION PACIFIC RAILROAD COMPANY

A. TERRY OLIN
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING CRAFTS - SOUTH

1416 DODGE STREET, ROOM 332
OMAHA, NEBRASKA 68179-0332
(402) 271-3201
FAX. (402) 271-4474



July 7, 1997

S860-1 S 560-1
S560.30-6

Mr. S. B. Rudel

Mr. S. B. Rudel
General Chairman,
UTU 7817 Camelot Road
Fort Worth, TX 76134
Dear Mr. Rudel:

In regards to the parties' recent discussions concerning hours of service relief for through freight pools out of Big Spring Texas, we agreed the following will apply:

1. Hours-of-service relief provided for assignments working out of Big Spring will first be provided by, and protected from, the applicable Big Spring extra board.
2. Section 1 above will not preclude use of trainmen assigned in through freight or other service from performing hours-of-service relief at Big Spring. Rather, it is understood use of available extra employees at Big Spring will be used for dogcatching prior to employees assigned in other service.
3. Appropriate Organization and CMS officials will promptly meet to adjust CMS policy manuals to reflect the agreement change set forth herein.
4. Nothing herein will be interpreted to prevent or restrict the use of other employees to perform work currently permitted by other agreements; i.e., yard crews performing hours-of-service relief within the road/yard service zone, ID or other road crews performing combined service and deadheads between terminals, TSE's handling trains within their zones, etc.
5. Either party may cancel the provisions herein by the serving of a thirty (30)-day advanced written notice on the other party.
6. The provisions of this accord will automatically go into effect ten (10) days from the date this accord is signed.

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

Sincerely,

/s/

A Terry Olin

AGREED:

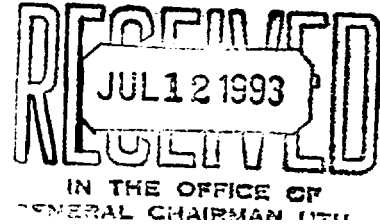
/s/ S.B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Omaha, Ne.
July 8, 1993
560.30-7



Mr. S. B. Rudel General
Chairman UTU 7817
Camelot Rd Ft. Worth, Tx
76134

Dear Sir:

This has reference to our conversation of July 1st wherein we discussed the use of extra board brakemen at Big Spring, Tx to fill yard vacancies in the absence of extra board yardmen.

We discussed your comment that the roadmen are reluctant to respond to calls for yard vacancies because of the disparity between earnings of a yard assignment versus those of a road assignment. It was you thought that if the Carrier would agree not to use the earnings of roadmen used in yard service in calculating their road extra board guarantee that such would be an incentive for them to accept calls for yard vacancies.

I expressed to you the Carrier's reluctance to such an incentive is that we would not want to set up a situation that might encourage manipulation of the boards. Notwithstanding that reluctance, I told you that we would be willing to give it a try.

With the proviso that either party may cancel this understanding upon five days's written notice to the other, the Carrier will discontinue using the earnings of extra board roadmen used on yard vacancies, in the absence of extra board yardmen, when calculating their road extra board guarantee.

This to apply to the Brakemen's extra board at Big Spring only and is effective as of July 1, 1993.

Yours truly,

/s/

T. L. Wilson, Sr.
Director - Southern Region

LETTER OF UNDERSTANDING, October 15, 1974:

It is understood, at Big Spring only, when reducing brakemen's extra board, the youngest man or men actually assigned to the extra board will be cut off.

Brakemen cut off the extra board under this letter of understanding, will be permitted to exercise their seniority where entitled under provisions of the basic agreement.

This letter of understanding may be cancelled on ten (10) days written notice by one party to the other.

Letter, June 2, 1961, File T-31647:

This refers to your joint letter of May 16, 1961, in connection with Memorandum of Agreement dated September 15, 1959, Carrier's file T-31647, regarding Section II (2), concerning the filling of positions of Conductor that are bulletined and no bids received.

I am agreeable to your request, and it is understood that the following will be added thereto:

"(a) At Big Spring, when there is a vacancy of an assignment on the Conductors' Extra Board to be filled, but which vacancy is not bulletined, it will be assigned to the senior demoted Trainman who has prior thereto filed a written request with the Assistant Superintendent and the General Yardmaster at Big Spring for assignment to the next vacancy on the Conductors' Extra Board; and that in the absence of any such request on file, the junior demoted Trainman will be assigned."

LETTER AGREEMENT, March 29, 1962, File T-31647:

Please be referred to your joint letter of May 16, 1961, and mine of June 2, 1961, (T-31647), about filling vacancies on the Big Spring Conductors' Extra board.

In connection with Assistant Superintendent Percy's instructions to "All Concerned", of June 6, 1961 (copy attached), the question has been raised with respect to a regularly assigned conductor being placed on the Conductors' Extra Board.

In regard to this handling at Big Spring, I am of the opinion that a regularly assigned conductor would have rights to such assignment, i.e., such vacancies would first be assigned to the senior conductor who has previously filed a written re-

quest for assignment to the next vacancy on the conductors' Extra Board. If the senior regularly assigned conductor is located on an outside assignment that does not operate into and out of the extra board terminal (source of supply) point, he will remain on the assignment during the period of the bulletin and until relieved by the successful applicant; then, secondly, in the absence of such request from a regularly assigned conductor or others, the understanding contained in my letter to you of June 2, 1961, as to assignment of demoted trainmen, would apply.

MEMORANDUM OF AGREEMENT, March 27, 1972, TC-16343:

IT IS AGREED, effective April 1, 1972, that the following will govern the calling and use of emergency conductors, at Big Spring only:

1. When a vacancy exists for a conductor on a pool freight turn and there is not extra conductor available, the oldest promoted trainman assigned to the turn, available at time of call, will be used.
2. When a vacancy exists for a conductor on Locals, Dodgers, Work Trains, Made-up crews and Pool Freight Turns, where there is no promoted trainman assigned, and there is no extra conductor available, the oldest promoted trainman unassigned to pool freight, available at time of call, will be used.
3. When vacancies listed in paragraph 2 exist, and there is no promoted trainman unassigned to pool freight available, the oldest promoted trainman available at time of call will be used.

This agreement, signed at Big Spring, Texas, this 27th day of March 1972, may be cancelled by fifteen days written notice from either party to the other.

MEMORANDUM OF AGREEMENT, June 1, 1981, T-31647:

This Memorandum of Agreement is to apply at Big Spring only in connection with Memorandum of Agreement dated September 15, 1959, Carrier's file T-31647, regarding Section II (2), concerning the filling of positions of conductor vacancies in pool freight.

- (a) At Big Spring when there is a vacancy in pool freight working out of the home terminal the senior unassigned conductor will be assigned.

- (b) In the event a conductor fails to exercise his seniority on one of these assignments in pool freight that his seniority would otherwise permit him to hold he will not be considered available for any conductors' service unless there is no promoted trainman that can be used from road or yard.
- (c) This agreement does not change any of the provisions of other agreements concerning the filling of conductor vacancies that are now in effect at Big Spring.
- (d) This agreement becomes effective Jun 1, 1981 and is subject to cancellation upon 15 days written notice from either party hereto upon the other.

~~MEMORANDUM OF AGREEMENT, September 12, 1978:~~
Canceled by Carrier 07/19/96

~~It is agreed, effective October 1, 1978, that when extra trains are operated between Big Spring and Toyah; i.e., trains in addition to regular connections being run, such trains will be manned by a made up crew called from the Extra Board, and will not be manned by crews regularly assigned to pool service. Furthermore, all extra work such as dogcatching and turns, will be manned by Extra Board crews.~~

~~It is understood that pool service will be increased to man all regular connections in the event the number of regular connections is increased.~~

~~This agreement, written this 12th day of September 1978, is subject to cancellation upon ten days written notice by any party.~~

MEMORANDUM OF AGREEMENT, October 23, 1972, File TC-24280:

This Agreement to apply only at Baird, Texas, in connection with engines operating on Locals into and/or out of that point. Presently, in local service between Big Spring and Baird only one unit is used. In local service between Fort Worth and Baird only two units are used. In order to have the unit pointing forward on return trip Baird to Big Spring,

IT IS AGREED:

The engine crew of Locals, so designated, tying up at Baird, will arrange to trade the west unit of Fort Worth-Baird Local consist for the unit off the Big Spring-Baird Local prior to departing Baird on the next trip. For breaking and/or making all connections between these units, having them ready for service on return trips, the engine crew will be allowed one hour at pro rata rate applicable to the trip. (In the absence of a fireman, the head brakeman will be used.)

This Agreement becomes effective October 23, 1972, and shall remain in effect until cancelled on ten (10) days' written notice from either party to the other and is without prejudice to any rules.

MEMORANDUM OF AGREEMENT , January 3, 1973, T-24280:

This Agreement to apply only at Toyah, Texas, in connection with engines operating on Locals into and/or out of that point when only one unit is used on the El Paso-Toyah Local. In order to have the unit pointing forward on return trip Toyah to El Paso,

IT IS AGREED:

The engine crew of Locals, so designated, tying up at Toyah, will arrange to trade the west unit of Big Spring-Toyah Local consist for the unit off the El Paso-Toyah Local prior to departing Toyah on the next trip. For breaking and/or making all connections between these units, having them ready for service on return trips, the engine crew will be allowed one hour at pro rata rate applicable to the trip. (In the absence of a fireman, the head brakeman will be used.)

This Agreement becomes effective January 5, 1973, and shall remain in effect until cancelled on ten (10) days' written notice from either party to the other and is without prejudice to any rules.

LOCAL 965 - DALLAS
YARD

MEMORANDUM OF AGREEMENT, September 16, 1960, T-32191:

Effective September 25, 1960, that if and when an assignment governing yardmen is annulled on a holiday or abolished beginning with a holiday for which the regularly assigned yardman would be subject to paid holiday for such holiday, such yardman will not be permitted to exercise his seniority to work on the holiday, and if he does exercise his seniority he will not be permitted to work on the holiday by reason of that exercise of this seniority.

This agreement is effective in Dallas Yard only and is subject to cancellation upon ten (10) days notice from either party to the other without the formality provided for by the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, September 16, 1960, T-32269:

Effective September 25, 1960, yardmen assigned as extra yardmen, Dallas Yard only, will perform all work not performed by yardmen regularly assigned.

It being understood that yardmen assigned as extra men will be given all of the work not regularly performed by regularly assigned yardmen, but no extra man will be used after he has worked five (5) days in a work week as long as there are extra men available who have not worked five (5) days in said work week.

If necessary to use an extra yardman after he has completed five (5) work days in any work week, he will be compensated for such service at the rate of time and one-half the same as a regularly assigned yardman would be if so used.

When the entire extra board is depleted and no extra men are available under the terms of this agreement to perform service and a vacancy exists for an extra man such will be filled by regular men as provided for in the Findings of Awards 753 to 756 inclusive, Texas and Pacific Board of Adjustment, reading in part:

"In the absence of any available extra man to fill a vacancy it is incumbent on the Carrier to use the most senior man holding a regular assignment, who has at least eight hours to work before his regular assignment, unless he has filed with the Carrier a written indication that he does not care to be used off his regular assignment, in which case the next most senior man having eight hours to work before his regular assignment and who has not indicated that he does not wish to work off his assignment will be called."

AGREEMENT, November 9, 1965:

Effective at 12:01 a.m. November 10, 1965, extra yardmen who do not respond to a call will be marked off the extra board for twelve (12) hours.

Extra yardmen who mark off will not be permitted to mark up for twelve (12) hours.

Missing a call as referred to above will only apply during regular calling times.

This agreement will apply to Dallas Yard only and is subject to cancellation on written notice from one party to the other without complexity of handling under Railway Labor Act.

INTERPRETATION REGARDING THE PROPER HANDLING OF SWITCHMAN IN DALLAS YARD IN ORDER TO COMPLY WITH EXISTING AGREEMENTS, March 26, 1969:

ALL YARDMEN

1. A Yardman who is unassigned and wishes to bump a junior regular assigned man may bump anytime before calling time. (One hour and thirty minutes before the job actually goes to work).
2. When a Yardman is bumping on an assignment that has two helpers assigned, and he wishes to bump one of these helpers, he must bump the youngest of the two helpers, unless he is bumping because of no access to a bulletin. In that case, he will be required to bump the helper that was assigned to the bulletin, irregardless of the fact that a junior helper may be assigned to the job.
3. Yardmen will not be permitted to bump on position under bulletin, except a position that has been previously advertised and person assigned to this bulletin having vacated it, causing it to be rebulletined. If the yardman wishes to bump on this position, did not have access to the previous bulletin, and is senior to the previous incumbent, he may bump on this position and the current bulletin would be cancelled.
4. Yardmen will be permitted to double straight through from one side of town to the other provided there are no conflicting hours involved.
5. When changing from a regular assignment to the extra board, or from the extra board to a regular assignment, the first shift will be at the straight time rate.

REGULAR YARDMEN

1. Regular assigned yardmen who are laying off must mark up before
4:00 A.M. to protect any first trick assignment.
12:00 Noon to protect any second trick assignment.
8:00 P.M. to protect any third trick assignment.
2. A regular assigned yardman may give up his assignment at any time and bump the youngest regular assigned man, but he must do so before the designated mark up time of the job that he is going on in order to work it that date.
3. If a regular assigned yardman wishes to bump the youngest man after calling time of his present assignment, he may do so and double straight through provided that he bumps

before the scheduled mark up time of the job that he is going onto, and there are no conflicting hours involved.

4. A regular assigned yardman displacing the youngest regular assigned yardman by a seniority move will not be permitted to bump again until he has seen service on the job that he bumped on. However, he may be permitted to bid off of this assignment without having seen service on it.
5. If a regular assigned yardman is displaced after calling time or during his tour of duty on his regular assignment, he may bump onto another assignment and work straight through, provided there are no conflicting hours involved.
6. After a regular assigned yardman has been off his regular assignment fifteen (15) days, (exclusive of vacation time), his job will be bulletined, and he will be placed on the unassigned hook with displacement rights when he returns to work.

EXTRA YARDMEN

1. The extra board work week begins with the 1st trick shift on Mondays, and ends with the completion of tour of duties of the 3rd trick shift on Sunday night.
2. Two men with less than sixty (60) days service will not be called off of the extra board for the same job, nor will two men with less than sixty (60) days service be assigned or force assigned to the same job.
3. Extra yardmen must be called on a first in, first out basis with the exceptions of the sixty day rule, or the necessity of passing non-qualified men in order to get the first out qualified foreman on a job.

Extra yardmen must make themselves available for call as follows:

First Trick ----- 4:00 A.M. to 7:00 A.M.
Second Trick ----- 12:00 Noon to 3:00 P.M.
Third Trick ----- 8:30 P.M. to 11:00 P.M.

These are what are known as proper calling times, and if an extra yardman misses a call during these times, he will be marked off for 12 hours and will automatically be marked up at the bottom of the extra board at the expiration of the 12 hour period. This does not apply to an emergency call to fill a vacancy occurring on the previous shift.

Extra yardmen will be called one hour and thirty minutes before going to work.

Extra yardmen who lay off will not be permitted to mark up on the extra board until 12 hours from the time that they marked off.

If an extra yardman does not respond to a call outside of the proper calling times as described above, he is to retain his place on the board, but if he is contacted he must accept the call, or be marked off the extra board and will not be permitted to mark back on the extra board in less than 12 hours from the time that he was marked off.

4. Under certain conditions it is necessary to pass over extra yardmen. To comply with the 60 day service rule, to get a qualified engine foreman, or in emergency, an extra yardman may be called to fill a vacancy on a job that is normally previously called. Extra yardmen will go back on the extra board as they previously stood, provided they go off duty at the same time.

Example #1. When an extra yardman is bypassed because of the 60 day service rule, he will be returned to his original place on the extra board provided that both men go off duty at the same time.

Example, #2. When extra yardmen are bypassed to get a qualified engine foreman, they will not lose their original place on the extra board provided that they go off duty at the same time.

Example #3. Normally the 11:00 P.M. East Dallas Lead is called before the 11:00 P.M. East Dallas Bum Job. If after both jobs have been called, an emergency vacancy occurs on the 11:00 P.M. Lead Job and an extra man is called for this vacancy, he will not run around the extra men that were called for the 11:00 P.M. Bum Job, provided that both jobs tie up at the same time.

5. When an extra man has worked five (5) straight time days during the extra board work week (Monday through Sunday), he will retain his place on the board, but will not be used until the men behind him have worked five (5) straight time shifts. (Time and one-half days do not count).

A regular assigned yardman that bids in the extra board will carry his days with him and be counted in the extra board work week.

An extra man that bids in a regular assignment will carry the number of straight time days that he made on the extra board to be counted toward the maximum number of days allowed in a pay period for a regular assigned man.

An extra man that is force assigned to a regular job will not be restricted as to the number of days that he can make in a pay period.

6. When the extra board has been exhausted, the most senior regular assigned man with eight (8) hours to work without conflicting with his regular assignment will be called provided he has not filed a letter in writing that he does not wish to be used off his regular assignment.
7. When an extra board yardman is force assigned to a regular job, he may (if he so elects) retain his place on the extra board and take his turn on the extra board until ten (10) hours previous to the time that the regular job to which he was force assigned actually goes to work.

It will be required that a yardman who is force assigned, and elects to remain on the extra board as referred to above, notify the Chief Clerk on duty to place him on the regular assignment ten (10) hours before the assignment is to go on duty.

If a yardman elects to remain on the extra board after he has been force assigned, he will be considered as a regular assigned man for displacement purposes.

If a yardman elects to remain on the extra board after he has been force assigned, and is displaced off his regular assignment by a senior yardman before he is placed on the regular assignment, he may elect to remain in his place on the extra board or displace any regular assigned yardman who is his junior.

8. If an extra yardman is working on a first trick job, and bids in or is force assigned to an afternoon job, he may double straight through, provided there is no conflicting hours involved.
9. When no bids are received on a bulletin, force assign the youngest man on the extra board. If the youngest man is laying off, he may be force assigned, but any man that is on the unassigned hook with displacement rights is not to be force assigned. If the bulletin is for a Foreman or a Footboard Yardmaster and no bids are received, the youngest qualified Foreman will be force assigned from the extra board.

10. The only way that an extra board yardman can bump onto a regular assignment is to not have had access to a bulletin to which a junior yardman was assigned. (No access to a bulletin means that he was either laying off or was on vacation during the entire duration of the bulletin.)

Any yardman (Whether regular or extra man) that wishes to bump because of no access to a bulletin must notify the Chief Clerk on duty before, or at the actual time, that he goes to work.

12. Vacancies on the yardmen's extra board will be filled by the senior prior rights yardman, and if none, then by the senior common seniority yardman, working in another yard in the same district who has filed a written request for the next vacancy on the extra board at that point. Such request limited to one yard only.

Requests must be filed in writing with the Local Chairman and the Chief Clerk who issues bulletins for vacancies and makes assignments at the point where yardmen desire to take service on the extra board.

A vacancy will exist on the extra board when an extra yardman is assigned to a regular job. A vacancy or vacancies will exist on the extra board when yardmen that have been cut off due to reduction in force are called back to service. The number of vacancies on the extra board will be equivalent to the number of men called back. A vacancy will also exist on the extra board when a new man is hired.

MEMORANDUM OF AGREEMENT, October 17, 1966:

Qualifying Engine Foremen - District No. 2

It is agreed that after a yardman has served nine (9) months service in one particular yard within his seniority district, he shall have the right to be given a trial in service as engine foreman in that yard.

This Agreement will not restrict the proper officer of the carrier and/or the local chairman of the Brotherhood of Railroad Trainmen from qualifying a yardman as foreman at anytime.

This agreement becomes void and of no effect upon ten (10) days written notice from one party to the other without the complexity of handling under the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, October 11, 1978, TC-5402:

In connection with the on-duty and off-duty points for yard crews at East Dallas Yard, it is agreed:

In the future, crews will go to work and be relieved within a radius from the switch shanty not to exceed the distance from the switch shanty to the clearing point of switch at west end of Roundhouse Lead.

And at Browder:

In the future, crews will go on and off duty on any track between the crossover switch from 9700 to North Main Line, and clearance point of two (2) engines on Track 9004.

This agreement is to apply to Dallas Yard only.

This agreement, signed at Fort Worth, Texas, this 11th day of October 1978, is effective October 11, 1978, and it may be terminated by either party signatory hereto serving fifteen (15) days' written notice upon the other.

MEMORANDUM OF AGREEMENT, October 5, 1978, T-23815:

The following will apply in connection with the on and off duty point for yard crews that was established at Browder, August 23, 1978.

All Yardmen with a seniority date of August 23, 1978 or earlier, going on and off duty at Browder from August 23, 1978 up to and including August 22, 1982, will be allowed the sum of \$2.00 for each tour of duty, except for a second tour when and if required to double through on a second consecutive tour of duty.

MEMORANDUM OF AGREEMENT, April 28, 1949:

Concerning Article 5 paragraph H of B. of R. T. Contract,
Article 6 paragraph K of B. of L. F. & E. Contract,
Article 12 paragraph K of B. of L. E. Contract.

IT IS AGREED:

A. East Dallas:

In the future crews will go to work and be relieved within a radius from the switch shanty not to exceed

the distance from the switch shanty to the clearing point of switch at west end of Roundhouse Lead; with the exception of track C 4. In this track, which is used for cuts of cars coming from the old yard and top end, crews may tie up with engine just in the clear of C Lead. If cars are to be stopped up in C 4, engine will be cut off and brought down to clearing point of C Lead.

B. Down town:

In the future crews will go to work and be relieved on back Scales, Scales, Main Line and Broadway Team Track between block signals governing movement of engines to Union Terminal and the second street crossing east of the switch shanty.

This agreement is to apply to Dallas Yard only.

This agreement may be terminated by either party signatory hereto serving thirty (30) days' notice upon the other.

MEMORANDUM OF AGREEMENT, Effective January 23, 1984, T-23815, T-22142:

IT IS AGREED:

Effective on the date the on and off-duty point for yard crews at East Dallas is changed from the present location to Mesquite, the crew members on the yard jobs going on and off duty there will be paid a separate allowance of thirty minutes at their applicable pro rata rate of pay, for each tour of duty, for a period of three years.

This Agreement signed at Dallas, Texas, this 9th day of November, 1983, is to be considered a separate agreement between each organization and the Carrier.

MEMORANDUM OF AGREEMENT, Effective January 23, 1984, T-22142, T-23815

Pursuant to the provisions of Article VI, Section 1, of the National Agreement of January 17, 1972, IT IS AGREED:

The switching limits of Dallas, Texas, on the Dallas Subdivision of the Red River and Dallas-Fort Worth Terminal Divisions, are extended from the present location at MP 205, Pole 15 (205.50), to MP 203, Pole 0, subject to the conditions contained in Article XI of the National Agreement of August 25, 1978.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



January 18, 1997

S1945-1

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road Fort
Worth, TX 76134

Dear Mr. Rudel:

This has reference to the parties' discussions in Fort Worth, Texas on Thursday, January 2, 1997, regarding the commencement of commuter operations between Dallas and Irving, Texas, by Dallas Area Rapid Transit ("DART") and, specifically, the impact DART's commuter operations will have on Carrier's Dallas - Fort Worth freight operations on the DFW Subdivision.

In connection with their commencement of commuter operations, DART has established daily curfews on freight operations over the DFW Subdivision between 6:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 7:00 p.m. The curfews have made it necessary for the Carrier to restructure certain of its freight operations; particularly two (2) yard jobs at Mockingbird Yard - YDA66 and YDA67. In order to accommodate the curfews, starting times for the two Mockingbird Yard assignments are being set back within the afternoon starting time cycle.

While the changes in starting times are consistent with the provisions of Article 5 of the T&P Agreement, modification of the meal period rule (Article 4) is also necessary in order to ensure proper service is afforded shippers. Article 4, Paragraphs (b) and (c) provide, in relevant part:

"(b) Yardmen ... will be allowed 20 minutes for lunch between 4-112 and 6 hours after starting work without deduction in pay."

"(c) Yardmen ... will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor."

The combined effects of the requirements of Article 4 (b) and (c) and the delayed start times resulting from the DART curfews preclude the Carrier from satisfying Dallas-area shipper commitments. Therefore, in order to provide the necessary service, the parties

agree to modify the application of that part of Article 4 regarding when the meal periods will be taken by crewmen assigned to Mockingbird Yard assignments YDA66 and YDA67 as follows:

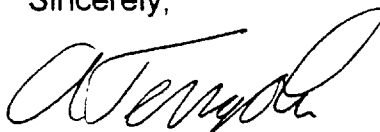
- * The time and place for a meal period will be arranged (on a daily basis if necessary) in a manner consistent with the needs of the Carrier's service with the appropriate local supervisor by the involved crews.

This arrangement has been entered into by the parties to address a unique situation. Accordingly, it is understood this agreement is made without prejudice to either parties' position(s) and shall not constitute a precedent for the handling or resolution of such or similar matters. Moreover, it is agreed this arrangement will not be cited by either party for any reason in any future forum or proceeding.

Finally, this arrangement may be canceled by the serving of an advanced twenty one (21)-day written notice on the other party.

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

Sincerely,



A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:



S. B. Rudel
General Chairman, UTU

This Agreement signed at Dallas, Texas, this 9th day of November, 1983, becomes effective upon 10 days' written notice served by the Superintendent to the Local Chairman involved, with copies to the General Chairmen.

LOCAL 976 - SHREVEPORT - MARSHALL

YARD

MEMORANDUM OF AGREEMENT, July 3, 1967, TC-16202:

IT IS AGREED, effective July 13, 1967, that Section 2 of the Five-Day Work Week Agreement insofar as its application at Shreveport-Hollywood Yard is concerned, is changed to read:

"The term 'work week' for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Thursday."

This agreement is applicable at Shreveport-Hollywood Yard only and is subject to be cancelled upon ten (10) days written notice by one party upon the other without following the formality under the provisions of the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, September 22, 1961:

Effective October 1, 1961, that if and when an assignment governing yardmen is annulled on a holiday or abolished beginning with a holiday for which the regularly assigned yardman would be subject to paid holiday for such holiday, such yardman will not be permitted to exercise his seniority to work on the holiday, and if he does exercise his seniority he will not be permitted to work on the holiday by reason of that exercise of his seniority.

This agreement is effective in Shreveport-Hollywood Yard only and is subject to cancellation upon ten (10) days notice from either party to the other without formality provided for by the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, June 6, 1977:

Effective 6:00 a.m., Monday, June 6, 1977, the starting and tie up for Yardmen and Enginemen on yard engines at Hollywood Yard will be on the New Track (to be constructed within the next ninety (90) days and located south of No. 1 & 2 East Piggy Back tracks), Nos. 1 & 2 East Piggy Back tracks, No. 29

track between the edge of Scale House and horizontal line from this point to the new track switch which will break off the south piggy back track on east end to a horizontal line from the chain fence (East Tower), to the No. 15 switch on east "C" lead as indicated by red lines on the attached print.

Yardmen and Enginemen will not be required to cross through cars to starting and/or tie up points.

It is further agreed that lockers, showers and washrooms will be provided.

The above mentioned tracks will not be considered ready tracks for road units.

This agreement can be cancelled by any party by giving thirty (30) days notice.

MEMORANDUM OF AGREEMENT, November 11, 1957, TC-4512:

It is recognized the shop yard engine at Marshall to which a third yard helper was assigned under the Memorandum of Understanding of April 17, 1946, Carrier's file T-20831, has been discontinued.

AGREED

During period this shop yard engine remains unassigned, there shall be assigned a yard foreman-pilot, who will perform all of the duties heretofore performed by the third yard helper assigned to said shop yard engine as set forth in the Memorandum of Understanding of April 17, 1946 and Exhibit "A" thereof.

Foreman pilot assigned under this shall receive not less than the foreman's rate of pay provided in agreement governing yardmen employed by the Texas and Pacific Railway Company.

The foreman pilot assigned under the term of this agreement will begin work at the yard office or switch shanty and will go from there to the shop yard after his assigned starting time to begin work and this will be considered a compliance with the terms of Article 5, Paragraph (b) and (i) of the Schedule of Wages and rules governing yardmen, and will not be relieved until he reports back to the point where began service.

All claims now pending or that which may be made under the provisions of Article 5, Paragraph (J) of the Yardman Agreement to cover this one assignment will not be prosecuted by the organization. The position of foreman pilot set forth in this agreement will not be re-bulletined by reason of this

238-251-382

Marshall, Texas, Feb 28th, 1921.

TO ALL CONCERNED-
MARSHALL YARD.

BULLETIN-STARTING AND RELIEF POINTS FOR ALL
SWITCH ENGINES- MARSHALL YARD.

Cent and West end of East yard Engines-

From Gate #1 to the East Wye switch end intersecting tracks-
Junction switch end intersecting tracks.

East end and Shop Engines.

Turn table to the East main line switch and main Shop yard.

M&ET Engines.

Turn table to the East main line switch and intersecting tracks:

All concerned please be governed by the above
instructions.

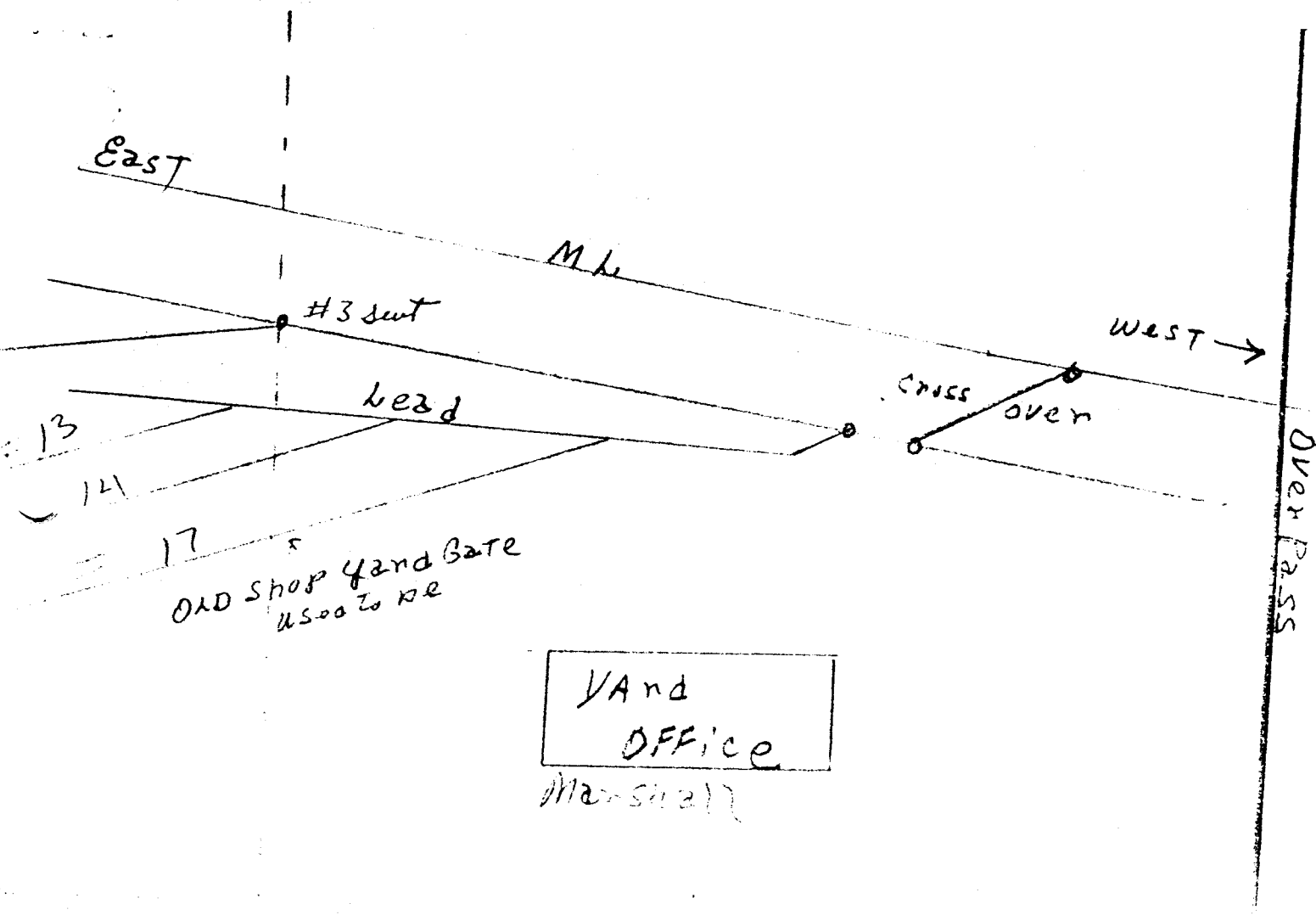
C.A. Kimbrough--GYM.

APPROVED

W.M. Pollard,
Chm. BRT.

A.C. Nichols,
Chm. BLF&E.

Cy. Mr. V. E. Henderson- Marshall
Cy. Mr. B. W. Moore- Longview.



agreement. This agreement may be cancelled by either party serving ten (10) days notice upon the other without complexity of serving notice under the Railway Labor Act as amended.

* * * * *

MEMORANDUM OF AGREEMENT, March 24, 1969, File I 340-4506:

SECTION 1. In order to expand the work opportunities of the employes, without impairing existing seniority rights, the names of yardmen holding prior rights in Shreveport-Hollywood Yard and Marshall Yard, as shown on the consolidated roster for yardmen, will be placed on the bottom of the Shreveport brakemen's seniority list, and the names of brakemen on the Shreveport seniority list will be placed on the bottom of the consolidated yard seniority list with rights in Shreveport-Hollywood Yard and Marshall Yard.

SECTION 2. On the effective date of this agreement the seniority roster for brakemen on the Shreveport District will stand as indicated by Attachment "A", and the consolidated yard seniority roster will stand as indicated by Attachment "B". Attachments "A" and "B" will be open for correction for a period of ninety days from the effective date of this agreement.

SECTION 3. Yardmen holding prior rights in Hollywood-Shreveport and Marshall Yards and brakemen holding prior rights on the Shreveport District who do not desire to acquire the additional seniority as provided for herein shall so notify the General Manager and General Chairman jointly within ninety (90) days from the date of this agreement. Corrected seniority lists will be re-issued after the expiration of the ninety-day period.

SECTION 4. Yardmen holding seniority in Shreveport-Hollywood and Marshall Yards shall continue to hold prior rights to service in such seniority territory, as well as rights established under the terms of the consolidated yard agreement of July 13, 1963, and brakemen holding seniority on the Shreveport District shall continue to hold prior rights to service in such seniority territory.

SECTION 5. The names of employes hired subsequent to the date of this agreement will be placed on the consolidated yard seniority roster with rights as yardmen in Shreveport-Hollywood and Marshall Yards and on the Shreveport brakemen's seniority roster with rights as brakemen on the Shreveport seniority district. Such employes shall hold no prior rights and seniority acquired on these two rosters shall apply as a common seniority date in the two seniority territories.

SECTION 6. (a) Independent extra boards for both road and yard will be maintained at Shreveport and Marshall under existing agreements. The yard and road local chairmen will cooperate with the Carrier officers in regulating the extra boards.

(b) Vacancies on the extra board for Shreveport-Hollywood and Marshall Yards will continue to be filled in accordance with the Memorandum of Agreement of July 13, 1962, and January 6, 1964, except, employes holding prior rights in Shreveport-Hollywood and Marshall Yards, employes holding prior rights on the Shreveport brakemen's seniority district, and employes hired subsequent to date of this agreement who acquire a common date on the Shreveport road, Shreveport-Hollywood Yard roster, and Marshall Yard roster, will be subject to the provisions of paragraphs (d), (e) and (f) of this Section 6.

(c) Vacancies on the Shreveport road extra board will be filled in the manner set forth below:

(1) Vacancies will be filled by the senior prior rights brakeman, next by the senior Shreveport-Hollywood Yard and Marshall Yard employe-acquiring road seniority under the terms of this agreement, and then by the senior employe hired subsequent to the date of this agreement having common seniority on the Shreveport-Hollywood Yard and Marshall Yard and Shreveport road rosters who has filed a written request for the next vacancy on the extra board.

(2) Requests must be filed in writing with the local chairman and the person who issues bulletins for vacancies and makes assignments at Shreveport and Marshall.

(3) If there are no written requests filed for the next vacancy on the road extra board, the vacancy will be filled by recalling furloughed employes, if any, to service under the terms of the basic working agreement.

(d) In the event an employe is furloughed from one seniority district he must place himself on a regular job or the extra board in the other seniority district (either Shreveport-Hollywood Yard or Marshall Yard or Shreveport road) within five (5) days, seniority permitting, or forfeit his seniority; exception, brakemen holding prior rights to road service on the brakemen's seniority district who are cut off the brakemen's working list may place themselves on jobs in Marshall Yard, seniority permitting, but will not be forced to do so.

Employes transferring from road to yard, or vice

versa, under the provisions of this paragraph shall be permitted to exercise their seniority in the other district when their seniority will permit, as set forth herein.

(e) Employes voluntarily exercising their seniority which involves a transfer from road to yard, or vice versa, will be required to remain in the seniority territory to which transferred for a period of thirty (30) days unless they are unable to hold a regular assignment of the extra board in the seniority district to which transferred, in which case they will be governed by paragraph (d) above.

(f) Employes required to transfer from one seniority district to another under the terms of paragraph (d) must report for service on the regular assignment or extra board vacancy on which they exercised their seniority within five (5) days from date released from the other seniority district. Employes voluntarily transferring from road to yard, or vice versa, will be marked up for service at time transferred.

SECTION 7. The Agreements applicable to each class of service shall remain in effect, and the agreement covering the class of service performed shall govern. The Carrier will not be caused to incur additional expense in the application of this agreement. This, however, does not bar claims for time lost account deprived of service in contravention of seniority rights if mishandling occurs in violation of the provisions of this agreement.

SECTION, 8. The "protected" or "non-protected" status of employes established pursuant to the provisions of crew consist agreement dated March 15, 1968, shall not be affected by the terms of this agreement.

SECTION. 9. Any agreement, understanding or interpretation of rules in the schedules in effect on the seniority districts involved, which are contrary to the provisions of this agreement, are modified to the extent necessary to conform with this agreement.

SECTION 10. This agreement shall become effective March 28, 1969, and shall remain in effect until changed or abrogated in accordance with the provisions of the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, October 23, 1973, governing the assignment and filling of vacancies on the Hollywood-Hosston Turn-Around Local (TS&N) :

I. It is agreed, effective October 23, 1973, that the vacancies of conductors and brakemen will be advertised in accordance with the applicable rules subject to bid from the conductors and brakemen on the Bonham Seniority Roster and conductors and brakemen on the Hollywood-Shreveport-Marshall Consolidated Seniority Roster. Yard foremen, Hollywood, may bid in conductors vacancy on this assignment under this agreement.

II. It is understood that the Bonham Seniority District men hold prior rights to this assignment, and bids from the Hollywood-Shreveport-Marshall Consolidated Seniority Roster employees will only be recognized in the event no Bonham employees bid on a vacancy on this assignment.

III. If at any time a Bonham conductor or brakeman voluntarily exercises his seniority to take an assignment on this run, he will be required to remain on this assignment for a period of not less than 30 calendar days. Vacancies on this assignment will be filled from the Yardmen's Extra Board at Hollywood on the first-in-first-out basis.

IV. In the event there is a vacancy advertised and no bids are received from either the Bonham Seniority District or the Hollywood-Shreveport-Marshall Consolidated District, vacancies will be filled on a first-in-first-out basis from the Yardmen's Extra Board at Hollywood for a period of 15 days and then readvertised.

V. It is understood that the Hollywood-Shreveport-Marshall employees will be under the Road Rules in every respect when filling vacancies or when regularly assigned to this assignment, including rates of pay.

VI. It is also understood that this agreement does not change or amend the Schedule Rules governing yard or road men, and the line of demarcation between yard and road work will be adhered to.

This Agreement signed at Longview, Texas, October 23, 1973, subject to five days cancellation by either party.

* * * * *

MEMORANDUM OF AGREEMENT, June 1, 1981:

In order to afford suitable service for the General Motors Truck Plant and other industry and potential industry between Shreveport, Louisiana and Waskom, Texas, IT IS AGREED:

1. Dodger crews assigned in this territory may make as many trips into and out of Hollywood Yard as instructed, and be

placed on and off duty at Lake Hayes at the new yard office building. Pay to these crews will be on a continuous time basis with overtime after eight (8) hours, and they will not be additionally compensated for terminal or other switching or delay time.

2. Crews in this service will not be required to operate further east than the viaduct at what is now called Hollywood Avenue, plus tail track room.

3. Well lighted parking space, lunch room and locker facilities, including showers, will be made available to crews going on and off duty at Lake Hayes.

4. A caboose will be made available for extended movements, such as Lake Hayes to Hollywood Yard or Waskom and vice-versa.

5. Upon beginning or ending a tour of duty, if engines are not left and/or received within the limits agreed to by local officers of the company and the Union, employes will be afforded suitable transportation to and/or from the engines.

6. When there are two or more dodger crews assigned in this service they shall have a designated starting time, which will not be changed without notifying the assigned crew members of the change at or before the end of the tour of duty immediately prior to the change.

This agreement signed at Shreveport, Louisiana, this 1st day of June, 1981, supersedes other rules, agreements and practices to the extent necessary to conform herewith, and will remain in effect until changed or cancelled pursuant to the provisions of Section 6 of the Railway Labor Act, and is without prejudice to rules and agreements concerning establishing yard service and/or extending switching limits.

* * * * *

MEMORANDUM OF AGREEMENT, November 30, 1973, File I T-31647:

This Memorandum of Agreement shall apply at El Paso, Shreveport-Hollywood and New Orleans - Avondale in connection with Memorandum of Agreement dated September 15, 1959, carrier's file T-31647, regarding Section II (2), concerning the filling of positions of conductors that are bulletined and no bids received; also the filling of vacancies in pool freight and vacancies on conductors' extra board.

- (a) When there is a vacancy on the conductors' extra board to be filled, it will be assigned to the senior conductor who has prior thereto filed a written request with the agent and/or crew caller, with a copy to the Local Chairman,

for assignment to the next vacancy on the conductors' extra board. In the absence of any such request on file, the junior unassigned conductor will be assigned.

NOTE: Request for vacancies will be retained for use in increasing the extra board and/or pool freight crews whenever necessary. Seventy-two hours' notice must be given to void such request.

- (b) It is further understood that conductors' vacancies on pool freight crews will be filled in the same manner.
- (c) In the event a conductor fails to exercise his seniority on one of these assignments that his seniority would otherwise permit him to hold, he will not be considered available for extra or emergency service as conductor unless there is no promoted trainman that can be used.
- (d) This agreement does not change any of the provisions of other agreements concerning the filling of conductor vacancies, except to the extent necessary to conform with this agreement.
- (e) This agreement becomes effective December 15, 1973, and is subject to cancellation upon 15 days' written notice from either party hereto upon the others.

MEMORANDUM OF AGREEMENT, July 10, 1959, File T-31892:

IT IS AGREED: Effective July 20, 1959, conductors, brakemen, and firemen assigned in local freight service on the district Hollywood Yard--Alexandria, will operate Hollywood Yard to Alexandria and return daily, except Sunday; one crew departing Hollywood Yard on Mondays, Wednesdays, and Fridays; another crew departing Hollywood Yard on Tuesdays, Thursdays and Saturdays.

The provisions of Article 5, Conductors' and Trainmen's Agreements as to calendar working days constituting a month's work, are waived, and the Carrier will not be liable for guarantee payments on the layover days of the assignments at Hollywood Yard.

The Carrier will not assume any payments for employees deadheaded in connection with placing this Agreement in effect.

* * * * *

This Agreement may be cancelled by either of the organizations signatory hereto or the Carrier by twenty-four (24) hours advance notice to the other parties.

MEMORANDUM OF AGREEMENT, June 3, 1988:

IT IS AGREED:

Effective on this date that when a Trainman (Brakeman, conductor, Switchman) after being on an assignment for a period of 90 days, he/she will be able to give up his/her assignment, ride the bulletin, and after bulletin expires be able to place where his/her seniority permits.

This Agreement pertains to the Shreveport Seniority District only and the displacement one makes by using this Agreement must be made within the Shreveport Seniority District.

The Carrier will not incur any expense other than what normally would be incurred by the application of this Agreement.

This Agreement signed at Shreveport, La. this 3rd day of June, 1988 can be terminated by either party signatory hereto by serving thirty (30) days written notice upon each other.

LOCAL 1337 - NEW ORLEANS DISTRICT

YARD

MEMORANDUM OF AGREEMENT, December 4, 1968, File I 312-2-81:

SECTION 1. Yardmen employed on or after the effective date of this agreement for service at Alexandria, Louisiana, will become employes of the Missouri Pacific and will acquire seniority in Alexandria Yard only. Yardmen employed on or after the effective date of this agreement for service at Addis, Louisiana, will become employes of The Texas and Pacific and will acquire seniority in Addis Yard only. This agreement will not affect existing seniority rights of employes whose seniority dates precede the date of this agreement.

SECTION 2. Beginning with the effective date of this agreement a yardmen's extra board will be established at Addis to protect vacancies at that point, operating on a first in - first out basis. Employes performing service on this extra board during the time when less than five (5) yard jobs are regularly assigned will be guaranteed earnings equivalent to ten (10) straight time shifts per pay period. In the event an employe is available on the extra board for less than the full pay period, the guarantee will be prorated based upon the number of days available on this board. The number of men

to be assigned to this guarantee extra board will be determined by the Carrier. When five (5) or more yard jobs are regularly assigned the guarantee will not apply and the extra board will be regulated in accordance with rules and practices applicable to yardmen on The Texas and Pacific Railway.

SECTION 3. The Addis extra board will be placed in operation initially by permitting the required number of senior employes holding seniority in Addis and Alexandria Yards who elect to take the vacancies at the time the board is established, the vacancies will be filled by force assignment of the required number of junior employes from the extra board at Alexandria. Yardmen holding seniority rights in Alexandria and Addis Yards on the effective date of this agreement will continue to protect their seniority in both yards. When the Addis extra board is increased, furloughed yardmen holding rights in Addis Yard only will be marked up on the board in seniority order subject to displacement by senior yardmen. The same procedure will be followed when increasing the extra board at Alexandria. When additional yardmen are employed to meet the needs of the service in Addis and Alexandria Yards they will acquire seniority as set forth in Section 1 above.

SECTION 4. Employes with seniority dates prior to the effective date of this agreement who are ordered to deadhead by the Carrier in either direction between Alexandria and Addis in connection with service on the Addis extra board will be allowed four (4) hours at the basic yard helper's rate of pay. Employes deadheading in either direction between Alexandria and Addis in connection with service on the Addis extra board or regular jobs as result of seniority moves will not be entitled to the allowance provided for herein.

SECTION 5. An employe ordered to deadhead in either direction between Alexandria and Addis if authorized to use his automobile will be paid as transportation allowance the prevailing mileage rate (presently 15 cents per mile) for the rail mileage. An employe ordered to deadhead between these two points on train, bus, or in company car, may elect to use his automobile and in such case will be paid \$5.55 as a transportation allowance.

SECTION 6. The agreement dated August 15, 1968 covering accumulation of off days at Addis is cancelled.

SECTION 7. This agreement becomes effective December 15, 1968, superseding all rules, agreements and practices in conflict herewith, and shall remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

MEMORANDUM AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
UNITED TRANSPORTATION UNION

LIVONIA SWITCHING DISTRICT

The Carrier is constructing a new facility at Livonia, Louisiana, the first phase of which is scheduled for completion in December, 1993. Upon completion of Phase I, and upon fifteen (15) days written notice to the Local and General Chairmen,

IT IS AGREED:

ARTICLE I

One "Addis" yard assignment will be maintained subject to the following:

- (1) The yard crew may be assigned to report for duty at either Addis or Livonia. If assigned to report at Livonia, the crew may be either transported to Addis or may be operated to Addis. If operated to and or from Addis, the crew may handle cars in connection with their assignment between Livonia and Addis; however, they may not perform any other work at Livonia or between Livonia and Addis. This yard crew shall be subject to the allowance set forth in Article III (c) hereof whether assigned at Addis or Livonia.
- (2) The territory of the yard assignment will be the same as at present.
- (3) The "Road/Yard" restrictions, i.e., work which may be required of road crews within switching limits where yard crew is employed are waived; however, to the extent possible the Addis yard job will be given preference to yard work at Addis.
- (4) Rules applicable to yard service are unchanged except to the extent modified herein. In the event of a conflict between this Agreement and the basic Yard Agreement, the terms of this Agreement shall prevail.

ARTICLE II

The Carrier may establish a Livonia Switching District which includes the following defined limits:

- (1) Melville to White Castle
- (2) Consolidated Anchorage/Addis yards as defined in the Agreement of December 17, 1970 (Switching limits east and west of Addis on the Alexandria subdivision and to Mile Post 14.94 on the Avoyelles subdivision of T&P, and to Mile Post 640.20 on the Anchorage subdivision of MP).

ARTICLE III

- A. This Agreement shall govern the establishment/operation of Dodgers within the Livonia Switching District. Any Dodger assignment established within this district shall be governed by the terms of this Agreement.
- B. Livonia will be the on/off duty point for Dodger crews in the Livonia Switching District. However, should service needs require, Dodger assignment(s) may be established to go on/off duty at Addis.
- C. Employees performing service on Dodger Assignments established under this Agreement shall, for a period of three (3) years from date operations are established at Livonia, receive a transportation allowance of \$16 per tour of duty, in addition to all other earnings paid for the tour of duty.
- D. Dodger crews may be assigned to work five, six or seven consecutive days per week. Brakemen shall be compensated at the five day yard rate. Conductors shall be compensated at Footboard Yardmaster rate. In addition, those crew members with a seniority date of October 31, 1985, or earlier shall be entitled to air pay.
- E. Dodgers shall have a fixed starting time which shall be the same for each day assigned to work. So-called "swing jobs" with various start times shall not be permitted under this Agreement. Crew members shall report and tie up at the same location.
- F. Eight (8) hours or less shall constitute a basic day and overtime shall be allowed on a minute basis for all time in excess of eight (8) hours per tour of duty.

- G. Crews shall not be operated outside the limits of the Livonia Switching District. The penalty for violation of this provision shall be payment of an additional basic day for time consumed outside their limits and the actual time consumed outside the limits of the Livonia Switching District shall not be deducted from overtime.
- H. General switching/classification/industry work within the limits of the Livonia Switching District shall be performed by Dodger assignments established under this Agreement. Road crews' rights under existing National and/or other agreements are unaffected by this Agreement except to the extent set forth herein.
- I. Dodger crews will be allowed a reasonable time after four (4) hours in order to take a meal period. Dodgers working within five (5) miles of Livonia yard shall be allowed to take their meals at the crew facility at Livonia.
- J. Each crew member assigned to a Livonia Dodger/Addis Yard job, regular or extra, who is otherwise available shall be entitled to receive one basic day's pay for each work day his/her assignment is annulled provided, however, that there shall be no payment due under this rule if payment is due under any other rule.
- K. The Agreement of May 31, 1968, governing Dodger service between Avondale and Addis is amended only to the extent that the outer limits will extend to Livonia.
- L. Should there be a material change in any assigned job established pursuant to this agreement (for example, a change in the routine duties of the assignment, a change in the starting time or a change in the off day(s)), the assignment will be re-advertised upon request of the Local Chairman.

ARTICLE IV

- A. The T&P Conductors' Extra Board Agreement of January 18, 1989 (Attachment "A") shall apply to T&P Dodger/ Yard Assignments established pursuant to this agreement amended only to the extent that a single combination board shall be established to protect both Conductor/ Foreman and Brakeman/Helper vacancies.
- B. Should vacancies exist for both Conductor/Foreman and Brakeman/Helper on the same assignment, the senior of the two (2) extra employees called will protect the Conductor/Foreman vacancy

ARTICLE V

A. (1) To provide for an orderly transition, when notice is served to initiate operations at Livonia, assignments will be pre-advertised, commensurate with said notice, for a period of ten (10) days and crews will be assigned in advance. Employees awarded such assignments will be afforded sufficient training/ familiarization at the new facility without loss of earnings.

(2) During the initial bulletin period for implementation of this Agreement only, prior rights Addis yardmen will be permitted to use their prior rights yard date in bidding for the *new Dodger assignments. (including the Livonia extra board). So long as these prior rights yardmen remain in Dodger service at Livonia, their yard dates will govern; however, any prior rights yardman who voluntarily exercises his road rights will no longer be permitted to use his yard seniority date for Dodgers established under this Agreement.

* "Port Dodgers" at Addis are protected by road crews and shall not be considered new Dodger assignments. The number of "Port Dodgers" at Addis, which shall be designated for bulletins, but no more than two (2), on the date notice is served to implement operations at Livonia shall represent the maximum number of assignments which shall be an exception to this Item (2) and shall be subject to bid by road seniority only.


(3) Prior rights Addis yardmen not assigned during the initial period shall retain a one-time right to exercise said prior rights yard seniority to obtain a position under this Agreement. If and when such right is exercised, the provisions of Item (2) above shall govern thereafter.

ARTICLE VI

A. This Agreement between the parties is made for the specific purpose of addressing the establishment and operation of Dodgers (a.k.a. traveling switchers) within the Switching District established herein and is without prejudice to the position(s) of either party signatory hereto and is not to be referred to in any other, proceedings or negotiations.

- B. Except to the extent modified herein, all other agreement rules remain in full force and effect. In the event of a conflict, the terms of this Agreement shall prevail.
- C. This Agreement signed this 10th day of December, 1993 shall become effective upon date of implementation and shall not be changed or amended without following the procedures of the Railway Labor Act, as amended, unless otherwise agreed by the parties.

FOR THE ORGANIZATION:




S. B. RUDEL
General Chairman - UTU

FOR THE CARRIER:

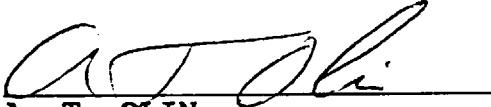


M. A. HARTMAN
Director - Employee
Relations Planning

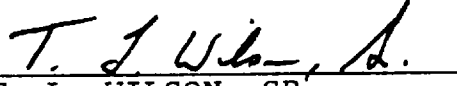
APPROVED:



W. E. BIEDENHARN, JR.
Vice President - UTU



A. T. OLIN
Asst. Dir. - Southern Region



T. L. WILSON, SR.
Director - Southern Region

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 1

2510.40-5

Mr. S. B. Rudel
General Chairman, UTU (C&T)
7817 Camelot Road
Fort Worth, TX 76134


Dear Sir:

This has reference to our discussion concerning the offset taken by the Carrier when an employee assigned to a Guarantee Extra Board takes a personal leave day and your request that, for guarantee purposes, such employee be considered as having remained on the board.

Presently, when an individual takes a personal leave day, he is considered to be off the board and the Carrier takes credit for one prorated guarantee day. Taking a personal leave day results in the employee being compensated less than a prorated guarantee day.

This will confirm that the Carrier is willing to modify the application on the New Orleans Seniority District only for employees absent due to personal leave, bereavement leave, vacation, rule classes or jury duty. Henceforth an employee in one of these categories shall be treated as though on the Extra Board and compensation received shall be included in computing guarantee.

Yours truly,


T. L. Wilson, Sr.
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 2

2510.40-5
380.10-4

Mr. S. B. Rudel
General Chairman UTU (C&T)
7817 Camelot Road
Ft. Worth, Tx 76134

Dear Sir:

This has reference to our conversation in connection with the agreement applicable to the new yard at Livonia, Louisiana and Article III (1) of the Conductor-only agreement which provides for the establishment of reserve boards at various locations, Addis being one.

This will confirm my advice to you that, so long as there are "prior rights" Addis Yardmen, the Carrier concurs with your suggestion that "Livonia" be substituted for "Addis" under Article III (1) concurrent with commencement of operations at Livonia.

Yours truly,

A handwritten signature in black ink, appearing to read "T. L. Wilson, Sr." The signature is written in a cursive, slightly slanted style.

T. L. Wilson, Sr.
Director - Southern Region

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

Side Letter No. 8

2510.40-5

Mr. S. B. Rudel
General Chairman, UTU (C&T)
7817 Camelot Road
Fort Worth, TX 76134


Dear Sir:

This has reference to the Agreement covering establishment of a Livonia Switching District.


This will confirm our discussions regarding Article III A.(1). It was agreed and understood that for a period of six (6) calendar months from date of implementation of the Agreement the Local Chairman may request, through you, to remove the guarantee from this extra board. After the expiration of the six month period, no further option to change shall exist.

If this accurately describes our agreement, please sign in the space provided below.

Yours truly,


T. L. Wilson, Sr.
Director Labor Relations

AGREED:



S. B. Rudel
General Chairman, UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 9

2510.40-5

Mr. S. B. Rudel
General Chairman, UTU (C&T)
7817 Camelot Road
Ft. Worth, Tx 76134


Dear Sir:

This has reference to our discussion concerning the Agreement covering the establishment of a Livonia Switching District.

The question, as I understand it, is: If a prior rights yard employee working in the Livonia Switching District by virtue of his prior-right yard date chooses to exercise his road rights to the Port Dodger(s), will such move preclude him from using his prior-rights yard date in the Livonia Switching District thereafter?

Such a move would not preclude future use of the employee's prior-rights yard date. So long as prior rights yardmen remain within the Livonia Switching District in Dodger Service at Livonia (or Addis should dodgers be established to go on/off duty there) their right to use their yard date is unaffected.

Yours truly,


T. L. Wilson, Sr.
Director - Southern Region

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
(Former Texas & Pacific Lines
and the
UNITED TRANSPORTATION UNION

CONDUCTORS' GUARANTEED EXTRA BOARD

It was agreed that in conjunction with the Modified Crew Consist Agreement wherein Brakemen's Guaranteed Extra Boards are provided, Conductors' Guaranteed Extra Boards may be established at the option of the General Chairman at any location set forth below as follows:

ARTICLE I

(A) Where the Organization elects, Road Conductor Guaranteed Extra Boards shall replace existing Conductor Extra Boards or new extra boards may be established at the following locations:

1. New Orleans (Avondale)
2. Shreveport
3. Mineola
4. Bonham
5. Ft. Worth
6. Big Spring
7. El Paso

Note: General Chairman will make written request to the Director of Labor Relations to exercise option for Guaranteed Board(s).

(B) The guarantee for Extra Boards under Item (A) above shall be as follows

- (1) \$1940.22 per pay period which equates to 1800 miles at the conductor s basic local rate.

Note: Employees assigned to a guarantee board for less than a pay period will have their guarantee pro rated proportionate to the amount of time they are assigned to the Board during a pay period. Employees going to or from the Board at their option (seniority move) will be allowed one (1) guarantee day for each 24-hour period they are on the Board. Employees reduced from

the Board by the Carrier reducing the Board will be allowed one (1) guaranteed day for each 24-hour period or portion thereof they are on the Board. Guarantees are subject to wage increases.

(C) New hires shall have their guarantee established in Item (B) above reduced by the percentage applicable to employees earnings in Article IV, Section 6 of the October 31, 1985 National Agreement.

(D) Payment of the guarantee shall be made on the payroll half for the payroll period in which the guarantee payment was incurred.

(E) The Carrier shall regulate the number of employees on the Guarantee Extra Boards, but the Company shall ensure that a sufficient number of employees are on the Board to maintain the average mileage between 1650 and 1950 per pay period. Should mileage fall below 1650, the Carrier may abolish the last position. Should the last position on an extra board be abolished by the Carrier such Board shall be considered inactive and may be reactivated upon request or concurrence of the appropriate Local Chairman. Such Boards may be increased at any time based upon the needs of the service; otherwise, adjustments will be made on ~~Tuesdays~~. Mondays.

(F) (1) All earnings, excluding penalty time claims, received by employees assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee. A Guarantee Extra Board employee laying off on call, missing call or not available for service will have the guarantee reduced by the amount he would have earned had he not laid off on call or missed call or not been available for service, with a minimum reduction of one guarantee day.

(2) Employees assigned to a Guaranteed Extra Board who miss a call when other than first out will have their guarantee reduced by one day for each 24-hour period or portion thereof they are off the Board.

Example: Conductor A is first out and Conductor B is second out. Conductor A missed call for 7:00 a.m. local. Conductor B also missed call for 7:00 a.m. local. *Conductor A's* guarantee is reduced under the provisions of (1) above and Conductor B's guarantee is reduced under the provisions of (2) above.

(3) (1) Road employees marking off will not lose their place on the Board unless they are not available at call time, employees in marked off status will be "hooked" to the assignment missed and will forfeit one day's guarantee for each 24-hour period or portion thereof they are layed off from time they first marked off.

Note: Employees marking off will not have their names removed from the extra board until call time when they are first out. Code-a-phone will indicate employees in marked off status.

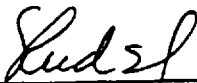
(4) An employee assigned to a Guarantee Extra Board who is unavailable for more than two (2) occurrences per pay period will forfeit his guarantee for that pay period.

(G) Conductors' Guaranteed Extra Boards established at the request of the General Chairman shall remain in effect until amended or abolished under provisions of the Railway Labor Act, as amended or at any time by mutual agreement between the parties.


(H) Signed at San Antonio, Texas, this 18th day of January, 1989.

FOR THE ORGANIZATION:


FOR THE COMPANY:



S. B. Rudel
General Chairman, UTU



R. R. Gentry
Asst. Director Labor Relations



T. L. Wilson, Sr.
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



December 10, 1993

2510.40-5

RECEIVED
DEC 15 1993
Field Service Dept.

Mr. S. B. Rudel

General Chairman UTU
7817 Camelot Road
Ft. Worth, Tx 76134

Dear Sir:

This will confirm our understanding reached in your office on December 3, 1993 wherein it was agreed that Union Pacific Railroad will extend to the appropriate firemen represented by your General Committee the terms and conditions of the Agreement governing the Livonia Switching District.

It was also agreed and understood that Section IV, Item (b) of the Anchorage-Addis Agreement of December 17, 1970 will be extended by Union Pacific Railroad to Dodger/Yard assignments established under the Agreement governing the Livonia Switching District.

You will advise the undersigned in writing on or before January 31, 1994 whether the UTU (E) accepts the above.

Yours truly,

A handwritten signature in dark ink, appearing to read "T. L. Wilson, Sr." with a stylized flourish at the end.

T. L. Wilson, Sr.
Director - Southern Region

LETTER AGREEMENT, November 26, 1968, File I 321-2-81:

This will confirm conference today concerning application of agreement to become effective December 15, 1968 covering Addis and Alexandria Yards.

It was agreed that in the event a yardman holding the extra board or a regular assignment in Addis Yard places himself on a vacancy at Alexandria, he will be required to remain at Alexandria for a period of 30 days unless furloughed or displaced through an exercise of seniority.

* * * * *

LOCAL 1337 - NEW ORLEANS DISTRICT

YARD AND ROAD

MEMORANDUM OF AGREEMENT. December 17, 1970, File 278-56:

IT IS AGREED:

SECTION I

Upon completion of trackage and facilities now under construction, and upon fifteen (15) days written notice to the employes involved and their local and general chairmen, the operations and facilities of Missouri Pacific Railroad Company (hereinafter called MP) and The Texas and Pacific Railway Company (hereinafter called T&P) will be merged and consolidated into a single yard operation with the exception that work now performed by the T&P "Port dodgers" will continue to be performed by T&P road conductors and brakemen at the appropriate road rates of pay for dodger service, which contemplates as many trips per tour of duty into and out of Addis as required on continuous time basis.

This consolidation and merger of work and facilities includes the common use of all facilities of the two carriers in this area, including the trackage of both and that owned by the patrons of both, and other carriers for interchange purposes.

The general area covered by this agreement is from the present yard and/or switching limits east and west of Addis on the Alexandria subdivision and to Mile Post 14.94 on the Avoyelles subdivision of T&P, and to Mile Post 640 Pole 20 on the Anchorage subdivision of MP.

SECTION II

(a) The new yard office at Addis will be the on and off duty point for employes assigned to work exclusively in the area

described in Section I hereof. Addis train yard will be the on and off duty point for road crews originating and/or terminating at Addis, subject to the terms of the respective working agreements. For the use of such employes, there shall be provided adequate locker room, toilet and shower facilities, and space to park their automobiles.

(b) MP road crews originating and/or terminating at Addis by assignment will be operated via Anchorage.

(c) Except as otherwise provided, MP road and yard engineers will be subject to the terms of their respective working agreements MP road conductors and brakemen will be subject to the terms of their respective working conditions MP firemen will be subject to the terms of their MP working agreements.

MP and T&P yardmen will be subject to the terms of the T&P yardmen's working agreements.

T&P yard engineers and fireman and those employed on the "Port dodgers" will be subject to the terms of their respective T&P yard agreements, except that the starting time rules will not apply to the "Port dodgers".

T&P road conductors and brakemen will be subject to the terms of their respective T&P agreements.

SECTION III

(a) MP and T&P road crews operating via Anchorage and originating and/or terminating at Addis may be required to make a straight set out on trip toward Addis and a straight pick up on trip from Addis at one point between Addis train yard and the respective yard limit locations on the MP and the T&P in the Anchorage-Lobdell area.

(b) T&P road crews operating through Addis via Anchorage may, in addition to picking up and/or setting out at Addis train yard, make a straight set out and/or a straight pick up at one point between Addis train yard and the yard limit location at or near Lobdell, for which they will be allowed thirty (30) minutes at the pro rata rates applicable to the trip separate and apart from other earnings.

(c) No road crew will pick up cars in the Anchorage area and take them to Addis, nor will they move cars from Addis train yard and set them out within the limits of the combined Addis-Anchorage area, except the "Port dodgers."

(d) T&P road crews making pick ups as provided in Paragraph (a) of this Section III shall be paid thirty (30) minutes at the pro rata rate applicable to the trip separate and apart

from other earnings. Set outs by T&P road crews between Addis train yard and the yard limit location in the Lobdell area, except as provided in Paragraph (b) of this Section III, will be made without separate compensation other than as provided in applicable terminal delay rules.

(e) MP crews will be subject to applicable portion of the so called "Bridge Agreement" of July 12, 1947, Case NMB A-2538. [The fifteen (15) minutes referred to in Item 8 of said "Bridge Agreement" will be changed to forty-five (45) minutes.]

SECTION IV

Allocation of work, selection of employes, etc., shall be handled as follows:

(a) Engineers:

<u>Yard crews assigned:</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
T&P crews	1	1	2	3	3	4	5	5
MP crews	0	1	1	1	2	2	2	3

All over 8 add to T&P.

(MP engineers will not be assigned to Dodger job.)

(b) Firemen:

<u>Yard crews assigned:</u>	<u>1</u>	<u>2</u>	<u>3</u>
T&P crews	1	1	1
MP crews	0	1	2

T&P firemen will have first choice of yard assignments MP firemen will have second and third choice of assignments. All remaining positions will go to T&P firemen.

All over 3 go to T&P.

(c) "Ground Men,"

<u>Yard crews assigned:</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
T&P crews	1	2	2	3	3
MP crews	0	0	1	1	2

All over 5 go to T&P.

(d) No MP "ground men" other than those on the appropriate MP rosters as of the date of the signing of this Agreement will have any rights to yard jobs in the combined Addis-Anchorage operation.

(e) MP employes filling yard jobs at Addis will be permitted to lay off and report under applicable rules at Addis or DeQuincy.

(f) Employes on any MP "ground men" extra board which may be established will be guaranteed five (5) working days per week.

(g) If a T&P engineers' extra board is established at Addis it will come under the rules applicable to bulletining and abolishing positions.

(h) If MP "ground men" fail to protect MP vacancies on their yard jobs, they will be filled by T&P men until displaced by MP men.

All MP engineers' vacancies will be filled by MP engineers except in cases of emergency.

(i) If T&P road conductors and/or brakemen fail to protect vacancies on the Port dodger(s) such jobs shall be filled by T&P yardmen until displaced by T&P road men who have displacement rights under the basic agreement.

SECTION V

(a) For a period of thirty (30) months subsequent to placing this Agreement into effect, a T&P crew in road service to be designated by the respective chairmen will be allowed two (2) hours pay at the pro rata rate applicable to local service based on the handling of 100 cars for ground men and weight on drivers bracket of 750,000 to 800,000 pounds for enginemen in addition to other earnings of their road trips.

(b) MP road and yard employes referred to herein will be allowed \$1.00 per trip and tour of duty in addition to other earnings (doubling not to constitute two tours) for a period of thirty (30) months from the date this Agreement is placed in effect.

This Agreement signed at Fort Worth, Texas, this 17th day of December, 1970, amending all other agreements between the parties only to the extent necessary to conform herewith, shall be considered a separate agreement between the Carriers on the one hand and the respective Committees signatory hereto on the other hand, and is in full and final settlement of the following notices: (Omitted)

LETTER, December 23, 1970, A-278-56:

This will confirm the understanding reached in conference at Fort Worth on December 17, 1970, in connection with our consummation of the agreement consolidating the operations and work of the Missouri Pacific and the Texas & Pacific in the Addis-Anchorage-Lobdell area, namely: All other things being substantially equal, yard engines manned by Missouri Pacific crews will be given preference in making trips from Addis over the Mississippi River Bridge to North Baton Rouge, and the engines manned by Texas & Pacific crews under like circumstances will be given preference to work at Dow Chemical and such other places as require a considerable amount of switching. Also that employes of neither carrier will be required to lose time in breaking in and learning the territory over which they have not heretofore operated. Neither will they be required to "ride the road" on their own time for this purpose without pay. The qualifying of employes in this area will be worked out at the local level between carrier officers and the employes involved.

MEMORANDUM OF AGREEMENT, March 23, 1971:

The yard assignments working in the Consolidated Terminal at Addis, Louisiana, will go on duty in accordance with the respective agreements, however it is agreed, without prejudice to the agreements involved and without establishing a precedent at any other point, one (1) yard assignment may be started at 9:00 p.m.

This agreement may be cancelled by either party signatory hereto by giving ten (10) days written notice to the other.

MEMORANDUM OF AGREEMENT, December 5, 1972, File A 278-56:

IT IS AGREED:

SECTION I

Section II(b) of the Agreement of December 17, 1970, coordinating Addis - Anchorage yard operation is hereby amended as follows:

MP assigned local freight trains may be operated from Livonia to Addis, and from Addis to Livonia over T&P, via Grosse Tete and Maringouin, for the sole purpose of going from Livonia to Addis to tie up, and from Addis to Livonia to reach the MP to begin their local work.

SECTION II

MP Local crews will not be allowed to do any work between Addis and Livonia, in either direction, except set out bad order cars, engines or cabooses, and pick up the same cars, engines or cabooses after they have been repaired. They will not be allowed to move tonnage from Livonia to Addis for account of T&P, regardless of destination, and will not move tonnage from Addis to Livonia for account of T&P, regardless of destination. T&P crews will not be required to perform "dog-catching" service on MP Locals on the route described herein. The purpose of this paragraph is to prohibit MP employes from performing work properly belonging to T&P employes and vice versa. In the event there should be a violation of this paragraph of this agreement, the MP or T&P crews required to perform the service will be allowed 100 miles at the rate applicable to the trip, and a like number of employes of the other carrier (designated by the respective local chairmen) will be allowed like payments.

Information concerning account for which tonnage is handled will be made available to local or general chairmen as required to settle disputes arising under this agreement.

SECTION III

This Memorandum of Agreement will not in any manner affect the Agreement of September 24, 1966 covering the through freight runs between DeQuincy and New Orleans.

MEMORANDUM OF AGREEMENT, December 6, 1972, File A 305-112:

IT IS AGREED:

Upon five (5) days written notice to the respective Local and General Chairmen, the following will become effective:

SECTION I

Avondale is the terminal (on and off-duty point) for freight crews operating into and out of the New Orleans - Avondale Terminal area. The Mediation Agreement (Case No. A-4479) of June 9, 1954 regarding passenger train operation remains in effect in the event regularly assigned passenger service is established into and out of New Orleans. The Agreement of May 31, 1968, File A 308-67, covering dodger service in the Avondale - Addis area remain in effect, and is in no manner changed by this Agreement.

SECTION II

Mileage presently being allowed crews operating between New Orleans and DeQuincy, and between DeQuincy and Alexandria will continue to be allowed for a five (5) year period commencing on the date the on and off-duty point is changed to Avondale.

EXCEPTION: This Paragraph will not apply to any employe for a longer period of time than he has been in the service of the carrier as of the date the on and off-duty point is changed.

SECTION III

In the application of final terminal delay rules in freight service, time will start at mile post 17, and ten (10) minutes will be deducted for running time.

SECTION IV

Employes reporting for duty and/or being released from duty in road (other than dodger) service at Avondale will be allowed a thirty (30) minute payment at the applicable pro rata rate. This payment is to be made from the date through freight crews start operating into and out of Avondale instead of Thalia (Race) Street Yard until four (4) years thereafter; except that such payment will not be made to any employe for a longer period of time than he has been in the service of the company as of the date these changes are made.

SECTION V

Thalia (Race) Street Yard on the east bank, and Avondale or Westwego on the west bank of the Mississippi River, will continue to be the on and off-duty points for TP-MP Terminal enginemen and yardmen. These employes will be used to perform pusher and/or helper service in the Avondale - New Orleans Terminal for Missouri Pacific and Texas and Pacific trains, and TP-MP Terminal yard movements.

SECTION VI

- A. The provisions of Section II, above, will apply to crews (other than dodgers) when run from Avondale to any intermediate point, and vice versa.
- B. The additional mileage as provided for in Section II, above, will apply to employes deadheading into and out of New Orleans - Avondale.
- C. The provisions of Section IV, above, will not apply to employes deadheading, except those in through freight service.

SECTION VII

This agreement signed at Alexandria, Louisiana, this 6th day of December, 1972, amends other rules and agreements between the parties (including the "Bridge Agreement" of May 28, 1942) only to the extent necessary to conform herewith, and will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

LETTER, October 15, 1973, I-305-112:

This has reference to our several telephone conversations concerning the use of the trackage between West Bridge Junction and Westwego as departure tracks for road crews departing from the New Orleans Terminal.

In discussing this matter, it was called to our attention that the distance from Avondale to the rear of a train standing on the eastbound main track is about three miles. We agreed to allow the additional mileage to outbound road crews required to move trains from this track.

Several of you asked if road crew members would be required to walk from the engine house or from the yard office to the outbound train made up at the above location. This will confirm our statement to you that road crew members will not be required to walk to the outbound train.

MEMORANDUM OF AGREEMENT, December 18, 1963, T-33187:

This Memorandum of Agreement is made in full and final settlement of all claims which have been filed on the basis of work performed at Livonia and covered by Carrier's files as indicated below:

(Files and settlement omitted.)

IT IS FURTHER AGREED that it will not be a violation of any agreement, including the Memorandum of Agreement of May 28, 1942, commonly referred to as the "Bridge Agreement," for road crews to place cars picked up at Livonia for New Orleans, L&N, together, just ahead of their caboose (properly covered), or just ahead of other East Bank tonnage which is next to their caboose. Road crews will not be required to make more than four (4) moves over and above the other moves necessary to perform their work at Livonia, in order to do so handle the L&N tonnage.

MEMORANDUM OF AGREEMENT, July 9, 1964, T-33747:

IT IS AGREED, effective July 11, 1964, the Engineers, Firemen, Conductors and Brakemen in local service Alexandria-Lobdell turnaround daily, currently under bulletin Alexandria to Anchorage for one crew, will be manned by two crews, so long as this Alexandria-Lobdell turnaround local service continues.

The two crews thus assigned will operate Alexandria to Lobdell via Addis and return, every other day; i.e., working one day and laying over the next.

This agreement is made without prejudice to existing schedule rules, and the carrier will not be liable for any payments on the layover days of the crew.

It is further understood, without prejudice to any assignment with respect to cabooses, that one caboose will be assigned to this service so long as two crews are assigned.

This agreement is subject to cancellation by either party, by giving thirty-six (36) hours advance notice to the other.

MEMORANDUM OF AGREEMENT, May 31, 1968, A-308-67:

In recognition of the need to provide for the efficient handling of tonnage in the highly industrialized area between Addis and the switching limits at Mile Post 17, and without prejudice to the position of any party hereto in connection with rules, agreements and practices ordinarily applicable to Dodger and/or Local Service, IT IS AGREED:

1. Dodger service may be operated as set forth below on a continuous time basis for each tour of duty with overtime after the expiration of eight (8) hours on duty, without separate or additional payment for initial or final terminal delay or switching time.
2. Dodgers with tie up point at Addis may operate out of (eastbound) and into Addis as many times as required during a tour of duty, and make set out and pick up each time under applicable rules without penalty.
3. Dodgers with tie up point at Donaldsonville may operate out of, into and through Donaldsonville as many times as required during a tour of duty without penalty.
4. Dodgers with tie up point at Avondale may operate out of (westbound) and into Avondale as many times as required during a tour of duty, and make set out and pick up each time under applicable rules without penalty.

5. In consideration of establishing Avondale as a tie up point, and in view of limited public transportation available, each member of dodger crews with Avondale as tie up point will be compensated for each time placed on duty and each time tied up at that point the amount of only one dollar seventy-five cents (\$1.75) irrespective of where such employes reside.
6. Assignments of dodger service shall fulfill the requirements of all rules, agreements and practices for providing local service within the limits of such assignments.

This agreement signed at Fort Worth, Texas, this 31st day of May, 1968, superseding all rules, agreements and practices in conflict herewith, and will remain in effect for a period of sixty (60) days, and thereafter subject to cancellation upon twenty-five (25) days notice from one party to the other.

LETTER AGREEMENT, June 27, 1974, L-I 308-67:

This has reference to our conference today wherein we discussed claims being filed by conductors and brakemen in service on dodgers working out of Avondale, Louisiana, under the agreement dated May 31, 1968.

The agreement of May 31, 1968, states that crews performing dodger service out of and into Avondale will be paid on a continuous time basis for each tour of duty with overtime after the expiration of eight hours on duty.

In some instances, the employes have claimed continuous time from the time they went on duty at Avondale until they were released at that point, while in other cases some of the employes have claimed deadhead when transported by automobile within the assigned limits.

In the interest of eliminating claims, it was agreed that these crews will be paid continuous time from the time they reported for duty at Avondale until relieved from duty at that point. It was also agreed that if you are holding any claims where the employes were paid a lesser amount such claims will be submitted to the General Manager at Fort Worth for adjustment.

The foregoing is without prejudice to the position of either party with respect to the rules and/or agreements and is subject to cancellation by either party upon the serving of a 10-day written notice.

MEMORANDUM OF AGREEMENT, November 30, 1973, T-31647:

This Memorandum of Agreement shall apply at El Paso, Shreveport-Hollywood and New Orleans-Avondale in connection with Memorandum of Agreement dated September 15, 1959, Carrier's file T-31647, regarding Section II (2), concerning the filling of positions of conductors that are bulletined and no bids received; also the filling of vacancies in pool freight and vacancies on conductors' extra board.

- (a) When there is a vacancy on the conductors' extra board to be filled, it will be assigned to the senior conductor who has prior thereto filed a written request with the agent and/or crew caller, with a copy to the Local Chairmen, for assignment to the next vacancy on the conductors' extra board. In the absence of any such request on file, the junior unassigned conductor will be assigned.

NOTE: Request for vacancies will be retained for use in increasing the extra board and/or pool freight crews whenever necessary. Seventy-two hours' notice must be given to void such request.

- (b) It is further understood that conductors' vacancies on pool freight crews will be filled in the same manner.
- (c) In the event a conductor fails to exercise his seniority on one of these assignments that his seniority would otherwise permit him to hold, he will not be considered available for extra or emergency service as conductor unless there is no promoted trainman that can be used.
- (d) This agreement does not change any of the provisions of other agreements concerning the filling of conductor vacancies, except to the extent necessary to conform with this agreement.
- (e) This agreement becomes effective December 15, 1973, and is subject to cancellation upon 15 days' written notice from either party hereto upon the others.

MEMORANDUM OF AGREEMENT, July 30, 1974:

This Memorandum of Agreement shall apply at New Orleans-Avondale in connection with the Memorandum of Agreement signed November 30, 1973, Carrier file IT-31647, concerning the filling of positions on the Conductors' extra board.

- (a). When the crew caller has on file a written request, from a promoted trainman, for assignment to the next vacancy on the Conductors' extra board, he will be placed on the board and the senior extra board conductor desiring to be cut off will be permitted to exercise his seniority as per agreement.
- (b). This agreement becomes effective July 30, 1974, and is subject to cancellation upon fifteen (15) days written notice from either party hereto upon the others.

Signed at Addis, La. this 20th day of July, 1974.

MEMORANDUM OF AGREEMENT, June 20, 1946, T-21001:

It is agreed because of the circumstances in this case, local arriving at Addis during the hours the yard engine is not on duty, it is necessary for them to switch their caboose out on one track and then put their train away on another track in order that the east and westbound tonnage will be properly lined up for movement by through freight crews passing Addis prior to the time that yard engine is brought back on duty.

Therefore, it is agreed that when this service is required of this branch line local crew they will be allowed an arbitrary - actual time consumed - in performing this work at Addis with a minimum of 30 minutes at pro rata rates.

BRIDGE AGREEMENT

MEMORANDUM OF AGREEMENT, May 28, 1942, File T-14009:

Covering change in operation of the New Orleans-Gouldsboro Terminal and re-arrangement of facilities of The Texas and Pacific Railway Company, Missouri Pacific Railroad Company, and TP-MP Terminal Railroad of New Orleans, and use of Mississippi River Bridge, changing tie-up point for road crews from Gouldsboro to New Orleans (Thalia Street yard), and discontinuing the use of Gouldsboro Terminal and Car-Ferry, and all other changes specifically authorized in Interstate Commerce Commission Finance Docket 12343.

- 1 -

Under the provisions of Interstate Commerce Commission Finance Docket 12843 employee interests and expressed dismissal allowances are specifically provided for and are recognized as applying to engineers, firemen, yardmasters and yardmen, hostlers and outside hostler helpers employed by TP-MP Terminal Railroad of New Orleans, and adjustments will be promptly and

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regularly made under the applicable conditions set forth in Appendix A, attached hereto and made a part hereof.

NOTE: The question of the application of the Washington Agreement of May 1936 to the changes here involved is reserved by the Employees without prejudice and for their further determination. The Carriers do not admit that the Washington Agreement of May 1936 is in any manner applicable.

- 2 -

It is agreed that certain existing schedule rules and working conditions are amended as follows:

(A) The present west yard limits of Gouldsboro-Westwego Yard will be extended to Mile Post 13.

(B) The terminal for road passenger and freight crews will be New Orleans (Thalia Street Yard).

(C) Road crews may be required to make one set out and one pick up at Avondale Yard. The cars will be switched together in one block and the pick up and set out will be made on one track unless two or more tracks are required. Cars-picked up at Avondale will be classified by yard engines and road crews will not be required to classify cars picked up on line of road.

It is agreed that final terminal delay rules of the respective schedules now applying at Gouldsboro-Westwego Terminal will be extended without change to the operation between Avondale Yard and New Orleans (Thalia Street yard), and rule is amended as follows:

"EXCEPTION: At New Orleans (Thalia Street yard) - Avondale Terminal all time consumed from arrival at yard limits at Avondale until released at Thalia Street on incoming trips will be considered as terminal overtime deducting forty (40) minutes for running time."

This same rule will apply to road freight crews of Missouri Pacific trains.

This without prejudice to the application of the final terminal delay rules of the respective Texas and Pacific and Missouri Pacific schedules at any other terminal.

- 3 -

TP-MP Terminal Yard Service - Engineers, Firemen and Yardmen.

(A) Gouldsboro will be discontinued as starting and tie-up point. Engineers, firemen and yardmen working in the terri-

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tory between Gouldsboro, Westwego, Avondale and New Orleans (Thalia Street yard) will begin service and be released from service at the same point, ether at Avondale, New Orleans (Thalia Street yard) or Westwego to meet conditions of the service.

(B) When pusher or helper service is used to assist Texas and Pacific or Missouri Pacific trains, or TP-MP Terminal yard movements across the Bridge, such service will be performed by TP-MP Terminal enginemen and yardmen.

(C) It is agreed that the TP-MP Terminal Railroad of New Orleans will provide cabooses for yard movements operating over the Mississippi River Bridge between East Bridge Jct. and West Bridge Jct. and/or New Orleans (Thalia Street yard) during inclement weather; yardmen to be the judge of weather conditions. This paragraph (C) is subject to change by the serving of thirty (30) days notice by either party on the other.

(D) It is agreed that in lieu of the requirements under Article 26 (c) Yardmen's Agreement, extra yardmen will be called for service as near as practical two hours before work time.

NOTE: Right of employees of the TP-MP Terminal Railroad of New Orleans as affected by the proposed handling of "hold" cars shall be included in the effect of the change from Ferry to Bridge operation, but such change as to "hold" cars shall be without prejudice to rights of the affected employees to pursue any rights, if any, they may have to the work involved.

- 4 -

Hostler Service

Hostler rules, of the current Texas and Pacific Firemen's Agreement will apply at Avondale. and New Orleans (Thalia Street yard), and engines will be made ready for service and turned over to crews at such points.

- 5 -

Discipline

Investigations in connection with accidents of irregularities which may occur on the rails of the New Orleans Public Belt or other Carriers, in the operation between Avondale and New Orleans (Thalia Street Yard), will be conducted and decisions covering discipline rendered in accordance with the provisions of the Investigation and Discipline Rules of the respective Texas and Pacific Agreements.

Transportation

Adequate transportation will be provided between Algiers Ferry, West Bank, and Avondale at a cost to employes of ten (10) cents per one-way trip in going to and from work. The term "adequate transportation" contemplates not to exceed a minimum fare on any one conveyance and that employees will not be required to wait in excess of forty minutes after being relieved from duty for return transportation from Avondale. In case of accident or unpreventable interruption in such transportation, employees delayed in going on duty will not be disciplined therefor. Arrangement will be made to make transportation available between 12:30 a.m. and 5:30 a.m. at a cost to the men of not to exceed ten (10) cents on each side of the river.

Under the new arrangement at New Orleans, inbound passenger trains will pull by and back in to the station and if the track does not hold the entire train to clear Tchoupitoulas Street, double-over will be made to the extent necessary under final terminal delay rules, time to be computed for this movement from first stop in New Orleans (Thalia Street yard). Outbound passenger trains may be required to double-over when one track will not hold entire train to clear Tchoupitoulas Street, allowance to be made as initial terminal delay from time movement is started until train is doubled together for departure. This without prejudice to the application of the initial and final terminal delay rules at any other terminal.

It is agreed that an arbitrary of fifteen (15) minutes at prorata rates will be allowed to members of inbound and outbound crews or employees called to deadhead, living on the West Bank of the River. This allowance to be continued so long as these employees are affected.

Yardmen required to report at Avondale will be allowed an arbitrary payment of fifteen (15) minutes at prorata rates and continued so long as these employees are affected, it being further understood this will not be applicable to employees living at Westwego or Avondale or at points intermediate after bus or other transportation service is established between these two points.

All other schedule rules applicable to employees involved remain in full force and effect. Calling rules of the respective schedules will be continued at Gouldsboro to employees affected thereby.

Any controversy arising in connection with the application of this agreement, which cannot be adjusted through the regularly constituted Committees of the organizations parties hereto, may be handled to the appropriate Adjustment Board under the Railway Labor Act, as amended.

* * * * *

LETTER, August 24, 1942, T-14009 TPMP 9:

Will therefore, state in behalf of the Carrier Members, Messrs. Chester, Roll, Pennebaker and the undersigned (James), Article 2, Section (c), Agreement of May 28, 1942, referred to in your letter of August 17, 'Reference to road crews being required to pick up at Avondale' is and was understood to mean outbound crews and the reference to setting out at Avondale Yard refers to inbound crews.

* * * * *

January 18, 1989

140.40-5 (A5)
140.40-6

Mr. J. T. Bay
General Chairman, UTU(E)
137 Sheffield
Ft. Worth, TX 76134

Mr. M. L. Royal, Jr.
General Chairman, BLE
413 West Texas
Sherman, TX 75090

Mr. R. A. Green
General Chairman, UTU(C&T)
515 North Belt, Suite 130
Houston, TX 77060

Mr. S. B. Rudel
General Chairman, UTU(C&T)
137 Sheffield
Ft. Worth, TX 76134

Mr. C. E. Huston
General Chairman, BLE P.
O. Box 741 Portland, TX
78374

Gentlemen:

This refers to the hi-rail trip made in New Orleans Terminal with you or your representative and Mr. Gentry of my staff for the purpose of reviewing our operations in connection with proper locations where final terminal delay would commence.

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
UNITED TRANSPORTATION UNION
(New Orleans Seniority District)

IT IS AGREED, effective December 16, 1993, applicable to Road Trainmen on the New Orleans Seniority District only, a regular assigned conductor or brakeman who desires to voluntarily pass up his assignment may do so subject to the following conditions:

- 1) Must have been on assignment for a period of sixty (60) days.**
- 2) Notify proper official of desire to pass up assignment.**
- 3) Ride the bulletin during bulletin period at home terminal as well as at outside points.**

Upon meeting the above requirements, he/she will have the right to bump, seniority permitting, on any assignment; or place on the conductors' or brakemen's extra board.


He/she will not be allowed to bump on an assignment that has been bulletined in the last thirty (30) days.

It is also understood that the Carrier will not incur any additional expense as result of this agreement.

This agreement may be cancelled by either party signatory hereto by giving ten (10) days written notice to the other party.


Signed at Ft. Worth. Tx this 9th day of December, 1993.

FOR THE ORGANIZATION:



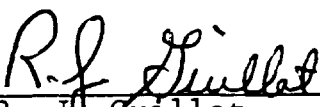
S. B. RUDEL
GENERAL CHAIRMAN - UTU

FOR THE CARRIER:



T. L. WILSON, SR.
DIRECTOR - SOUTHERN REGION

120993.AGT
FILE 180.40



R. J. Guillot
Local Chairman UTU-C&T

QUESTIONS AND ANSWERS
applicable to
NEW ORLEANS "PASS UP" RULE

1. **Q. May a person giving up a position under this Agreement place on a Reserve Board?**

A. No.

2. **Q. May an employee use this Agreement to exercise seniority to an assignment outside the New Orleans Seniority District but within the System Seniority District ?**

A. No. This Agreement is applicable to the territory of the New Orleans Seniority.

3. **Q. Must an employee exercising option under this Agreement immediately protect new position?**

A. Yes, unless requests and is allowed to lay off.

4. **Q. May a brakeman displace a conductor (or vice versa) under this Agreement?**

A. Yes, provided his seniority permits.

5. **Q. If displacing or, an extra board, who is to be removed from the extra board?**

A. The senior person with request to be removed from the extra board; if none, then the junior employee.

After reviewing several awards and recent agreed to questions and answers on the subject, the following locations should be used for computing FTD under the 1985 and 1986 National Agreements:

<u>Tie UP Point</u>	<u>FTD Point</u>
Avondale Yard	Signal to Yard at Wills Avenue
Westwego	The main line switch used for yarding train
Gouldsboro	Switch entering yard
Gentilly Yard (L&N)	Switch entering yard
Berandotte Yard (Sou)	Switch entering yard
Basin St. Yard (Sou)	Switch entering yard
Main Line	Entrance switch connected to last train yard before train is stopped on main line.

In connection with trains interchanged with the Southern Railroad at the foot of the bridge, FTD commences at Wills Avenue. However, any crew that receives additional miles run beyond Avondale would have their 60 minute period extended in line with Section 2 of Article V of the National Agreement.

Yours truly,

T. L. Wilson, Sr. Director
Labor Relations

cc: Mr. P. N. Crabtree - General Notice should be revised accordingly.

TLW

Mr. T. B. Holmes

BCC: Mr. R. R. Gentry
Mr. G. A. McIntosh
Mr. S. B. Shead
Mr. B. Rosales

LOCAL 1571 - EL PASO

AGREEMENT, October 15, 1960:

IT IS AGREED - AT EL PASO ONLY

When a yardman's vacancy is bulletined and there are no bidders, or the oldest man on the extra board bids in the vacancy, he will not be subject to displacement for a period of fifteen (15) days, by any employee who had access to the bulletin, except in case of employee displaced through no fault of his own, or where such employee was laying off, etc. during the life of the bulletin.

IT IS FURTHER AGREED:

When a yardman gives up a job of his own accord, or remains off his regular assignment on a temporary vacancy, or otherwise for a period of fifteen (15) days or longer, requiring his regular assignment to be bulletined under the rule, he will not be permitted to bid in this vacancy nor displace the man assigned, but will be required to exercise his seniority on another job.

This agreement is subject to cancellation on ten (10) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, T-33128, TC-12889:

IT IS AGREED, effective July 23, 1962, at El Paso:

During periods when the brakemen's Extra Board is exhausted, and it becomes necessary to shove a regularly assigned trainman to fill the assignment of another trainman, and the man or men so offered the work lays off on call, he or they will not be considered available for service, until such time as the man or men, who worked in his place, or their place, as the case may be, returns to the terminal. It is understood that the Phrase "so offered the work" means when a trainman is called (contacted), either in person or by telephone, and is permitted to lay off on call.

If the extra board is exhausted, the oldest furloughed brakeman available will be used, before shoving regularly assigned brakemen.

This agreement applies at El Paso, only, and supersedes any agreement in conflict herewith insofar as their application is concerned in El Paso, only, during the life of this agreement and is subject to cancellation upon fifteen (15) days written notice by one party to the other, without the formality of the Railway Labor Act.

MEMORANDUM OF AGREEMENT, March 1, 1973:

IT IS AGREED:

At El Paso only, when road Trainmen's extra board is exhausted, and there are no road Trainmen available to be shoved for vacancy existing in road train service, that the oldest available Yardman, who has made written request for road service, will be called to fill the vacancy.

This agreement is subject to cancellation upon fifteen (15) days written notice from one party to the other.

MEMORANDUM OF AGREEMENT

AT EL PASO TEXAS ONLY

- (1) Extra board trainmen will adjust their miles within every three (3) months starting with the month of December, January and February - March, April & May - June, July and August - September, October and November. Thus every quarter will have two (2) (31) day months in it, except one.
- (2) Trainmen assigned to the El Paso extra board will not be permitted to earn in excess of 12,000 miles in a given quarter at freight rate or the equivalent thereof and when mileage in both freight and passenger service is earned by an extra man during the same three months, for every three (3) miles earned in passenger service credit will be given for (2) freight miles.
- (3) If an extra board trainman leaves his home terminal after he has reached his maximum mileage of 12,000 miles, he will be pulled off and required to pay back two (2) miles for every one (1) mile over run unless he is required to go out in which case he will pay back mile for mile.
- (4) When mileage is earned in any capacity by an individual man, when assigned to the trainmen's extra board during the three months, the mileage earned in each capacity will be combined for the application of this agreement.
- (5) Any individual serving the capacity as an extra board trainman at any time during the three month period will adjust his miles on the basis as an extra man.

This agreement is subject to cancellation upon ten (10) days written notice by either party to the other.

MEMORANDUM OF AGREEMENT, November 30, 1973, File T-31647:

This Memorandum of Agreement shall apply at El Paso, Shreveport-Hollywood and New Orleans - Avondale in connection with Memorandum of Agreement dated September 15, 1959, Carrier's File T-31647, regarding Section II (2), concerning the filling of positions of conductors that are bulletined and no bids received; also the filling of vacancies in pool freight and vacancies on conductors' extra board.

- (a) When there is a vacancy on the conductors' extra board to be filled, it will be assigned to the senior conductor who has prior thereto filed a written request with the agent and/or crew caller, with a copy to the Local Chairmen, for assignment to the next vacancy on the conduc-

tors' extra board. In the absence of any such request on file, the junior unassigned conductor will be assigned.

NOTE: Request for vacancies will be retained for use in increasing the extra board and/or pool freight crews whenever necessary. Seventy-two hours' notice must be given to void such request.

- (b) It is further understood that conductors' vacancies on pool freight crews will be filled in the same manner.
- (c) In the event a conductor fails to exercise his seniority on one of these assignments that his seniority would otherwise permit him to hold, he will not be considered available for extra or emergency service as conductor unless there is no promoted trainman that can be used.
- (d) This agreement does not change any of the provisions of other agreements concerning the filling of conductor vacancies, except to the extent necessary to conform with this agreement.
- (e) This agreement becomes effective December 15, 1973, and is subject to cancellation upon 15 days' written notice from either party hereto upon the others.

MEMORANDUM OF AGREEMENT, January 3, 1973, File TC-24280:

This agreement to apply at Toyah, Texas, in connection with engines operating on Locals into and/or out of that point when only one unit is used on the El Paso-Toyah Local. In order to have the unit pointing forward on return trip Toyah to El Paso,

IT IS AGREED:

The engine crew of Locals, so designated, tying up at Toyah, will arrange to trade the west unit of Big Spring-Toyah Local consist for the unit off the El Paso-Toyah Local prior to departing Toyah on the next trip. For breaking and/or making all connections between these units, having them ready for service on return trips, the engine crew will be allowed one hour at pro rata rate applicable to the trip. (In the absence of a fireman, the head brakeman will be used).

This Agreement becomes effective January 5, 1973, and shall remain in effect until cancelled on ten (10) days' written notice from either party to the other and is without prejudice to any rules.

SECTION I

In order to expand the work opportunities of the employes, without impairing existing seniority rights, the names of yardmen holding prior rights in El Paso Yard, as shown on the consolidated roster for yardmen, will be placed on the bottom of the El Paso brakemen's seniority list, and the names of brakemen on the El Paso seniority list will be placed on the bottom of the consolidated yard seniority list with rights in El Paso Yard.

SECTION II

On the effective date of this agreement the seniority roster for brakemen on the El Paso District will stand as indicated by Attachment "A", and the consolidated yard seniority roster will stand as indicated by Attachment "B".

SECTION III

Yardmen holding prior rights in El Paso Yard and brakemen holding prior rights on the El Paso District who do not desire to acquire the additional seniority as provided for herein shall so notify the General Manager and General Chairman jointly within sixty (60) days from the date of this agreement. Corrected seniority lists will be re-issued after the expiration of the sixty day period.

SECTION IV

Yardmen holding seniority in El Paso Yard shall continue to hold prior rights to service in such seniority territory, as well as rights established under the terms of the consolidated yard agreement of July 13, 1962, and brakemen holding seniority on the El Paso District shall continue to hold prior rights to service in such seniority territory.

SECTION V

The names of employes hired subsequent to the date of this agreement will be placed on the consolidated yard seniority roster with rights as yardmen in El Paso Yard and on the El Paso brakemen's seniority roster with rights as brakemen on the El Paso seniority district. Such employes shall hold no prior rights and seniority acquired on these two rosters shall apply as a common seniority date in the two seniority territories.

SECTION VI

(a) Independent extra boards for both road and yard service will be maintained at El Paso under existing agreements. The yard and road local chairmen will cooperate with the Carrier officers in regulating the extra boards.

(b) Vacancies on the El Paso Yard extra board will continue to be filled in accordance with the Memorandum Agreement of July 13, 1962 and January 6, 1964, except, employes holding prior rights in El Paso Yard, employes holding prior rights on the El Paso brakemen's seniority district, and employes hired subsequent to date of this agreement who acquire a common date on the El Paso road and yard rosters, will be subject to the provisions of paragraphs (d), (e) and (f) of this Section 6.

(c) Vacancies on the El Paso road extra board will be filled in the manner set forth below:

(1) Vacancies will be filled by the senior prior rights brakeman, next by the senior El Paso yard employe acquiring road seniority under the terms of this agreement, and then by the senior employe hired subsequent to the date of this agreement having common seniority on the El Paso Yard and Road rosters who has filed a written request for the next vacancy on the extra board.

(2) Requests must be filed in writing with the local chairman and the person who issues bulletins for vacancies and makes assignments at El Paso.

(3) If there are no written requests filed for the next vacancy on the road extra board, the vacancy will be filled by recalling furloughed employes, if any, to service under the terms of the basic working agreement.

(d) In the event an employe is furloughed from one seniority district he must place himself on a regular job or the extra board in the other seniority district (either El Paso Yard or El Paso road) within five (5) days, seniority permitting, or forfeit his seniority. Employes transferring from road to yard, or vice versa, under the provisions of this paragraph shall be permitted to exercise their seniority in the other district when their seniority will permit, as set forth herein.

(e) Employes voluntarily exercising their seniority which involves a transfer from road to yard, or vice versa, will be required to remain in the seniority territory to which transferred for a period of thirty (30) days unless they are unable to hold a regular assignment or the extra board in the seniority district to which transferred, in which case they will be governed by paragraph (d) above.

(f) Employees required to transfer from one seniority district to another under the terms of paragraph (d) must report for service on the regular assignment or extra board vacancy on which they exercised their seniority within five (5) days from date released from the other seniority district. Employees voluntarily transferring from road to yard, or vice versa, will be marked up for service at time transferred.

SECTION VII

The agreements applicable to each class of service shall remain in effect, and the agreement covering the class of service performed shall govern. The Carrier will not be caused to incur additional expense in the application of this agreement. This, however, does not bar claims for time lost account deprived of service in contravention of seniority rights if mishandling occurs in violation of the provisions of this agreement.

SECTION VIII

The "protected" or "non-protected" status of employees established pursuant to the provisions of crew consist-agreement dated March 15, 1968, shall not be affected by the terms of this agreement.

SECTION IX

Any agreement, understanding or interpretation of rules in the schedules in effect on the seniority districts involved, which are contrary to the provisions of this agreement, are modified to the extent necessary to conform with this agreement.

SECTION X

This agreement shall become effective May 1, 1968, and shall remain in effect until changed or abrogated in accordance with the provisions of the Railway Labor Act, as amended.

* * * * *

MEMORANDUM OF AGREEMENT, January 27, 1967, T-31552:

Pursuant to the following stipulated conditions it is agreed:

Texas and Pacific Railway company road crews operating into El Paso on train known as MTS now designated as Train No. 61's connection may be required to stop their train far enough East to clear the switch (just East of Tower 47 and West of Piedras Street) which breaks off T&P main line to SP yard. A yardman will then cut the road engine off and place same in another

track. A Texas and Pacific yard crew will then couple their engine into the train and move it forward, cut the rear end of the train off and leave it near the track in which the road engine is placed. The yard engine will then take the Southern Pacific cars to Cotton Avenue Yard and make delivery of such cars in the track designated as interchange for Texas and Pacific yard crews to make delivery to Southern Pacific yards. After the yard engine pulls the cars to be delivered by the road engine the engine will be replaced on the remaining portion or rear of train by yardmen and the train in charge of the road crew may then proceed to the Texas and Pacific El Paso Yard.

No penalty claims will be made on behalf of road or yard crews on any day or date the work is performed in the manner described above. Road crews whose trains are reduced at the point described in the above paragraph, under the terms of this agreement, will be paid final terminal delay time based on the agreement governing trainmen, commencing at the time the first stop is made within yard limits with a minimum of one (1) hour. (See Article X, National Agreement August 25, 1978, page 142.)

If any violation of this agreement occurs the road crew handling the train into El Paso and the yard crew required to make the delivery to the Southern Pacific will each be paid a minimum day for such violation in addition to any other service rendered on trip or date.

This agreement may be cancelled by either of the parties upon ten (10) days written notice given by one of the parties to the other.

* * * * *

ROAD AGREEMENTS

ARTICLE 1

KEEPING TIME

- (a) All trips will be credited to the day on which they begin.
- (b) Trainmen will be notified and given reasons when time is not allowed as claimed. Errors in time will be paid for by time check where employes request it on shortages of \$5.00 or more (T-13545).

ARTICLE 2

PASSENGER SERVICE

Rates of Pay

- (a) One hundred and fifty miles (150) or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

Except when used in passenger service, as provided in paragraph (d), regular passenger baggagemen and brakemen used on other than their regular runs, will be paid for class of service performed.

Overtime

(b) Conductors and Trainmen on short turnaround Passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip.

Example

The time shown in examples below shall be computed based upon revised paragraph (b) National Agreement of November 21, 1947.

(1) Crew making several turns from 7:00 a.m. to 5:00 p.m. is relieved 61 minutes at some period during the day.

This 61 minutes is deducted from the 10 hours and crew is entitled to 59 minutes overtime.

(2) Crew in service from 8:00 a.m. to 8:00 p.m. is relieved during this period several times for a few minutes - 10, 15 and 25, and in one case 59 minutes, but due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is allowed to 4 hours overtime.

(3) Crew on duty at 6:00 a.m., relieved at 9:00 a.m.; again goes on duty at 3:00 p.m., and is finally released at 8:00 p.m.

(3a) Crew is on duty or held for duty 4 hours in the first 10hour period between 6:00 a.m. and 4:00 p.m.; therefore no overtime accrued during the first 10-hour period; is entitled to 4 hours overtime for the period from 4:00 p.m. to 8:00 p.m.

(3b) For some reason on a given day crew is kept on duty in its regular assignment from 6:00 a.m. to 2:30 p.m. and again goes on duty at 3:31 p.m., finally released at 8:05 p.m.

Crew has made 8 hours and 59 minutes or 59 minutes overtime in the first 10-hour period, in addition to this has made 4 hours and 5 minutes overtime after the expiration of the first 10 hours (4:00 o'clock), or a total of 59 minutes plus 4 hours and 5 minutes, equalling 5 hours and 4 minutes overtime for the trip.

(4) Crew is on duty from 7:00 a.m. to 3:30 p.m., resumes duty at 6:00 p.m. and is relieved at 7:00 p.m.

Crew is on duty 8 hours and 30 minutes within the first 10hour period, producing 30 minutes overtime on this period. Time in excess of 10 hours (5:00 to 7:00 p.m.), 2 hours, making total of 2 hours and 30 minutes overtime.

(5) Crew is on duty from 6:00 a.m. to 12:00 noon; resumes duty at 1:30 p.m., and is relieved at 7:00 p.m.

Crew is on duty 8 hours and 30 minutes within the first 10hour period, and is entitled to 30 minutes overtime on this period (having been relieved more than 1 hour between 12:00 noon and 1:30 p.m.) this time is deducted. Time in excess of 10 consecutive hours is 3 hours, making a total of 3 hours and 30 minutes overtime.

Overtime Basis

(c) Trainmen on other than short turnaround passenger runs shall be paid overtime on a speed basis of twenty (20) miles per hour computed continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven (7) hours and thirty (30) minutes from time of first reporting for duty.

The Management may definitely assign passenger trainmen in turnaround service on basis of a minimum day in each direction.

It is understood that the foregoing includes all standard provisions (as provided for by Federal Wage Supplements) governing speed basis for overtime and minimum day.

Overtime Rate

Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided.

Guarantees

Baggagemen and Brakemen

(d) Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord, shall receive not less than the monthly guarantee provided in Section "A" of this Article, exclusive of overtime.

Extra service may be required sufficient to make up these guarantees, and may be made between regular trips; may be made on layoff days; or may be made before or after completion of the trip. If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of 1 hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

The basis of pay for extra service applies only in making up the guarantees. After guarantees are absorbed schedule provisions for extra service apply.

When a regularly assigned passenger trainman lays off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received had he remained in service, the sum of the payments to the man, or men, who may be used on the run equaling the

monthly guarantees.

Reduction in crews or increases in mileage in passenger service from assignments in effect January 1st, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this order is understood to prevent adjustment of runs in short turnaround and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this Article.

For the purpose of avoiding payment of excess overtime on turnaround runs in passenger service when any part or leg thereof is over 80 miles the railway will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs except when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedules of this order; but in no case less than the combination of trip rates in effect at the date of this order.

(e) All adjustments account application of average daily earnings guarantees to be made on second period payrolls each month and shown as a separate item.

Monthly guarantee to be applied in same manner as heretofore.

Guarantees

Conductors

1. Regularly assigned passenger conductors who are ready for service the entire month and who do not lay off of their own accord, shall receive not less than the monthly guarantee provided in Section (a) of this article, exclusive of overtime.

When a regularly assigned passenger conductor lays off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received had he remained in service, the sum of the payments, to the man, or men, who may be used on the run equaling the monthly guarantee.

Daily Guarantee

When the monthly earnings of regularly assigned passenger conductor from daily guarantees, mileage, overtime and other rules do not produce an average of \$ per day, he will be paid \$ for each day service is performed.

When extra men fill vacancies in regular positions, they take conditions of the regular positions. Service performed by extra men not filling place of regular men will be paid not less than the daily earnings minima for each day service is performed.

Examples

(1-a) Conductor on thirty (30) day assignment; paid daily minimum plus eight (8) minutes overtime daily or a total of four (4) hours at \$ per hour, equals \$; total \$
As average daily earnings for the days on which service is performed is more than an average of \$ per day, daily guarantee not involved.

(2-a) Conductor on thirty (30) day assignment making one hundred and forty (140) miles daily makes fifteen (15) hours per month at \$ per hour or total of \$ plus \$, equals \$. As average daily earnings for the days service is performed is more than average of \$ per day daily guarantee not involved.

(3-a) Conductor on thirty (30) day assignment making one hundred and forty (140) miles daily and makes no overtime. As \$ monthly guarantee is less than an average of \$ per day will be paid thirty times (), or \$

(4-a) Conductor on thirty (30) day assignment making one hundred and forty (140) miles daily. and .makes four (4) hours overtime on first day of month and no other overtime during the month, four (4) hours overtime at \$ per hour equals \$ plus \$, total \$. As average daily earnings are more than \$ per day, daily guarantee not involved.

(5-a) Conductor on one hundred and forty (140) miles daily assignment during thirty-one (31) day month makes five (5) hours overtime at \$ per hour equals \$ plus \$ monthly guarantee, total \$. As this is less than an average of \$ per day conductor will receive the daily guarantee of \$ or \$ for the month.

(6-a) Conductor on thirty (30) day assignment paying daily minimum which equals \$, average daily earning guarantee thirty (30) times \$ equals \$. Regular man lays off ten (10) days during month and receives twenty (20) times \$, total \$. Extra man working ten (10) days in

the regular man's place earns \$ (including overtime). Regular man receives \$; extra man receives \$, total \$ As this is more than average of \$ for days of assignment daily guarantee not involved.

(7-a) Extra conductor (not filling place of a regular conductor) on first day (a) is used under conditions resulting in two (2) minimum days; second day (b) makes two hundred (200) miles; third day (c) makes one hundred and twenty-five (125) miles, no overtime, fourth day (d) makes one hundred and twenty-five (125) miles and four (4) hours overtime.

- (a) Will be paid two (2) days at \$, equals \$.
- (b) Will be paid 200 miles at \$, equals \$.
- (c) Will be paid daily earning guarantee \$
- (d) Will be paid daily minimum \$, plus 4 hours over time at \$ equals \$.

Note: All adjustments account application of daily earnings guarantee to be made on second period pay rolls each month and shown as separate item.

Monthly guarantees to be applied as heretofore.

Terminal Delay

(f) In case of delay at terminal prior to departure or after arrival for any cause, overtime rates will be paid in all passenger service, independent of any other time made on trip, actual minutes to be counted. When terminal overtime is made, same will be deducted from entire spread of hours on duty in computing road overtime.

AWARD 1269 - Letter from Vice President Chester March 16, 1946:

"Effective March 16, 1946, a passenger train being on overtime on arrival at the terminal, the conductor's and brakemen's time will continue until service requirements (unloading passengers, registering, and putting away equipment) are completed."

T-21826 - Letter from Vice Pres. Chester March 20, 1948:

"I am agreeable to meeting your request, and this is to advise that effective today, March 20th, the agreement of March 16, 1946, is extended to apply to Train Baggage-man-Brakeman, the same as it does to Conductor and Brakeman; when both Train Baggage-man-Brakeman and Assistant Train Baggage-man-Brakeman are on a train, such payment will be made to the Train Baggage-man-Brakeman only, and not to the Assistant Train Baggage-man-Brakeman."

Extra Service

(g) At distant terminals where freight crews are used to run special or extra passenger trains, the through freight crew first out will be used and paid through freight rates.

(1) Freight trainmen used on special or extra passenger trains will be paid through freight rates. Regular freight brakemen used on regular passenger trains will be allowed through freight rates. Regular passenger trainmen taking the place of an extra man, account no extra man available will be paid the same as would the extra man. Extra trainmen used in passenger service will be paid passenger rates whenever they take the place of regular assigned passenger trainmen; otherwise, they will receive freight rates. It will be understood that any service other than that taken care of by the regular assigned passenger service will be considered special or extra passenger service within the meaning of this section.

(2) When extra trains are run for the special purpose of handling express, mail and baggage, but do not handle passengers; or when passenger equipment is handled over a division or subdivision, first pool freight crew out will be used, and should be required to go no further than his regular freight subdivision. Special troop trains and solid trains of empty passenger equipment in connection therewith will be handled by pool freight crew under freight pay and rules.

(3) Trainmen used in extra passenger service shall not operate through freight terminals, except as provided for in agreement of April 20, 1929, in the operation through Marshall over the Mineola Subdivision and Shreveport Subdivision, as follows:

"Agreed: That in extra passenger service, operating through Marshall, trainmen will be run from Fort Worth to Mineola - Mineola to Marshall - Marshall to Alexandria, or vice versa."

MEMORANDUM OF AGREEMENT, November 28, 1958, T-16045:

Reference is made to Memorandum of Agreement of April 28, 1941, even file, the first paragraph of which reads as follows:

"It is agreed, effective April 29, 1941, special troop trains and solid trains of empty passenger equipment in connection therewith will be handled by pool freight crews under freight pay and rules."

It is agreed, effective this date, that it is optional with the Carrier as to whether or not a caboose will be furnished crews handling trains such as are described above, provided there is a suitable place for the crew to ride and perform

their duties.

When cabooses are not furnished such crews, the carrier will provide them with supplies and stationary necessary for making the trips involved.

Turning Engines

(h) Passenger trainmen will be allowed one hour overtime for turning train or engines where they actually perform this service.

Handling Mail

(i) Train baggagemen required to handle United States mail shall be paid the differential as set forth in paragraph (a) of this Article.

The extra allowance for baggagemen handling United States mail will not apply when the amount of such mail handled does not exceed in volume, between any two points, that provided for the minimum space that can be authorized by the Post Office Department, viz., three feet or its equivalent, in sacks or pieces. Loading United States mail into car, storing it in car, sorting it enroute, or unloading it at intermediate or terminal points will constitute "handling" under this rule. The extra allowance for handling United States mail will not apply when "storage" mail is in charge of baggageman, provided he is not require to "handle" it. The extra allowance for handling United States mail by train baggagemen will apply to other trainmen who may be assigned regularly or temporarily to that work.

The number of sacks or pieces equivalent to three feet will be governed by the tests conducted and established by order of the Interstate Commerce Commission.

For baggagemen handling mail, same interpretations as now established by agreement between the railroads and the organizations in the case of like employes on the Eastern railroads will be followed.

Passenger brakemen or baggagemen may be required to assist or handle to and from the train, between depot or box provided for that purpose, baggage, express, U.S.Mail, parcel post, company material, milk and cream when the pieces handled collectively on any one trip do not exceed ten (10) without extra compensation.

Passenger brakemen or baggagemen required to handle to and from the train, between depot or box provided for that purpose, baggage, express, U.S.Mail, parcel post, company material, milk and cream when the pieces handled collectively

on any one trip exceed ten (10) will be allowed 1 cent per mile each trip service performed for mileage of their assignment or mileage of the subdivision where work on assignment is so restricted in addition to other allowances.

MEMORANDUM OF AGREEMENT, September 8, 1946, (T-16107, T-18343):

Effective September 16, 1946, positions of Train Baggage-men as now assigned will be changed to Train Baggage-men-Brakemen.

There will be established a classification of Train Baggage-men-Brakemen and Assistant Baggage-men-Brakemen.

A Train Baggage-man-Brakeman will be assigned on all regular passenger trains consisting of five (5) or more cars and on regular passenger trains of less than five (5) cars where baggage is handled.

Should the Management desire to do so and make assignment of an additional Brakeman on any regular passenger train, the position of Train Baggage-man-Brakeman will be discontinued on such train and if baggage is handled, a Train Baggage-man will be assigned.

The rate of train baggage-men-brakemen will be \$9.08 per day, \$.06053 per mile, except that between Marshall and New Orleans the rate for train baggage-men-brakemen will be \$8.58 per day, \$.0572 per mile. The rate per month will be on the same basis with respect to the daily and/or mileage rate as is now carried in Article 2 of the agreement and will not affect the differential in regard to the handling of U. S. Mail, etc.

Assistant Train Baggage-man-Brakeman at rate of \$8.58 per day, \$.9572 per mile, will be assigned to trains when it is necessary to furnish the Train Baggage-man-Brakeman an assistant employed on the train in the handling of baggage-man's work, including U. S. Mail.

Train Baggage-man-Brakeman and/or Assistant Train Baggage-man-Brakeman may be required to perform any of the duties of a Train Baggage-man and/or Brakeman.

* * * * *

Under this agreement, all passenger trains of five cars or more, or trains of less than five cars where baggage is handled, will consist of not less than a conductor, a brakeman, and a train baggage-man-brakeman.

Train Baggage-men now assigned to runs will remain thereon as Train Baggage-men-Brakemen, and these runs will not be rebulletined on account of this change. On runs where train baggage

men are not now assigned, the positions of Train Baggage-man-Brakeman (and Assistant Train Baggage-man-Brakeman if necessary) will be bulletined in accordance with Article 20 of the Trainmen's Agreement.

The term "trainman or trainmen" as used on top of page 6 of Agreement of August 1, 1944, will include Train Baggage-man-Brakeman and Assistant Train Baggage-man-Brakeman.

This agreement shall remain in effect unless and until changed in accordance with the Railway Labor Act."

Combination Service

(j) Trainmen in regularly assigned passenger service run from a terminal to an intermediate point in one class of service and completes the trip to a terminal in one or more different classes of service, they will be allowed at least a minimum day at regular rates for class of service rendered from the terminal to the point where change of service occurs, and at least a minimum day for the combined service at the highest rate applicable to any class of service in which engaged from that point to a terminal. Time of such trip will be computed as continuous on the basis specified for the service rendered from initial terminal to the time of arrival of the crew at the point where change of service occurs, and from that time and point it will be computed as continuous on the highest speed basis applicable to any class of service in which engaged until crew is released at terminal. This paragraph only applies to changes made between terminals where freight equipment is handled from one station to another.

(k) Regular passenger brakemen and baggagemen will be assigned by bulletin, as per Article 20.

Inter-District Assignment

(l) Passenger conductors, baggagemen and brakemen will be assigned to runs operated on more than one seniority district in proportion to the mileage made on such runs on each district. Representation will be given under this section when 50 miles or more per day are run on any district. The first assignment under this section to come from seniority district having the greatest mileage.

Seniority Rights

(m) The rights of train baggagemen and passenger brakemen are interchangeable. Also the rights of passenger brakemen and freight brakemen are interchangeable in accordance with their seniority in service. It is understood that this section will not operate so as to displace passenger train baggagemen or brakemen from runs now held by them. The rights of baggagemen

and brakemen now in passenger service to assignment to passenger runs will be governed by their age in service.

Freight brakemen will have rights in passenger service from the date they entered the service.

Passenger brakemen will have rights in freight service from the date they entered the service.

The right to promotion of passenger brakemen who entered the service prior to April 15, 1912, will begin at that date.

Superintendent shall be sole judge of the physical ability of passenger brakemen who shall elect to take freight service.

No brakeman shall be eligible for service as conductor who has not had two years' continuous service as freight brakeman.

In filling temporary vacancies in passenger service the brakeman first out on extra board who has a uniform will be used, regardless of turn.

MEMORANDUM OF AGREEMENT, effective April 14, 1980:

1(a) The National Railroad Passenger corporation, hereinafter referred to as Amtrak, shall prescribe the uniform, accessories, badges and insignia to be worn by Conductors and Trainmen at all times when on duty in Amtrak passenger service. Specifications for said uniforms shall be subject to change from time-to-time as required by Amtrak. If specifications are changed and a new uniform is required, it will be the responsibility of Amtrak to provide a new uniform at no cost to the employee. All uniforms shall be purchased only through Amtrak.

(b) A complete Amtrak uniform will consist of one (1) cap, one (1) jacket, one (1) tie, two (2) pairs of trousers. Allweathercoats may be purchased on a 50-50 basis from Amtrak, if desired.

2(a) Conductors and Trainmen who have not previously received a free uniform and who are assigned or upon becoming regularly assigned in Amtrak passenger service will be provided at no cost, one (1) complete Amtrak Uniform, of material suitable for year-round use.

(b) The cost of all subsequent replacement uniforms will be shared equally (50-50) by Amtrak and the employee, provided, however, in no event will Amtrak participate in the expense of the purchase of more than two (2) uniforms in any twelve (12) month period, unless such additional purchase has first been authorized by Amtrak. Replacement uniforms may be ordered with one (1) pair of trousers if so desired.

3. Amtrak will supply, free of charge, badges, buttons and such other insignia as they may require to be worn upon such uniforms. Conductors and Trainmen will be responsible for the safekeeping of such items and when a new uniform is purchased they will transfer usable badges, buttons and insignia from the old uniform to the new uniform.

4(a) Except as authorized by Amtrak, Conductors and Trainmen will be responsible for the expense of keeping uniforms properly repaired, cleaned and neatly pressed at all times and will wear the prescribed uniform while on duty in Amtrak passenger service.

(b) Uniforms or parts thereof will not be worn while off duty but may be worn while enroute to or deadheading to or from assignments, or when tied up at away-from-home terminal.

5. If as a result of carelessness on the part of a Conductor or Trainman his uniform or any part thereof is lost, stolen, damaged or destroyed while off duty, or is damaged through negligence on his part while on duty, he shall bear the cost of replacing the uniform entirely or repairing the damage. Damaged uniforms or parts thereof will be replaced at no cost to the employee when damage is not caused through employee's negligence and replacement is authorized by the Amtrak officer on the property.

6. Conductors and Trainmen subject to this Agreement will be required to procure a new uniform when it is determined by proper Amtrak official or his designee on the property that the condition of the old uniform is such that it should be replaced.

7. When it is necessary to replace worn or damaged uniforms or parts thereof, such purchase will be made consistent with the terms of this Agreement.

8. Train service employees assigned in Amtrak passenger service who do not have an Amtrak uniform nor a Railroad uniform in their possession, but who do have an application (requisition) on file for an Amtrak uniform will be permitted to and must wear a dark dress suit, not an ensemble, while awaiting delivery of an Amtrak uniform.

9. Extra or unassigned Conductors and/or Trainmen who have worked in Amtrak service for five (5) days or more per month for three (3) consecutive months will be provided at no cost one (1) complete Amtrak uniform providing such employee has not previously obtained a free Amtrak uniform. on such railroads where extra Conductors and/or Trainmen are assigned under so-called temporary vacancy or hold down rule for a period of thirty (30) consecutive days or more, they will be provided a uniform in accordance with paragraph 2(a). The

cost of all subsequent replacement uniforms will be in accordance with paragraph 2(b) of this Agreement.

10. This Agreement applies only to crews assigned to passenger service operated for Amtrak and not to passenger crews in other than Amtrak passenger service. As of its effective date it supersedes rules, practices, understandings and agreements, however established, to the extent that they are in conflict or inconsistent with this Agreement, and is made without prejudice to the position of either the Railroads or the organization with respect to any question or issue concerning uniforms required in other than Amtrak service.

11. This Agreement is in disposition of any pending Section 6 notices or portions thereof pertaining in any way to the matter of uniforms in Amtrak operations. It shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by the organization signatory hereto, and shall continue in effect until changed or modified in accordance with the procedures of the Railway Labor Act, as amended.

LETTER, October 18, 1979:

During the discussion leading to the Amtrak Uniform Agreement dated October 18, 1979, Amtrak agreed that the replacement uniform, as provided in Section 2(b) of the Agreement, may be purchased through Amtrak in the weight desired by the employee, provided the cost of such uniform in the desired weight does not exceed the cost to Amtrak of the standard uniform.

Further, in the application of Section 4(a) of the Amtrak Uniform Agreement of October 18, 1979, Amtrak agreed that it will share with the employees the expense of cleaning and pressing of the uniforms. Amtrak's share of this expense will be the cost of cleaning and pressing of one uniform per employee each month. The employees at the end of each month (or when leaving passenger service) may submit a statement for such cleaning and pressing services, together with receipt of payment, to the designated officer of their employing carrier for reimbursement. Additional cleaning will be allowed when necessary upon authorization of the National Railroad Passenger Corporation officer or his designee on the property.

MEMORANDUM OF AGREEMENT, Effective September 1, 1988, 1240-1, 160-1:

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as "Amtrak") desires to employ train service personnel for operation of its service; and

WHEREAS, certain employees subject to collectively bargained agreements between the parties signatory hereto desire to be considered for employment by Amtrak,

NOW THEREFORE, IT IS AGREED:

ARTICLE I, - REQUESTS FOR LEAVES OF ABSENCE

1. When an employee desires to accept employment with Amtrak, he shall make application in writing to the Superintendent for a leave of absence.
2. The leave of absence may, at the discretion of the Company, be granted in seniority order to the employee making request therefor, for the duration of employment with Amtrak. When such leave is granted, the UTU General Chairman will be given a copy of the Superintendent's letter authorizing the leave.
3. While on leave of absence, the employee will keep Superintendent advised of his current address and telephone number.
4. Train service employees, while on leave of absence, will continue to retain and accumulate seniority.
5. No leaves will be granted after the expiration of the two-year period commencing with the effective date of the agreement. However, requests for leaves of absence filed by train personnel prior to the expiration of the two-year period will be given consideration in accordance with Section 2 above.

ARTICLE II - RETURN FROM LEAVES OF ABSENCE

1. An employee who is granted a leave of absence pursuant to this Agreement will be permitted to return to the Company's service only upon the following conditions:
 - (a) He is unable to hold a regularly assigned or extra board position with Amtrak (except for disciplinary reasons); or
 - (b) Because of hardship cases such as serious illness of a family member.
 - (c) As an exception to paragraph 1(a) above, the employee may return voluntarily to UPRR at the end of the first six-month period, which period will commence with the date of the employee's employment with Amtrak. If the employee elects to remain with Amtrak at the end of the six-month period, he may

not voluntarily return to UPRR except in accordance with paragraph (a) or (b) above.

- (d) If an employee fails to return to service of the Company within 30 days after he is furloughed by Amtrak and therefore is unable to hold a regularly assigned or extra board position, he will forfeit his seniority and other employment rights with the Company.
- (e) If the employee does not stand for service with Amtrak as outlined in paragraph (a) above and is furloughed, he may return to UPRR and exercise his rights on his seniority district in accordance with the working agreement. When the employee is recalled by Amtrak, he will be given a leave of absence by UPRR to return.

ARTICLE III - EFFECTIVE DATE

This Agreement signed at Omaha, Nebraska, this 30th day of August, 1988, becomes effective September 1, 1988.

ARTICLE 3

EXPENSES AWAY FROM HOME

NATIONAL AGREEMENT June 25, 1964, Article II, Section 2:

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE: For the purposes of Section 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

NATIONAL AGREEMENT August 25, 1978, Article VI:

Effective October 1, 1978, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended by Article XI, Section 2, of the January 27,

1972 National Agreement, is increased from \$2.00 to \$2.75. (1972 Agreement) - * * * and an additional \$2.00 (now \$2.75) meal allowance will be provided after being held an additional 8 hours. October 5, 1982 N.A. increased to \$3.85, November 1, 1985 N.A. increased to \$4.15.

NATIONAL AGREEMENT June 25, 1964, Article II, Section 1:

Expenses Away From Home

When the carrier ties up a road service crew (except short turnaround passenger crews) or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

NATIONAL AGREEMENT January 27, 1972, Article XI:

Section 1. Effective on the date of this Agreement, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

MEMORANDUM OF AGREEMENT, April 21, 1965, T-32050-Art. II:

It is mutually agreed that in the application of Article II, Section 1, of the Agreement of June 25, 1964, the following will govern:

Section 1

As previously agreed, where available, single rooms, air conditioned with adequate heat, in reputable places are to be considered as suitable lodging.

Section 2

Facilities furnished by the Carrier at the following points, as listed, are acceptable:

El Paso)	
Big Spring)	
Fort Worth)	All facilities listed
Mineola)	in this Agreement have
Marshall)	been changed.
Texarkana)	
Shreveport)	
Alexandria)	

Section 3

At all other points where crews are entitled to lodging under the provisions of Article II of the Agreement of June 25, 1964, the employees will be paid \$2.00 in lieu of such lodging.

If the assignment of an employe is such that he would be entitled to suitable lodging in the proximity of his residence he may, in lieu of using the Carrier-provided lodging, claim and receive a \$2.00 cash allowance.

Section 4

When tied up on line of road between terminals, lodging and meal allowance will be made in the same manner as if tied up at the away-from-home terminal under Article II, Agreement of June 25, 1964, except meal allowance will not be made when meals are furnished to crews with relief outfits. These allowances are not to be made when tied up at the designated home tie-up point of an assignment.

Section 5

In the event the facilities listed in Section 2 above are inadequate to accommodate the number of employes entitled to lodging under the provisions of Article II of the June 25, 1964 Agreement, alternate facilities of equal quality will be

provided by the Carrier if available, otherwise the allowance provided for in Section 3 will be made.

Section 6

When an employe is tied up at a point where he is entitled to be furnished lodging or the lodging allowance and he is to be recalled to service or deadhead in less than four hours from the time tied up, he will be notified that he will be called in less than four hours and therefore will not qualify for lodging or lodging allowance. If not notified as per above and he is called in less than four hours, he will be entitled to the lodging or lodging allowance. In the application of this Section 6, it will not be the policy to call crews before the expiration of the four-hour period for the purpose of defeating the provisions of this Agreement.

Section 7

Should any of the facilities agreed upon, as listed in Section 2 of this Agreement, become available, the parties will immediately confer upon receipt of advice concerning the changed situation in an effort to agree upon other facilities at the location or agree to apply the lodging allowance in lieu of furnishing lodging. Pending agreement, if the agreed-upon facility becomes unavailable the cash allowance provided for in Section 3 will be paid. Should either party desire to eliminate, add or change any of the facilities agreed upon in Section 2, notice will be given to the other party and conference will be held without delay in an effort to reach mutual agreement on such elimination, addition or change.

Section 8

In order to avoid dispute and controversy on the question as to which individual is entitled to receive meal and lodging allowances in those cases where men lay off and report under existing rule and practice at points where they are entitled to receive the meal and lodging allowances under the provisions of Article II, Section 1, of the Agreement of June 25, 1964:

(a) When a man regularly assigned lays off at the point where meal and lodging allowances are to be paid, the regular man will not receive such allowances in the event the crew qualifies under the provisions of Article II, Section 1, of the Agreement of June 25, 1964.

(b) The extra man who takes the place of the regular assigned man on the crew will, if the regular members of the crew qualify, receive the allowances.

(c) The extra man relieved on his return will not receive allowances inasmuch as he receives the allowances on his out bound trip.

(d) The regular man who reports and goes out on his regular assignment will, if the crew qualifies for the allowances under the provisions of Article II, Section 1, of the Agreement of June 25, 1964, receive such allowances.

(e) Allowances are not to be made to men who are displaced by the exercise of seniority of senior employes nor will men who exercise seniority to a regular assignment or who are assigned as a result of advertisement of the regular assignment receive the allowances when such exercise of seniority takes place at the away-from-home terminal.

LODGING - WORK TRAIN SERVICE

LETTER AGREEMENT, effective December 1, 1979, A 269-ART 2-Gen1:

Qualified crews in work train service tied up on line of road at other than their assigned terminal(s), will be afforded lodging at a designated lodging facility if one is reasonably available, or if Carrier furnishes suitable transportation to and from a designated facility. If no designated lodging facility is reasonably available, the employes will be reimbursed for actual necessary cost of lodging of quality equal to the nearest designated lodging facility, not to exceed the cost per person paid by the Carrier at said nearest designated lodging facility. It will be the Carrier's option to transport the crews to the nearest designated lodging facility or make the allowances provided for herein.

FREIGHT CREWS EATING ON LINE OF ROAD

MEMORANDUM OF AGREEMENT, May 25, 1978, 321-27:

This Agreement is in full and final settlement of formal notice served by the Union April 12, 1978, regarding road freight crews eating on line of road. It is made with such facts in mind as reduction in the time crews may remain on duty under the Federal Hours of Service Law; scarcity of convenient and otherwise suitable eating establishments -especially at night; operating problems in high density of traffic areas; and places where blocking of street and/or highway crossings would be intolerable. It is made for the further purpose of establishing guidelines to govern the circumstances under which crews may be allowed to stop and eat on line of road, and alternate procedures where stopping to eat is not feasible.

It is therefore agreed:

1. Crews requesting to eat at times and places when neither their train nor other trains will be delayed will be permitted to eat so long as the locomotive consist is not left unattended. Cooperation should be given by all crew members to the end that the entire crew, including enginemen, will be able to obtain food.
2. When crews are tied up on line of road because of the Hours of Service Law, or any other reason, and are then transported by automobile or similar vehicle operated by an officer or employe of the Carrier, the crews will be allowed to eat (or be handed food) at the first reasonably convenient place on the way to the terminal, provided that the crew has not stopped to eat or been handed food within the last six (6) hours. This will also apply when crews are transported by taxi cab.
3. Because of scarcity of eating establishments, and other considerations, present practices will be continued between Shreveport and New Orleans, between New Orleans and DeQuincy, between Fort Worth and Texarkana via Bonham, between Fort Worth and Denison, and west of Fort Worth. Employes on these territories are covered by all sections of this Agreement, except Section 4. If it develops that reasonably satisfactory arrangements cannot continue to be worked out by Local Chairmen and Carrier's local officers, the signatories hereto will confer further and establish satisfactory arrangements.
4. When crews operating between Mineola and Fort Worth have been on duty six hours or more and make a request to stop and eat at Dallas, they will be permitted to do so if practicable, or in the alternative will be handed food at or near Dallas if they so request.
5. Crews operating between Mineola and Texarkana, Mineola and Shreveport, and Palestine and Texarkana requesting to stop and eat at Longview after having been on duty six hours or longer will be allowed to do so if practicable, or in the alternative will be handed food at Longview if they so request.
6. In local, dodger, traveling switching, work and wrecker service, crews will be allowed to stop work and eat during each tour of duty that cannot be completed in six hours or less from time on duty, unless they waive the opportunity to do so.

7. All crews desiring to stop and eat or have food handed them will give as much advance notice as practicable, and in any event not less than one and one-half hours in advance of arrival at the point where they desire to eat or have food handed them, and will bear the expense of their own food. There shall be no requirement to allow crews to stop and eat or be handed food more than once during a single tour of duty. All employes eating on line of road must do so with the least delay reasonably possible.

St. Louis - May 30, 1978

Z 321-27

Mr. G. T. Graham (Houston)
Mr. G. T. Graham: (Ft. Worth)

Attached are copies of an agreement signed May 25, 1978, applicable on that portion of the railroad that comprised The Texas and Pacific Railway Company, including the Abilene and Southern, Texas-New Mexico, and Weatherford, Mineral Wells and Northwestern. It becomes effective June 6, 1978, and is in settlement of formal notice served in connection with eating on line of road.

This agreement is the culmination of several years of intermittent negotiations on formal notices served by the Unions that, if granted, would have been extremely expensive and would have caused intolerable train delays. The attached is a good agreement under the circumstances, which need not be related here.

If we fail to meticulously comply with the attached agreement we can expect the Unions to serve notices and insist on an agreement that will be many times worse than this one -from our standpoint. It is therefore imperative that you insist that those officers and supervisors who will receive requests from employes subject to the agreement fully understand the agreement and that it must be properly applied, without exception.

The agreement covers conductors, brakemen and firemen. The same agreement is being offered BLE to cover engineers. I do not know whether or not BLE will want it, but will let you know as soon as they decide. Meantime, since the agreement is as easy as not to apply to the engineer, and for the sake of uniformity, apply it to "T&P" engineers unless and until the undersigned advises to the contrary.

The agreement applies only to employes on the former T&P, which means that for the present time some employes in the Palestine-Texarkana pool are covered, and some are not. General Chairman Niles is being furnished a copy and will be invited to become a part to it on behalf of MP employes and conformed for application on the former "Gulf District." Do not apply it to MP conductors, brakemen, firemen or engineers until further notice.

Section 1 of the agreement should be self-explanatory, and is something we should be doing now. However, the Union officers allege that they frequently get complaints from employes who claim they are often told they cannot go eat even though no delay would result to any train and no crossing blocked. If true, this should be corrected immediately.

Section 2 is also self-explanatory, and is something we should be doing now. However, the employes tell the Union officers this is not the case. This is a reasonable requirement and should be put into full effect June 16.

Section 3 is also self-explanatory. It is imperative that everyone concerned bear in mind that the agreement with the single exception of Section 4, applies to employes in the territories mentioned in Section 3.

Sections 4 And 5 are the only parts of the agreement that mention points on the railroad where crews must be allowed to stop and eat if practicable, or be handed food, if they give the prescribed notice (see section 7), and if they will have been on duty six hours or more when they arrive at Dallas or Longview, as the case may be.

The words "at or near Dallas" mean, for example, that when a westbound crew requests to stop and eat at Dallas, and because it is impracticable to permit them to do so, and they request that food be handed them, the latter may be accomplished not further west than Arlington. The agreement was worded this way for several reasons, most of which are obvious without detailing them here.

We realize that there will be some inconvenience in implementing Sections 4 and 5, but the alternatives thereto would have been infinitely worse. Those sections should be meticulously applied in order to obviate those alternatives.

Section 6 is a positive obligation. There are no ifs or ands about it. For many years there was never any question, and few problems about local, dodger, traveling switcher, work or wreck crews eating. However, in recent years many complaints have reached this office alleging that local crews have been instructed not to eat while on duty. We cannot support instructions of that type.

Section 7 is self-explanatory and should be kept in mind at all times when considering requests made under this agreement. It requires reasonable notice; it requires the employes to pay for their own food; it limits eating or handing food to once each tour of duty; and provides for minimum eating time.

If there is any question concerning the agreement, contact the undersigned for clarification.

Please see that all concerned are properly informed and ready to place the agreement into effect at 12:01 AM, Friday, June 16, 1978.

/s/ O. B. Sayers

cc: Mr. D. L. Manion
Mr. R. K. Davidson (2)
Mr. R. B. King (5)
Mr. R. M. Chapman (5)

SUITABLE LODGING AGREEMENT, March 10, 1982, File 269-ART-2General:

In full and final settlement of all notices served by the United Transportation Union regarding lodging or allowance in lieu thereof,

IT IS AGREED:

1. Suitable lodging, or allowance in lieu thereof, will be at no expense to the employes at all points where crews are entitled to lodging under applicable agreements.
2. The term "suitable lodging" means a facility located in reputable surroundings, kept in good repair, with single occupancy rooms properly heated and cooled, at least "threequarter" size bed, innerspring mattresses, suitable pillow, clean and adequate bed linens and cover(s), appurtenance for hanging clothes, a mirror, a comfortable chair, table or desk, reading lamp, shades or drapes to exclude light, private bath and toilet facilities for each room, hot and cold water, towels, wash cloths, soap, and bath mat. Rooms will be cleaned by other than employes covered by this agreement before each occupancy, including changing of bed linens, towels and wash cloths.
3. Where there is no place to eat within reasonable proximity to the lodging facility, arrangements will be made by the Carrier to see that employes are afforded the opportunity to eat after arrival and after being called at terminals.

4. When the lodging facility is not within reasonable walking distance of the on and off duty point, transportation will be furnished by the carrier.

5. Every effort will be made to transport crews to the lodging facility as promptly as possible with the understanding that if the vehicle operated to the lodging facility has not arrived within 45 minutes from the time that the last member of an inbound road crew goes off duty, that crew or any member thereof will, on request, be promptly provided alternative transportation to the lodging facility. After waiting for a room for 45 minutes from time of arrival and one still is not available, transportation will be furnished to alternate lodging, if the employe(s) so requests.

6. When a crew is tied up at a point where they are entitled to lodging, they will be notified if they will be required to report for service or deadhead in less than four (4) hours from the time of tie-up. Such notice will be given at or before tie-up when practicable; otherwise not later than the time they present themselves for lodging at the designated facility. If not so notified they will be considered eligible for lodging. If conditions change after being so notified, and the crew will not be used within four (4) hours, they will be notified promptly so that they may avail themselves to lodging. In the application of this Section 6, it will not be the policy of the Carrier to call crews before the expiration of four (4) hours for the purpose of defeating the provisions of this agreement.

7. In the event complaints are received concerning a designated lodging facility, or transportation in connection therewith, a Joint check will be made. If such facility and/or transportation does not meet the requirements set forth herein, corrections will be made promptly or another suitable lodging facility or other transportation will be provided. Employes entitled to lodging under the provisions of their respective agreements, who do not desire the use of the designated facilities, may accept an equitable allowance in lieu thereof. Such allowances to be negotiated by the parties hereto. Should a designated facility, meeting the provisions of Section 2 hereof, become unavailable for any reason, representatives of the parties will confer promptly and make a joint check of the facilities proposed in order to determine if the suggested facility complies with the term "suitable lodging" as defined herein and if such meets these requirements, the change may be made. Should either party desire to change from one lodging facility to another, representatives of both parties will confer and give consideration to the conditions bringing about the desired change. Where it is determined that both facilities meet the standards set forth herein, no change need be made. However, the Carrier will not unilaterally change from one lodging facility to another ex-

cept for reasons dictated by good business practices, such as but not necessarily limited to economy; e.g., price per occupancy, transportation costs, etc. Where there is a dispute as to whether a present lodging facility is "suitable," a joint check will be made promptly and if such facility does not comply with the term "suitable lodging" as defined herein, immediate steps will be taken to bring the facility up to these standards. If unable to do so, immediate steps will be taken to change the lodging facility.

8. "Transportation" as referred to herein means a passenger-type vehicle in safe operation condition. The number of passengers will not exceed the manufacturer's specifications.

This agreement initialed at Houston, Texas, this 4th day of February, 1982, will become effective within ten (10) days subsequent to notification of its ratification by the Union. It will then supersede all previous agreements, rules and practices only to the extent necessary to conform herewith.

MEMORANDUM OF AGREEMENT, Effective March 16, 1985, 305-1216:

The following is applicable at Fort Worth, Texan, only.

1. Employees who are entitled to lodging under applicable agreements may request and be allowed the sum of \$10.00 in lieu of said lodging and transportation expense.

2. Employees desiring to avail themselves of the above must notify, in writing, the designated officer of said request.

3. Election of the allowance in lieu of lodging and transportation shall remain in effect for a period of not less than one year, following which it may be cancelled upon twenty-five (25) days' notice.

4. This agreement is not applicable to crews in work train service tied up at or in the vicinity of Fort Worth; nor is it applicable to those employees whose residence is at or in the vicinity of Fort Worth.

5. This agreement is entered into without prejudice to the position of either party and is not to be referred to in the handling of any other similar subject.

This agreement is effective March 16, 1985, and remains in effect until terminated under provisions of Item 3 above by serving a written notice by either party upon the other.

Dated at Dallas, Texas, this 11th day of March, 1985.

ARTICLE 4
SHORT TURNAROUND TRIPS

Trainmen in pool freight service may be called to make short turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day; provided, (1) that the mileage of all the trips does not exceed 100 miles, and (2) that trainmen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as a new day subject to the first-in first-out rule. Trainmen will be notified at time of call if they are to be used under this rule; otherwise, rule will not apply.

ARTICLE 5
LOCAL FREIGHT, DODGERS, CANE AND
MIXED TRAINS

(a) Local freight train service will be arranged for over the entire line (See Exception A). Certain freight trains will be designated to do local work. All way freight and local work to be put on these trains. Working days of the calendar month will constitute a month's work.

(b) Mixed train service will be assigned not less than six (6) days per week.

(c) Trainmen will be assigned by bulletin, as per Article 20, to regular local freight runs, the senior men in service to be given preference; but senior trainmen refusing local freight runs will forfeit their right to such runs until they again become vacant, unless, through no fault of their own, the senior men are thereafter deprived of the runs held or bid in by them in the exercise of their seniority rights, in which case they will be assigned at once to the runs of their choice held by younger men.

LETTER, April 24, 1946:

In full and final settlement of Awards 7538 and 7741, it is agreed, effective May 12, 1946: (T-15582)

A. In accordance with Paragraph (a) Article 5, Conductors' and Trainmen's Agreements, except as provided in Exception "A" thereof, a sufficient number of local crews will be designated to do all local work and all way freight and local work to be put on these trains.

B. Local crews will not be permitted or required to run station switching and/or other local service and pool crews run to perform said local work, nor will pool crews be run out ahead of local crews to perform said local work, except as otherwise provided in Paragraphs F and G.

C. Local crews at terminals where yard crews are not employed will perform all station switching, including the placing of cars ready to be placed at the time they go on duty. Pool freight crews will not be required to make up trains of local crews.

D. Local crews will perform all station switching and placing of cars, including the lining up of cars first out to be moved in through freight trains at all points between terminals of their runs that are there and ready to be switched or placed while local crew is at such point.

E. Local crews will be given short cars to be set out between terminals of their runs in preference to through tonnage, and will be given such tonnage out of the terminal that will enable them to move tonnage between their terminals from one intermediate station to another intermediate station. This does not, however, preclude through freight trains from moving such tonnage under provisions of Paragraph G.

NOTE: Local crews will be furnished a list, on going on duty or on arrival at intermediate stations, of the work to be performed, which list can be supplemented any time prior to the departure of the local in order that they may perform the service as herein set forth.

Paragraphs F and G deleted. See Crew Consist Agreement effective April 1, 1980.

H. Through and irregular freight crews_ at away-from-home terminals (where yard crews are not employed) will not be required to perform station switching, developed after local crews have departed, in excess of one hour.

Paragraphs I and J deleted. See Crew Consist Agreement effective April 1, 1980.

K. The provisions of Paragraph F hereof are not applicable to through and irregular freight crews designated to perform local work between Toyah and El Paso, as per Article 5 Exception "A," Conductors' and Trainmen's Agreements.

L. Employees deprived of service in violation of this Agreement will be paid time lost.

AGREEMENT, March 16, 1968, File 303-10:

Effective January 1, 1968 brakemen employed on dodger assignments will be paid as follows:

\$23.90	per day
2.9875	per hour pro rata
4.4825	per hour overtime

Car scale additives are to be applicable when these trains move the specified number of cars from one station to another.

These rates are subject to future wage adjustments.

AGREEMENT, March 16, 1968, Files 320-6231-1 - 320-6231-2 - 320-6231-3 - 320-6231-4:

Brakemen employed on dodger assignments will be allowed \$1.71 for each tour of duty on which required to couple and uncouple air, steam and signal connections.

LETTER AGREEMENT, April 16, 1968, File A 320-6231-1:

This refers to our telephone conversation in connection with the \$1.71 allowance made to brakemen on dodger crews for coupling air, etc.

This is to confirm the understanding that the \$1.71 is subject to future wage adjustments.

LETTER AGREEMENT, March 18, 1968, A 303-9:

In conference March 16, Mr. Clayton withdrew his Section 6 notice with the understanding that we would be as consistent as possible about the starting time of assigned locals and dodgers, and that when we know in advance there will be a considerable variance in the usual calling time, we will notify the crew so as to save them as much inconvenience as possible.

EL PASO - TOYAH LOCAL

EXCEPTIONS "A": Except the territory, Toyah to El Paso, where the local work will be done through freight crews, one in each direction daily except Sunday, who will be allowed local rates.

LETTER, February 23, 1920, File T-1808:

"* * * a joint message be placed on Register at El Paso and Toyah not later than 6:00 a.m. each morning designating which crew is to be considered the local for that day."

* * * * *

MEMORANDUM OF AGREEMENT, September 1, 1944, NRAB Award 7750:

Without prejudice to Award 7750 and rules involved, it is understood that the Crowley-Simmesport local operating conditions do not require this crew to go through to Simmesport daily. Therefore,

IT IS AGREED: Effective September 1, 1944, they will be guaranteed a minimum of 157 miles per day regardless of mileage run.

Overtime will be calculated on actual miles run, with a minimum of 100 miles.

If and when additional turnaround local runs on the Avoyelles and New Roads Branches are established not requiring daily operation over the full assignment, they may be turned short, and the principle of allowances as above set up will be applied.

AGREED INTERPRETATION of NRAB Award 7750:

When an assigned turnaround run is to an assigned point and return, the crew will be allowed the full mileage of the assignment even through the train is turned short of the assigned turning point. When the crew is run beyond the assigned turning point, the crew will be allowed an additional minimum day.

Section 6 -Local Freight Service - Article V - Final Terminal Delay
1985 National Agreement

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

LETTER AGREEMENT, June 1, 1990, 110-6-4:

This has reference to our various discussions during the MKT merger negotiations concerning the T&P "Local Rule".

While the T&P Agreement was retained, it was agreed and understood that the "Local Rule" would not be expanded to the following territories:

1. Ft. Worth - Chickasha
2. Ft. Worth - Altus
3. Waurika - Walters

If the foregoing fairly sets forth our understanding, please so indicate by signing in the space provided returning the original to me and retaining the copy for your files.

ARTICLE 6

BASIC DAY, OVERTIME AND CONVERSION RULE

(a) In all road service, except passenger service, 100 miles or less, 8 hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided. (BASIC DAY)

(b) On runs of 100 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12-/12. Overtime shall be paid for on the minute basis, at a rate per hour of three sixteenths of the daily rate.
(OVERTIME)

ARTICLE IV - PAY RULES, October 31, 1985, National Agreement.

Section 1 - Mileage Rates

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

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

Section 2 - Miles in Basic Day and Overtime Divisor

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

Effective Date of Change	Through Freight Service		Through Passenger Service	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day*	Overtime Divisor
November 1, 1985	102	12.75	153-102	20.4
July 1, 1986	104	13.0	156-104	20.8
July 1, 1987	106	13.25	159-106	21.2
June 30, 1988	108	13.5	162-108	21.6

* The higher mileage numbers apply to conductors and brakemen and the lower mileage numbers apply to engineers and firemen.

(b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.

(c) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus after June 30, 1988, overtime will begin on a trip of 125 miles in through freight service after $125/13.5 = 9.26$ hours or 9 hours and 16 minutes. In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

Section 3 - Conversion to Local Rate

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

* T&P differential conductors .98, brakemen .77.

Combination Service

(c) Road Trainmen, except as provided in Article 2(j), performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rates paid will apply for the entire trip. (See Agreement of May 25, 1951, page .)

Conversion Rules

(d) Trainmen in through and irregular freight service consuming two (2) hours or more picking up or setting out cars between the terminals of their run will be paid local rates for such trips, except this will not apply to livestock or empty cars handled in connection with the movement of livestock when less than one hour of the total time consumed in picking up and setting out is in connection with cars other than those used in the movement of livestock. It is further understood that where the time consumed in picking up and setting out at any particular station is in connection with both cars used in the movement of livestock and cars not so used, all time consumed will be counted under the rule.

The only time to be counted under this paragraph is that necessarily required in doing the work.

Examples

1. Fifty-five (55) minutes setting out or picking up cars other than those used in the movement of livestock, one (1) hour and five minutes used in setting out or picking up cars used the movement of livestock; rule will not apply.

2. One (1) hour picking up or setting out cars not used in the movement of livestock, one (1) hour used in picking up or setting out cars used in the movement of livestock; rule will apply.

3. Fifty (50) minutes picking up or setting out cars used in the movement of livestock; fifty (50) minutes picking up or setting out cars not used in the movement of livestock and twenty (20) minutes at one station picking up or setting out cars used in the movement of livestock and cars not used in the movement of livestock, rule will apply.

(e) Trainmen in through and irregular freight service required to perform work properly devolving upon local crews, such as station switching, switching mines, lumber mills and industrial tracks, placing cars at stations (except in movement of livestock), delivering cars to transfers, loading or unloading merchandise, filling water barrels or other similar work, shall be paid local rates for the entire trip.

(f) Freight trains leaving terminals having loads or empties to distribute will have each set out placed together on head end of train so as to save delay in switching on road.

(g) Trainmen in through and irregular freight service required to load or unload company material or engage in wrecking service or service at a washout in excess of four hours will be considered in work train service and paid work train rates for the entire trip.

MEMORANDUM OF AGREEMENT, September 4, 1944:

This confirms our conference understanding in connection with freight crews handling troop movement under the agreement of April 28, 1941, File T-16045. Freight crews so used will convert to local pay rates under the provisions of Article 6(e), Conductors' and Trainmen's Agreement; Article 3(j), Engineers' Agreement; and Article 5(d) Firemen's Agreement, if required to place cars for unloading or loading, when cars so placed are not moved forward in their own train.

It is further agreed if the car or cars so placed are unloaded and reloaded from house track, team track, or loading platform, then the trip will convert to local rates.

This is not to apply to handling of passenger carrying cars for loading or unloading or replacing cars disturbed.

MEMORANDUM of August 31, 1944, T-19010, switching at a station directly in connection with picking up and setting out will come under Art. 6(d).

Freight crews required to move cars from one track to another not in connection with setting out or picking up; to line up cars at that station for other crews to pick up; to switch and place cars on another train; or to take off or put away cars set out by another train, will come under Article 6(e).

Exception: This not to apply to handling official business cars or replacing cars disturbed in connection with setting out and picking up.

MEMORANDUM OF AGREEMENT, September 30, 1960, File T-29182:

When trainmen, in through and irregular freight service pick up cars at points between terminals of their run, they will not be required to hold on to more than 20 through cars which are already in the train destined to points beyond its final terminal; except that they may be required to hold on to more than 20 such cars which contain livestock or perishables.

MORE THAN ONE CLASS OF ROAD SERVICE

NATIONAL AGREEMENT May 25, 1951, Article 9, AWARD and DECISION Referee George Cheney - August 1, 1951.

"A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding, dated May 25, 1951, which should read as follows: 'Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

Question No. 1. Does the rule apply to conductors and trainmen in unassigned and/or assigned road service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that conductors and trainmen will not be required to perform work other than that to which regularly assigned.

Question No. 2. Does the rule apply to conductors and trainmen at an intermediate point or between two intermediate points where conductors and trainmen are required to perform road service not incident to the normal trip?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.

Question No. 3. Does the rule set aside lap-back or side trip rules?

Answer. No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.

Question No. 4. Does the rule set aside existing conversion rules?

Answer. No.

Question No. 5. Does the rule set aside existing terminal switching rules?

Answer. No.

Question No. 6. Does the rule apply to conductors and trainmen in passenger service?

Answer. Yes, except where under existing rules seniority acquired by employees in passenger service is separate and dis-

UNION PACIFIC RAILROAD COMPANY

1416 Dodge Street
Omaha, Nebraska 68179



REC'D
NOV 29 2000
Labor Relations

November 16, 2000

UTU Docket: Various (see attached)

Carrier File No: Various (see attached)

Mr. S.B. Rudel
General Chairman
United Transportation Union
137 Sycamore School Road. #101
Fort Worth. TX 76134

Dear Sir:

This is in reference to the attached list of UTU claim dockets concerning the claims of various conductors when required to cut away from their trains enroute and used to assist another train. While a previous agreement, dated November 19, 1985, addressed a similar docket of claims, it was entered into without prejudice to similar claims in the future. Recent local claim settlements have been made adopting a fresh or modified understanding on how these claims should be resolved. The attached list represents the current backlog of these claims that reside at the general level, post-conference. It is the joint desire of the parties to not only resolve this backlog but to set forth settlement criteria for subsequent and analogous claims.

Therefore, it is agreed:

- 1) Conductors and crews performing train assists that take place in road territory shall be paid lapback mileage at the prevailing road rate of pay. This payment to be made in addition to their regular earnings and will not serve to offset any earned overtime.
- 2) Conductors and crews performing train assists that take place entirely within switching limits at times where a yard engine is assigned and on duty shall be 100 miles at the prevailing yard rate of pay.
- 3) Conductors and crews performing train assists where the road crew assists a train from a point in road territory into a yard when a yard engine is assigned and on duty, shall be paid 100 miles at the prevailing yard rate of pay.

Mr. S.B. Rudel
November 16, 2000

- 4) In any of the above scenarios, where the engine consist was not detached from their train, claims will be withdrawn.**

- 5) In submitting claims on this issue, Conductors and crews will be responsible to provide all relevant details including time service is performed, mileposts operated to and from, and train numbers. Claims submitted without this information will be withdrawn for lack of proof.**

The above shall serve to settle the attached claims on this matter. It is further understood that similar claims in the future will be guided by these provisions. If you are agreeable to the above please indicate your concurrence where provided. Should you have any questions or concerns please feel free to contact me at your convenience.

Sincerely,

/s/

Alan L. Weed
Director Labor Relations
Contract Administration

Attachment

I concur,

/s/

S.B. Rudel
General Chairman
United Transportation Union

tinct from the seniority acquired by employees in freight service.

Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger conductors and trainmen except in emergencies.

Question No. 7. Does the rule apply to conductors and trainmen who are required at an intermediate point or points to perform work train service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for conductors and trainmen performing work train service.

Question No. 8. Does the rule apply where road conductors and trainmen are instructed at the onset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise."

Rule effective September 1, 1951.

LETTER, November 19, 1985, 305-464, et. al.:

In conference held at Fort Worth, Texas, on October 14, 1985 we discussed 147 assist cases, some involving multiple claims, that had been filed between 1977 and 1982. It was agreed that all of these claims would be settled without prejudice to either parties positions regarding similar claims in the future using the following criteria:

1. Where engine consist was not detached claims would be withdrawn.
2. Assists made entirely within station limits (one mile each side of station sign) claimants would be allowed local rate.
3. Assists made entirely within switching limits during first 12-hour period or when yard crew was on duty claimants would be allowed a yard day.
4. Assists made entirely within switching limits when yard crew not on duty and during second 12-hour period claimants would be allowed local rate.
5. Assist made beyond station or switching limits claimants would be allowed 100 miles.

Applying the above criteria to the docket of claims the following claimants will be allowed the dollar amounts shown opposite their names. Adjustment to be made on the second period of November 1985 payroll.

ARTICLE 7

CIRCUS TRAIN RULES

(a) Trainmen assigned to circus trains will be allowed 150 miles for each move and will not be required to do any work that does not pertain to these trains while assigned to them, overtime, after twelve hours, actual minutes to be counted. This article not to apply when a continuous run is made from terminal-to-terminal. It is understood that trainmen on circus trains cannot be run through their terminal without starting a new day. It is further understood that the words "assigned to circus train" means: When trainmen place and wait to load or unload a circus train, or both, the 150 miles per move will apply.

(b) When trainmen are released from duty at point where a circus train is unloaded and again called for service during lay-over period, they will be paid a minimum day for same or may be continued on duty for the next move at the discretion of the Company.

(c) When trainmen assigned to circus trains are held over Sunday at any point with circus, they shall be allowed 150 miles, unless used in other service. When used in other service they shall be allowed 150 miles, unless mileage made in other service exceeds 150 miles, in which case actual mileage will be allowed.

(d) Trainmen going from a terminal to circus train assignment will be allowed not less than a minimum day. Trainmen will be paid the regular rate for any service in which they might be engaged after release from circus train, while enroute to a terminal, with a minimum of 100 miles, for the service in which used, unless they are run light, in which case actual mileage will be paid.

Exhibit Trains

(e) Trainmen handling exhibit trains will be paid on circus train basis, except that 150 miles will be allowed for each calendar day, regardless of the number of moves made.

ARTICLE 8

Doubling

(a) Trainmen in through and irregular freight service doubling hills or running for water or fuel will be allowed actual mileage.

(b) On runs of less than 100 miles for which 100 miles is paid, no allowance for above will be made, unless the mileage made doubling, added to the total mileage, exceeds 100 miles, in which case actual mileage will be allowed.

(c) In computing overtime, mileage made as above must be added to other mileage made on trip to prevent duplicate payment.

Doubleheading Freight Trains

(d) With trains of over forty (40) cars, exclusive of cabooses, doubleheading is prohibited, except as hereinafter stated.

(e) Doubleheaders may be run on any district provided the rating of largest engine handling the train is not exceeded.

(f) In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

(g) The water car used as auxiliary tank to engine will be counted as a car within the meaning of this Article.

MEMORANDUM OF AGREEMENT, August 29, 1960, File T-31677 and T-32046, Item 28:

It is AGREED that Texas and Pacific Board of Adjustment in its Awards 552 through 560, under date of January 23, 1951, placed on Article 38 (now Article 8) of the Trainmen's Agreement, the following interpretation:

(a) Trains will not be given tonnage at any point in excess of engine rating now in effect. Increases in engine ratings currently in effect, may be made only after such increases are established by practical tests, participated in by the representative of the organization.

(b) In cases where excess tonnage is handled (regardless of cause) and no doubling is necessary, the first out available crew, regular or extra, at the home terminal on the arrival (as shown by the inbound conductor's released time on the train register) of the overloaded train at its destination will be paid the pay of the trip of the overloaded train.

(c) In cases where excess tonnage is handled (regardless of cause) and double is necessary such double will be treated as a lap back and as such the crew handling the train will be paid 100 miles in addition to their regular earnings for the trip for each such double.

(d) The weight of the caboose will be a factor in figuring the tonnage of the train, but, when the addition of one car to the train to obtain tonnage rating will not create an excess of twenty deemed (20) tons, over the agreed rating, the train will not be deemed overloaded.

ARTICLE 9

WORK TRAIN SERVICE

(a) Trainmen in work train service will be assigned daily except Sunday.

(b) Work train trainmen may be run through terminals when necessary in handling the business but temporary work train crews will not be run off their seniority district.

(c) No conductor or trainman will be required to take work train more than six days when he is entitled to another run.

(c-1) Out of the home terminal temporary work train service for six days or less will be manned by extra Conductors and Trainmen, except as provided for in Paragraph (c-3) of this Article.

(c-2) Out of the away-from-home terminal, through and irregular freight crews will be used in temporary work train service (but not in excess of three days, nor more than two tie-ups between freight terminals); except that extra crews in work train service, tying up at the away-from-home terminal, will be used in work train service out of that terminal, should their services be required the following day, but they will not be held away from their home terminal in excess of 6 calendar days.

(c-3) Temporary work train service confined exclusively to the territory between Hollywood Yard and Marshall, and between Hollywood Yard and Alexandria Yard, will be manned by through and irregular freight crews assigned between Hollywood Yard-Marshall-Alexandria Yard.

(c-4) Temporary work trains confined exclusively to the District between Mineola and Texarkana will be manned as provided for in sections c-1 and c-2 of this Article.

(c-5) Wrecking derrick at Marshall when used in emergency may be handled in either direction out of Marshall by the first road crew available for one day without penalty; however, if the derrick is used the second day, a crew from the seniority district entitled to such service will be used the second day and thereafter.

(c-6) If temporary work trains are not handled in accordance with this Article, the employees who should have been used at the time work train crew goes on duty will be paid at minimum day.

(d) Trainmen's position will be bulletined and assignments made as per Article 20.

(e) If any future contract work, such as was done on the Canyon Viaduct, it will be stipulated that trainmen, if any employed, will be taken from the Texas and Pacific ranks.

JOINT INTERPRETATION, July 12, 1955, T-26469:

Question has again arisen as to the application of the First-in First-out Rules under the following circumstances:

A through and irregular freight crew in work train service arrives at its terminal, for instance, at 1:00 p.m. performs work train service in the terminal until 4:00 p.m. Another through and irregular freight crew arrives at the same terminal at 2:00 p.m. and ties up at 2:15 p.m.

Question: Which crew stands first out?

Answer: The crew arriving 2:00 p.m. and tying up at 2:15 p.m.

If a through and irregular freight crew in work train service arrives at its terminal, put performs no work train service within the terminal, such crew will be marked on the board in accordance with their arrival in the terminal.

JOINT INTERPRETATION, September 15, 1959, T-26469:

In connection with the application of first-in first-out handling of crews in pool or through freight service, the following shall apply at terminals where no yard service is maintained:

Example: If a through freight crew in work train service arrives the terminal at 2:00 p.m., performs work train service in terminal and ties up at 3:30 p.m., and another through freight crew arrives the same terminal at 3:00 p.m. and performs switching and/or pusher service and ties up at 3:45

p.m., the crew on the work train will be marked up ahead of the other through freight crew.

In other words, if the crew in work train service arrives first, and also ties up first, that crew shall be marked up first.

This Joint Interpretation becomes effective October 1, 1959, and cancels any interpretation to the contrary, including Mr. French's letter of April 27, 1956, even file, but does not alter our Joint Interpretation of July 12, 1955, same file.

LETTER, August 6, 1953, T-26469:

This is connection with terminal mark-up time of through freight crews in temporary work train service, discussed in our joint conference August 4th; previous exchange of correspondence with Mr. Belknap:

As was explained, this handling has always been -

1. Crew in temporary work train service, all work performed outside of yard limits; first stop in yard 2 p.m., delayed and ties up 2:25 p.m., markup on board as of 2 p.m.

2. Crew in temporary work train service completes work train work within yard limits; first stop in yard 2 p.m., finishes work train work 2:45 p.m. within yard limits and ties up 3:00 p.m., mark-up on board as of 3:00 p.m.

It was understood and agreed that no change would be made and this handling would be uniformly continued; i.e., if work train service is performed within the yard limits tie-up time governs, otherwise, arrival time. See my letter of May 2, 1952, T-26469, and claim covered by File T-26117.

MEMORANDUM OF AGREEMENT, March 22, 1946, T-20805:

Where a pool freight crew is called for temporary work train service and the first part of its programmed work is within the terminal limits, the crew will remain in such work train service until it has completed its tour of duty, and will not be considered run around by the departure of other crews.

On the other hand, if the first part of the programmed work is outside of the terminal limits, then such crew must be called and run in accordance with the first-in, first-out rule.

The term "programmed work" as used herein shall not include the making up of the work train.

This will not affect work train service to which yardmen are entitled under Yardmen's Agreement.

ARTICLE 10

Initial Terminal Delay

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

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

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

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

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

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

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

Final Terminal Delay

(a) In case of delay at final terminal after arrival, for any cause, overtime will be paid, independent of any other time made on trip, actual minutes to be counted.

(b) Trainmen on trains entering terminals encountering actual delay within yard limits or doubling train over, etc., will be paid terminal detention time from the time first stop is made within yard limits until trainmen are released, except this not to apply when required to stop within yard limits from railroad crossings or to open switches, etc., when no actual delay is encountered by them. This rule applies to pilot service, but will not apply to work train service.

It is agreed that final terminal delay rules of the respective schedules now applying at Gouldsboro-Westwego Terminal will be extended without change to the operation between Avondale Yard and New Orleans (Thalia Street yard), and rule is amended as follows:

"EXCEPTION: At New Orleans (Thalia Street yard) - Avondale Terminal all time consumed from arrival at yard limits at Avondale until released at Thalia Street on incoming trips will be considered as terminal overtime deducting forty (40) minutes for running time."

(c) It is to be understood that when the train reaches the final terminal before overtime commences, calculated from the time of reporting for duty, the special payments will be allowed at the pro rata rates. If the train is not on overtime on arrival at final terminal but the overtime period commences before final release, special payments accruing at the final terminal up to the period when overtime commences will be allowed on the basis of one-eighth of the daily rate, but time thereafter shall be paid on the actual minute basis at three-sixteenth of the daily rate.

LETTER OF AGREEMENT, March 18, 1946, T-19550 (Awards 9999 & 10034):

Effective March 14, 1946, conductors in freight service required to deliver waybills and/or register after arrival at the final terminal will be allowed final terminal delay from the first stop within yard limits until they complete delivering waybills and/or registering, except that part of the agreement of May 28, 1942, providing for a deduction of forty minutes running time from final terminal delay between Avondale and New Orleans (Thalia Street Yard) will not be in any manner changed or affected.

If after reaching the yard limits a freight train encounters a delay of the type which under Article 10 of the Trainmen's Agreement would entitle the crew to final terminal delay, or if after the train has stopped on the designated track the brakemen are required to perform a service (including delivering waybills and/or registering) that would invoke the final terminal delay rule Article 10, the brakemen will be allowed the same final terminal delay time as is allowed the conductor, unless brakemen released later than conductor.

If the train is not delayed in a manner which would invoke the final terminal delay rule applicable to brakemen, and the brakemen are not required, after stopping on the designated track, to perform a service (including delivering waybills and/or registering) which would entitle them to final terminal delay under Article 10, such brakemen will not be paid final terminal delay even though the conductor is allowed final terminal delay because of being required to deliver waybills and/or register.

In such instances, the conductor will register for the brakemen and will show on the rest register and time slip the time the brakemen were released.

NATIONAL AGREEMENT, November 1, 1985

ARTICLE V - FINAL TERMINAL DELAY, FREIGHT SERVICE

Section 1 - Computation of Time

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

Section 2 - Extension of Time

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

Section 3 - Payment Computation

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

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

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

Section 4 - Multiple Trips

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

Section 5 - Exceptions

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

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

Section 6 - Local Freight Service

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

- - - - -

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

LETTER AGREEMENT #5, N.A. October 31, 1985:

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

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

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

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

ARTICLE 11

CALLING TRAINMEN

(a) Trainmen within one mile of Division or Terminal Station will be called by a caller, who will be provided with a book in which the men called will enter their names, together with the time they are called, except when called by telephone. Freight trainmen will be called as near as possible one hour and thirty minutes, and passenger trainmen, one hour before time set for departure.

(b) In all classes of service, trainmen's time will commence at the time they are required to report for duty and shall continue until they are relieved from duty. (See MofA 10/23/74 page)

(c) Passenger brakemen and train baggagemen may be called and required to report in excess of thirty minutes before time set for departure, with the understanding that all time prior to time set for departure in excess of thirty minutes will be allowed as an arbitrary with a minimum of thirty minutes.

NOTE: It is understood that the preparatory time may be changed through negotiation with the committee whenever it can be shown that a necessity for so doing exists.

LETTER, December 1, 1931, T-11319:

If a crew called to perform switching service it should be called to begin work. If called to go out without performing switching service, then it must be called to leave. T-11790.

ARTICLE 12

FIRST IN, FIRST OUT

(a) Conductors and Trainmen not assigned to regular runs shall be run first in, first out, except when they ask for rest. When crews are not called in their proper turn, they shall be allowed a half day's pay and stand first out. (Subject to Crew Consist Agreement)

(b) When crews are run off their home district, they will be run first in, first out, in their home direction.

(c) Whenever a runaround occurs in the terminal, each crew that has been run around will be paid fifty miles.

(d) Addis is discontinued as a division terminal. In cases of high water or other emergencies making it necessary to reestablish Addis as a temporary terminal in through freight service, the rules of the schedule effective December 1, 1919 will apply.

(e) In ordering two crews out of away-from-home terminal for the same time--one to deadhead and one to run the train--if the first-out crew is used to run the train because of the fact the second-out crew is not available account Hours of Service Law, on arrival at the home terminal they will stand in the same order as they stood at the time called at the away-from-home terminal. This will apply in same manner where more than two crews are involved.

(f) When two or more through freight crews are called for the same time, one to run the train and the others to deadhead, the crew standing last out among those called will run the train, and the others will deadhead. Such crews will be marked up at the other terminal in accordance with their standing before leaving the point from which run and/or deadheaded.

(g) If two or more crews are called to deadhead on the same train, one or more to deadhead to the distant terminal and one or more to deadhead to an intermediate point or points, the crew or crews first out among those called will deadhead to the distant terminal, and the others to the intermediate point or points. The crew last out among those called will detrain for service at the intermediate point nearest the terminal from which deadheading began. This principle will be followed through until the train on which deadheading began reaches the distant terminal and will apply in circumstances when the need for service at an intermediate point arises after departure from a terminal deadheading.

(h) When crews in through freight service are deadheaded into a terminal from an intermediate point on a train being operated by a through freight crew, the crew arriving deadheading will take turn ahead of the crew handling the train.

(i) When crews in through freight service are deadheaded on passenger trains, or by other means of transportation, into a terminal they shall stand for service out of that terminal based on arrival first in, first out. When two or more through freight crews deadheading arrive at a terminal at the same time, they will take their turn in the order in which their deadhead trips began.

(j) To the extent practicable, conductors and trainmen will be called to deadhead on passenger trains where service requirements will permit.

MEMORANDUM OF AGREEMENT, Effective November 1, 1951, T-25185:

IT IS AGREED that all previous agreements concerning the aggregating of through and irregular freight crews out of away-from-home terminal are cancelled, including the letter agreement of November 20, 1924, T-5594, and Memorandum of Agreement dated March 22, 1946, T-20806.

When a crew is aggregated out of the away-from-home terminal, the following will govern:

At all away-from-home terminals, with the exception of Alexandria east, and Toyah east, crews that have six hours and 30 minutes or more time to work within the Hours of Service Law, will be run in their turn. If there is no crew with six hours

and 30 minutes or more time to work, the crew with the most time will be used.

At Alexandria east and Toyah west, crews that have eight hours or more time to work within the Hours of Service Law, will be run in their turn. If there is no crew with eight hours or more time to work, the crew with the most time will be used.

In computing the time crews have been on duty and are aggregated out of the away-from-home terminal, the time of release after arrival at the away-from-home terminal until the time required to go on duty will be continuous, unless the crew has been off duty four hours, as it is recognized the continuity of service cannot be broken until the crew has been off duty as much as four hours.

At away-from-home terminals, if a crew (crews), whether aggregated or fully rested, is called around another crew (crews) to make up train or perform terminal switching and departs from the train yard or report point after such other crew (crews) has been off duty eight hours (or ten hours if required by law) or more, such other crew (crews) will be allowed a runaround.

At any away-from-home terminal, where trains are made up by yard engines, if a crew (crews) whether aggregated or fully rested, is called around another crew (crews) and departs from the train yard or report point after such other crew (crews) has been off duty eight hours, thirty minutes (or ten hours, thirty minutes if ten hours rest is required by law) or more, such other crew (crews) will be allowed a runaround.

Departure under this agreement will be construed to mean when engine reaches main track or the train has moved a train length.

Runaround Enroute

MEMORANDUM OF AGREEMENT, December 4, 1972, A 303-81:

In order to maintain a more stable mileage for chain gang through freight crews who are runaround on line of road, it is agreed the following will be placed in effect by the Superintendent upon written request of the Local Chairmen, with copy to the General Chairman:

Chain gang crews shall be marked on the board first in, first out on their respective districts, except that chain gang crews making straight away runs (working or deadhead) between terminals who are runaround enroute will be marked on the board according to their relative positions when called from initial terminal.

Chain gang crews may be called out of their turn when first out crew is not rested, without payment of penalty claims.

This agreement signed at Alexandria, La., this 4th ay of December 1972, and may be cancelled by ten (10) days written notice from either party to the other.

LETTER DECISION, April 9, 1928, T-8042:

I have your letter of March 31st in connection with * * * The question of whether first crew in should be run out ahead of crew following when the crew following tied up earlier than did the first crew:

You say you are willing to enter into an agreement to the affect that the first crew in should be the first crew out, regardless of whether it tied up later than did the following crew.

Inasmuch as you are all agreeable to this understanding, we are willing to go along with same, providing the men will give us the necessary assistance in carrying out the plan. As, for instance, a through freight crew deadheads Marshall to Alexandria on train 24, and arrives at passenger station at 11:10 a.m. A through freight crew makes Alexandria Station ahead of the passenger train but does not arrive at Alexandria Yard until 11:20 a.m. The crew arriving in this case on No. 24 would be second out under this plan although they arrived at the passenger station 10 minutes before the freight crew arrived at the yard. It should be incumbent on these crews to register in, in the manner of their arrival so that those charged with the duty of calling will not be confused as to who is first out.

I am mailing copy of your letter of March 31st to all superintendents who will understand from same that the crew first in should be run first out even though the crew following ties up first. All this is based of course on crews having legal rest, or on other understandings, regarding aggregating crews out of terminals.

ARTICLE 13

ON DUTY BETWEEN TERMINALS AND REST RULES

In case of crews tied up on the line, the following rules will govern:

(a) When crews are tied up under the law for rest they will be allowed time under the following rules:

(b) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then until after the expiration of ten hours on duty under the Federal Law, or within two hours of the time limit, provided by State's Laws, if State's laws govern.

(c) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the schedule.

(d) When road crews are tied up between terminals under the law they shall again be considered on duty and under pay immediately upon expiration of the minimum legal period off duty applicable to the crew; provided, the longest period of rest required by any member of the crew, either eight or ten hours, be the period of rest for the entire crew.

(e) A continuous trip will cover movement straight-away or turnaround from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest a new trip will commence when the crew resumes duty.

(f) Road crews tied up under the law will be paid the time or mileage of their schedules from initial point to tie-up point. When such crews resume duty on a continuous trip they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal.

(g) Road crews tied up for rest under the law and then towed or deadheaded into terminal with or without engine or caboose will be paid therefor as per preceding paragraph the same as if they had run the train to such terminal.

Tie-up Account Previous Service

(h) A crew having had previous service and tying up on account of Hours of Service Law will not be regarded as a tie-up under the law, and will be compensated on continuous time. Crew in freight service under this ruling will be paid time and mileage from initial terminal to the time they commence deadheading if deadheaded, with a minimum of 100 miles or eight hours, and deadhead time to the terminal in addition.

Examples

1. If a crew leaves a terminal with five hours of previous service to be computed in fixing their off duty period under the law, and are tied up in six hours and thirty minutes after leaving terminal for the purpose of the law, how would they be paid? Answer: Under the schedule, the hours on duty refer to

the time on this particular trip.

2. If a part of a crew has been in service sufficiently long to permit them to be tied up for the purpose of the law, and the remaining members of the crew have not been in service a sufficient length of time, would all members of the crew be paid under the schedule and independent of these rules? Answer: Yes.

3. If a crew tied up on resumption of duty, continuous to its destination terminal, but is assigned to another class of service, say, from through freight to local freight, would the crew be paid as if a new trip had begun? Answer: Yes.

4. If a crew had left its train at the tie-up point, and was run to another point, say a coal mine, or junction point, where a train was offered from another line, and took that train to the destination terminal, would such service be paid for as a new trip under the provision of the schedule? Answer: No.

Passenger Service Tie-up Account Law

(i) Crews in passenger service, tied up under the Hours of Service Law, will be paid the time or mileage from initial terminal to tie-up point, and overtime computed on basis of twenty (20) miles per hour from initial terminal to tie-up point and miles or hours will be allowed from tie-up point to terminal as provided by paragraphs (f) and (g).

Emergency Tie-Up

(j) When crews are tied up account of emergencies, which would mean accidents, washouts, burned bridges, engine failures, injury or sickness of a member of crew, trainmen will be allowed miles or hours, with a minimum of 100 miles or 8 hours for the initial part of the trip, and miles or hours with a minimum of 100 miles or 8 hours for the completion of the trip, with the understanding that, if the company elects to keep the crew on duty, continuous time will be allowed from the commencement to the end of the trip. When so relieved they will be paid 100 miles or one day, for each twenty-four-hour period or fraction thereof.

LETTER, March 4, 1937, Docket 1460:

Referring to our conference of March 3, at which we discussed numerous cases that have been submitted to the National Railroad Adjustment Board, with a view of composing and withdrawing as many as we may be able to agree upon.

With reference to Docket No. 1460, First Division, National Railroad Adjustment Board:

As per our understanding in conference concerning Decision 535 of the Southwestern Board in the case of Conductor Long, and numerous other decisions of that Board, as well as one rendered by the National Board, we will go back to our former rule concerning. That is to say, it is understood that hereafter when a crew receives an order to tie up three hours or more and the situation is such that would invoke the emergency tie-up rule for the conductors, brakemen and firemen (Engineers not involved) that the conductor, fireman and brakeman will be considered tied up under the emergency tie-up rule. This with the understanding that the case now before the Board in Docket 1460 will be withdrawn and no similar claims will be recognized prior to the date of this letter.

MEMORANDUM OF AGREEMENT, Effective July 1, 1983, 320-468-15:

Article 22 of the Firemen's Agreement between the Carrier and the Organization is titled "Crews Tied Up."

Article 13 of the Trainmen's Agreement between the Carrier and the Organization is titled "On Duty Between Terminals and Rest Rule."

An additional paragraph will be added to each of the above Articles, reading as follows:

If the relief crew, tow train or transportation in the form of a company vehicle, taxi cab, etc., does not arrive at the point tied up within one hour of the time tied up, a separate payment on a minute basis will be allowed at the pro rata rate for all waiting time in excess of one hour.

This Agreement signed at Fort Worth, Texas, this 21st day of June, 1983 becomes effective July 1, 1983.

Rest Periods

(k) After continuous service of 12 hours trainmen will be allowed 10 hours rest before again being called for duty. Time of rest at terminals to begin one hour and thirty minutes after men are relieved, provided notice is given on arrival. When crews ask to be relieved from duty between terminals for rest under this Article, they will give the dispatcher's office at least one hour's notice, and time actually off duty will be deducted, and the trip paid for as a continuous run. It is understood that when any member of the train or engine crew asks for rest the entire crew may be tied up.

LETTER AGREEMENT, April 5, 1946, T-20490, et al:

A crew, or member of a crew, requesting to be relieved at the expiration of 10 hours' service will be given the privilege of deadheading away from the point where they (or he) tie up - the same as would other employees deadheading.

If the entire crew is tied up and required to take their rest at that point, the Hours of Service rule will be applicable to them.

If an individual member of the crew ties up at his request at the expiration of 10 hours, and the train continues on to the terminal and completes the trip with 12 hours under the Hours of Service Law, the individual will not be allowed any compensation for deadheading from his tie-up point to the terminal. If the trip is not completed within 12 hours, he will then be compensated as though tied up under the Hours of Service Law.

If the entire crew is relieved by relief crew account tying up on request at the expiration of 10 hours, and the relief crew makes the terminal from the time they took charge of the train until arrival at the terminal in the time that the crew they relieved would have had to complete the trip, no deadhead or towing allowance will be made to them. If the relief crew consumes more time than members of the regular crew had to make the terminal, payment will be made to those involved under the Hours of Service Rule.

ARTICLE 14

WORK PERFORMED AT TERMINALS

Switching At Terminals and Intermediate Points Where Yard Crews Are Maintained

(a) Freight trainmen will not be required to do any station switching at terminals where regular yard crews are maintained. At intermediate points where switch engines are maintained, track must be designated at such places that will be most convenient for passing trains to set out what they have to leave, and yardmaster must have cars for such train to pick up switched together first out on one track (unless two (2) or more tracks are required) where they will be most convenient to pick up.

Avondale - New Orleans

(See MofA, 12-6-72, page)

Switching At Terminals

Where Yard Crews Are Not Maintained

(b) At terminal stations where business does not justify or require regular yard crews, freight trainmen will be paid for all switching they perform, but will not be required to load or unload any class of freight. Initial terminal switching will be paid for at the pro rata rate unless the entire spread of hours on duty figured at road rates amounts to more, in which event the entire spread of hours will be paid for at road rates, as per the following examples.

1. Crew on run of 100 miles or less called to begin work at 7:00 a.m. switches until 9:00 a.m., leaves at 9:00 a.m., arrives at final destination and is released at 3:00 p.m. Compensation one hundred (100) miles and two (2) hours at pro rata rates.

2. Crew on run of one hundred (100) miles or less called to begin work at 7:00 a.m., switches until 9:00 a.m., leaves at 9:00 a.m., arrives at final destination and is released at 5:00 p.m. Compensation one hundred (100) miles and two (2) hours overtime at 3/16 of the daily rate.

Final terminal switching to be paid for on the following basis:

When train reaches final terminal before overtime commences, calculated from the time of reporting for duty, special payments will be made at the pro rata rate. If the train is not on overtime on arrival at final terminal but the overtime period commences before final release special payments accruing at the final terminal up to the period when overtime commences will be allowed on the basis of one-eighth of the daily rate but time thereafter shall be paid on the actual minute basis at 3/16 of the daily rate.

Terminal Switching On Local Runs

(c) On Local runs which end between terminals for through freight trains and where business does not justify maintaining a switch engine, trainmen will be paid for all switching performed in accordance with the provisions of paragraph (b), but will not be required to load or unload freight, except at terminals where there are no house tracks, and when required to load or unload freight this time will be paid as switching time in accordance with provisions of paragraph (b).

(d) At terminals described in paragraphs (b) and (c), freight trainmen will be called as provided in Article 11 and will be paid switching time (actual minutes to be counted) from time required to report for service until train is fully made up

and coupled together. If necessary to take oil or water during the time train is being made up or after it is made up such time will be counted as switching. It will be understood that if the train cannot depart at the time it is made up that the coupling up of crossings necessary thereafter will not be counted in the switching time nor that any delays encountered in testing air or for any other reason after train is made up that such time will not be counted.

AWARD 7721 - MEMORANDUM OF AGREEMENT, August 28, 1944, as revised April 13, 1946:

At freight terminals where no yard service is maintained through freight crews consisting of conductor and two brakemen, performing terminal switching under Conductors' and Brakemen's Agreement, Article 14; Engineers' Agreement, Article 15; and Firemen's Agreement Article 11, will be paid local rates for the entire trip when such switching is not in conjunction with their train, switching industrial tracks, placing cars at station (except in movement of live stock), delivering cars to transfer, making up or assisting in making up other than their train, moving cars not in connection with their own train from one track to another track for purpose of classification.

It is understood that when a crew making up a train from one or more tracks in train yard cuts out car or cars not going out in the train, it may either put such car or cars back in each track they are pulled from or put such car or cars pulled from one or more tracks in one train yard track - unless more than one track is required.

These restrictions do not apply when necessary to switch out cars from industry or other tracks outside of the train yard proper, in all of which cases cars not moving in train will be replaced in track from which pulled.

EXCEPTIONS: These crews may be required, without invoking local rates, (a) to change cabooses on other train, (b) make straight set out from terminal, (d) handling official business cars.

AWARDS 490 & 1271 - Claim involving dispute as to whether time earned under Article 18(b), held-away-from-home terminal time, could be absorbed by time earned under Article 14(b), terminal switching rule, it being the position of the committee that it could not, the Board's Findings reading: "The rules involved support the employees' contention."

AWARD 7740 - Claims of various freight crews on runs of over 100 miles for turning engines at Toyah and Bonham were sustained, the Finding of the Board reading in part:

"The dispute herein involves an interpretation of Article 10 of Agreement between the parties effective January 1, 1918, perpetuated with respect to terminals only in the current agreement effective December 1, 1919, by virtue of letter agreement executed by the then Assistant General Manager of respondent Carrier under date of March 1, 1921.

"It is shown that on dates cited there was no yard engine service maintained at the terminal stations named in the record, and that necessary switching services were performed at those terminals by freight train crews under authority of Article 14(b) cited from the Agreement then and presently current, which Article 14(b) further provides that '***freight train crews will be paid pro rata rates in their class of service for all switching done at the initial terminal and will be allowed pro rata rates for switching at final terminal***.'

"In these circumstances, and in the light of certain settlements in evidence, particularly that of March 16, 1929, disposing of claim of Brakeman J. R. Stewart, it is held that the words 'one hour for each engine turned putting away and making up train' as used in Article 10 of the 1918 agreement, considered together with the words immediately following, to-wit: 'in addition to all other time earned on the trip', mean that an arbitrary of one hour shall be allowed for each engine turned in connection with putting away and making up train at a terminal covered by Article 14(b) of the current schedule."

ARTICLE 15

TRAINMEN CALLED AND RELIEVED

(a) When trainmen are called and for any reason not their own fault they fail to go out, they will be paid as follows:

If held on duty less than four hours and relieved, they will be paid one-half day and stand first out; if held on duty four hours and relieved, they will be paid one day and go out behind other crews at that point.

(b) If an employee is called and released within 15 minutes from the time called and before leaving home or place at which called, no allowance will be made.

(c) If not released prior to leaving home or the place called until more than 15 minutes from the time called, allowance will be made for actual time from the time called to the time released, on minute basis with a minimum of 45 minutes, at pro rata rates.

(d) If not released until after leaving home or the place at which called, but is released from service prior to the time he reports at the reporting point, allowance will be made on the minute basis at pro rata rates from the time called until released, with a minimum of 45 minutes.

(e) If released after reporting for service at the report point and prior to performing any service, allowance will be made in accordance with the second paragraph of (a). (T-25184)

ARTICLE 16

TRAINMEN AND THEIR OWN DIVISION

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

ARTICLE 17

HANDLING OF TRAINMEN WHEN USED AWAY FROM HOME SUB-DIVISION

Crews making Turns

(a) Freight trainmen, after making one turn out of the away-from-home terminal will not be required to make another turn if other crews are available who have not turned.

(b) When necessary to run a crew out of turn to comply with this rule, those run around will not be entitled to pay therefor.

(c) When crews operating in the Mineola-Texarkana or Mineola-Hollywood Yard freight pool have made one turn out of Texarkana or Hollywood Yard, they will stand first out when rested, over crews who have not turned, and will be held for through movement to Mineola Yard; and if required to accept call for a second turn to meet the exigencies of the service at either point, they will be run through or deadheaded from point train disposed of to Mineola.

Paragraph (c) is applicable to through freight crews operating between Denison Ray Yard and Centennial Yard. (MofA 10/3/79 T-33143).

Example

Where there are only two crews at the distant terminal, one of which has made a turn, the turns of these two crews may be reversed to provide through movement for the crew which has turned; where there are three or more crews at the distant terminal, either one of the latter two which has made a turn may be reversed in order to provide through movement for the crew which has turned.

ARTICLE 18

REDUCTION IN FORCE AND REGULATION OF MILEAGE

(a) Through or irregular freight crews will be reduced during the dull season so that those remaining in the service can make approximately 3,500 miles per crew per month. Trainmen will be allowed as much layover at home terminal as possible.

Before reducing crews during dull season proper officer of Division will confer with the Local Chairman on the subject.

MEMORANDUM OF AGREEMENT (not applicable to conductors) Effective October 1, 1960, T-32314:

(1) Trainmen regularly assigned in pool freight, local, dodger and work train service will not be permitted to earn in excess of 4,000 miles each, or the equivalent thereof, during any one calendar month.

(2) Trainmen regularly assigned in passenger service will not be permitted to earn in excess of 6,000 miles each, or the equivalent thereof, during any one calendar month.

(3) Trainmen assigned to the extra board will not be permitted to earn in excess of 4,000 miles at freight rates or the equivalent thereof and when mileage in both freight and passenger service is earned by an extra man during the same calendar month, for every three (3) miles earned in passenger service credit will be given for two (2) freight miles.

(4) When a trainman regularly assigned or on the extra board has reached his maximum allowance under this agreement in any one calendar month, he will be expected to notify the proper authority charged with the handling so that an extra man may be called to replace him for the balance of the calendar month. If he overruns his maximum allowance of 4,000 miles in

any one month by leaving the home terminal after he has reached his maximum mileage, he will be pulled off and will be required to pay back two (2) miles for every one (1) mile overrun; if the overrun is made after he leaves the home terminal, he will be expected to adjust such miles when the overrun reaches the equivalent of a round trip and within the calendar month in which the equivalent of the round trip is reached. For the purpose of these adjustments, three (3) passenger miles will be considered as two (2) freight miles.

(5) When mileage is earned both as conductor and brakeman by any individual during any one calendar month, the mileage earned in each capacity will be added together. When the combined mileage of 4,000 miles is reached he will not be permitted to work as a brakeman or baggageman-brakeman during the balance of that calendar month. In other words, the mileage earned in service as conductor and brakeman or baggageman-brakeman by any individual will be combined for the purpose of the application of this agreement.

(6) Pool freight trainmen shall be reduced if and when those in service are not earning the equivalent of 3,700 miles per crew, per month, upon proper request in writing of the local or general chairman; and the extra board shall be reduced when extra men are not earning the equivalent of 2,600 miles per man, per month, upon proper request in writing of the local or general chairman.

(7) Service paid for on an hourly basis will be figured, for the purpose of this agreement, into miles at the rate of 12-1/2 miles per hour for all service paid for at freight rates, and 18-3/4 miles per hour for service paid for at passenger rates.

(8) In relieving trainmen regularly assigned in passenger service for the purpose of this agreement when they have reached their maximum mileage, same will be done only if there is as much as a round trip on the run to which assigned to be run off before the end of the month.

(9) The carrier will not be responsible or accountable for men overrunning or failing to make the mileage stipulated herein, and no claims will be entertained or paid for by the carrier because of a misapplication of this agreement. They will cooperate and relieve the men when they assert that they have reached their maximum mileage or when requested to do so by the local or general chairman (on the assertion that the individual has overrun his miles).

(10) The carrier, in cooperating with the employes for the successful administration of this agreement, will furnish promptly to the local and general chairman, each, a copy of mileage earned by each trainman during each calendar month.

(11) Any deadheading in connection with the application of this Agreement will be done by the employes without cost to the carrier.

HELD-AWAY-FROM-HOME TERMINAL RULE

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

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

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

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

MEMORANDUM OF AGREEMENT, T-31796:

It is Agreed that effective October 16, 1960, the term "rate" as referred to in amended paragraph (b), Article 18, Trainmen's Agreement, which article reads in part:

'...at a rate per hour of one-eighth of the daily rate paid them for the last service performed.'

will, on and after October 16, 1960, be construed to mean the basic daily rate plus the car-scale rate, if any, which was paid for the last service performed before being held at an away-from-home terminal.

It is further agreed that all claims which have been appealed or are appealed before October 16, 1960, involving the carscale rate of pay for held-away-from-home terminal time are withdrawn.

LETTER AGREEMENT, Award 2248, April 3, 1946, T-20476 et al:

Instructions will be reissued to have Award 2248 complied with and crews will not be called on duty for the purpose of defeating payment under the held-away-from-home terminal rule.

If a dispute exists as to facts, upon request of the General Chairman a joint investigation will be made to determine the facts.

ARTICLE 19

DEADHEADING

(a) Crews or men deadheading under orders will be allowed full pay for actual mileage. Crews or men deadheading will not be paid overtime should any be made by crew with which they are deadheading. In ordering extra men to deadhead to distant points from where extra board is kept, the man first out on the board at time needed will be sent, and can thereafter be relieved only in accordance with the rules of this agreement. It is understood that men subsequently deadheaded for the same job or vacancy will deadhead there and back at their own expense; the intention is that the company will only be required to pay one man each way for this class of service.

(b) A trainman holding a regular run who exercises his seniority to take another run without having been displaced in any manner, shall not be paid deadhead mileage.

(b-1) A trainman relieved account reduction in force or on account of being displaced by a senior man will be allowed deadhead pay from the point at which relieved to point where he takes service.

(b-2) If an extra trainman is deadheaded in accordance with the first section of amended paragraph (b) of Article 25, Trainmen's Agreement, is the first six-day man, he will receive deadhead pay in both directions, but the man sent to relieve him will not be paid deadheading in either direction. If the man cut off the board is second six-day man, he will not be paid deadheading in either direction and neither will the man sent out to relieve him.

(b-3) An extra man sent to relieve a trainman in accordance with second section of paragraph (b), Article 25, Trainmen's Agreement, will not be paid deadheading for going to the vacancy, but, in case the man leaving the run by reason of bidding in on another job is the first six-day man, deadheading will be paid to the original man going out to the run, and return deadheading will be paid to the man sent out to relieve

him. If the man bidding off the vacancy is the second six-day man, neither will be paid deadheading.

(c) When a trainman is deadheaded from terminal to an intermediate point for service, and is returned to the terminal without being given service, and the distance deadheaded is less than one hundred (100) miles, he will be paid a minimum of one hundred (100) miles at the rates applicable to the service called for, but will not be paid for the deadheading.

(c-1) When a trainman is deadheaded from a terminal to an intermediate point for service, he will be paid deadhead mileage from the terminal to the point where he is to take service, and time and mileage for the service trip, with a minimum of one hundred (100) miles computed from the time of arrival at such intermediate point until he arrives at a terminal or commences a deadhead trip if deadheaded to a terminal actual miles traveled deadheading in both cases will be allowed. It is understood that the time of men deadheaded, as above, to take service on an assigned run at an assigned terminal for such run, will commence when they begin service on the run. The same will apply at tie-up point where men are deadheaded to go into work train service.

(c-2) When a crew is ordered to deadhead while on a trip between terminals, a minimum of one hundred (100) miles will be allowed for such trip at rates specified for the service in which crew is engaged, and actual miles will be allowed for the distance deadheaded. Time and mileage of such trips from terminal-to-terminal will be computed as continuous, except that the time actually used from beginning to ending of deadhead trip will be deducted from the total time consumed.

(c-3) When a crew in freight service is relieved of their train enroute and deadheaded to a terminal, they will be paid time and mileage, according to class of service in which engaged from initial point, with a minimum of 100 miles to the time they commence deadheading, and deadhead mileage to the terminal, except when tied-up under the law, as provided by Article 13.

(d) A trainman deadheading will be paid the rate of pay last received for actual service, pay changing when he enters new service. (T-24002-A)

LETTER, August 24, 1962, File T-33185:

This refers to your letter of August 22, 1962, reading:

"During our conference in your office, August 15, 1962, we discussed the question as to proper handling of extra trainmen, deadheading under orders, when more than one extra man is deadheaded on same train, and the service of

such extra men is needed short of the next terminal which of the men should be used.

"it is my understanding we are in agreement that:

"When two or more extra men are deadheaded out of a terminal on the same train, destined to one or more intermediate points and/or over the entire district, the last out extra man or men of those deadheading will go to the intermediate point nearest the terminal from which called, the other extra man or men deadheading will detrain for service at intermediate points in accordance with this principle, remaining man or men will continue deadhead trip over the entire district.

"For illustration: Five extra men are ordered to deadhead on same train out of Big Spring, two (2) for service at Sweetwater, two (2) for service at Abilene, and one (1) for service at or out of Baird. The extra man or men standing last out, fifth and fourth, will deadhead Big Spring to Sweetwater, third or second out extra man or men will deadhead to Abilene, and first out extra man will deadhead to Baird.

"The above principle would also apply in circumstances when the need for service at an intermediate point arises after departure from a terminal deadheading.

"Ruling and/or instructions in conflict herewith are hereby voided.

"Kindly advise if you concur in the above."

This is to confirm my concurrence of the above, which will be placed in effect September 1, 1962, and Superintendents Tucker and Blassingame, who receive a copy of this letter, will so arrange and will be governed accordingly.

MEMORANDUM OF AGREEMENT, March 31, 1976, Files 277-7273, 305-2:

This Memorandum of Agreement is entered into for the purpose of clarifying and otherwise setting forth the guidelines to be followed in connection with transportation of employes when the Company has the obligation to transport them under applicable rules of the respective agreements between the undersigned parties.

1. When ordered and deadheaded by train or other on-track vehicle actual rail miles will apply, except where other agreements provide to the contrary.
2. When ordered and deadheaded by bus, the miles traveled by the bus will govern.
3. When transported by Company vehicle via highway, actual miles traveled will govern.
4. When, by agreement between the Company and the employe, the latter uses his own personal automobile or other transportation in lieu of transportation afforded by the Company, the employe will be paid on the basis of the least cost - - that offered by the Company or that used by the employe.
5. If no other mode of transportation is offered by the Company and the employe agrees to use his own personal automobile, the most direct highway mileage will govern.
6. The above pertains to deadhead pay and mileage payments for using personal automobiles at the prevailing rate. (27.5 cents per mile effective March 1, 1991.)

MEMORANDUM OF AGREEMENT, November 17, 1958, File T-31523:

Effective December 1, 1958, the following will apply to Conductors' service:

- A. When an extra or emergency conductor from a terminal extra board point is deadheaded for service at other points, he will be relieved from such assignment at the end of the workweek for the vacancy being filled regardless of how long he has been on the assignment; except that should the assignment be annulled and not worked the last work day of the workweek of the assignment, he will be relieved as promptly as possible after it has been determined that the assignment will not work on the last day of the workweek.
- B. When an extra or emergency conductor is so deadheaded, he will be allowed deadhead pay from the terminal extra board point to the other point, and the extra or emergency conductor who is finally relieved by the regular incumbent will be allowed deadhead pay from the other point to the terminal extra board point.
- C. Should an extra or emergency conductor be sent from the terminal extra board point and lays off before the end of the week as per A above and is relieved by another extra or emergency conductor from the terminal extra board point, then the latter conductor will be allowed deadhead pay in both directions.

This agreement is subject to cancellation upon fifteen (15) days' written notice by either party to the other.

MEMORANDUM OF AGREEMENT, March 31, 1976, 277-7273, 305-2:

Employees using their own personal automobiles when deadheaded under applicable agreements will be additionally compensated for each employe he permits to ride with him, when such other employe(s) is traveling at Company expense, and when the Company and the other employe(s) also agree, on the following basis:

Between Avondale and Alexandria or DeQuincy	\$4.00
Between Avondale and Bunkie	3.00
Between Avondale and Addis	2.00
Between Avondale and Donaldsonville.....	1.50

If this type of deadheading is to and/or from a point not listed above, payment will be based on the nearest listed point(s).

Employees so using their own automobiles, and those riding with them under the conditions set forth in this Memorandum of Agreement will be covered by the provisions of Article IX of the Mediation Agreement (Case No. A-8303) of September 14, 1968 (BLF&E); Article V of Mediation Agreement (Case No. A-8458) of March 19, 1969 (ORC&B); or Article XI of Mediation Agreement (Case No. A-8259) of July 17, 1968 (BRT), whichever is applicable.
(Off-Track Vehicle Insurance - Page)

NATIONAL AGREEMENT, November 1, 1985

ARTICLE VI - DEADHEADING

Existing rules covering deadheading are revised as follows:

Section 1 - Payment When Deadheading and Service Are Combined

(a) Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis, with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

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

Section 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

(a) For Present Employees*

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

(b) For New Employees**

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

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

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

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

Section 3 - Application

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

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

(10/31/85)

EXAMPLES OF APPLICATION OF DEADHEAD RULE, ARTICLE VI*

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

1. What payment would be due a trainman who performed road service on a train of 81 cars from A, the home terminal, to B, the away-from-home terminal, a distance of 170 miles, and deadheaded from B to A, with the service and deadhead combined between A-B-A?
 - A. A minimum day and 70 over-miles for the service and a minimum day and 70 over-miles for the deadhead, all at the 81-105 car rate, with service and deadhead combined.
2. What would be the payment under Question 1 if the distance between A and B were 75 miles?
 - A. A minimum day and 50 over-miles, all at the 81-105 car rate.
3. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then being deadheaded separate and apart from service from B to A, with the deadhead consuming 8 hours?
 - A. A minimum day and 70 over-miles, all at the 81-105 car rate for the service trip from A to B, and a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
4. What payment would be due a trainman who performed road service on a train of 81 cars from A to B, a distance of 170 miles, taking rest at B, and then deadheading separately from service B to A, with the deadhead being completed in 10 hours?
 - A. He would be paid a minimum day and 70 over-miles, all at the 81-105 car rate for the service trip from A to B, and 10 hours straight time rate of pay at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed.
5. A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of

170 miles. Upon arrival at the away-from-home terminal, he is ordered to deadhead, separate and apart from service, to the home terminal. The time deadheading is 5 hours. What payment is due?

- A. A minimum day plus 70 over-miles for service. A minimum day for deadhead if employees' seniority antedates the date of this Agreement; otherwise 5 hours.
6. Would at least a minimum day at the basic rate (no car count) applicable to the class of service in connection with which the deadheading is performed be paid when a deadhead is separate and apart from service and the actual time consumed is the equivalent of a minimum day or less?
- A. Yes, for employees whose seniority antedates the date of the Agreement. Actual time will be paid to others.
7. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train back to point A. He is instructed to combine deadhead and service. Total elapsed time for the deadhead and service is 7 hours, 30 minutes. What payment is due?
- A. A minimum day.
8. A trainman is called to deadhead from point A to point B, a distance of 50 miles, to operate a train from point B to point C, a distance of 75 miles. He is instructed to combine deadhead and service. Total elapsed time is 10 hours. What payment is due?
- A. A minimum day plus 25 over-miles.
9. A trainman operates a train from point A to point B, a distance of 50 miles. He is ordered to deadhead back to point A, service and deadhead combined. Total elapsed time, 8 hours, 30 minutes. What payment is due?
- A. A minimum day plus 30 minutes overtime.
10. A trainman operates a train from his home terminal, point A, to the away-from-home terminal, point B, a distance of 275 miles. After rest, he is ordered to deadhead, separate and apart from service, to the home terminal. Time deadheading is 9 hours, 10 minutes. What payment is due?
- A. A minimum day plus 175 over-miles for service, 9 hours, 10 minutes straight time for the deadhead.

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

1. A trainman is called to deadhead from his home terminal to an away-from-home point. He last performed service 30 hours prior to commencing the deadhead trip. The deadhead trip consumed 5 hours and was not combined with the service trip. The service trip out of the away-from-home terminal began within 6 hours from the time the deadhead trip was completed. What payment is due?
 - A. 5 hours at the straight time rate.
2. What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 17 hours after the time the deadhead trip ended, and the held-away rule was not applicable?
 - A. A minimum day for the deadhead.
3. What payment would have been made to the trainman in example 1 if the service trip out of the away-from-home terminal had begun 18 hours after the time the deadhead trip ended, and the trainman received 2 hours pay under the held-away rule?
 - A. 6 hours at the straight time rate.
4. A trainman is deadheaded to the home terminal after having performed service into the away-from-home terminal. The deadhead trip, which consumed 5 hours and was not combined with the service trip, commenced 8 hours after the service trip ended. What payment is due?
 - A. 5 hours at the straight time rate.
5. What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the service trip ended and the held-away rule was not applicable?
 - A. A minimum day for the deadhead.
6. What payment would have been made to the trainman in example 4 if the deadhead trip had begun 18 hours after the time the service trip ended and the trainman received 2 hours pay under the held-away rule?
 - A. 6 hours at the straight time rate.

7. A trainman is deadheaded from the home terminal to an away-from-home location. Ten (10) hours after completion of the trip, he is deadheaded to the home terminal without having performed service. The deadhead trips each consumed two hours. What payment is due?

A. A minimum day for the combined deadhead trips.

* NOTE: The amount of over-miles shown in the examples are on the basis of a 100 mile day. The number of over-miles will be reduced in accordance with the application of Article IV, Section 2, of this Agreement.

ARTICLE 20
BULLETIN BOARDS, BULLETINING RUNS,
AND RIGHTS OF TRAINMEN

Boards

(a) Bulletin boards will be placed at all through freight terminals for the assignment of crews and irregular men, that they may know how they stand for duty.

Bulletins

(b) New runs and permanent vacancies will be bulletined for a period of six (6) days and assignment will be made in accordance with the rules of this schedule. Bulletins to state on them as follows:

"This notice expires at 12 o'clock noon..... (date).
Any bids received after that time will not be considered."

NOTE: The understanding and application of the above rule: Vacancies on pool freight crews for trainmen will not be bulletined. The senior extra brakeman or brakemen will be assigned to the vacancy or vacancies; except that in the three Mineola pools and two Hollywood pools, a brakeman assigned to regular crew in one pool desiring to take a vacancy in one of the other pools may file application in writing with the proper officer of the Company, and the senior brakeman or brakemen who has or have made application will be assigned to the vacancy or vacancies involved.

New runs or permanent vacancies will be filled from extra boards in accordance with Article 25, during the period of bulletin and thereafter until assignment is made.

When established runs are re-bulletined (see page 392 "change of rule") account of change in terminals or in line with requirements of paragraph (e) the trainmen regularly assigned at the time bulletin is posted will remain on such runs during period of bulletin.

When passenger service is reduced in a manner which would require the remaining runs to be bulletined, the senior passenger trainmen will be retained on the remaining runs during period of bulletin.

LETTER OF UNDERSTANDING, December 4, 1947, File T-22106-1-T:

Referring to joint conference November 26th, regarding the bulletining of temporary vacancies.

I am agreeable to meeting your request, with the following understanding under Trainmen's agreement - Article 20-b.

A regular position that is not filled by the regular assigned incumbent for a period of thirty (now 15) consecutive calendar days will be considered a permanent vacancy and will be bulletined, or on pool freight crews assignments made, in accordance with Article 20-b. -

Thirty (now 15) consecutive calendar days is understood to mean the first date vacant to and including the thirtieth, i.e., regular assigned man lays off or for any reason does not fill his regular assignment on the calendar day of January 30th, the thirtieth day would be February 28th; on February 29th (or March 1st) bulletin will be issued or if on pool freight crew the senior extra brakeman will be assigned as per NOTE in Article 20-b, except should this date for bulletining or assignment fall on Sunday or a legal holiday (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas, provided when any of these holidays fall on Sunday, the day observed shall be considered the holiday) will then be bulletined or assignments made on the next work day.

Vacancies on regularly assigned runs not operating into and out of the home terminal where extra board is maintained, will be filled by extra men as per Article 25-a during the thirty (now 15) days and during the bulletin period and thereafter until assignment is made, and no deadhead expense will be paid except as provided for in Article 19-b.

A trainman whose assignment is bulletined or filled in accordance with the above, will, upon returning to service, be assigned to the run of his choice held by younger man or in event a trainman is in emergency conductor's service and his assignment is bulletined or filled in line with the above, he will also upon return to trainmen's service be assigned to the

run of his choice held by younger man. (Article 20-d)

This understanding is subject to cancellation of fifteen days written notice by either party.

LETTER, June 30, 1959, T-22106, in connection with above agreement:

"I am agreeable to changing the periods of time referred to from thirty (30) to Fifteen (15) days."

MEMORANDUM OF AGREEMENT, Effective September 1, 1903, T-31647:

It is agreed that Article 20 of the former Texas & Pacific Ry. Agreement shall be modified to the following extent:

1. Pool through freight crews will be assigned by bulletin in line with Article 20, Section (b).

2. The provisions of Article 18(b) will continue to apply to pool crews at away-from-home terminals.

3. When necessary to run made up or extra crews, they will be run on a first-in, first-out basis, with regular assigned pool crews.

4. A conductor or brakeman assigned to any bulletined through freight pool for a period of fifteen (15) days or more may pass up their assignment and go to the brakemen's or conductors' extra board. After working on the extra board for a period of fifteen (15) days, excluding vacation time, he may exercise his seniority either as a conductor or brakeman in any of the bulletined through freight pools.

This agreement signed in Fort Worth, Texas, this 22nd day of August 1983, becomes effective September 1, 1983 and shall remain in effect for a period of 90 days following which it may be modified or cancelled upon thirty (30) days' written notice from either party to the other, without following the procedures of the Railway Labor Act.

LETTER AGREEMENT, September 15, 1983, T-31647:

Please refer to our conversation this date concerning the Agreement signed August 22, 1983, providing for the bulletining of pool through freight crews, particularly that portion of Item 4 reading as follows:

"After working on the extra board for a period of fifteen (15) days, excluding vacation time, he may

TEXAS AND PACIFIC BOARD OF ADJUSTMENT AWARDS

ARTICLE 20(b) -

May 10, 1951
Apr 7-51
Railway

AWARD 679, T-22171, Case 34(t): Complaint regarding the application of Article 20, paragraph (b), and note thereto, Trainmen's Agreement.

AWARD 680, T-21698, Case 34(d): Claim of Brakeman W. V. Timmons for 100 miles, 4 hours, 30 minutes road overtime, for time lost October 16, 1946.

FINDINGS: These cases involve the question of whether the assignee of a closed job desiring to give it up and go into pool freight, having made application for the latter and a vacancy occurring in through freight must ride out the bulletin of his assigned job before he will acquire the right to go into pool freight and then what right he will acquire. It is apparent from the evidence that there is a settled practice on the road that when a situation of this kind arises the assignees must ride out the bulletin of his assigned job at the end of which time all the right he has acquired is to become the youngest occupant in pool freight service. He may not necessarily get the vacancy he had in contemplation when he made application. The practice further shows that if it is a new run in pool freight the senior extra-brakeman must be assigned. If unavailable at the moment the first out extra man may be used in the meantime. The subject was covered by Award 7528 of the National Board where all the contentions were submitted by both parties and the ruling of that Board clearly shows that the foregoing is the established practice. Such departures therefrom as may have been made by local officials were unauthorized. The foregoing has no bearing on the exception contained in the note in Article 20, (b). If the organization desires a change in this practice as contended for in Case 34(t) it will be necessary to negotiate a change in the rule. CLAIMS denied. *

Train Service Board of Adjustment Decision 2206
also sustain above Findings.

exercise his seniority either as a conductor or brakeman in any of the bulletined through freight pools."

It was agreed that employes moving under the foregoing rule must displace the junior assigned conductor/brakeman in the pool.

If the foregoing properly sets forth our understanding, please sign in the space provided and return the original to me.

MEMORANDUM OF AGREEMENT, April 2, 1954, T-28297:

In filling vacancies for conductors in any class of service, on runs with terminals or tie-up points, other than the home terminals for through freight crews, and extra boards, the following will govern effective April 15, 1954:

In the case of permanent vacancies (or temporary vacancies - letter 12/7/55) at outlying points, they shall be bulletined as per Article 20, paragraph (b), of the Conductors Agreement (subject to bids from all employees holding conductor's seniority).

If there is no bid received from any conductor on vacancies referred to in the preceding paragraph, the senior conductor on the seniority district, who is working as brakeman, will be assigned to the position and will remain thereon until he becomes entitled to another conductor's position of his choice, or until displaced by a senior conductor.

LETTER, August 2, 1962, T-33156:

This has reference to your telephone request of July 18, to be advised as to the proper handling, under schedule rules, interpretations, and recognized practice in effect at Big Spring and Mineola, in filling conductors through freight vacancies.

Under Article 20(b) Conductors' through freight vacancies are not advertised but are automatically filled as follows:

First, By a senior assigned Conductor who has on file an application for the next through freight vacancy. He is promptly assigned, provided his assignment and the through freight assignment have the same home terminal relief point. However, if his assignment is on a closed run at an outside point, he must remain on his assignment, which he is relinquishing, during bulletin period until relieved by the successful applicant.

EXCEPTION: At Mineola (the home terminal relief point for the three Mineola pools), a Conductor assigned to a through freight car between that point and Texarkana will, if he is the senior Conductor who has on file an application for the next through freight vacancy between Mineola and Lancaster, or Mineola-Hollywood, be assigned promptly. This likewise applies on either of the other two pools.

Second: By the senior extra board Conductor.

EXCEPTION: At Big Spring, if there is a promoted Trainman in braking service who is senior to the senior extra board Conductor, he (the promoted Trainman) will be assigned promptly, provided the home terminal, relief point of his regular assignment is Big Spring. However, if his regular assignment is on a closed run at an outlying point, he must remain on his assignment during the bulletin period until relieved by the successful applicant.

MEMORANDUM OF AGREEMENT, December 3, 1971, T-33270:

IT IS AGREED, effective January 1, 1972, that in filling conductors' vacancies the following will govern, and that this agreement supersedes all agreements and awards in conflict therewith:

- (1) In through freight service, a conductor's job which has been vacant fifteen (15) days for any reason, except for vacation, will be assigned as a permanent vacancy.
- (2) In assigned service (including locals, dodgers, and/ or work train service), a conductor's job which has been vacant fifteen (15) days for any reason, except for vacation, will be declared vacant and will be bulletined as a permanent vacancy.
- (3) If the 16th falls on a legal holiday or Sunday, the job will be bulletined the following day.
- (4) A conductor returning to service after his assignment has been bulletined as outlined above, may place himself in accordance with his seniority.

This agreement signed at Fort Worth, Texas, this 3rd day of December 1971, may be cancelled by fifteen days written notice from either party to the other.

Choice of Runs

(c) Rights of trainmen will begin with date of first trip and they will have choice of runs to which their age and merit en-

titles them. (See MofA effective June 29, 1981, applicable to employes hired after this date, page .)

(d) Under this Article the assignment of men should be made promptly and without technical delay.

In any of the positions in either branch of train service (passenger, mixed, cane, local, through freight or work train), brakeman or baggageman, having secured a regular position of which they are deprived through no fault of their own, will in that case be assigned to the run of their choice held by younger men.

MEMORANDUM OF AGREEMENT, March 8, 1946, Award 7397:

In full and final settlement of Award 7397, IT IS AGREED Effective March 15, 1946, under Article 20(c) of Conductors and Trainmen's agreements, when a conductor and/or trainman in the exercise of his seniority gives notice in writing of his desire to displace a junior man, he will be marked up on such run or crew immediately and used on such run or crew on its next trip out of the home terminal of the crew or run involved.

Should the conductor or trainman lay off or be used in other service after having given such notice, the vacancy will be filled from the extra board.

This does not prevent an employee from arranging by telephone with terminal forces to write out his application and file with proper authority.

Change of Runs

(e) When the mileage of an assigned run is decreased or increased three hundred (300) miles or more per month, the time changed from day to night, or night to day, or if time of layover is changed two (2) hours or more, or if turning point is changed, it will be declared vacant and bulletined.

(f) Trainmen not having access to bulletins on account of sickness, leave of absence, or other good and sufficient cause, will upon returning to service have the right in accordance with their seniority, to runs bulletined during such time.

Deprived of Service

LETTER OF UNDERSTANDING, April 9, 1946, T-19887:

A conductor or Trainman wrongfully deprived of service to which he is entitled will be compensated as follows:

If he performs service while the run to which he is entitled is away from his terminal, he will be allowed the amount he would have earned had he been properly used on the run to which entitled. If he performs or begins to perform service during the period the run to which he is entitled is away from the terminal he will be allowed the amount he would have made had he been properly used on the run less what he earned for the service which he performed or began to perform during the absence of his proper run from the terminal. Time earned for service performed on a trip beginning after the time the run he was wrongfully deprived of arrives back at the terminal where crews take service on such runs is not to be deducted.

This will not change time lost payment where no Conductor or Trainman is used in the service to which a Conductor or Trainman is entitled and the claim is for rights to such service, nor will this change time lost payments in discipline cases.

It is understood this is restricted to Conductors and Trainmen, and cases covered by files shown below will be disposed of on basis set forth above: (files omitted)

ARTICLE 21

REGULAR OR ASSIGNED TERMINALS

AND INSIDE TURNS

Arrival at Terminal

(a) Arrival at regular or an assigned terminal completes a trip; and a new day will be regarded as commenced upon each departure from such regular or assigned terminal, except as provided in paragraph (c) of this article and Article 4; and when trainmen are required to run for fuel or water or to double, not to exceed ten (10) miles from terminal and return for train, the trip will not be considered complete until train is brought to the terminal. This is not to apply to work trains or the practice heretofore existing in cane train service.

Inside Turns Freight Service

(b) Inside turns in through freight service made by freight trainmen other than local trainmen will be paid for on basis of continuous time and mileage in connection with trip from terminal to terminal. Trainmen on regularly assigned local runs making inside turns will be paid a minimum of one hundred (100) miles for each such turn.

Outside Turns

Assigned trainmen required to make trips outside of their assigned limits will be paid regular rates for the service rendered, with a minimum of one hundred (100) miles for each trip so made. (The term "inside turn" is understood to mean turns made between intermediate points.)

Emergency Side or Lap Back Trips

(c) When a crew is required to make an emergency side or lap back trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on continuous basis.

Emergency Short Trips

Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

ARTICLE 22

COMPENSATION FOR LOST TIME FOR TRAINMEN IN LOCAL, MIXED, DODGER, CANE TRAIN AND WORK TRAIN SERVICE

(a) Trainmen assigned to local, mixed, dodger, cane train and work train service, who are ready for service the entire month and who do not lay off of their own accord, will be paid a minimum day when not used on their regular assignment as follows:

Examples

1. Local trainmen Fort Worth-Sherman run leaving Sherman at 7:30 a.m. July 14th, are tied up under the law at Denton. After the expiration of legal rest, trainmen are run to Fort Worth, arriving at 4:30 p.m. July 15th, and are not run out of Fort Worth that date on their regular assignment. Trainmen will be paid regular rates for July 15th.

2. Trainmen leave Sherman at 7:30 a.m., July 16th, work eight (8) hours at an accident at Pilot Point, and at 10:00 p.m. are tied up under the law at Roanoke. At the expiration of legal rest, trainmen are run to Fort Worth, arriving at 4 p.m. July 17th, and are not run out of Fort Worth that day on

their regular assignment. Trainmen will be paid regular rates for July 17th.

The foregoing examples will also illustrate the method of paying assigned trainmen on turnaround runs when not run out of their terminal on their regular runs.

(b) Trainmen covered by this article, whose runs may be temporarily discontinued, will receive pay until given notice by the company that their services will not be required on such runs until such runs are restored.

(c) Trainmen assigned cane dodgers and cane trains that double the day before or the day after following the loss of day account not being run out of their terminal will not be paid lost day in such cases. This not to apply to doubles made on lay-over day.

Omaha - June 6, 1990

180.10

Mr. T. G. Taggart - HDC

cc: Mr. A. A. Zabawa - HDC

During recent conference with General Chairman Rudel, we discussed the matter of "annulled days" under the T&P Agreement.

As you are aware, claims for annulled days are being declined when information indicates that the Claimant laid off within the calendar month during which the annulled day(s) occurred.

I have agreed with General Chairman Rudel to make an exception insofar as Local Chairmen laying off for Union business; therefore, any claims for annulled days should not be disallowed solely on the basis that a Local chairman laid off for Union business.

If you have any questions concerning this matter, please contact this office.

/s/ T. L. Wilson, Sr.

Parties to dispute:

Union Pacific Railroad Company

and

United Transportation Union (C&T)

Statement of claim:

Claim of Brakeman R. D. Cook for 100 miles each date December 16, 23, 24, 27, 30 and 31, 1988, account regular assignment not run; declined by Director of Labor Relations in his decision of June 13, 1990.

Opinion of Board:

Local LL855/856, to which Claimant was assigned by bulletin for six days per week, was annulled on certain days. The Carrier declined the claim because of Article 22 of the Agreement:

(a) Trainmen assigned to local, mixed, dodger, carte train and work train service, who are ready for service the entire month and who do not lay off of their own accord, will be paid a minimum day when not used on their regular assignment as follows: (Emphasis added)

Claimant laid off on December 21 and 22.

First Division Award No. 7405 and Award No. 17 of PLB No. 2331 are cited in support of the Carrier's position.

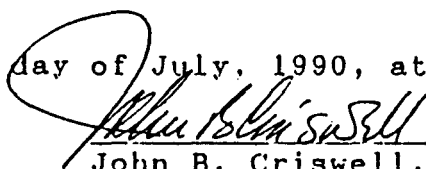
Findings:

That the Agreement was not violated.

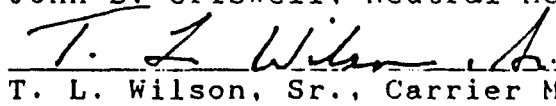
Award:

Claim denied.

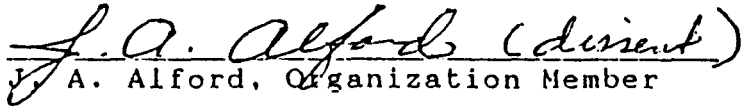
Dated this 20th day of July, 1990, at Omaha NE



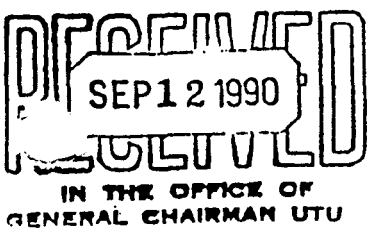
John B. Criswell, Neutral Member



T. L. Wilson, Sr., Carrier Member



J. A. Alford, Organization Member



ARTICLE 23

CONDUCTORS LAID OFF

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

LETTER, May 7, 1949, T-23867:

Referring to your 'phone conversation with Supervisor of Wages Wallace concerning my letter of February 5th, that part reading:

"***Man or men off their regularly assigned car will remain off until return of their caboose to the terminal."

You request that you be advised as to the meaning of that sentence.

Will advise that it means if a man or men who are regularly assigned to a crew lay off and their positions on such cars are filled from the extra board or by stepping up men from other crews the man or men regularly assigned but not used will remain off until their caboose returns to the terminal.

You stated that some of the men felt that it applied to the men who were stepped up. This is not the case as men who are stepped up are paid the difference between their earnings on the crew stepped up to and what they would have earned had they been used on their own caboose.

This should also clear up the meaning of the next paragraph with reference to runarounds, penalty claims, etc., in connection with the men who are used.

LETTER, February 5, 1949, T-23867:

Question has been raised of proper handling of assigned pool freight train crew's turn out of home terminal when both conductors' and trainmen's extra boards are exhausted.

1. When the entire assigned crew is off the caboose and it is first out at calling time, and both extra boards are exhausted, use the second out crew. The first out caboose will remain on the board first out until an extra man or men become available or a regular man or men report

2. When one or two assigned men (conductor or brakeman, conductor and one brakeman or both brakemen) are off and extra boards are exhausted at calling time, use the senior available promoted emergency trainman at time of call if any, to fill conductor's vacancy and use brakeman or brakemen stepped up from next crew to fill brakeman or brakemen's vacancies. In the event there is no available emergency trainmen, use the conductor stepped up from the next crew out to fill the conductor's vacancy. The stepping up should be discontinued after extra men become available. Man or men off their regularly assigned car will remain off until return of their caboose to the terminal.

I have gone over this with General Chairman Kennedy and Aucoin, who are being furnished a copy of this letter, and they are in accord with the handling as outlined above, under which there will be no runarounds, penalty claims or payments involved. The handling above outlined will constitute an interpretation of the first sentence of conductors' and trainmen's agreements, Article 23.

Please see that all concerned understand and so handle. Also please acknowledge receipt.

ARTICLE 24

THROWING SWITCHES

Trainmen operating switches may be held equally responsible with their conductor for the position of switches used by their train; however, trainmen will not be held responsible for the position of switches used by their train where switch tenders are employed. (T-31671)

ARTICLE 25

EXTRA BOARDS

Location and Handling Extra Board

(a) Extra Boards will be maintained at New Orleans, Hollywood Yard, Mineola Yard, Bonham, Centennial Yard, Big Spring and El Paso, and extra trainmen will be run first in, first out, but no extra trainman to hold one car or vacancy more than six (6) days. After six (6) days the first man out on the list to take the car. Should an extra trainman having held the car six (6) days be first out, he will be allowed to hold the car six (6) days longer. Where two trainmen lay off of the same car and the same day, the first man out on extra board shall fill the long vacancy.

A trainman filling temporary vacancy on outlying runs who lays off before expiration of his six-day-period and reports for duty before expiration of six-day-period, shall be required to return to such vacancy in order to complete his six-day period.

NOTE: The agreed understanding and application of the above rule on runs operating into and out of the home terminal where extra board is maintained: Trainmen will be run first in, first out, the six-day provisions applying only to runs not operating into or out of home terminal.

Extra Men Cut off While on Temporary Vacancies

(b) Extra trainmen who are filling temporary vacancies on outside runs and are cut off the extra board account reduction in force will be displaced by men from the extra board as promptly as possible, even though they have not been on the assignment six days.

Extra men who are filling temporary vacancies on outside runs when they bid in a position during such time will be assigned to the run bid in by them as promptly as possible without waiting until the expiration of their 6 days on the temporary vacancy.

Emergency Conductors

(c) When necessary to use a promoted trainman to perform service as a conductor who is not assigned as regular or extra conductor, the senior available promoted trainman at time of call shall be used.

MEMORANDUM OF AGREEMENT, September 30, 1960, Effective October 16, 1960, File T-32044, NMB Case A-6341:

Promoted trainmen, who are required to leave their positions as trainmen to work as emergency conductors, will be protected against loss of earnings on that account to the extent that, in such a case, when such a trainman is so used, and is thereby caused to earn less for a pay period in which he is so used than he otherwise would properly have earned as a trainman for that pay period, he will receive for that pay period not less than the amount he would otherwise have properly earned as a trainman for that pay period; however, this protection will not apply to any trainman who holds seniority as a conductor which would be sufficient to entitle him to hold an assignment as a conductor working out of his home terminal, nor to any trainman on the trainmen's extra board. The pay periods are the periods from the first through the fifteenth of the month, and from the sixteenth through the last day of the month.

Reducing Extra Board

(d) Before reducing trainman's extra board, proper officer of the division will confer with the local chairman on the subject.

MEMORANDUM OF AGREEMENT, effective October 1, 1959, T-31647: Section I deleted. (See Promotion Agreement Article 29)

Section II

FILLING CONDUCTOR VACANCIES

When a vacancy for conductor exists (in other than passenger service) and there is no extra conductor available, the senior available promoted trainman (not regularly assigned as conductor) in the terminal at calling time will be used; except,

1. When necessary to use a promoted trainman in extra pilot service, the first-out promoted trainman on the brakemen's extra board will be used. If there is no promoted man available on the brakemen's extra board, the senior available promoted trainman, as set forth above, will be used.

2. When a position of conductor is bulletined and no bid is received, the junior promoted trainman in service will be assigned. The trainman so assigned to conductor service will not be paid deadhead allowance going to the assignment.

SECTION III

HOOK RULE

A. If a trainman not assigned in service as conductor fails to respond to call for service as conductor (if promoted) or trainman, when properly marked up for any service, he will not be considered available for service as either trainman or conductor, (unless there is no other available man to be used) until such time as the employe who accepted such call returns to the home terminal, or the arrival of the first passenger train, at the home terminal, on which the man relieved could have deadheaded from the point relieved, provided he has reported for duty. If both men are on the brakemen's extra board, the man who failed to respond to the call will be marked up next behind the man who accepted the call.

B. In the event a promoted trainman fails to respond to call for service as referred to in Section III A, above, on a vacancy on an outlying run, he may, at his request, displace and

relieve the employe who accepted the call, provided the employe accepting the call has worked at least one day or round trip and into the home terminal or tie up point of the run. The exercise of this right will not entitle the employe who had failed to protect such vacancy to compensation for deadheading in either direction.

The combined service of the men used as set forth in this Section III will be counted in computing the six (6) day periods referred to in the respective agreements.

C. When an extra board brakeman and/or conductor lays off and reports back prior to calling time, he will hold his place on the extra board; his name will not be removed from the board until his turn has been called.

D. The same provisions in paragraphs A and B of this Section III will apply to an extra board conductor who fails to respond for conductor service in his proper turn.

Section IV

A. This Agreement supersedes all rules and agreements in conflict herewith, except the Memorandum of Agreement effective September 1, 1947, applicable to the Bonham-Whitesboro seniority district.

B. This Agreement will not be construed to take the place of disciplinary action when circumstances or facts warrant such action.

This Agreement becomes effective October 1, 1959, and is subject to cancellation upon fifteen (15) days written notice from either party hereto upon the others.

MEMORANDUM OF AGREEMENT, August 1, 1983, T-31647 *See Hub Agreement*

Temporary vacancies for conductors will be filled from the Conductor's extra board. In the event the Conductor's extra board is exhausted or is inactive, the vacancies will be filled by calling:

1. The senior demoted conductor holding rights as such in the territory on the crew on which the vacancy exists.
2. The first demoted conductor off the brakeman's extra board.
- * 3. The senior demoted conductor that has signed up for emergency work.

4. The junior demoted conductor available at the location where the vacancy exists.

NOTE: When an extra or made-up crew is called from the brakeman's extra board the senior demoted conductor among those called will be the conductor.

- * For the purpose of this rule DEMOTED CONDUCTORS desiring emergency work will file request with the proper Carrier representative and said request shall remain in effect for sixty (60) days following which it may be withdrawn by three (3) days' advance notice to the carrier.

This Agreement becomes effective August 1, 1983 and supersedes all agreements in conflict therewith.

MEMORANDUM OF AGREEMENT, July 16, 1982, T-30344:

IT IS AGREED:

Conductors/Brakemen, regular or extra, laying off on assignments which tie up at outside points will, when ready to resume service, be required to report in sufficient time that the Conductor/Brakeman to be relieved can be notified of his release before he ties up on the run; otherwise, the Conductor /Brakeman to be relieved will be permitted to remain on vacancy another day or trip. This not to apply to Conductors/Brakemen on vacations.

This Agreement is effective July 16, 1982 and is subject to cancellation upon fifteen (15) days written notice from either party to the other.

LETTER AGREEMENT, June 29, 1983, 326-CC-ART. 22:

Gentlemen:

This has reference to our recent discussion concerning those agreements in effect which require regular men laying off on outside assignments to report in sufficient time that the extra man can be notified of his release before the assignment ties up.

The only exception to the foregoing is that it does not apply to employes on vacation.

It is my understanding that you wish to exclude employes on "personal leave" days also. The Carrier is agreeable to including "personal leave" days as an exception to these rules

and will appreciate your signing in the appropriate space if you are in accord.

MEMORANDUM OF AGREEMENT, July 12, 1955, T-28949:

Hook Rule

It is agreed effective July 25, 1955, the following will govern in handling of brakemen assigned to the extra board under Article 25:

(1) When an extra brakeman lays off and reports back prior to calling time, he will hold his place on the extra board; his name will not be removed from the board until his turn has been called.

(2) A. An extra brakeman who lays off on call, or misses call or otherwise for any reason does not protect his turn from the extra board will not be considered available for service, except in emergency or be marked up on the extra board until such time as the brakeman who was used returns to the home terminal, or is released from duty on an outlying run, at which time if the brakeman who did not protect his turn has reported for service, he will be marked up on the extra board next behind the brakeman who was used.

B. In event the turn of the extra brakeman who lays off, etc., catches a vacancy on an outlying run, he may at his request, displace and relieve the brakeman representing his turn after such brakeman has worked at least one round trip or day and into the home terminal of the run. However, the exercise of this right will not entitle the extra brakeman who missed call to compensation for deadheading in either direction going to and from the run.

(3) This agreement will not be used in any way for the handling of disciplinary matters.

(4) This agreement supersedes and cancels all agreements in conflict therewith except the Memorandum of Agreement effective September 1, 1947, applicable to the Bonham-Whitesboro seniority district.

(5) This agreement is subject to cancellation of fifteen (15) days notice in writing by either party.

LETTER, July 29, 1959:

Please refer to your letter of July 10, 1959, in connection with Memorandum of Agreement of July 12, 1955, file T-28949, governing the handling of brakemen assigned to the extra board under Article 25 (Schedule Agreement).

The question you raise involves Section (2)-A, as well as the principle in paragraph C. Such question is: When would extra brakeman "A", who laid off on call, etc., for an outlying run, be marked up on the extra board? Brakeman "B" who was used, after making one round trip, was released for assignment to the run bid in by him (Article 25-b-2nd), and another extra board man "C" was sent out and was released after completing six days, as the combined service of both men is counted in computing this period (Article 25a)

Since both of these extra board brakemen, "B" and "C", protected the service which "A" missed by not protecting his turn, you will reckon with C's return to the home terminal. His return would govern A's mark-up on the extra board in accordance with Section 1, paragraph A, of July 12, 1955 Memorandum of Agreement.

ARTICLE 26

PILOTING SERVICE

(a) When necessary to handle light engines or foreign trains over the road, pilots will be used. When extra or emergency conductors are not available the oldest available brakeman will be used. Trainmen cannot claim promotion on account of piloting or emergency running.

(b) When a crew is stopped at an intermediate point enroute, and the conductor is required to pilot an engine to another intermediate point and return to his own train, the trainmen will be paid mileage as for running for fuel or water for the class of service in which engaged, and in such cases the conductor will be privileged to take one or more of his brakemen with him.

(c) If a conductor is required to pilot an engine to a terminal, abandoning his train, the trainmen will be paid continuous time and mileage from initial terminal to final terminal, according to class of service in which engaged, but will not be paid in addition the mileage made by the conductor in pilot service.

(Time and mileage, and time or mileage as used here means the same.)

(d) When it is necessary for the conductor to take his engine from an intermediate point to a terminal, and return to an intermediate point, the trainmen will be compensated on the basis of continuous time. Conductors will be paid at least a minimum day, and time and mileage in excess of this allowance, if any is made, with the understanding that this time is to be

deducted from the service trip. No runaround will be involved under this section.

(NOTE: See agreement 9/15/59, T31647-Art. 25.)

ARTICLE 27

(Abandoned)

ARTICLE 28

CONDUCTOR OBJECTING TO BRAKEMAN

Whenever a conductor makes proper objection in writing to the Trainmaster or Division Superintendent against any brakeman in his charge, such brakeman will be assigned to another crew, or dismissed from service, if circumstances justify. Any brakeman shall have the privilege of changing from any crew or run on presentation to Trainmaster or Division Superintendent of proper reasons therefor. The Division Superintendent or Trainmaster to decide as to what constitutes proper reasons.

ARTICLE 29

PROMOTION

(a) When it becomes necessary to increase the number of conductors on any division the oldest in service on their respective divisions as brakemen will be given preference, merit and ability being sufficient, provided such brakemen have not had less than two years' continuous experience.

(b-1) In making promotions employees will be required to pass a satisfactory examination, and their rights will date from the time they pass such examination. It is understood that the present rights of trainmen on any Division will not be affected by this article.

(b-2) When more than one brakeman is to be promoted, they will be notified by the proper official to present themselves for examination.

(b-3) If all of the class pass and are promoted, each will take number as conductor from their seniority age as brakemen, this notwithstanding that they might have taken the examination and made their first trip differently.

(b-4) Examining officer will promptly advise by bulletin names of those passing satisfactory examination. Those of the class whose names do not appear on bulletin will have privil-

ege to protest the regularity of those promoted within ten days from date of bulletin; in the event of their failure to do so, they will waive right to promotion until more conductors are needed.

(c) Trainmen not available for promotion on account of sickness, leave of absence, or any other good and sufficient cause, will exercise their rights in accordance with their seniority upon return to service.

MEMORANDUM OF AGREEMENT, June 30, 1981, T-31640:

In full and final settlement of notice served by the Carrier on June 10, 1981, under Section 6 of the Railway Labor Act, IT IS AGREED:

Section 1. Promotion to conductor will be in the relative standing on the trainmen's seniority roster.

EMPLOYES WITH SENIORITY DATES PRIOR TO JUNE 30, 1981

Section 2. (a) Within a period of six months from the date of this agreement, the Carrier will arrange to hold-promotion examinations on each seniority district and any employe with two years of service will be given an opportunity to take the examination.

(b) All other employes will be given an opportunity to take examination for promotion to conductor after completion of two years' service.

(c) Employes who fail to pass the first examination will be given an opportunity to take second and third examinations as provided for under Section 3 below, except should any employe fail to pass the third examination he will forfeit his right to subsequent examination for promotion to conductor but will retain all other seniority rights and continue to perform service without restriction.

(d) In the event any employe refuses to take the examination, he will forfeit his right to subsequent examination for promotion to conductor but will retain all other seniority rights and will continue to perform service without restriction.

EMPLOYES WITH SENIORITY DATES ON OR AFTER JUNE 30, 1981

Section 3. (a) Trainmen employed on or after June 30, 1981, will be required to take examination for promotion to conductor after having completed two years of service. The examination will be given prior to the expiration of six months from the date of completion of two years of service and the train-

men will be notified by letter as to the time, date and place of the examination at least 30 days in advance thereof. In the event a trainman fails the first examination, he will be notified in writing with a copy to the Local Chairman and a second examination will be given after 60 days from the date of the first examination and prior to the expiration of 90 days therefrom. If the trainman so requests, the second examination will be administered by another transportation officer selected by the Superintendent and Local Chairman. If the Local Chairman and Superintendent are unable to agree on the official as provided above, the matter will be referred to the General Chairman and the General Manager who will agree on the official to conduct the examination. In the event the selection of the officer is referred to the General Chairman and the General Manager, the time limit specified herein shall be extended by 30 days.

(b) Trainmen employed on or after June 30, 1981 who fail the second examination for promotion to conductor will be notified in writing with a copy to the Local Chairman and will not be permitted to perform any additional service until they have passed the examination. Prior to the expiration of 60 days from the date of the second examination an employe covered by this paragraph may request a third examination in writing and such examination will be given within 30 days from the date of request. If the employe does not report for examination as scheduled under paragraph (a) or request and pass the third examination referred to in this paragraph, he will forfeit all seniority. If the trainman so requests, the third examination will be administered by an officer other than the officer or officers who conducted he first and second examinations. The officer to conduct the third examination will be selected by the Superintendent and Local Chairman. If the Local Chairman and Superintendent are unable to agree on the official as provided above, the matter will be referred to the General Chairman and General Manager who will agree on the official to conduct the examination. In the event the selection of the officer is referred to the General Chairman and the General Manager, the time limit provided herein shall be extended by 30 days. The General Chairman or his designee may be present when examinations are conducted.

EMPLOYES WITH SENIORITY DATES PRIOR OR SUBSEQUENT TO
JUNE 30, 1981:

Section 4. (a) At points where separate road and yard extra boards are maintained, employes who have two years' service but less than two years' experience as road trainman may be allowed to exercise their rights as conductors provided they are deemed qualified.

(b) When there is a shortage of conductors on any seniority district, and there are no employes with two years' service,

employees with less than two years' service may be given examination for promotion to conductor and if they pass such examination they will be given a seniority date in line with Section 1 hereof. In the event the employees with less than two years' service fail the examination, they will not be subject to the penalty provisions of Section 3 and will be given an opportunity to take the examination, or examinations, again after having completed two years' service in line with the provisions of this agreement.

Section 5. Nothing herein abridges the right of the Organization to progress disputes arising out of the application of this agreement.

This agreement becomes effective June 30, 1981, and supersedes all other agreements to the extent necessary to conform herewith.

Questions and Answers Covering Application of
Promotion Agreement Effective June 30, 1981

General Questions

- Q. Why did the Carrier feel it necessary to serve the Section 6 Notice of June 10, 1981, to obtain a new promotion rule which would require forced promotion?
- A. Records indicate that on some seniority districts a large percent of those hired have not taken promotion when due. This has resulted in a serious shortage of conductors on these districts. The present agreement does not make it mandatory for trainmen to take promotion, and it is only from the ranks of trainmen that we can depend on an adequate supply of conductors.
- Q. What seniority district will be affected by this Agreement?
- A. All former T&P Districts. Questions in regard to Section 1:
- Q. What employes are covered by the term "Trainmen's seniority roster?"
- A. This includes all brakemen, flagmen and yardmen on seniority rosters covered by this Agreement.

Questions in regard to Section 2:

- Q. Does this agreement require forced promotion of trainmen in service prior to June 30, 1981?

A. No, but it does give every such trainman who has turned down promotion under pre-existing promotion rules a final opportunity for promotion.

Q. If these men accept promotion now, how will they go on the conductors' roster?

A. In accordance with their relative seniority as a trainman, but behind those trainmen promoted under pre-existing promotion rules.

Q. If they fail the qualifying test on either the first or second examination, but pass the third, how will they be placed on the conductors' roster?

A. The same place they would have been placed if they had passed the first examination.

Q. If a trainman has less than two years seniority prior to June 30, 1981, will he be given the opportunity when he does have two years seniority?

A. Yes.

Q. Will he lose his seniority as a trainman if he fails the qualifying test?

A. No, if his seniority as trainman is prior to June 30, 1981

Q. What about employes on leave of absence, off due to illness, on vacation, in military service, serving actual days' suspension or who are discharged at the time due to take qualifying examination?

A. They will be afforded the opportunity to take the qualifying examination in the next class for which they are available, and will be given a seniority date the same as if they had been in service.

Questions in regard to Section 3:

Q. Will trainmen hired after June 30, 1981, be forced to take promotion in accordance with the procedure set forth in Section 3?

A. Yes, it will be a condition of employment.

Q. How will these men be placed on the conductors' roster?

A. In accordance with their relative standing on the trainmen's seniority roster regardless of when they pass the qualifying examination.

- Q. What about employes on leave of absence, off due to illness, on vacation, in military service, serving actual days suspension or who are discharged at the time due to take qualifying examination?
- A. They will be required to take the qualifying examination in the next class for which they are available, and will be given a seniority date the same as if they had been in service.
- Q. Does this new rule permit runarounds in promotion for employes hired on or after June 30, 1981?
- A. No.

ARTICLE 30

ARBITRARY ALLOWANCES

Handling vents

(a) One (1) hour at one-eighth of the daily rate will be allowed train crew when required to open or close vents on refrigerator cars.

Water Cars, Hogs

(b) Actual time at one-eighth of the daily rate will be allowed train crews when required to water hogs or to fill water cars. This allowance not to be made unless train crew actually performs the service.

Also see other arbitrary allowances -

Training new employes - (Hiring and Training MofA 12/1/74)

Working Short Crew - (Crew Consist Agreement 4/1/80 Article 18)

Air Pay - Dodger - (Article 5 - MofA 3/16/68) Initial and Final

Terminal Delay - (Article 10)

**MEMORANDUM OF
AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(former Texas & Pacific)
and the**

UNITED TRANSPORTATION UNION (C,T&Y)

MODIFICATION OF THE CONDUCTOR AND FOREMAN PROMOTION RULE

With the adoption of the Modified Crew Consist Agreement in 1988 and the subsequent Conductor-Only Agreement, the work opportunities available to perform brakeman service has decreased significantly which in turn has limited employees' opportunities for acquiring the basic skills necessary for promotion to Conductor.

In this regard, the parties recognize the need to provide procedures for promotional training opportunities without sacrificing the importance of safety.

Therefore, in an effort to improve such opportunities, the parties agree to the following:

I - PROMOTING AND HIRING CONDUCTORS

A. Employees with six (6) months or more of service, will be promoted to conductor in seniority order as brakeman, except as provided in Side Letter No. 2. Employees will be placed into a formal Conductor/Foreman Trainee Program as follows:

1. The training program may consist of classroom instruction and work experience, as determined by the Carrier. All necessary classrooms, books, materials, instructions and examinations shall be furnished by the Carrier.

Q: What is meant by the term "work experience"?

A: Each trainee will be required to complete a training program of trips balanced between road and yard assignments as determined by the local operating officer and local chairman.

- Q: Must employees be placed into the formal training program immediately after attaining six (6) months of service?**
- A: No, the Carrier may elect to delay such training if there is a sufficient supply of conductors to meet the needs of service.**

NOTE: The local operating officer will coordinate the training trips with CMS to ensure the needs of service are not compromised.

- 2. The training program for each territory agreed to, and any intended substantial changes therein, shall be reviewed from time to time by the Carrier Representative and the General Chairman.**
- 3. The General Chairman shall be furnished the name and address of each Conductor/Foreman Trainee entering the training program, and the date they are placed in training. Trainmen will be notified as to the time, date and place of the training at least 30 days in advance thereof**
- 4. If during the training program as scheduled attendance is not required on a day or days of a calendar week, Conductor/ Foreman Trainee(s) will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances a Conductor/ Foreman Trainee(s) will not be permitted to perform other service.**
- 5. As near as practicable, in class training days will be scheduled not to exceed eight (8) hours, it being recognized however that single trips for on-the-job training may of necessity exceed such hours.**
- 6. Conductor/Foreman Trainee(s) assigned to a scheduled training program will not be used as a brakeman or yardman prior to completion of the training program if any qualified regular or extra train/yard service employee can be used.**
- 7. A Conductor/Foreman Trainee will not be required to make on-the-job training trips on another seniority territory other than that for which he/she is being trained, including an entire interdivisional territory, unless mutually agreed to by the Organization and the Carrier.**
- 8. If a Conductor/Foreman Trainee who, after starting the training program, is unable to continue the training due to sickness or proper leave of absence he/she will not be regarded as having failed. The decision as to whether they must start the program at the beginning or**

at another point in the program will be made by the Carrier after consulting with the General Chairman or his designated representative.

9. A Conductor/Foreman Trainee(s) undergoing on-the-job training shall receive lodging accommodations or allowances in lieu thereof and meal allowances as provided under the applicable UTU(C&T) Agreements.
10. Adequate records of Conductor/Foreman Trainee(s) on-the-job and classroom training progress shall be maintained by the Carrier and, upon request, be reviewed with the General Chairman.
11. When it becomes evident that a Conductor/Foreman Trainee(s) will not complete the on-the-job training satisfactorily, such employee will be required to consult with the Carrier Instructor(s) and the General Chairman or designated representative for the purpose of identifying and possibly overcoming any problems.
12. If an employee fails to successfully pass the Conductor Examination, such employee, as provided in Side Letter No. 1, will be required to consult with the designated Carrier and Organization representatives for the purpose of identifying and possibly overcoming any problems associated therewith. Subsequent to that conference, the employee will be provided a second opportunity to pass such examination, which will be given not less than ten (10) days, but not more than thirty (30) days, following failure of the first examination. The second examination will be held at the same point as the first examination if practicable or unless mutually agreed otherwise.

Q: May an employee request to take additional training trips before taking the second examination?

A: Yes.

An employee failing to pass the second examination will be provided a third opportunity to pass such examination which will be given in not less than ten (10), but not more than fifteen (15) days. An employee failing to pass the third examination will be terminated as stipulated by the June 30, 1981 Agreement.

Q: Will the Carrier automatically schedule the third exam?

A: No, the employee must request the exam in writing.

If an employee does not report for training as scheduled under Paragraph 12 or request and pass the third examination referred to in this paragraph, he will forfeit all seniority.

13. Failure to complete the training program in accordance with the terms of this Rule or failure to pass the final examination on the third attempt will result in the Conductor/Foreman Trainee's termination from all service of the Carrier.
 14. A Conductor/Foreman Trainee(s) shall be paid a Conductor/ Foreman Trainee rate of pay of \$104.55 per day/trip during such time as he/she is assigned to the training program, which is subject to general wage adjustments.
- B.** Employees successfully completing the Conductor/Foreman Promotion Examination under this rule shall be certified as a qualified Conductor and shall be awarded a certificate so stating. The employee's conductor seniority date will be in the same relative standing as their brakeman's seniority date. The Carrier shall furnish the General Chairman with the names of the employees so certified along with the date of such certification and their conductor's seniority standing.
- C.** When a Conductor/Foreman Trainee(s) participating in the training program is required to receive on-the-job training, the conductor on the job selected will assist the Conductor/Foreman Trainee(s) in training with the responsibilities and functions of conductors/foremen under actual working conditions.
1. The presence of a Conductor/Foreman Trainee(s) will not affect the payment of any productivity payment to regular crew members if they otherwise would be entitled to same or any other payment under applicable rules and/or agreements.
 2. Conductors will be required to complete progress reports on Conductor/Foreman Trainee(s), as may be directed by the Carrier.

Q: May a Conductor/Foreman Trainee be assigned to a particular Conductor for training purposes?
A: Yes, and such Conductor will be jointly agreed to by the local Carrier officer and the Local Chairman.
 3. Conductor Trainers will be compensated a minimum of \$10.00 a day subject to future wage increases. Such Trainer compensation will not offset guarantees. Time spent in deadheading or waiting for transportation after being relieved from service will not be considered as training time.

Q: Is the above Trainer compensation duplicate time payment?

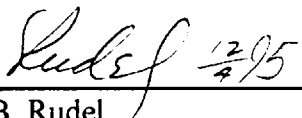
A: No.

II - GENERAL

- A. The parties hereto recognize the complexities involved in this Agreement, and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, should any disputes arise from its application, they will be handled expeditiously in conference by the General Chairman, the Director of Labor Relations and other affected parties. Such conference will be held promptly at the request of either party.**
- B. The provisions of this Memorandum of Agreement will become effective January 1, 1996, and will remain in full force and effect thereafter unless modified or amended by the provisions of the Railway Labor Act.**
- C. Any Agreement Rules, side letters or understandings that may be in conflict with this Agreement will be superseded by the provisions of this Agreement.**

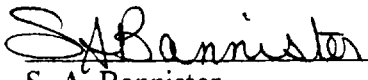
Signed this 5th day of December, 1995.

**UNITED TRANSPORTATION
UNION (C&T):**



S. B. Rudel
General Chairman UTU

**UNION PACIFIC RAILROAD
COMPANY:**



S. A. Bannister
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



Side Letter #1

**MR SAM B RUDEL
GENERAL CHAIRMAN
UTU 7817 CAMELOT RD
FT WORTH TX 76134**

Dear Mr. Rudel:

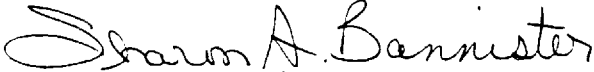
This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule and, specifically, the concern expressed by the Organization regarding the Carrier's promotion of employees to Conductor/Foreman positions before such employees may possess sufficient training or experience to effectively and safely perform the duties required of a Conductor.

As confirmed in our discussions, it is both the Carrier's and Organization's desire that those employees promoted to the Conductor position are fully trained and capable of performing the required duties. Therefore, in recognition of your Organization's concerns, and as provided in Section I(A)(12), it is agreed that in the event the Organization believes an employee is not ready or capable of safely and effectively performing the duties required of a Conductor, the Organization may request additional training for said employee. This request must be made in a timely manner to the Superintendent before the second examination is taken. The Organization and the involved Superintendent will review the employee's training and work performance and will endeavor to jointly determine whether additional training is required. If such a determination is made, the involved employee will not be promoted to a Conductor position until such time as additional training has been completed.


In the event the Organization and Superintendent are not able to resolve, to both parties' satisfaction, whether the employee is ready for promotion to Conductor, the matter will be expeditiously directed to the Director-Labor Relations for his/her review. The purpose of this final review will be to ensure the employee has been provided sufficient training and/or work experience to perform the duties of a Conductor. In connection therewith, it is understood that during the period following the Organization's request of the Superintendent to review an employee's training and work history, and continuing until the matter is jointly resolved with the Superintendent or, if necessary, reviewed by the Director Labor Relations, said employee will not be promoted to the Conductor position.

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

Yours truly,


Sharon A. Bannister
Director-Labor Relations
Operating - South

AGREED:



S. B. Rudel
General Chairman, UTU-C&T

12-5-95
(Date)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



Side Letter #2

MR SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD FT
WORTH TX 76134

Dear Mr. Rudel:

This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule and, specifically, the Carrier's concern about the need to promote employees to Conductor/Foreman before they have been in service six months.

As confirmed in our discussions, it is both the Carrier's and the Organization's desire that employees have six months service before being promoted. However, if there is an immediate need for conductors on a particular seniority district or employees will be placed in furlough status because of no work opportunities as Brakeman/Helper, trainmen may be required to enter the Conductor/Foreman promotion program in seniority order irrespective of their length of service as trainmen. In addition, it is recognized additional training, i.e., service trips, may be required due to limited experience.

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

Yours truly,

A handwritten signature in cursive script that reads "Sharon A. Bannister".

Sharon A. Bannister
Director-Labor Relations
Operating - South

AGREED:

A handwritten signature in cursive script that reads "S. B. Rudel".

S. B. Rudel
General Chairman, UTU-C&T

12-5-95

(Date)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



Side Letter #3

MR SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD
FT WORTH TX 76134

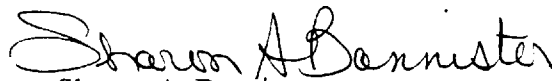
Dear Mr. Rudel:

This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule and the status of employees who fail the third examination and established train service seniority prior to November 1, 1985.

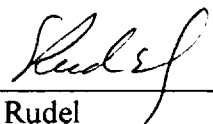
This will confirm such employees are governed by Side Letter #9 of the November 1, 1991 Implementing Document (PEB 219).

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

Yours truly,


Sharon A. Bannister
Director-Labor Relations
Operating - South

AGREED:



S. B. Rudel
General Chairman, UTU-C&T

12-5-95

(Date)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



Side Letter #4

MR SAM B RUDEL
GENERAL CHAIRMAN UTU
7817 CAMELOT RD
FT WORTH TX 76134

Dear Mr. Rudel:

This is in reference to our discussions in connection with the Agreement modifying the Conductor/Foreman Promotion Rule wherein we discussed the issue of force assigning a conductor to a conductor position that goes no bid.

It was agreed a Conductor who is placed in the position of being force assigned may bump a junior regular assigned conductor within twenty-four (24) hours. The displaced employee will be assigned the no bid position if he/she does not displace anyone his/her junior within twenty-four (24) hours.

It was further agreed that should a problem arise, the parties will first meet in order to resolve it. If the parties are unable to reach agreement, this understanding may be cancelled by either party serving a 15-day notice upon the other.

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

Yours truly,

A handwritten signature in cursive script that reads "Sharon A. Bannister".

Sharon A. Bannister
Director-Labor Relations
Operating - South

AGREED:

A handwritten signature in cursive script that reads "S. B. Rudel".

S. B. Rudel
General Chairman, UTU-C&T

12-5-95

(Date)

Side Letter #5

MR SAM B RUDEL GENERAL
CHAIRMAN UTU 7817
CAMELOT RD FT WORTH TX
76134

Dear Mr. Rudel:

This is to confirm our discussions of the Agreement modifying the Conductor/Foreman Promotion Rule.

During our discussions we explored the idea of establishing combination boards. It was agreed the parties would meet within six (6) months to discuss this idea.

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

Yours truly,

/s/ Sharon A. Bannister
Director-Labor Relations
Operating - South

AGREED:

/s/
S. B. Rudel
General Chairman, UTU-C&T

_____12-5-95
(Date)

**MR SAM B RUDEL
GENERAL CHAIRMAN
UTU 7817 CAMELOT RD
FT WORTH TX 76134**

Dear Mr. Rudel:

This is in reference to our discussion in connection with the Agreement modifying the Conductor/Foreman Promotion Rule.

It was agreed the following individuals who are currently serving as conductor trainers or are in training will be covered under the provisions of this agreement.

MINEOLA

Trainer

Trainee

**J. P. Nom's
J. T. York
F. J. Reed
J. G. Gunter
D. D. Milliorn**

**T. G. Coleman
J. A. Stephens
L. J. Taylor
C. C. Harmon
E. E. Duncan**

AVONDALE

**L. J. Hebert
G. P. Boudreaux
W. J. Troxler**

**R. M. Winsor
N. S. LeBlanc
E. L. Monroe, Jr.**

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

Yours truly,

**/s/ Sharon A. Bannister
Director-Labor Relations
Operating - South**

AGREED:

**S. B. Rudel /s/
General Chairman, UTU-C&T**

12-5-95 (Date)

AGREEMENT

between the
UNION PACIFIC RAILROAD COMPANY

and

its employees represented by the
UNITED TRANSPORTATION UNION

ESTABLISHMENT OF BRAKEMAN TRAINING BOARD(S)

The modified crew consist agreements and use of conductor-only assignments has made it more difficult to provide work experience in preparation for promotion to conductor. To obtain the necessary skills and experience, the parties have agreed to create Brakeman Training Boards (hereinafter also referred to as "BT Boards") for new employees. Accordingly,

IT IS AGREED:

I. ESTABLISHMENT OF BRAKEMAN TRAINING BOARDS

- A. Carrier may establish special Brakeman Training Board(s) at location(s) on the territory comprising the former Texas & Pacific Railway (including the Longview Hub). The purpose of such boards will be to provide work experience for new employees.**
- B. The establishment of BT Boards pursuant to Section A above will be subject to the following conditions:**
 - 1. BT Boards may be established only at locations where a guaranteed combination road (conductor/brakeman) extra board or a guaranteed combination road/yard (conductor/brakeman/switchman) extra board exists.**
 - 2. Brakeman assignments must exist in the territory protected by the guaranteed combination road extra board or guaranteed combination road/yard extra board at the location where the BT Board is to be established.**
 - 3. Carrier will review in advance with the General Chairman and the appropriate Local Chairman its plans for establishing, including the estimated size and duration, a BT Board at a particular location. The number to be assigned will be predicated on the work opportunities at a particular location.**

NOTE: The purposes of these BT Boards are to provide training opportunities or work experience to inexperienced employees and to ultimately prepare them for promotion to conductor.

II. OPERATION AND ADMINISTRATION OF BT BOARDS

- A. BT Boards will function and be administered as a guaranteed brakeman's extra board. Accordingly, these boards will be governed by the current guaranteed extra board provisions of the Modified Crew Consist Agreement, as amended. Payment of guarantee will be subject to applicable entry rate provisions.**
- B. Employees assigned to a BT Board will protect brakeman and road utility position vacancies at a location or in the territory protected by the extra board at that location. The BT Board will protect brakeman and road utility position vacancies before the existing extra board(s) at the location. In the event the BT Board is exhausted, the existing extra board will protect these vacancies in accordance with applicable Agreement provisions.**
- C. Agreement provisions governing payment of "bonus day(s)," automatic days off, and other similar benefits are not intended to apply to employees assigned to BT Boards.**

III. EXERCISES OF SENIORITY ON BT BOARDS

- A. Carrier will make assignments to BT Boards, An employee may not exercise his or her seniority, either through bid or by displacement, to a position on a BT Board. Once assigned to a BT Board, the employee is not subject to displacement.**

NOTE: Before their assignment(s), Carrier will provide the appropriate Local Chairman the names of employees it contemplates assigned to the board. In the event an issue arises concerning such assignments, the matter will be promptly referred to the General Chairman and the Director - Labor Relations for resolution.

- B. An employee's assignment to a BT Board will not preclude him or her from bidding on, and if successful, being assigned to a brakeman or switchman position. Employees assigned to BT Boards may exercise their seniority -- i.e., bid -- anytime to a brakeman or switchman vacancy or position.**
- C. An employee may, subject to the needs of Carrier's service, be transferred from one BT Board to another BT Board. Such transfer must, however, be approved by appropriate CMS official and the appropriate Local Chairmen.**

- D. If there are no bidders for a brakeman or switchman vacancy/position at a particular location, the junior employee assigned to a BT Board at the location will be force assigned to the vacancy/position.

IV. REGULATION OF BT BOARDS

- A. Carrier will regulate the number of employees assigned to BT Boards.
- B. Carrier will work with Local Chairmen to ensure employees on BT Boards are being provided sufficient work opportunities and are being allowed time off. If a dispute should arise concerning the application of this Article IV, it will be promptly addressed by the General Chairman and Director - Labor Relations.
- C. Carrier will periodically review with the Local Chairman the manner in which employees assigned to the BT Boards are used, the types of assignments worked, etc.
- D. The work performed by employees assigned to BT Boards will not be used as a basis for reducing the number of employees assigned to the guaranteed combination road extra board or guaranteed road/yard extra board at the location. The work protected by employees assigned to the BT Board will be included in the mileages, etc. used for sizing the extra boards at the location.

NOTE: It is not intended the existence of BT Boards will result in reductions in other extra boards at the location. This does not, however, preclude Carrier from properly sizing extra boards to fit the needs of its service at the location and/or reduce extra boards to fill "no-bid" vacancies, etc.

V. GENERAL

- A. The provisions of this Agreement were negotiated by the parties to address a unique set of circumstances. Thus, the parties handling of this matter and the provisions of this Agreement are to be considered as made without prejudice to any position(s) adopted by either party.
- B. In the event the provisions of existing Agreement rules conflict with the terms and/or intent of this Agreement, this Agreement will apply.
- C. The terms hereof will become effective on the date the parties sign this Agreement.

VI. DURATION/CANCELLATION

The parties agree to implement this Agreement on a trial basis for a period of 120 days. Employees working under this Agreement should immediately bring issues which may

arise to the attention of the appropriate Local Chairman and CMS for expeditious resolution. Subsequent to the 120 day test period, either party may serve a ten (10) day written notice to cancel the Agreement at the end of the payroll half immediately following the expiration of the ten (10) day notice. In the event such notice is served, the parties agree to meet prior to the expiration of the ten (10) day notice to discuss the issues underlying the intended cancellation.

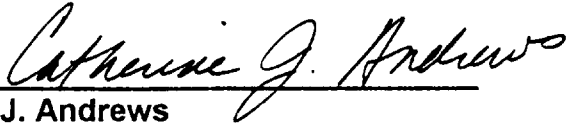
SIGNED THIS 14th DAY OF AUGUST, 1998 IN FORT WORTH, TEXAS UNITED

TRANSPORTATION UNION:



S.B. Rudel
General Chairman

UNION PACIFIC RAILROAD CO.: -



C.J. Andrews
Director Labor Relations

November 1, 1991 - NATIONAL AGREEMENT

ARTICLE V - PROMOTION/RETENTION OF SENIORITY

All trainmen must accept promotion to conductor/foreman when offered by the railroad. Once promoted, trainmen, including those already promoted, will not be permitted to voluntarily relinquish conductor/foreman rights.

Except as modified hereby, existing rules and practices governing promotion continue in effect.

SIDE LETTER # 9

This refers to our discussion of application of the recommendations of PEB 219, promotion/retention of seniority, which are contained in Article V of this Implementing Document, to employees who established train service seniority prior to November 1, 1985, but who either have not been promoted to conductor or who relinquished their conductor rights.

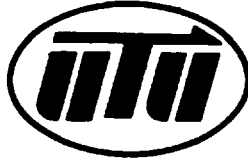
You were given assurance that when such employees are called up for promotion the carriers will cooperate in furnishing such assistance as may be appropriate in preparing them to take the promotional examination. This could include up to three follow-up examinations, verbal coaching or examinations, additional study materials or other preparatory assistance appropriate to the circumstances of the individual cases.

If it still develops that, despite his best efforts, such an employee cannot qualify as a conductor, he may be permitted to continue to work in train service provided that his retention does not result in the carrier being required under existing rules to utilize a surplus (unnecessary) employ; fill or cause to be filled a position which otherwise would be blanked under a crew consist agreement; nor cause the creation or the continuation of a reserve pool position or any other protective position. During periods when he does not stand to hold a position because any of these conditions exist he will be furloughed.

Any train service employee continued in service under these conditions who is subject to the provisions of any protective agreement or arrangement will be treated as occupying the conductor position with the highest earnings which his conductor seniority, if it had been established, would have permitted him to hold.- 409r -

S. B. Rudel
General Chairman

M. R. Haughton
Associate Chairman



7817 Camelot Road
Fort Worth, TX 76134

Tel. 817/293-2709
Fax 817/293-1813

united transportation union

General Committee of Adjustment GO-927
Representing Yardmen, Trainmen, Conductors and Enginemen
UNION PACIFIC RAILROAD

December 28. 1992

LOCAL CHAIRMEN and SECRETARIES
United Transportation Union
Union Pacific Railroad Company

Re: Article V of PEB219/PL102-29 Implementing
Documents dated November 1. 1991

Dear Sirs and Brothers:

This has reference to the application of Article V "Promotion/
Retention of Seniority" as addressed in the Implementing Documents
effective November 1. 1991, to trainmen who established seniority
prior to November 1. 1985, but who either have not been promoted to
conductor or who relinquished their conductor rights.

"ARTICLE V - PROMOTION/RETENTION OF SENIORITY"

"All trainmen must accept promotion to conductor/
foreman when offered by the railroad. Once promoted,
trainmen, including those already promoted, will not be
permitted to voluntarily relinquish conductor/foreman
rights.

"Except as modified hereby, existing rules and
practices governing promotion continue in effect."

Also, attached is copy of Side Letter #9 to Implementing Document
"A" dated November 1, 1991, in connection with the above cited
Article V.

When scheduled and notified by Superintendent's General Notice, all
non-promoted trainmen will be required to attend examination classes
that will serve as a final opportunity for promotion under pre-
existing conductor promotion rules. In the event any trainman
cannot qualify as a conductor, he may be permitted to continue to
work in train service provided his retention does not result in the
Carrier being required under existing rules to fill or cause to be
filled any position which otherwise would be -409s-

Local Chairmen and Secretaries

Page 2
December 28, 1992

blanked under crew consist agreements.

Any brakeman continued in service under the above conditions who is subject to the provisions of any protective agreement or arrangement will be treated as occupying the conductor position with the highest earnings that his conductor seniority, if it had been established, would have permitted him to hold.

The June 30, 1981 agreement being the most recent agreement concerning conductors promotion, is the "pre-existing" rule directly affected and modified that is referred to in Article V of the Implementing Documents. This current pre-existing rule provided in 1981 a final opportunity for promotion with ranking on the conductors roster "in accordance with their relative seniority as a trainman".

To remain consistent with the pre-existing promotion rules as modified by Article V of the Implementing Document, conductor seniority dates, after successful completion of the examination, for all trainmen now required to take promotion as a result of the Implementation of Article V, will be recognized and established as November 1, 1991, in accordance, among themselves, with their relative seniority standing as trainman on the territory eligible for promotion.

Please post on appropriate bulletin boards for the membership.

If you have any questions on the above please advise.

With kind regards, I remain

Fraternally yours,

/s/

S. B. Rudel
General Chairman
- 409t -

ARTICLE 31

TESTING AIR AND COUPLING AIR

HOSE AT TERMINAL

(a) At all terminals where trains are made up and carmen are employed, the carmen will couple up air hose and test air brakes and see that they are in good working order. Trainmen will confer with carmen and ascertain that air brakes are in good working order before leaving terminals.

(b) Carmen will place backup hose on passenger trains at initial terminals and remove them at final terminals. Passenger trainmen will be required to perform this service, however, at terminals and other points where no carmen are on duty or where carmen fail for any reason to perform the service.

(See MofA 3/16/68 - Article 5 - Air pay for dodgers.)

ARTICLE 32

SELF-PROPELLED MACHINES

A conductor and two brakemen will be assigned to handle self-propelled pile driver when used from station-to-station in the course of usual work; that is, they will be assigned whenever main line movements are necessary in the handling of this machine. When the work performed is wholly within station or yard limits, the work being confined to loading or unloading coal, cinders, scrap, etc., crew will not be necessary. (Also see National Agreement 6/25/64, Article III)

ARTICLE 33

STATION SWITCHING AND CHECKING WAYBILLS

Trainmen will not be required to do any switching at stations, except that shown on switch list furnished by agent immediately upon arrival at station, such switch list to designate where cars are to be found and left. If loads or empties are to be moved, contents, destination and tonnage will be shown on list. At points where yard clerks are maintained they will make consist of trains. (See Letter 4/24/46 - Article 5 - Locals furnished list.)

ARTICLE 34 (Abandoned)

ARTICLE 35

SEATS ON ENGINES

Road engines will be equipped with seat for head brakeman as provided in agreements of November 1, 1937, April 21, 1939, March 24, 1941, and amendment of December 24, 1947, File T-22818, which is reproduced below:

IT IS AGREED:

That all locomotives of the 700 and 900 class, used in freight service, will be equipped with seats in cab of engine, which seats will be 15 inches wide, 16 inches long, 18 inches high, 14 inches from front of seat to first obstruction, with spring cushion, back rest 15 inches high, and arm rest.

This class of engines used in freight service will be equipped with seats herein described on date of next annual inspection on each engine, but not later than December 31, 1948.

The arrangement of these seats will be the same, or equal, to the seats installed on engines 905 and 720 as of November 10, 1947.

ARTICLE XI - LOCOMOTIVE STANDARDS, October 31, 1985 National Agreement

In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

ARTICLE 36

SUPPLYING CABOSES

Trainmen will not be required to equip cabooses with supplies. This rule will not relieve trainmen of responsibility for failure to furnish requisition and see that their cabooses are properly equipped. Cabooses, when available, will be cleaned once a week by car cleaners and will be supplied with water.

MEMORANDUM OF AGREEMENT, November 28, 1958, T-24002-A:

Pursuant to the provisions of Article 7 of the National Agreement of May 23, 1952 (ORC&B) and the National Agreement (BRT) of May 25, 1951, IT IS AGREED:

1. Cabooses may be pooled in through freight and unassigned service over any or all territories, and in local service between Baird and Big Spring. All other regularly assigned local, dodger, cane and work train crews will be assigned regular cabooses.

2. Pooled cabooses will be cleaned at Texarkana, Fort Worth, El Paso, Hollywood Yard, and New Orleans, and will be supplied at any point or points, that might be designated from time-to-time by the carrier, with necessary equipment and supplies, including stationery, sanitary drinking cups in suitable receptacle, sufficient ice, drinking water and heating fuel to make the trip or run. Conductors and trainmen will not be held responsible for leaving a terminal without a full quota of supplies, but will cooperate in observing and reporting any known shortages and in keeping cabooses clean while in their charge.

3. All cabooses used in road service by road crews, will be equipped with one electric light at the conductors' desk, comparable to the lights now in service on cabooses used in T-NM service.

4. Cabooses, whether regularly assigned or in pool service, will be equipped with padded seat and back rest in cupola, two seats on each side of the caboose, one each facing in either direction and not inferior to the one now provided, which consists of moss padding covered with black canvas and tacked around so as to make it stationary.

5. In lieu of facilities that should be furnished to provide accommodations substantially equivalent to those formerly available on cabooses for use by employees, conductors and brakemen used in service on pooled cabooses, as provided herein, will be allowed one cent per mile for each road mile actually run (except for mileage in excess of the actual distance between terminals and/or turning points, such as mileage run doubling hills, making lap back trips, inside turns, turning engines, running for fuel or water), with a minimum allowance of one dollar (\$1.00) for each road trip. The one cent per mile allowance will not be paid for constructive miles or penalty allowances, such as held-away-from-home terminal time, called and not used, runaround, initial and final terminal delay, terminal switching and additional road or yard days paid for but not considered as part of the trip, but, the allowance of one cent per mile will be made to crews for deadhead trips when made from terminal to terminal and/or from terminal to intermediate point when deadheaded for service from such intermediate point to the terminal.

6. Fifteen (15) days' notice will be posted to all concerned, with copy to the Local and General Chairmen, prior to pooling of cabooses on any territory.

7. This agreement shall take precedence over any rules or agreement in conflict therewith and shall remain in effect for one year from date hereof and thereafter subject to change or modification upon thirty (30) days written notice from one of the parties as to the others of desire to change this agreement as provided for in the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, November 28, 1958, T-24002-A:

Referring to Memorandum of Agreement signed at Dallas, Texas, November 28, 1958, pursuant to the provisions of Article 7 of the National Agreement (ORC&B) of May 23, 1952, and the National Agreement (BRT) of May 25, 1951, relating to the pooling of cabooses:

The agreement provides that cabooses will be equipped with one electric light at the conductors desk, comparable to the lights now in service on cabooses used in T-NM service. But due to the time required to provide electric lights, it is agreed that the Carrier, at the expiration of notice served pursuant to Item 6 of the above-referred-to memorandum of agreement, could proceed with the pooling of cabooses on any territory with the understanding that lights provided for in Section 3 will be made available not later than six (6) months from this date.

(Also see MofA 7/30/81 NMB A-10720 - Drinking Water page)

ARTICLE X - CABOOSES - National Agreement October 15, 1982.

Pursuant to the recommendations of Emergency Board No. 195, the elimination of requirements for or affecting the utilization of cabooses, as proposed by the carriers in their notice served on or about February 2, 1981, will be handled on an individual railroad basis in accordance with the following agreed upon procedures and guidelines.

Cabooses may be eliminated from trains or assignments in any or all classes of service by agreement of the parties.

Cabooses in all classes of service other than through freight service are subject to elimination by agreement, or if necessary, by arbitration.

In through freight service, cabooses on all trains are subject to consideration in the negotiation of trains that may be operated without cabooses and there is no limit on the number that can be eliminated by agreement. However, there shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. If arbitration becomes necessary to achieve the 25 percent of cabooses that may be eliminated in through freight service it shall be handled as hereinafter provided.

Section 1. Procedures

(a) When a carrier desires to operate without cabooses in any service, it shall give written notice of such intent to the General Chairman or General Chairmen involved, specifying the trains, runs or assignments, territory, operations and service involved. A meeting will be held within fifteen (15) days from the date of such notice to commence consideration of the carrier's request subject to the guidelines outlined in Section 2 below.

(b) There is no limit on the trains, runs or assignments in any class of service that may be operated without cabooses by agreement. If the carrier and the General Chairman or General Chairmen are able to reach an agreement, the elimination of cabooses pursuant to such agreement may be implemented at the convenience of the carrier.

(c) In the event the carrier and the General Chairman or General Chairmen cannot reach an agreement within sixty (60) days from the date of the notice, either party may apply to the National Mediation board to provide the first available neutral from the panel provided for below.

(d) Within fifteen (15) days from the date of this Agreement, the parties signatory to the Agreement shall agree on a panel of five qualified neutrals and an alternate panel of five qualified neutrals who shall be available to handle arbitrations arising out of this Article. If the parties are unable to agree on all of the neutrals within fifteen (15) days, the National Mediation Board shall appoint the necessary members to complete the panels. If one or more members of a panel becomes unavailable he shall be replaced under this procedure. A neutral shall not be considered available if he is unable to serve within thirty (30) days from the date requested. Should a neutral be requested and none of the panel members is available to begin review of the dispute with the parties within thirty (30) days of such request, the National Mediation Board shall appoint a non panel neutral in such dispute.

(e) The neutral member will review the dispute and if unable to resolve by agreement the neutral member will, within thirty (30) days after the conclusion of the hearing, make a determination on the proposed elimination of cabooses involved in the dispute. The determination of the neutral member authorizing the elimination of cabooses shall be final and binding upon the parties except that the carrier may elect not to put such determination into effect on certain trains or assignments covered thereby by so notifying the General Chairman in writing within thirty (30) days from the date of the determination by the neutral. If a carrier makes such an election it shall be deemed to have waived any right to renew the request to remove the caboose from any such train or assignment covered thereby for a period of one year following the date of such determination.

(f) It is recognized that the operating rules, general orders and special instructions should be reviewed and revised by the carrier, where necessary, to accommodate operations without cabooses. Any necessary revision will be in effect when trains are operated without cabooses.

Section 2. Guidelines

The parties to this Agreement adopt the recommendation of Emergency Board No. 195 that the elimination of cabooses should be an on-going national program and that this program can be most effectively implemented by agreements negotiated on the local properties by the representatives of the carriers and the organization most intimately acquainted with the complexities of individual situations.

In determining whether cabooses are to be eliminated, the following factors shall be considered:

- (a) safety of employees
- (b) operating safety, including train length
- (c) effect on employees' duties and responsibilities resulting from working without a caboose
- (d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist
- (e) availability of adequate storage space in the engine consist for employees' gear and work equipment.

Section 3. Conditions

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

(a) Where suitable lodging facilities for a crew are required and the caboose is presently used to provide such lodging, the carrier shall continue to provide a caboose for that purpose until alternate suitable lodging facilities become available.

(b) Except by agreement cabooses will not be eliminated on certain mine runs, locals and road switchers where normal operations require crews to stand by waiting for cars or trains for extended periods of time and such crews cannot be provided reasonable access to the locomotive or other appropriate shelter during such extended periods.

(c) Except by agreement cabooses will not be eliminated from trains that regularly operate with more than 35 cars where the crews are normally required to provide rear-end flagging protection.

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

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

(f) A carrier may operate a train, run or assignment with a caboose if it so desires despite the fact that it may have the right to operate such train without a caboose.

(g) The conditions and considerations applicable to the elimination of cabooses by agreement of the parties pursuant to this Agreement in each class or type of service shall not be disregarded by the neutral in formulating his award covering a similar class or type service.

Section 4. Through Freight Service

(a) There shall be a 25% limitation on the elimination of cabooses in through freight (including converted through freight) service, except by agreement. The 25% limitation shall be determined on the basis of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981. Trains on which cabooses are not presently required by local agreements or arrangements shall not be included in such count, shall not be counted in determining the 25% limitation, and any allowance paid under such agreements or arrangements shall not be affected by this Article. A carrier's proposal to eliminate cabooses may exceed the minimum number necessary to meet the 25% limitation.

However, implementation of the arbitrator's decision shall be limited to such 25% and shall be instituted on the basis established below. In the event a carrier's proposal is submitted to arbitration, it shall be revised, if necessary, so that such proposal does not exceed 50% of the average monthly number of trains (conductor trips) operated in through freight service during the calendar year 1981.

(b) In the selection of through freight trains from which cabooses are to be eliminated, a carrier shall proceed on the basis of the following categories:

- (i) trains that regularly operate with 35 cars or less;
- (ii) trains that regularly operate with 70 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;
- (iii) trains that regularly operate with 70 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
- (iv) trains that regularly operate with 120 cars or less which are scheduled to make no stops en route to pick up and/or set out cars;
- (v) trains that regularly operate with 120 cars or less which are scheduled to make no more than three stops en route to pick up and/or set out cars;
- (vi) trains that regularly operate with more than 120 cars which are scheduled to make no stops en route to pick up and/or set out cars;
- (vii) all other through freight trains.

(c) The implementation of the arbitrator's decision shall be phased in on the following basis: the carrier may immediately remove cabooses from one-third of the trains that may be operated without cabooses, another one-third may be removed thirty (30) days from the date of the arbitrator's decision and the final one-third sixty (60) days from the date of the arbitrator's decision.

Section 5. Purchase and Maintenance of Cabooses

In addition to the foregoing, a carrier shall not be required to purchase or place into service any new cabooses. A carrier shall not be required to send cabooses in its existing fleet through existing major overhaul programs nor shall

damaged cabooses be required to undergo major repairs. However, all cabooses that remain in use must be properly maintained and serviced.

Section 6. Subsequent Notices

A carrier cannot again seek to eliminate a caboose on a train, run or assignment where the request has been denied in arbitration unless there has been a change in conditions warranting such resubmission. Conversely, where a carrier has eliminated a caboose on a train, run or assignment and the characteristics of that train, run or assignment are subsequently changed in a way that the General Chairman believes cause it to depart from the guidelines, he may propose restoration of the caboose and, if necessary, invoke binding arbitration.

Section 7. Penalty

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

Section 8. Restrictions

The foregoing provisions are not intended to impose restrictions with respect to the elimination of cabooses or in connection with operations conducted without cabooses where restrictions did not exist prior to the date of this Agreement.

- - - - -

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

ARBITRATION BOARD NO. 419

* * * * *

In the Matter of Arbitration *
between *

MISSOURI PACIFIC RAILROAD COMPANY *
THE ALTON & SOUTHERN RAILWAY COMPANY * Re: Findings and Award

and *

UNITED TRANSPORTATION UNION *

* * * * *

Before: Preston J. Moore, Arbitrator

QUESTIONS TO BE DETERMINED:

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

BACKGROUND:

During the last round of national negotiations with the United Transportation Union (UTU), the Carriers, represented by the National Railway Labor Conference (NRLC), proposed national guidelines and procedures to determine the manner in which cabooses could be eliminated. These would be implemented on an individual railroad basis. Binding arbitration would be available in those instances where no voluntary agreement could be reached.

When agreement on all outstanding issues was not reached, the caboose issue, together with other issues involved in the notices of the parties in the last round of negotiations, was presented to Emergency Board No. 195. 1/ After a full and com-

1/ Board 195 appointed by President Reagan on July 21, 1982, consisted of Arnold R. Weber, Daniel Quinn Mills and Jacob Seidenberg.

plete presentation by UTU and NRLC spokesmen concerning the pros and cons of caboose elimination, the Board issued its recommendations.

It is deemed unnecessary to set forth herein that report. Subsequent to the report of Emergency Board No. 195, parties entered into a National Agreement on October 15, 1982 in disposition of all issues which were in dispute, including cabooses.

The Carriers (MP and A&S) served notice on the eleven MP and one A&S General Chairmen to eliminate cabooses in all yard service and all classes of road service. The carriers met with the organization representatives on several dates and failing to reach an agreement, the Carriers requested the National Mediation Board to appoint a neutral pursuant to Section 1(c) of Article X to meet with the parties in an attempt to reach an agreement and to the extent necessary, to conduct arbitration proceedings on unresolved issues.

On April 26, 1984 this arbitrator was appointed by the National Mediation Board to hear this dispute.

Following the appointment of the neutral, formal meetings were held between the neutral and the parties on July 2 and 3, 1984. In accordance with Section 1(e), and after fully considering the requirements of Section 2, 3 and 4 of the National Agreement, and the able and sincere arguments of both parties, the following determination is made.

AWARD

The procedures of Article X Section 1 have been followed; this dispute is properly before the neutral, and the neutral has jurisdiction to make this determination.

ISSUES IN CONTENTION:

Under the terms of the National Agreement, the parties had established that the parties themselves and the arbitrator will consider certain factors. They are (a) safety of employees; (b) operating safety, including train length; (c) effect on employees' duties and responsibility resulting from working without a caboose; (d) availability of safe, stationary and comfortable seating arrangements for all employees on the engine consist; and (e) availability of adequate storage space in the engine consist for employees' gear and work equipment. The parties have agreed that those factors are guidelines, not absolute, and are not conditions. They are subject matters to be considered by the neutral in the event of arbitration.

The issues are resolved as follows:

(a) Seating Arrangements

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

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

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

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

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

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

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

1. worn out, damaged or destroyed in performance of railroad service;

2. stolen while employee is on duty without neglect on part of employee.

(b) Storage Facilities

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

(c) Arbitrary Allowance

The Organization strongly contended that the employees should be entitled to an arbitrary allowance for being required to operate the train without a caboose. It is particularly urged with these carriers because the parties have entered into pool caboose agreements, except on the A&S.

One of the pool caboose agreements provides for an arbitrary when the employee operates his train without an assigned caboose. This matter has been pursued and studied thoroughly. It must be recognized that all previous awards on this subject matter have not provided for an arbitrary. At the same time, it is recognized there was not a pool caboose allowance agreement in effect on such properties.

The Board fails to comprehend that an employee operating without an assigned caboose should be entitled to an arbitrary, when another employee operating without a caboose is not entitled to an arbitrary. Another way of stating the matter is that an employee was entitled to an arbitrary when he was operating with a pool caboose. He no longer is operating with a pool caboose, he is operating without any caboose.

Several Boards have established that an arbitrary is not provided for by the National Agreement. On that basis, the Board finds that an arbitrary is not justified.

(d) End of Train Device

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

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

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

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

(e) Exhaust Fumes from Diesel Units

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

(f) Crews Waiting Extended Periods of Time

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

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

(g) The Use of Radios

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

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179



September 8, 1998

Mr. Sam B. Rudel
General Chairman, UTU
7817 Camelot Road
Fort Worth, TX 76134

Dear Sir:

This is in regard to the recent conference discussions between yourself and Alan Weed of the South Operating staff concerning the large backlog of end-of-train (EOT) device claims and our mutual desire to settle this issue. As you know, the issue revolves around the use of trainmen handling EOTs in connection with their assignments in yards where carmen are on duty.

Therefore, it is agreed:

1. A payment of two (2) hours at the pro rata rate will be allowed to the individual crew member instructed or required to handle an EOT where it has been affirmatively shown that a carman (or other appropriate personnel) was readily available to perform the task. If two (2) employees have made the claim and fail to identify which employee actually handled the device, an allowance of one (1) hour at pro rata rate will be made to each employee.
2. It shall be incumbent upon the claimant(s) to identify the carman (or other appropriate personnel) who was otherwise available to handle the device. Additionally, the claimant(s) must identify the individual that required them to handle the device. The parties agree that merely because a carman is employed or on duty at a particular yard that does not meet the requirement of being available to handle the EOT.
3. The parties further agree that the above guidelines will be used to dispose of all pending claims and all future claims of a similar nature. It is also agreed that this agreement is without prejudice and shall not be cited in future arbitration or negotiations.

If you are agreeable to the above please indicate your concurrence where provided below.

Sincerely,

Catherine J. Andrews
Director Labor Relations
Operating - South

Agreed:

S.B. Rudel
General Chairman, UTU

(h) Riding on the Side or Rear of Cars

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

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

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

AWARD:

Subject to the terms of Article X of the Agreement of October 15, 1982, and the requirements set forth herein, cabooses may be removed from: (1) all through freight trains to the extent of 25% of the total through freight conductor trips for the calendar year 1981; and (2) all yard service and all classes of road service other than through freight service.

Prior to this Award being implemented, the Carriers must revise the operating rules to meet with the requirements of the National Agreement, and further, all employees must be familiar with those rules.

Provided those requirements are met, this Award will be effective August 1, 1984.

/s/ Preston J. Moore, Arbitrator

Dated: August 4, 1984

May 5, 1986

File: T 24002-A
cc: 180

Mr. J. W. Gilbreath
General Chairman, UTU
137 Sheffield

Ft Worth, TX 76134

Dear Mr. Gilbreath:

This refers to your letter of March 3, 1986 regarding the application of the Pool Caboose Agreement of November 28, 1958 as it relates to deadheading.

I first would like to apologize for the late response to your letter. As you know, our files have been on trailers while the offices in Spring have been constructed. We are now located in our new office space with room for our files.

A review of the files in connection with the Caboose Agreement reveals that crews deadheading in pool freight service are entitled to the one cent per mile minimum \$1.00 payment provided they received such payment for last service performed. See Award 2130 of Special Board of Adjustment No. 482 copy attached.

By copy of this letter Timekeeping is advised to make the one cent per mile payment in conformity with this understanding.

Yours truly,

/s/ T. L. Wilson, Sr.
Director-Labor Relations

cc: F. C. Meek
T. B. Holmes

ARTICLE X - CABOOSES - October 31, 1985 National Agreement
Section 1 - Unit And Intermodal Trains

(a) Article X, Section 4, of the October 15, 1982 National Agreement provides for the elimination of cabooses in through freight (including converted through freight) service up to 25% of the base established hereby. The parties agree that in addition to a carrier's rights under such provision and other provisions of said Article X, cabooses may be dis-

continued on unit-type trains (e.g., coal, grain, phosphate) and intermodal-type trains (e.g., piggyback, auto rack, double stack) operated in through freight (including converted through freight) service based on Guidelines and Conditions (Sections 2 and 3 of Article X of the October 15, 1982 National Agreement).

(b) Except as provided in paragraph (a) above, Article X of the October 15, 1982 Agreement remains in effect.

Section 2 - Run-Through Service

In run-through service, a caboose which meets the basic minimum standards of the railroad on which it originated will be considered as meeting the basic minimum standards of the other railroad or railroads on which it is operated.

LETTER AGREEMENT #11, NA October 31, 1985:

This refers to Article X, Caboose of the Agreement of this date.

This confirms our understanding that cabooses may be removed from unit and intermodal trains without further negotiations or arbitration, provided the guidelines and conditions set forth in Sections 2 and 3 of Article X of the October 15, 1982 Agreement, as amended, are complied with.

In application of the 50% limitation in Article X, Section 4, of the October 15, 1982 Agreement, with regard to the number of trains which can be submitted to arbitration, in view of the amendments to such Article made in the Agreement of this date, any unit and intermodal train already submitted to arbitration shall be excluded from such 50%.

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

LETTER AGREEMENT #12, NA October 31, 1985:

This confirms oral advice during our discussions with respect to the carriers' future plans for discontinuance of cabooses under Article X of the Agreement of this date.

The carriers signatory to this Agreement have no plans to, and hereafter will not, cover windows or permanently close doors of cabooses utilized by train service employees, unless otherwise agreed.

The carriers intend to and will comply with the implementation and other provisions of the caboose agreement.

#13
October 31, 1985

JOINT STATEMENT COVERING ARTICLE X OF

THE AGREEMENT OF THIS DATE

This refers to that part of our Agreement of this date dealing with cabooses and the lengthy discussions that addressed our mutual concerns with respect to operations without cabooses.

Our respective concerns have been thoroughly discussed and understood and, therefore, we are mutually committed to the terms and intent of our Agreement.

We also recognize that should a question arise with respect to safety of operations, the Federal Railroad Administration is available to either or both parties for consideration of any such matter.

/s Fred A. Hardin

/s/ C. I. Hopkins, Jr.

President
United Transportation Union

Chairman
National Carriers'
Conference Committee

LETTER AGREEMENT #14, NA October 31, 1985:

This refers to Articles X and XI of the National Agreement of this date permitting certain cabooses and locomotives which meet the basic minimum standards of the home railroad or section of the home railroad to operate on other railroads or sections of the home railroad.

In reviewing the current standards that exist on the major railroads with respect to such cabooses and locomotives, we recognized that while the standards varied from one property to another with respect to various details, the standards on all such railroads complied with the minimum essential requirements necessary to permit their use in the manner provided in Articles X and XI. For example, such minimum standards for locomotives would include a requirement that there area sufficient number of seats for all crew members riding in the locomotive consist.

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

ARTICLE 37

ICE FURNISHED

Crews in through freight, local, dodger, cane and work train service will be supplied with sufficient ice to make the trip or run for which called.

ARTICLE 38

(Abandoned)

ARTICLE 39

BRASSING CARS AND

TAKING ORDERS OVER TELEPHONE

(a) At points where carmen are on duty they will put brasses in cars and relieve trainmen of this work, but when carmen are not available passing trains are not to be delayed waiting for cars to be brassed by carmen. Trainmen will not be required to brass cars set out or picked up at such points, except livestock and perishable freight. Trainmen will not be required to brass cars set out by other trainmen on account of hot boxes.

(b) Taking order over telephone is to be done only in cases of accident or personal injury.

ARTICLE 40

PAYING FOR SUPPLIES

(a) Trainmen will not be required to pay for supplies used in the discharge of their duties, except switch keys and white lanterns and the charge for these will be one dollar each, to be collected at termination of service, if the employe fails to return the articles drawn.

(b) Trainmen will be furnished and/or permitted to use electric lanterns, bulbs and batteries in accordance with agreement of April 18, 1941. (T-13820)

ARTICLE 41

PHYSICAL EXAMINATION

(a) The proper performance of their duties will be considered satisfactory test of the physical ability of all trainmen now in service.

(b) In the qualification of trainmen for employment, age (except minority) will not be taken into consideration if applicant is physically able and otherwise competent to fill the position.

(c) Trainmen who enter the service when examined for bodily defects will be examined in a manner to avoid needless embarrassment.

(d) In the future, men entering service as trainmen shall be able to read and write the English language and will be subject to and required to pass Uniform examination, and will comply with regulations governing the use of standard watches.

See Agreements on Sight, Hearing and Color Perception - T-25459-1, page 117: and Physical Examination Agreement - File 200-127-9, page 122.

ARTICLE 42

EXCHANGE OF RIGHTS AND REMOVAL OF TRAINMEN

TO OTHER TERMINALS

(a) When the company finds it necessary to remove an employe to another Division or Sub-division, said employe will be furnished with free transportation for himself, family and household goods, as far as the law will permit.

(b) The exchange of rights will only be permitted on account of ill health of the individual involved or his family. This understanding to be applied in exchanging from one division to another, or from one seniority district to another, or from one class of service to another, and then only when it has received the approval of the proper officers of the Company and the General Chairman. This in no way to interfere with the borrowing or temporary transfer of men during or just prior to the cane season in Louisiana.

ARTICLE 43

HELD SUBJECT TO ORDERS, ATTENDING, COURT,
GIVING DEPOSITION, AND ATTENDING INVESTIGATION

Held Subject to Orders

(a) When trainmen are held subject to orders they will be paid one day for each calendar day so held.

(b) A trainman, who is required by the Company to serve as a witness at Court, will be paid, for the period of time he is necessarily absent on that account, either the total amount he would otherwise have earned on his regular run during that period, or a minimum day's pay in his class of service for each full calendar day in that period with a minimum of one day, whichever total amount is greater; and, if he is an extra man, when he reports back after such absence, he will stand last out on the board. He will not be paid deadhead pay, but he will be reimbursed for all reasonable and necessary hotel expenses actually incurred in that period on that account, including meals, and, when deadheading at night, including the cost of sleeping car transportation, if receipts are turned in to cover same. (T-30194)

Depositions

(c) Trainmen required to give depositions will be paid as follows:

For four hours or less, one-half day's pay; for more than four hours, one day's pay at the rate for the service in which employe is engaged. Time to begin thirty minutes before the time to report.

(d-1) A trainman, who is required by the company to be present at an investigation as a witness, will be paid, the period of time he is required to remain in attendance, one-eighth of a minimum day's pay at the rate of his last service for each hour or fraction thereof with a minimum of 2 hours in any one calendar day. If he is required to deadhead on this account, he will also be paid deadhead pay on the basis of his last service and, in addition thereto, will be reimbursed for any actual expense. A trainman who necessarily loses earnings from his assignment on this account in an amount in excess of what he would be paid under the foregoing will be paid what he would otherwise have earned on his assignment. The payment provided for in this paragraph will not be made, however, in cases covered by the following paragraph: (T-31662)

(d-2) If a trainman charged has any responsibility in connection with a matter under investigation, the Company will not

be obligated to pay him anything on account of having required him to be present at the investigation. The company will not be obligated to pay anything to those who may be present at an investigation by request of the Committee, or by request of an individual under charge or his representative; nor to pay anything to witnesses required to be present if the Committee or an individual initiates a charge which required an employee to be present at an investigation. (T-31662)

ARTICLE 44

LEAVE OF ABSENCE

Personal

(a) Trainmen will be granted leave of absence for a period not to exceed ninety days, upon making application to the proper officials, when the same can be done without interfering with this Company's business.

(b) Leave of absence will be granted in case of official promotion with the TP, MP, including affiliated lines or with this organization.

It is agreed that, in the interpretation and application of these provisions, the requirement of promotion with this Organization will be satisfied if the employe involved holds or acquires membership and official position in any one of the labor organizations, national in scope, organized in accordance with the Railway Labor Act.

(c) On reasonable notice members of the committee will be granted leave of absence and will be furnished transportation on making application to the proper officer.

Returning From Leave, and Extensions

(d) Except in case of sickness, employe must report for duty to the proper Division officer at the expiration of ninety days' leave of absence. If they desire another leave of absence they must, before the expiration of that time, secure the consent in writing from the proper officer of their organization, and present the same to the proper officer of the Company; the officer of the Company to determine if such additional leave of absence shall be granted. It is understood when accepting leave of absence employes must not enter the service of other railroad companies in any capacity, except as provided in paragraph (e). It is understood that this ruling does not apply to cases under Section (b) and (c) of this article.

Leave Account Reduction of Force

(e) When trainmen are laid off account reduction in force they will retain all seniority rights with privilege of working elsewhere and will not be required to make out new applications; provided they return to actual service within fifteen days from the date their services are required. Trainmen cut off account reduction in force will furnish the Local Officers and Local Chairman their address and advise in writing of any changes therein. Trainmen failing to report for service within fifteen days when notified to do so will forfeit their seniority rights. The railway will not be penalized for their failure to notify under this rule but will furnish the Local Chairman a copy of notice of recall to service.

(f) Any employe, who is a candidate for an elective public office, will be granted leave of absence for the purpose of campaigning in his own behalf. Any employe who is elected to public office will be granted such leaves of absence as are needed to enable him to fill the office to which elected. Any employe who is appointed to the Interstate Commerce Commission, Railroad Adjustment Board, National Mediation Board, or National Railroad Adjustment Board, will likewise be granted such leaves of absence as may be needed to enable him to fill the office to which appointed.

(g) Except as provided in sections (b) and (f) of this Article, an employe, whose seniority entitles him to work, will not be allowed to be off work for the purpose of engaging in any other employment, trade or profession, except by special agreement between the organization and the carrier. (T-30271)

LETTER, October 11, 1960, T-32317:

This is in reference to your letter of July 7, and our conference October 6, concerning:

"Claim of the Brotherhood of Railroad Trainmen that Yardman R. C. Mohr, employed Fort Worth Yard, was removed from service of the carrier, May 11, 1960, in violation of and in contravention of Article 19, paragraph (a), of the Agreement governing yardmen employed by the respondent, and that he therefore should be compensated for all time lost as result thereof."

We had a thorough discussion of the application of paragraphs (f) and (g) of Article 17 Yardmen's Agreement, and Article 44 Trainmen's Agreement. It was agreed that, in any future case where the carrier or the organization has advice that an employe is working elsewhere in violation of paragraphs (f) and (g) of Article 17 (Yardmen's) or Article 44 (Trainmen's Agreement), the party receiving such information will notify the other party, and the parties will make an informal investi-

gation; and if it is found that the employe has been working elsewhere in violation of the agreement, the parties will agree that the employe's seniority and employment rights under the working agreement be terminated without the necessity of holding a formal investigation. It was also agreed that if the parties are not in agreement that the employe was in violation of the agreement then a formal investigation will be held in accordance with the investigation rule of the agreement involved.

MEMORANDUM OF AGREEMENT, March 1, 1984:

IT IS AGREED THAT Article 17 Yard Agreement and Article 44 Road Agreement will be applied as follows:

An employe in the service absenting himself for more than (30) days will lose his seniority except that:

(1) He may secure proper leave of absence agreed to between the Superintendent and the Organization.

(2) He may be off on account of sickness or personal injury.

The continuity of a lay-off will not be broken except by the performance of compensated service after reporting for duty.

This agreement becomes effective March 1, 1984, and shall remain in effect until changed, modified or cancelled under the terms of the Railway Labor Act, as amended.

ARTICLE 45

HELD FOR TIME

(a) When a trainman is discharged or leaves the service of the Company, he will not be held for his time to exceed five days. Should he be held beyond the expiration of five days he will be paid for all time, including time held, at rate of 100 miles per day, as well as expenses.

SERVICE LETTER

(b) A trainman leaving the service of the Company will be given a letter by the Division Superintendent, stating his time of service, capacity in which employed, and cause for leaving the service.

ARTICLE 46

SENIORITY LISTS

Division superintendents will furnish each General and Local Chairman an official seniority list June 1st, each year.

ARTICLE 47

INVESTIGATION AND DISCIPLINE

(a) No trainman will be suspended or discharged nor will unfavorable entries be made against his record without just and sufficient cause. In case a trainman is taken out of service for alleged cause he will be given an investigation and shall have the right to have his representative present to examine witnesses testifying at the investigation.

In all cases involving discipline, following formal investigation, a decision will be rendered in writing within ten (10) days after the completion of the investigation. (T-15358-1)

(b) If found guilty and verdict of suspension is rendered, it shall be for a given length of time and the trainman so notified in writing. Time of suspension to begin at time trainman is relieved from duty. If not guilty, he shall be paid for all time lost.

(c) When a trainman is brought to trial for any offense the charge shall be specific and he and his committeeman shall have the right to produce witnesses to testify in his defense at such investigation, and to examine all papers and to question all persons giving evidence in his case. The committee will be furnished a copy of investigation on request.

(d) A trainman who feels that he has been unjustly dealt with shall have the right to appeal to his superior officer within ten (10) days, whether in person or through the committees together with the Local or General Chairman, or both; if found not guilty, he shall be reinstated and paid for all time lost.

(e) In the handling of grievances, including time claims, the chairman will inform the officer rendering decision within a reasonable time when a decision is accepted; in the event question in dispute has been handled with the officer having final authority, and his decision is not acceptable, the chairman will so notify him of this fact within reasonable time.

(Written Notice of Investigation. See Award #29-PLB 2443)

ARTICLE IX - INTERDIVISIONAL SERVICE - October 31, 1985 National Agreement

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

Section 1 - Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 - Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

(a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.

(b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily, rate of pay in effect on October 31, 1985 by the number of miles encompassed in the basic day as of that date. Car scale and weight-on-drivers additives will apply-to mileage rates calculated in accordance with this provision.

(c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(d) On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

(e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 - Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis-operation will not be applicable to runs which operate through home terminals.

Section 4 - Arbitration

(a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by the carrier. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 - Existing Interdivisional service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 6 - Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Agreement.

Section 7 - Protection

The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Article.

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This Article shall become effective November 1, 1985 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date. Article XII of the January 27, 1972 Agreement shall not apply on any carrier on which this Article becomes effective.

LETTER AGREEMENT #10, NA October 13, 1985:

This confirms our understanding with respect to Article IX, Interdivisional Service of the Agreement of this date.

On railroads that elect to preserve existing rules or practices with respect to interdivisional runs, the rates paid for miles in excess of the number encompassed in a basic day will not exceed those paid for under Article IX, Section 2(b) of the Agreement of this date.

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

INTERDIVISIONAL RUN - MINEOLA-HOLLYWOOD, YARD

MEMORANDUM OF UNDERSTANDING, April 20, 1929:

In the assignment of crews between Mineola Yard and Hollywood Yard it is understood that they will be handled on the two-to-one ratio; that is, first crew from Shreveport Subdivision, then two crews from the Mineola Subdivision, etc.

Also that crews assigned from the Shreveport Subdivision will be permitted to lay off at Hollywood Yard and the jobs filled from the Shreveport Subdivision extra board.

Vacancies on crews other than Louisiana Division crews in the Mineola-Hollywood assignment, to be filled from the Mineola extra board.

Louisiana Division men assigned to this pool not to be permitted to lay off at Mineola except in emergency, and will report for duty at Hollywood Yard.

In emergency when Louisiana Division men lay off at Mineola Yard, vacancies to be filled from the Mineola extra board - man or men filling such vacancies to work to Hollywood Yard and there be relieved by Louisiana Division men, and the Mineola man or men to be deadheaded back to Mineola Yard.

In case the number of crews assigned between Mineola and Hollywood is increased, and any proportion of the increase falls to the Louisiana Division men, such men deadheading from Hollywood Yard to Mineola Yard for the purpose of increasing the assignment will do so without pay for deadheading.

Should the number of crews be reduced at Mineola Yard, and such reduction include Louisiana Division men, such Louisiana Division men as are relieved at Mineola will be required to report to the Shreveport extra board - regular rules covering deadheading to govern.

In case Fort Worth Division man in the pool between Mineola Yard and Hollywood Yard is relieved at Hollywood Yard in emergency by reason of sickness, etc., such vacancy will be filled from the Hollywood Extra Board, and the man or men relieved at Mineola Yard on arrival and deadheaded back to Hollywood Yard - deadheading rules to apply.

In the operation east of Mineola, it is oftentimes necessary to run turns between Mineola and Marshall, or between Mineola and Big Sandy, etc. Agreed that in this event Mineola-Texarkana pool crew will do the work, and when there are no Mineola-Texarkana pool crews in Mineola the crew will be made up from the Mineola extra board, and in case the extra board is depleted then a Mineola-Hollywood crew will be used.

Handling of light engines. All light engines to be broken in and manned from the Mineola extra board, except when the Mineola extra board is depleted conductor from the Hollywood-Louisiana Division Board will be used.

Same handling to apply in connection with messenger service - engines under steam.

WORK TRAINS. Temporary work trains to be called in the following manner.

Should the contemplated work be between Marshall and Jefferson, for example, crew should be called from the Mineola-Texarkana assignment. If, however, it is necessary during the course of the work to run this crew east of Marshall, no objections would be interposed.

In the event the contemplated work be between Mineola and Hollywood, crew will be called from the Mineola-Hollywood assignment, and can be used between Mineola and Texarkana should it become necessary during the course of the work to run the crew in that direction.

It is also understood that we will continue our practice of using first crew available in the handling of wrecking derricks.

Assigned work trains to be bulletined to cover the territory over the entire district except, should it be necessary to assign a work train between Hollywood Yard and Marshall then Shreveport Subdivision men will be entitled to this work.

LOCAL SERVICE. At the present time there is one local crew operating in the territory between Hollywood Yard and Longview Junction, tri-weekly. It is the desire of the Committee that an engineer, fireman, conductor and two brakemen should come from the Shreveport Subdivision, and one brakeman from the Fort Worth Division; it being understood that Shreveport Subdivision crew would be furnished on local out of Hollywood Yard west regardless of where the terminus of that run might be. These men to be relieved when laying off at Hollywood Yard and their places filled from the extra board at that point.

Should additional local service be installed out of Shreveport the entire crew would come from the Fort Worth Division.

EXTRA PASSENGER WORK. Agreed that in extra passenger service, when extra passenger conductor is used, he will be run from Fort Worth to Marshall, Marshall to Alexandria, etc.; engineer, fireman and brakeman Fort Worth to Mineola, Mineola to Marshall, Marshall to Alexandria, or vice versa.

If necessary to bring about an adjustment of extra service, it will be permissible to transfer extra firemen or brakemen, as required, from Shreveport Subdivision to Mineola Extra Board for the period necessary to effect the adjustment.

MEMORANDUM OF AGREEMENT, August 15, 1940, modifying Memorandum of Understanding of April 20, 1929, as follows:

It is agreed to modify the Memorandum of Understanding of April 20, 1929, pertaining to the assignment of brakemen in both pool and local freight service on the district Mineola-Hollywood Yard by providing for a division of work on a basis of the actual mileage run on the respective seniority districts, i. e., Hollywood Subdivision brakemen to get credit for 34.26 per cent as against 65.74 percent due Mineola Subdivision brakemen, these percentages arrived at by recognizing that Hollywood Subdivision is entitled to 37 miles as against 71 miles due Mineola Sub-Division.

At the present time there are two locals assigned between Mineola and Hollywood Yard, no pool freight crews. Four Mineola Subdivision brakemen and two Shreveport (Hollywood Yard) Subdivision brakemen assigned on these two locals.

Effective as of July 1, 1940, Mineola Subdivision brakemen were assigned to the first pool crew and Hollywood Subdivision to the second pool crew.

Effective as of August 1, 1940, if and when there are assignments in pool freight service, a Mineola Subdivision brakeman will be assigned to the Hollywood Subdivision crew for a stated period, to be determined by the local and/or general chairman, necessary to effect adjustment in keeping with the above outlined percentage following which, the Hollywood Subdivision brakemen will be reassigned to the second crew.

It being understood one Hollywood Subdivision brakeman will be assigned to the second crew continuously.

These adjustments once inaugurated will be made quarterly thereafter. The Organization's representative to determine and indicate when and for what period the position of brakeman on Hollywood crew will alternate between their respective districts.

This basis of assignment will continue as long as there are but two crews in this pool. In the event of additions in the number of crews assigned or restoration of lap-over local service, the work will be divided on the same percentage ratio of 65.74 to Mineola Subdivision, as against 34.26 to Hollywood Subdivision, making such modification or alteration in the set-up here established as may be necessary in dealing with the situation existing.

Mineola Subdivision brakeman deadheading to Hollywood Yard, or Hollywood Subdivision brakeman deadheading to Mineola Yard, to take service on the date the job alternates from brakeman of one division to brakeman of the other, will deadhead without

expense to the Company. Deadhead rules to apply to the brakeman relieved, if necessary to deadhead to their home terminal after completing the service period allotted to their division.

MEMORANDUM OF UNDERSTANDING, November 29, 1944, T-8507:

This Memorandum of Understanding supersedes the Memorandum of Understanding dated September 1, 1944, file T-8507, in reference to discussion involving the joint crew assignment agreement of April 20, 1929, and in lieu thereof the following Interpretation becomes effective as of this date, November 29, 1944:

In the crew assignment east of Mineola Yard, crews and/or extra trainmen and enginemen in the Mineola-Hollywood interdivisional movement, may be turned back from any intermediate station.

Without prejudice to the accepted fact that Marshall has been discontinued as a freight terminal for crews operating east of Mineola in the separate Mineola-Texarkana and Mineola-Hollywood freight pools, freight crews used in emergency out of Marshall off the district to which assigned will close the trip, either working or deadheading, and begin a new trip at Marshall.

When an additional crew is used from Mineola to Hollywood Yard, they will work and be paid same as an assigned crew in interdivisional pool.

When a crew or extra men cannot be made available at Hollywood Yard from Mineola, crew from Mineola may be used under same conditions as an assigned crew in interdivisional pool, except will close and begin a new trip from Marshall. If not turned back and are used into Mineola, such crew will be deadheaded from Mineola.

If known at calling time at Hollywood Yard that crew will turn at Marshall, interdivisional crew will not be used - Hollywood crew will be called.

This does not supersede or in any manner interfere with other provisions of the Agreement of April 20, 1929.

NORTH LITTLE ROCK/MINEOLA INTERDIVISIONAL SERVICE

Pursuant to Carrier's notice of September 17, 1986, served under the provisions of Article IX of the UTU National Agreement of October 31, 1985, to establish interdivisional freight service between North Little Rock, Arkansas, and Mineola, Texas,

IT IS AGREED:

1. Interdivisional freight service will be established between North Little Rock, Arkansas, and Mineola, Texas. Texarkana will be discontinued as an away-from-home terminal and crew change point for crews used in this interdivisional service.

2. Service in this interdivisional crew district will be protected by a pool of chain gang freight crews from the Arkansas and Mineola Seniority Districts who will share in manning the runs on an equal basis. The method of prorating the mileage of the runs established as between seniority districts will be worked out between the Local Chairmen and Superintendent with the approval of the General Chairmen and Directors of Labor Relations. To assist in the proration of miles, the Carrier will provide each General Chairman and Local Chairman with mileage statements showing the number of trips and mileage made each calendar month by the crews manning these turns.

3. North Little Rock, Arkansas is designated as the home terminal and Mineola will be the away-from-home terminal for Arkansas Division crews. Mineola, Texas is designated as the home terminal and North Little Rock as the away-from-home terminal for Mineola crews.

4. All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985, by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.

5. The points for going on and off duty will be those presently used at North Little Rock and Mineola by pool freight crews.

When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty

points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

6. On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

7. In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on loner runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$4.15 for the trip.

8. Employees will not be required to lose time nor to ride the railroad on their own time without pay for the purpose of learning the road between North Little Rock and Mineola.

9. Investigations involving employees in this interdivisional service will be held at such time and places as will cause as little travel, inconvenience, and loss of time as practicable to all employees involved. If attendance at an investigation requires an employee to travel to any point away from his home terminal or to a point off his seniority district, deadhead mileage over that portion of the run where he formerly held no rights will be paid. Compensation for time lost or time for attending the investigation or hearing will be determined under existing agreement rules, provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation shall be included in computing loss of earnings.

In the event the investigation lasts more than one day, the provisions of Article II (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, will apply.

10. Crews assigned in this operation will not be used in turnaround service out of either terminal to an intermediate point, or from one intermediate point to another intermediate point, except when necessary to turn back account line becoming impassible.

When tied up on line of road between terminals, crews in this service will be deadheaded or towed to the terminal to which headed immediately after being tied up. If the relief crew, tow train or transportation in the form of a company vehicle, taxi cab, etc., does not arrive at the point tied up within one hour of the time tied up, a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

11. Crews in this service will not be used in work or construction service. Such work will be confined to the individual seniority districts under applicable agreements. Wrecker trains will be manned by crews from the seniority district on which the wreck occurs, except in case of emergency where a wrecker from the other seniority district is used, a crew from the seniority district on which the wreck does not occur may handle wrecker to and work at the wreck until a crew (which will be sent promptly at the time the crew is called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the crew handling the wrecker, the crew entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other crew began operation.

12. When necessary to send a crew to bring in one of the trains in this service, because of tying up between terminals, an extra crew from the objective terminal of the train tied up will be used. In the event an extra crew is not available to be sent from the objective terminal, an extra crew will be sent from the other terminal to handle the train to the objective terminal after which such crew will be deadheaded back to their home terminal.

13. Transportation to and from lodging facilities will be furnished at no expense to the employees where distance and/or other considerations justify. Disputes as to distance and/or other considerations, not settled locally, will be handled between the General Chairman and the Director of Labor Relations.

14. After this service has been in effect thirty (30) days if there are any difficulties with the above arrangements, the parties will promptly confer in an attempt to resolve same.

15. The Service provided for herein may be established by the Carrier upon ten (10) days' written notice to the Organization.

Dated at St. Louis, Missouri, this 29th day of January, 1987.

LETTER AGREEMENT, February 4, 1987, 013-23-41-IR(34):

This refers to the Agreement establishing interdivisional freight service between North Little Rock, Arkansas and Mineola, Texas.

The Organization expressed concern with the effect deadheading could have on the earnings of crews assigned to the service in the event a crew is called for a disproportionate number of deadhead trips in a payroll period.

It was agreed that if this becomes a problem, the parties will promptly meet upon request of the organization for the purpose of working out a more satisfactory method of rotating crews when deadheading is required.

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

LETTER AGREEMENT, August 19, 1989, 920-17:

This refers to the Agreement dated January 29, 1989, signed at St. Louis, Missouri, and our Letter Agreement dated February 4, 1987, establishing interdivisional freight service between North Little Rock, Arkansas and Mineola, Texas.

At meeting held Thursday, July 6, 1989, in North Little Rock, it was agreed the mechanics of this Agreement would be implemented formally on August 1, 1989, as follows:

1. To minimize deadheading and away-from-home-terminal layovers and also achieve an equalization of miles, up to three (3) crews from either terminal may be used in succession before a crew from the other terminal is used. The 3-to-1 ratio is not to be exceeded unless no rested crews from the other pool are available. Should the Carrier need to exceed the three as referred to above, the Local Chairman will be notified and will be handled in accordance with each respective committee's claims handling agreements.
2. If a crew deadheads a disproportionate number of times within provisions as set forth below, such crew will be made whole as if they actually made the run.

The proration will be the number of deadheads divided by the number of crews ran that month.

EXAMPLE:

27 deadheads divided by 9 crews = 3 deadheads per crew

28 deadheads divided by 9 crews = 4 deadheads per crew

3. In order to regulate the number of deadheads in an equitable manner, crews deadheading may run around other crew with no penalty.
4. Deadheading will be done other than by train.

This Agreement will be effective August 1, 1989, and will terminate upon receipt of a fifteen (15) day cancellation notice by any party signatory one upon the other; however, the parties agreed to meet prior to serving such cancellation notice if the above Agreement proves to be unworkable.

This Agreement shall prevail should any provisions of the original January 29, 1987 Agreement conflict with this Agreement.

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

INTERDIVISIONAL RUN - FORT WORTH-BIG SPRING

MEMORANDUM OF AGREEMENT, April 26, 1969, Effective May 16, 1969,
File 308-66:

SECTION I

Pursuant to National Agreement of May 23, 1952, with the BLF&E and the ORC, and National Agreement of May 25, 1951, with the BofRT, this agreement is to permit the operation and provide for the manning of through freight trains between Fort Worth and Big Spring, Texas, through Baird without changing crews.

SECTION II

Crews operating as described above will be paid on a time and mileage basis at the rate applicable to the basic day.

SECTION III

(a) Fort Worth will be the home terminal for crews of the Fort Worth Baird seniority district, and Big Spring will be the home terminal for crews of the Big Spring-Baird seniority district. Employees in this service shall accrue seniority only in their home district.

(b) The rotation of crews in this service shall be in accordance with the attached schedule (Attachment A) which contemplates three trains each way daily. The number of crews will be adjusted in accordance with the number of trains ordinarily operated, and the rotation shall follow the pattern set forth in Attachment A, regardless of the number of crews in the pool.

When it is necessary to run a made up crew on a through freight train over this territory the crew so used will be deadheaded back to the home terminal unless there is another extra train for them to operate back to their home terminal.

(c) At intervals specified by the respective organizations signatory hereto, employes will be allowed to run off miles to properly pro-rate mileage between the two seniority districts involved.

SECTION IV

If a crew in this service is held for tonnage at any intermediate station thirty (30) minutes, they shall be paid on the minute basis at the applicable pro rata rate for all time so held. If required to perform station and/or industrial switching between terminals, actual time at pro rata rates, with a minimum of thirty (30) minutes will be allowed therefor.

These crews will also be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate for each intermediate station in excess of two (three for trains now designated #120 & 121) where they are required to set out and/or pick up cars. Crews in this service will not be required to set out or pick up cars at Baird. These crews will not be required to move cars from one intermediate point to another intermediate point of their runs, except that it will not be a violation of this provision for such crews to move cars between major points of their runs, e.g., set out at Sweetwater and/or Abilene cars picked up at Roscoe; set out at Roscoe cars picked up at Abilene and/or Sweetwater. The several payments provided for in this section IV are to be made separate and apart from other earnings of the trip, and time consumed in switching, setting out and picking up as referred to herein will be counted in computing time under the respective conversion rules. Setting out bad order cars will not count as a set out under this Agreement.

SECTION V

(a) Wrecker trains will be manned by engine and train crews from the seniority district on which the wreck occurred, except in case of an emergency, where a wrecker from the other seniority district is used, and engine and train crew from the seniority district on which the wreck did not occur may handle the wrecker to and work at the wreck until an engine and train crew (who will be sent promptly at the time the engine and train crew is called for the wrecker) from the seniority district on which the wreck occurred reaches the wreck. If there is a failure to relieve the crew handling the wrecker, the crew entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other crew began operation.

(b) Crews in this interseniority district service will not be used in work, construction or local service. Such work will be confined to the individual seniority districts under applicable agreements.

SECTION VI

Employes will not be required to lose time in breaking in and learning the road over the route described herein. Neither will they be required to ride the road on their own time for this purpose without pay. The qualifying of employes over this route will be worked out at the local level between carrier officers and the employes involved. The carrier officers will afford full cooperation to the employes qualifying for this service.

SECTION VII

Reasonable requests by these crews to eat on line of road will be granted. For each trip on which no member of the crew delays one of these through freight trains to eat, each member of said crew will be allowed an additional amount equal to prevailing meal allowance in addition to other earnings on the trip.

SECTION VIII

This Agreement signed at Fort Worth, Texas, this 26th day of April 1969, becomes effective May 16, 1969, superseding any rule, agreement or practice in conflict herewith, and may be automatically cancelled by one party giving sixty (60) days' written notice to the other, provided such notice is served within the first year of the operation herein described. If such sixty (60) day notice is not served within said one-year period, this agreement will thereafter be subject to change under the provisions of the Railway Labor Act. In event of cancellation, the operation between Fort Worth and Big Spring shall be subject to the rules and practices in effect on May 15, 1969.

Side Letters to Baird Run-Thru Agreement, dated April 28, 1969:

This will confirm understanding in connection with the Baird run-through agreement that when an extra crew is used to man an extra train from Fort Worth or Big Spring to the opposite terminal, such crew will not be held at the away-from-home terminal excessively in contemplation of an extra train which might be run in the opposite direction. The agreement provides that such crew may be used on a return extra, but this means an extra which is imminent and not one which is conjecture.

* * * * *

This will confirm understanding in connection with the Baird run-through agreement that the carrier will furnish and keep well supplied the best cabooses we can find in this through service.

This will also confirm that the engines used in this service will be kept clean, including the toilet facilities, and that a supply of water for flushing purposes will be afforded. In the event the flushing mechanism is out of order on some of the units in this service, they will be repaired as quickly as time permits until all of them have been repaired. In this connection we solicit the cooperation of the employes in helping to keep the cabooses and engines clean.

* * * * *

This confirms understanding in connection with the Baird runthrough agreement that the Carrier will make diligent effort to have the people involved in making up trains and calling crews to call them in such manner at both Fort Worth and Big Spring, that the least possible delay will be incurred in moving the trains after the crews go on duty.

* * * * *

This will confirm understanding in connection with the Baird run-through agreement that when a Big Spring crew runs around a Big Spring crew, or a Fort Worth crew runs around a Fort Worth crew on line of road, such crews will be placed back in their proper standing after arrival at their home terminal.

It was understood this arrangement is optional and will not be put in effect until you have filed written request for it with this office, with copy to the General Manager.

* * * * *

This will confirm understanding in connection with the Baird run-through agreement that any time it is apparent that a crew was held at a point in advance of a station where they would otherwise have received payment under the "held for tonnage" provisions of Section IV, the crew will be allowed pay for such delay as through held at the point where the tonnage was received.

* * * * *

This will confirm understanding in connection with the Baird run-through agreement that during the hours no downtown restaurant is open at Big Spring, the Carrier will make satis-

factory arrangements for Fort Worth crews arriving and leaving Big Spring to eat during such hours.

* * * * *

This confirms understanding in connection with the Baird runthrough agreement that when one of these through trains performs station or industrial switching at a station and picks up or sets out cars at the same station, this will invoke the payment for station or industrial switching as well as count as a set out and/or pick up point under Section IV of the agreement.

* * * * *

This will confirm understanding in connection with the Baird run-through agreement that the Carrier will furnish you mileage sheets of actual miles run by crews in this service by the 10th of each month, for the previous month.

* * * * *

Side Letter dated May 13, 1969:

This will confirm understanding in connection with the Baird run-through agreement that an extra employe will be used in the event crews are sent to relieve the crew that is tied up under Hours of Service Law.

Extra employes will be used under Section V of the Baird Run-Through Agreement when practicable.

* * * * *

LETTER, November 19, 1969:

This refers to letter of April 28, 1969, File A 308-66, stating in part:

"This will confirm understanding in connection with the Baird run-through agreement that when a Big Spring crew runs around a Big Spring crew, or a Fort Worth crew runs around a Fort Worth crew on line of road, such crews will be placed back in their proper standing after arrival at their home terminal."

As requested in your letter of November 12, 1969, to confirm a telephone conversation on this matter, this is our official request that the above-referred-to arrangement be made effective November 10, 1969.

* * * * *

Day of Operation	WESTBOUND	EASTBOUND
	Ft. Worth - Big Spring	Big Spring - Ft. Worth
1	F. W. 1	B. Sp. 1
	F. W. 2	B. Sp. 2
	F. W. 3	B. Sp. 3
2	B. Sp. 1	F. W. 1
	B. Sp. 2	F. W. 2
	B. Sp. 3	F. W. 3
3	F. W. 4	B. Sp. 4
	F. W. 5	B. Sp. 5
	F. W. 6	B. Sp. 6
4	B. Sp. 4	F. W. 4
	B. Sp. 5	F. W. 5
	B. Sp. 6	F. W. 6
5	F. W. 1	B. Sp. 1
	F. W. 2	B. Sp. 2
	F. W. 3	B. Sp. 3
6	B. Sp. 1	F. W. 1
	B. Sp. 2	F. W. 2
	B. Sp. 3	F. W. 3
7	F. W. 4	B. Sp. 4
	F. W. 5	B. Sp. 5
	F. W. 6	B. Sp. 6
8	B. Sp. 4	F. W. 4
	B. Sp. 5	F. W. 5
	B. Sp. 6	F. W. 6
9	F. W. 1	B. Sp. 1
	F. W. 2	B. Sp. 2
	F. W. 3	B. Sp. 3
10	B. Sp. 1	F. W. 1
	B. Sp. 2	F. W. 2
	B. Sp. 3	F. W. 3
11	F. W. 4	B. Sp. 4
	F. W. 5	B. Sp. 5
	F. W. 6	B. Sp. 6
12	B. Sp. 4	F. W. 4
	B. Sp. 5	F. W. 5
	B. Sp. 6	F. W. 6

Attachment "A"

LETTER AGREEMENT, August 28, 1989, 110-6:

(RE: Letter Agreement No. 8)

This refers to our telephone discussion of August 24, 1989 regarding post merger operations of pool freight service between Ft. Worth, Texas and Chickasha, Oklahoma.

In addition to applying Section 2 of Article IX of the October 31, 1985 National Agreement to present employes, we further agreed to apply the following guarantee to present employes regularly assigned in this service:

1. (A) Regular assigned conductors in this service will be guaranteed \$1,940.22 per pay period which equates to 1800 miles at the conductor's basic local rate of pay.
(B) Regular assigned brakemen in this service will be guaranteed \$1,807.03 per pay period which equates to 1800 miles at the brakeman's basic local rate of pay.
2. Employes assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period.
3. Employes laying off, missing call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
4. All earnings, excluding penalty time claims, received by employes assigned to this service will be used in computing the employes guarantee.
5. These pay period guarantees will be subject to general wage increases.
6. The number of pool turns assigned in this service shall be determined by the Carrier.

This agreement will become effective on the date the UP/MKT merger is implemented and may be cancelled by either party giving a five (5) day written notice to so cancel to the other party.

LETTER AGREEMENT, August 28, 1989, 110-6:

(RE: Letter Agreement No. 8)

This refers to our telephone discussion of August 24, 1989 regarding post merger operations of pool freight service between Ft. Worth, Texas and McAlester, Oklahoma.

In addition to applying Section 2 of Article IX of the October 31, 1985 National Agreement to present employes, we further agreed to apply the following guarantee to present employes regularly assigned in this service:

1. (A) Regular assigned conductors in this service will be guaranteed \$1,940.22 per pay period which equates to 1800 miles at the conductor's basic local rate of pay.
- (B) Regular assigned brakemen in This service will be guaranteed \$1,807.03 per pay period which equates to 1800 miles at the brakeman's basic local rate of pay.
2. Employes assigned for less than a pay period will have their guarantee pro rated proportionate to the number of full days they are assigned to this service during the pay period.
3. Employes laying off, missing call or not available for service will have their guarantee reduced by the amount they would have earned had they worked their assignment, with a minimum reduction of one guaranteed day for each day missed.
4. All earnings, excluding penalty time claims, received by employes assigned to this service will be used in computing the employes guarantee.
5. These pay period guarantees will be subject to general wage increases.
6. The number of pool turns assigned in this service shall be determined by the Carrier.

INTERDIVISIONAL RUN - FORT WORTH-AT&SF SWEETWATER

MEMORANDUM OF AGREEMENT, October 1, 1976, File 200-228:

Pursuant to the provisions of Article XII, Section 1, of Mediation Agreement A-8830, effective January 27, 1972, between the United Transportation Union and the National Carriers' Conference Committee, IT IS HEREBY AGREED:

1. Interdivision pool freight service will be established between Fort Worth and AT&SF Sweetwater, Texas, through Baird. Fort Worth will be the home terminal and AT&SF Sweetwater the Away-From-Home Terminal.

2. At Fort Worth, the Crest Yard Office will be the on and off duty point. The AT&SF Passenger Depot at Sweetwater will be the on and off duty point for crews in this service.

3. The provisions of the Agreement effective May 16, 1969, (run-through) providing for operation Fort Worth to Big Spring and Letters of Understanding where applicable will apply.

4. Crews deadheading under orders of the Carrier will be paid actual miles with a minimum of 50 miles at the rate of last service performed.

5. Final terminal delay at AT&SF Sweetwater will start at the time engine passes switch (AT&SF) at entrance to U.S. Gypsum plant.

LETTER AGREEMENT, October 7, 1976, File N 200-228:

This will confirm understanding in connection with runs between Fort Worth and AT&SF Sweetwater.

It is our understanding that cabooses in this service will be fully supplied and serviced by the Santa Fe at Clovis, New Mexico. However, in the event problems arise due to needing supplies on cabooses such as drinking water, etc., we will meet and resolve the foregoing matter.

Conductors and trainmen residing in Big Spring area desiring a two-hour call will notify the Carrier and same will be furnished, if possible, and if requested, lodging and meals will apply to these crews at Fort Worth instead of Sweetwater.

When the engine crew is required to take engine off or put engine on train at AT&SF Sweetwater and the head brakeman accompanies the engine crew, he will be allowed a 45-minute arbitrary at the pro rata rate separate and apart from other earnings.

INTERSENIORITY DISTRICT LOCAL SERVICE

FORT WORTH - ABILENE

MEMORANDUM OF AGREEMENT, December 12, 1975, Files N 321-14, 308-66:

Pursuant to the provisions of Article XII, Section 1 of Mediation Agreement A-8830, effective January 27, 1972, it is agreed that interseniority district local freight service will be established between Fort Worth and Abilene, Texas, through Baird.

- (1) The Carrier will initially operate tri-weekly local freight service between Fort Worth and Abilene. Fort Worth will be the home terminal and the layover point for this service.
- (2) Abilene will be the away-from-home terminal and suitable lodging will be provided at that point. The Depot at Abilene will be the on and/or off duty point for crews in this service.
- (3) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (4) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.
- (5) Crews will be allowed a \$2.00 meal allowance after four hours at the away-from-home terminal and another \$2.00 allowance after being held an-additional eight hours.
- (6) The practice now in effect regarding local crews stopping to eat will not be changed by this agreement. Reasonable requests by crews on line of road will be granted. For each trip on which no member of the crew delays the train to eat, each member of such crew will be paid an allowance of \$2 for the trip.
- (7) Employes in the service as of the date of this agreement will not be required to lose time in learning the territory covered.
- (8) The Carrier shall maintain records of all trips run in this service. Such account of records will be furnished to the Local and General Chairman monthly so that a proper proration of mileage may be maintained.

INTERDIVISIONAL RUN - DEQUINCY-NEW ORLEANS

MEMORANDUM OF AGREEMENT, September 24, 1966, File 500-5-14-LF, 30458-C:

IT IS AGREED:

1. There shall be established a pool of freight crews composed of employes of the Missouri Pacific (hereinafter called MP) and employes of The Texas and Pacific (hereinafter called T&P) to operate the trains presently known as Trains 94 and 95. These trains and crews shall operate via MP DeQuincy to Livonia and T&P Livonia to New Orleans and vice versa, in straightaway service only.

2. At the beginning of the operation described herein, there shall be two (2) MP and two (2) T&P crews placed in this service. DeQuincy will be the home terminal for MP men and New Orleans the home terminal for T&P men in this service. These crews shall be run in the manner indicated in Attachment "A" hereto.

Unless and until these runs are properly abolished they shall be run with regularity as in assigned service, except for held away-from-home terminal rules and as otherwise provided in this agreement. (This does not confine call or departure time to any particular calendar day).

3. Except as specified in Sections 1 and 4 hereof, MP employes shall be entitled to man extra trains in straightaway service between DeQuincy and New Orleans and vice versa. If T&P employes are used to man extra trains, a record of the number of round trips so made by T&P employes shall be kept, and at intervals to be specified by the organizations signatory hereto MP men will be allowed to run an equivalent number of round trips on runs in this service otherwise due T&P employes. When the service justifies additional crews by reason of another schedule being added in each direction, there shall be two additional MP crews and two additional T&P crews placed in this service. Extra work and addition of crews in the future shall be handled in like manner.

NOTE: The allocation or division of work as outlined in this agreement does not prejudice the position of any party signatory hereto, and said allocation or division of work is subject to review on the request of the parties signatory hereto, or any of them, at any time after six (6) months from the commencement of the operation herein described in order to make any appropriate change in the allocation of work as between MP and T&P employes.

4. When necessary to send crews out to relieve crews in this service account of the Hours of Service Law, MP employees will be used if the tie-up occurs between DeQuincy and Livonia; T&P employees will be used if the tie-up is between New Orleans and Livonia.

5. T&P employees in this service shall be subject to the terms of their respective working agreements with the T&P. MP employees in this service shall be subject to their respective working agreement with MP, except that final terminal delay rules applicable at New Orleans (other than rates of pay) to T&P employees will apply to MP employees at that point. (Final terminal time to start at Mile Post 17 and end at Race Street Yard, less 45 minutes running time). Final terminal time shall be paid at the rates specified in the respective working agreements. MP crews may be required to set out and/or pick up at Avondale in accordance with agreements applicable to T&P employees. (Eastbound crews set out and westbound crews pick up.)

MP and T&P crews in this service may be required to pick up and/or set out at any point or points between DeQuincy and Avondale. Both MP and T&P crews shall be subject to rules in effect on the T&P with respect to setting out and/or picking up at Addis.

6. No employe in the service of MP or T&P on the date this agreement is signed will be expected to lose time or ride the railroad on his own time because of not being familiar with the territory. Qualifying MP employes to operate over T&P and T&P employes to operate over MP will be worked out at the District and/or Division level.

7. As information: Mileage figures, subject to verification if the organizations, or any of them, request, are as follows:

New Orleans to Livonia	120 miles
Livonia to DeQuincy	113 miles
TOTAL TRIP	233 miles

8. This agreement signed at Palestine, Texas this 24th day of September 1966, becomes effective at 12:01 A.M., September 26, 1966, and except otherwise provided in "NOTE" to Section 3 hereof will remain in effect until changed in accordance with the terms of the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT, July 31, 1969, File 500-5-14-LF, 30458-C:

The agreement signed at Palestine, Texas, September 24, 1966, in connection with interdivisional freight runs between DeQuincy and New Orleans, Louisiana is amended as follows:

1. All miles of these runs will be paid at the rate applicable to the basic day.
2. Crews in this service held for tonnage at any intermediate station thirty (30) minutes shall be paid on the minute basis at the applicable pro rata rate for all time so held.

This Memorandum of Agreement signed at Fort Worth, Texas this 31st day of July, 1969, becomes effective August 16, 1969 and will remain in effect until changed in accordance with the Railway Labor Act as amended.

INTERDIVISIONAL RUN - PALESTINE-TEXARKANA

MEMORANDUM OF AGREEMENT, July 14, 1972, File A 320-5539-Longview:

This Agreement is entered into for the purpose of establishing through freight service between Texarkana and Palestine, through Longview, Texas, manned by a pool of crews comprised of Missouri Pacific (MP) employes, and Texas and Pacific (T&P) employes. The Agreement has as its further purpose the efficient movement of highly competitive tonnage over this territory. In order to accomplish these purposes, and afford employes of both MP and T&P proper consideration and protection, IT IS AGREED:

ARTICLE I

The mileage between Palestine and Longview on the MP is 81 miles, and the mileage between Longview and Texarkana on the T&P is 90 miles, a total of 171 miles, but for the purpose of this agreement, the carriers are to pay on the basis of 90 miles between Palestine and Longview and 90 miles between Longview and Texarkana, a total of 180 miles at the basic rate applicable to the first 100 miles. MP agreements will apply to MP employes, and T&P agreements will apply to T&P employes in this service, modified only to the extent necessary to conform with this agreement.

ARTICLE II

(A) On the effective date of this agreement, this pool of crews will consist of six (6) MP crews, and six (6) T&P crews. Thereafter, the number of crews shall be assigned so as to regulate mileage, as nearly as possible, to result in each crew running between 3800 and 4350 miles per month. To the extent possible, in keeping with maintaining this regulation, there shall be an even number of MP and T&P crews assigned in this pool. The respective local chairmen of conductors and

brakemen may agree to regulate the number of crews needed in this pool at any time necessary to maintain the mileage regulation between 3800 and 4350 miles per month. Individual mileage regulation will be made according to the basic agreements of the respective committees.

Firing positions will be adjusted on the basis of the basic agreement applicable to the employes on the MP and T&P, respectively.

It is agreed that only the actual miles paid for between Palestine and Texarkana, and Texarkana and Palestine, i.e., one hundred eighty (180) miles in each direction, will be counted in calculating the proration of mileage as between the Missouri Pacific and the Texas and Pacific Conductors and Brakemen assigned in the pool of crews operating between Palestine and Texarkana.

(B) The carriers will furnish the respective general and local chairmen a statement of trains run by both MP and T&P employes in this service on the 2nd and 16th of each month for prior two (2) weeks period, so that the organizations, with the cooperation of the carriers, can allocate the mileage on fifty-fifty basis between the employes of the two carriers. Employes deadheading for the purpose of regulating the aides will be paid for such deadheading so long as the organizations do not request that mileage allocation begin within ninety (90) days after the completion of a former allocation.

(C) Employes in this service who are deadheaded the entire distance between Palestine and Texarkana, or vice-versa, under conditions wherein deadhead pay rules apply will be allowed 180 miles if deadheaded by rail, and actual miles if deadheaded by other means of transportation.

ARTICLE III

(A) The home terminal for these assignments will be Palestine, and they will work first in, first out at both Palestine and Texarkana, except that such crews will be marked up at Texarkana and Palestine in the same order they stood when they left Palestine and used in their turn provided they are fully rested.

(B) Employes assigned in this service will report for and take their assignment at Palestine, and upon request, will be given a three-hour call for service out of that point. T&P employes may handle such matters as laying off and reporting for service with the proper company representative at Mineola for transmission to Palestine.

ARTICLE IV

(A) Crews assigned between Palestine and Texarkana in this operation will not be used in turnaround service out of either terminal to an intermediate point, or from one intermediate point to another intermediate point, except when necessary to turn back account line becoming impassible; nor will they be used in work, construction, or local service, except as provided in Article V. When tied up on line of road between terminals, crews in this service will be deadheaded or towed to the terminal to which headed immediately after being tied up.

(B) When a crew is needed to relieve a crew on one of these runs because of a tie-up on line of road, an extra crew from the portion of the railroad on which the tie-up occurs will be used. Miles so run by MP employes on the T&P, and by T&P employes on the MP will be used in figuring proration of mileage.

(C) Employes in the service as of the date of this agreement will not be required to lose time nor to ride the railroad on their own time without pay for the purpose of learning the road between Palestine and Texarkana.

ARTICLE V

Wrecker trains will be manned by crews from the seniority district on which the wreck occurs, except in case of emergency where a wrecker from the other seniority district is used, crews from the seniority district on which the wreck does not occur may handle wrecker to and work at the wreck until a crew (which will be sent promptly at the time the crew is called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the crew handling the wrecker, the crew entitled to the work will be paid the same as if they had handled to wrecker outfit from the point where the other crew began operation.

ARTICLE VI

Crews assigned to this service will be allowed thirty (30) minutes at the pro rata rate applicable to the trip for setting out and/or picking up at each intermediate point in excess of two. When held thirty (30) minutes or longer at any intermediate point for tonnage, these crews will be allowed actual time held, on a minute basis, at the pro rata rate applicable to the trip. If required to perform station switching these crews will be paid therefor at the applicable pro rata rate on the minute basis with a minimum of thirty (30) minutes. Time consumed setting out and/or picking up is not to be counted under this Article VI. It is understood that any time it is apparent that a crew is held at a point in

advance of a station where they would otherwise have received payment under this "held for tonnage" provision, the crew will be allowed pay for such delay as though held at the point where the tonnage was received. The payments provided for in this Article VI are to be made separate and apart from all other earnings. (Setting out bad order cars does not count as a set out under this Article VI).

ARTICLE VII

Reasonable requests by these crews to eat on line of road will be granted. For each trip on which no member of the crew delays one of these through freight trains to eat, each member of such crew will be allowed a payment equal to the prevailing meal allowance (but not less than \$2) in addition to other earnings on the trip.

ARTICLE VIII

(A) Permanent vacancies for employes in this service will be filled in accordance with applicable rules, including Memorandum of Agreement of July 14, 1972, regarding bulletining permanent vacancies on these runs.

Other vacancies on these crews will be filled from the respective extra board at Mineola and Palestine except as provided in Section B of this Article VIII.

(B) Should a T&P vacancy occur which cannot be filled under the provisions of Section A of this Article, it will first be filled by stepping up a T&P employe if available. If unable to fill in this manner, an MP employe may be used for the trip in question and mileage made will be credited to the T&P employes for the purpose of allocating mileage.

(C) Transportation will be provided for T&P employes who are required by order of the carrier to deadhead between Mineola and Palestine, for which they will receive deadhead pay for actual miles deadheaded under applicable rules. If an employe elects to use his privately owned automobile for such travel, and is so authorized by the carrier, he will be paid a transportation allowance of \$6 in each direction. (See DoFLR Letter 7/11/80 raising allowance to \$11.25). An employe making such use of his privately owned automobile will also be allowed \$1.50 for each employe deadheading under orders of the carrier who is allowed to ride with him. Employes so using their own automobiles, and those riding with them under the conditions set forth in this Article VIII (C) will be covered by the provisions of Article IX of the Mediation Agreement (Case No. A-8303) of September 14, 1968 (BLF&E); Article V of Mediation Agreement (Case No. A-8458) of March 19, 1969 (ORC&B) ; or Article XI of Mediation Agreement (Case No. A-8259) of July 17, 1968 (BRT), whichever is applicable.

ARTICLE IX

T&P employes with a seniority date on the Mineola seniority district on or before June 21, 1972 assigned to or working in this service will be allowed a payment equal to one hour at the pro rata rate applicable to the service performed for each trip in and each trip out of Palestine. This is a special allowance which is in lieu of any payment the carrier might otherwise have been required to make to cover loss on sale of homes, moving expenses, time lost moving (not to exceed 5 days pay) \$400 "lace curtain money," etc., or to allow the employes travel expenses for a reasonable time in the event they do not elect to move to Palestine. This payment shall be made for a period of five (5) years subsequent to the date the service herein described is established, except that this payment shall not apply to any employe for a longer period of time than he has been in train and/or engine service on the Mineola seniority district prior to these runs being established.

ARTICLE X

Employes (including those working in Longview and Palestine Yards) adversely affected by the establishment of the service covered by this Agreement shall be subject to the applicable provisions of ARTICLE XIII - PROTECTION OF EMPLOYES of Mediation Agreement, Case A-8830, dated January 27, 1972, not including Section 8 entitled "Arbitration of Dispute," and Section 9 thereof.

ARTICLE XI

(A) The present status of Longview under the agreements with the Texas and Pacific Railway is not changed by the provisions of this agreement. It is understood that the signing of this Agreement will have no effect, nor will it cancel the Memorandum of Understanding of April 16, 1946, (Carrier's File T-20825) in connection with the third helper on switch engines at Longview.

(B) It is understood that with the signing of this agreement, the carriers' notices of March 30, 1972 (File A 297-General); notice of June 9, 1972 (File A 308-287) of their desire and intent to establish intraseniority district freight service between Texarkana and Fort Worth; interseniority district freight service between Shreveport (Hollywood Yard) and Fort Worth; and intraseniority district freight service between Longview and Houston are withdrawn. It is further understood and agreed, no subsequent notices will be served by the carrier to establish interdivisional or intraseniority district runs through Palestine or Mineola, or to establish a pool of through freight crews between Texarkana and Longview, so long as this agreement remains in effect.

LETTER AGREEMENT, July 14, 1972, File A 320-5539-Longview:

This will confirm understanding reached in conference today in connection with the agreement to operate through freight crews through Longview between Palestine and Texarkana, to wit:

These runs are being established for the primary purpose of handling north-south traffic, and are not to handle traffic originating or destined Dallas or west thereof. It will not be a violation of this understanding to handle occasional small numbers of rush cars originating or destined Dallas or west thereof where they have missed connection with trains operating through Dallas.

All parties agree that if traffic conditions make it appropriate, in Carrier's judgment, to operate a southbound train or trains consisting of an appreciable number of cars for south of Longview, and an appreciable number of cars for Dallas - west, and northbound counterparts of such trains, the parties will meet and work out an exception under which this operation can be effected without penalty. The primary purpose of entering into this understanding is to minimize the possibilities of reducing the number of trains operating between Texarkana and Fort Worth.

MEMORANDUM OF AGREEMENT, July 14, 1972:

Positions for T&P conductors and brakemen on the crews operating in the pool between Palestine and Texarkana will be bulletined and assigned as bulletined assignments.

This agreement signed at Fort Worth, Texas, this 14th day of July, 1972, may be cancelled on ten (10) days written notice by either party to the other.

LETTER , July 11, 1980, File N 320-5539-Longview:

Reference to our telephone conversation regarding the transportation allowance of \$6.00, each way, paid a trainman electing to use his privately owned automobile in connection with the Texarkana to Palestine interdivisional runs agreement:

Because of the price of gasoline has increased since the time the agreement was made, we are agreeable to raising the allowance to \$11.25, commencing July 16, 1980. It is further understood that extra employes who have been using their personal automobiles for deadheading between these points will be required to give at least 48 hours' advance notice in writing that they will no longer use their personal vehicles for deadheading. They will then be deadheaded by freight train, bus or other means.

* * * * *

MEMORANDUM OF AGREEMENT, March 1, 1985:

IT IS AGREED THAT the application of Article 25(a) of the agreement concerning extra conductors and brakemen is amended, insofar as extra men catching vacancies out of Palestine and in the Palestine-Texarkana interrailroad pool, to the extent that they will be relieved after making three (3) round trips.

This agreement becomes effective March 1, 1984, and is subject to cancellation upon ten (10) days written notice from either party to the other.

LETTER, May 31, 1985, File W 320-5539, 370.6:

Please refer to conference held in Palestine, Texas on May 21, 1985, for the purpose of discussing complaints registered by the Local Chairmen in connection with the regulation of crews in the Palestine-Texarkana Pool.

After considerable discussion, it was decided that CMS will establish two separate boards within their system. One TP and one MP, in place of the single board which presently governs this pool of crews. Service in the Palestine-Texarkana Pool will be protected by alternating between these two boards.

In the event it is necessary that two crews be operated sequentially from one board, i.e. either TP or MP, then the next two available crews will be called from the opposite board.

The Local Chairmen will regulate their respective crews to maintain the mileage regulation in accordance with Article II (a) of the Palestine-Texarkana Agreement.

It was understood that the Carrier is willing to suspend the Agreement to the extent necessary to implement the foregoing on a trial basis in an effort to eliminate complaints between the two committees and with the understanding no additional expense will accrue to the Carrier as a result thereof.

The trial period will commence upon receipt of advice from CMS that they are prepared to initiate the procedure. The foregoing procedure may be discontinued at any time by either of you gentlemen requesting the undersigned to cancel same. In the event the procedure is not cancelled within 120 days, the parties will arrange to meet for the purpose of discussing the trial-period operation and any agreement changes which may be necessary.

LETTER AGREEMENT, October 14, 1985, 320-5539, 370.6:

Please refer to my letter of May 31, 1985 concerning the implementation of two separate boards within the CMS System for MP and TP crews working in the territory between Palestine and Texarkana.

The trial period of 120 days set for this operation has elapsed. This office has been advised by CMS personnel that the "Separate board" method has worked well.

The Carrier is willing to continue the arrangement set forth in my letter of May 31, 1985 with the understanding that same may be cancelled upon fifteen (15) days written notice by any party to the other parties.

If you concur with the foregoing, please so indicate by signing in the space provided below.

LETTER AGREEMENT, October 16, 1985, 370.6:

In connection with Interdivisional Run Agreement, Palestine-Texarkana, and Letter of Agreement dated July 14, 1972 in connection therewith regarding southbound trains AI and Adv. AI when consisting of an appreciable number of cars for Dallas-West, the following understanding was reached regarding these two (2) trains only.

Carrier may operate Trains AI and Adv. AI between Texarkana and Palestine with an applicable number of cars to be set out enroute for Dallas-West without penalty provided such traffic could not make it's normal connection on Texarkana-Mineola train, does not reduce the number of trains that would normally operate between Texarkana and Fort Worth, and Dallas-West traffic is handled in accordance with Article 6(f) of the agreement.

INTERDIVISIONAL MILEAGE - ALEXANDRIA-HOLLYWOOD YARD

On August 7, 1926, at the request of the Organizations' representatives, in connection with moving Boyce terminal to Alexandria, there was assigned from the Alexandria Subdivision, conductor, engineer, fireman and 2 brakemen to the Shreveport Sub-division. On June 1, 1929, General Chairman C. H. Smith addressed Assistant General Manager Tobin in part as follows:

"In connection with this handling, we desire to request that the two brakemen assigned to crew, Marshall Subdivision from the Alexandria Subdivision, be permitted to lay off and report for duty at that point, as extra board

to protect Missouri Pacific service is maintained at that point, and we are agreeable to extra men maintained for that service filling vacancies on this crew.

"Further, we desire to request that in making assignments to this crew account permanent vacancy or senior men losing their positions thru no fault of their own requesting to displace junior men assigned to this crew, be made at Alexandria in lieu of Shreveport.

In our opinion this arrangement will reduce cost of deadheading and at the same time be more satisfactory to the men involved, and permit the Alexandria Subdivision men to obtain work that properly belongs to them on this crew."

This is covered by Assistant General Manager Tobin's reply to General Chairman Smith dated June 19, 1929, file T-6923-A, reading in part as follows:

"After taking this up with Superintendent Wynne he finds no objections to the proposed arrangement. Therefore, in line with your suggestion, Superintendent Wynne, on receipt of this letter, will so arrange."

This arrangement was placed in effect July 1, 1929.

MEMORANDUM OF AGREEMENT, March 11, 1941, T-15853:

Effective March 15, 1941, one brakeman from the Alexandria Subdivision seniority district will be assigned to a freight crew of the Shreveport Subdivision regularly, and thereafter mileage due the Alexandria Subdivision seniority district, effective as of January 15, 1941, will be run off by the assignment of additional brakeman and/or brakemen at intervals of six months periods at the request of the Local Chairmen and/or General Chairman.

Extra men from the Shreveport Subdivision extra board will be used to relieve brakemen from Alexandria Subdivision Board assigned to run off mileage when laying off. The one Alexandria Subdivision brakeman regularly assigned to this crew will be relieved when laying off as heretofore by brakeman from the Alexandria Subdivision Board.

The representative of the organization will determine and indicate when and for what period additional Alexandria Subdivision brakemen will be assigned to Hollywood district crew and/or crews.

Alexandria Subdivision brakemen deadheading to Shreveport (Hollywood Yard) to take service on the date job alternates

from brakemen of one seniority district to brakemen of the other district, will deadhead without expense to the company, deadhead rule to apply to the brakeman relieved.

This agreement becomes null and void upon thirty days' notice from either party thereto.

* * * * *

INTERSENIORITY RUN - SHREVEPORT-TEXARKANA

MEMORANDUM OF AGREEMENT, December 16, 1981, File 321-14:

Pursuant to the provisions of Article XII of the UTU National Agreement of January 27, 1972, and in order to establish InterseniORITY District service between Shreveport, Louisiana, and Texarkana, Texas, to be manned by crews from Red River Division, Dallas and Shreveport, Subdivisions,

IT IS AGREED:

ARTICLE 1.

- (A) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (B) When crews are required to report for duty or are relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crews.
- (C) Crews will be allowed the prevailing meal allowance (now \$2.75) after four hours at the away-from-home terminal and another prevailing meal allowance (now \$2.75) after being held an additional eight hours.
- (D) Upon request, crews in this service will be allowed to stop to eat after having been on duty five (5) hours or more when it is evident that the trip cannot be completed within eight (8) hours; provided that no delay to these trains will be incurred by stopping to eat on eastbound trips on which General Motors' operations at their Lake Hayes facility will be impeded. When denied permission to stop and eat under the conditions set forth in this paragraph, a special allowance of \$2.75 will be made to each crew member separate and apart from all other earnings on the trip.

ARTICLE 2.

Shreveport crews will man the trains in this service, and in the beginning bulletin will be Posted for two Shreveport crews, for not less than six (6) days per week. Shreveport (Hollywood Yard) will be the home terminal and Texarkana the Away-From-Home Terminal.

Equalization of mileage, between Dallas Subdivision and Shreveport Subdivision employes will be agreed upon by the respective U.T.U. Local Chairmen involved.

ARTICLE 3.

Crews in this service, including extra employes, will be guaranteed not less than the equivalent earnings of one hundred four (104) miles for each day of each calendar month or portion thereof while in such service -- less earnings lost of their own accord.

ARTICLE 4.

- (A) Wrecker trains will be manned by employes from the seniority district on which the wreck occurs, except in case of emergency where a wrecker from the other seniority district is used, employes from the seniority district on which the wreck does not occur may handle wrecker to and work at the wreck until employes (who will be sent promptly at the time the crew is called for the wrecker) from the seniority district on which the wreck occurs reaches the wreck. If there is a failure to so relieve the employes handling the wrecker, the employes entitled to the work will be paid the same as if they had handled the wrecker outfit from the point where the other employes began operation.
- (B) When a crew is needed to relieve another crew because of a tie-up on line of road, extra men from the seniority district on which the tie-up occurs will be used. Miles run on one seniority district by relief crews of the other will be used in figuring the proration of mileage.

ARTICLE 5.

Crews in this service will be allowed an arbitrary payment of thirty (30) minutes at the pro rata rate for each intermediate station in excess of two (2) where they are required to set out and/or pick up cars. Should a crew in this service be held for

tonnage at any intermediate station thirty (30) minutes, they shall be paid on the minute basis at the applicable pro rata rates for all time so held. If required to perform station switching or industrial switching between terminals, except in the Lake Hayes area, in connection with General Motors' operations, actual time at pro rata rates, with a minimum of thirty (30) minutes will be allowed therefor. The several payments provided for in this Article 5 are to be made separate and apart from other earnings of the trip, and time consumed in switching, setting out and/or picking up as referred to herein will be counted in computing time under the conversion rules of the respective agreements. Setting out and/or picking up bad order cars assigned to this service will not count as a set out and/or pick up under this Agreement.

ARTICLE 6.

Crews assigned to these runs will not be used in turnaround service short of their designated terminals except in cases where it is impossible to reach the designated final terminal due to impassable track. If crews are tied up between terminals for any reason, they shall be deadheaded or towed to the terminal to which headed immediately after being tied up. If the crew is not deadheaded or towed within one hour (1'00") after being tied up, they will be paid for all time so held at the pro rata rate in addition to any other earnings or time made on the trip.

ARTICLE 7.

The Carrier will maintain records of all trips made by crews in this service and shall furnish the Local and General Chairmen, on a monthly basis, a separate account of the trips made by the Dallas Subdivision crews and the Shreveport Subdivision crews. The actual mileage between Texarkana and Marshall is 66.5 miles. The actual mileage between Marshall and Shreveport (Hollywood Yard) is 37.5 miles. Mileage equalization shall be at intervals requested by the Union, but not more often than once each six (6) months. (Actual mileage subject to joint check if requested.)

This Agreement, signed at Dallas, Texas, this 16th day of December, 1981, supersedes other rules and agreements only to the extent necessary to conform herewith and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT

between
 UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION

.....

Pursuant to Article IX, "INTERDIVISIONAL SERVICE," of the October 31, 1985, National Agreement, the parties have agreed to establish pool freight service between the following points.

Territory	Home Terminal	Thru	Miles
1. NLR - Monroe	NLR	McGehee	200
2. Monroe - Livonia	Monroe	Alexandria	176
3. Monroe - Rodemacher	Alexandria	Alexandria	111
4. Monroe - Kinder	Monroe	Alexandria	157
5. Monroe - Alexandria	Alexandria		95
6. Shreveport - Livonia	Shreveport		202
7. Houston - Livonia	Houston	DeQuincy	243
8. Houston - Kinder	Houston	DeQuincy	165
9. Houston - Alexandria	Houston/ Alexandria	DeQuincy	228
10. Amelia - Alexandria	Amelia/ Alexandria	DeQuincy	156
11. New Orleans - Livonia	New Orleans		206 (when run NO Livonia NO)

Section 1. Home Terminal. The home terminal shall be the terminal identified in the home terminal column of the chart above.

Section 2. Miles Run. The miles run shall be the miles identified in the miles column of the chart above.

Question 1: How are the miles determined?

Answer 1: From the middle of one yard to the middle of the other yard. If the mileage is in question, the parties will make a joint check of mileposts.

Question 2: May there be different miles from different yards within a terminal?

Answer 2: Yes, miles depend on the yard from which trains depart and/or yarded. For example, Avondale-Livonia miles will be different than Central Ave.-Livonia miles.

Section 3. Rate of Pay. The provisions of the November 1, 1991, Implementing Document (UTU) will apply.

Section 4. Overtime. Overtime will be paid in accordance with Article IV of the November 1, 1991, Implementing Document (UTU).

Section 5. Transportation. Transportation will be provided in accordance with Section (2)(c) of Article IX of the October 31, 1985, National Agreement (UTU).

Section 6. Meal Allowance and Eating Enroute. Meal allowances and eating will be governed by Section 2(d) and Section 2(e) of Article IX of the October 31, 1985 National Agreement (UTU).

Section 7. Suitable Lodging. Suitable lodging will be provided by the Carrier in accordance with existing agreements.

Section 8. Turnaround Service/Hours of Service Relief. The following shall govern when trains are heading to the following terminals:

- (a) North Little Rock - North Little Rock Extra Board.
- (b) Monroe from North - First-out North Little Rock ID crew at Monroe to be used and deadheaded home upon completion of service.
- (c) Monroe from South - Monroe Extra Board.
- (d) Livonia - Use respective first-out away from home terminal ID pool and deadhead home upon completion of trip. If Houston origin train does not reach Opelousas, then use DeQuincy Extra Board.
- (e) Alexandria - Alexandria Extra Board from Monroe, Alexandria Extra Board from the South via Kinder and at Kinder or beyond; if short of Kinder use the DeQuincy Extra Board.

- (f) Rodemacher - First-out Alexandria pool crew to finish assignment and then take train to Monroe.
- (g) Amelia - DeQuincy Extra Board if beyond Kinder.
- (h) Houston - If west of Amelia, use Houston Extra Board, and if at Amelia or east of Amelia, use DeQuincy Extra Board to Houston and deadhead home.
- (i) Shreveport - First-out Shreveport ID pool then to the bottom of the pool.
- (j) Avondale - First-out Avondale ID pool then to the bottom of the pool.

NOTE 1: Nothing in Section 8 above prevents the use of other employees to perform work currently permitted by other agreements; i.e., yard crews performing hours of service relief within the road/yard zone, ID crews performing service and deadheads between terminals, TSE's handling trains within their zones.

NOTE 2: ID crews will not be inducted into work train service.

Question 1: May ID crews handle cars normally associated with work trains?

Answer 1: Yes. The transporting of such cars between terminals or to points enroute is not prohibited; however, dumping ballast, unloading ties, etc. , shall not be performed by ID crews.

Section 9. Familiarization. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for these runs. The Carrier will determine the number of familiarization trips needed with a minimum of two (2) round trips. Issues concerning individual qualifications should be handled with local operating officers.

NOTE 1: On runs where two seniority districts are run out of the same home terminal, it will be permissible to call a trainman from each seniority district to operate the same train and they may assist each other over that portion of the road with which they are familiar. No runaround shall occur when the second trainman is called in these circumstances.

NOTE 2: It is recognized that during the implementation process, the regulation factor is suspended to enable trainmen to qualify in a timely manner and to protect traffic.

NOTE 3: Trainmen who are assigned to a pool in this service after the implementation period and who are not familiar with the territory will be required to take a familiarization trip(s) with the conductor pilot from the extra board.

NOTE 4: Trainmen, who are assigned to one of the Extra Boards protecting any of this ID service who are not familiar with the territory to be operated over, will be required to make a familiarization trip(s) with a regular pool conductor prior to marking up on the extra board. They will be subject to call when rested and are not tied to the same pool conductor for the entire round trip or additional trips during familiarization. The employee will be paid the greater of the extra board guarantee or the compensation earned

during familiarization. The extra board guarantee will begin on the date the employee could mark up except for these trip(s).

Section 10. Investigations. Investigations involving employees in this service will be held at such time and place as will cause as little travel, inconvenience, and loss of time as practicable to all employees involved. If attendance at an investigation required an employee to travel to any point away from his/her home terminal or to a point off his/her seniority district, deadhead mileage over that portion of the run where he/she formerly held no rights will be paid. Compensation for time lost or time for attending the investigation or hearing will be determined under existing agreement rules, provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation shall be included in computing loss of earnings.

Section 11. Agreement Application. The following chart identifies the controlling agreement for employees home terminalled at the locations referred to for the establishment and use of Extra Boards and provisions governing crew consist and other pool freight rules:

<u>Home Terminal</u>	<u>Controlling Agreement</u>
North Little Rock	MPUL
Monroe	MPUL
Shreveport	T&P
Houston	Gulf Coast

Home Terminal

Controlling Agreement (Cont'd.)

Amelia
New Orleans
Alexandria

Gulf Coast
T&P
MPUL

Question 1: What extra board and pool freight rules are contemplated by this Section?

Answer 1: Those rules that govern the operation of the pool or extra board; for example, there shall be only one runaround rule, one call and release rule, one rule on when an extra board employee is marked back up to the board, etc.

Question 2: Can you give an example of what type of rule is not covered?

Answer 2: A New Orleans trainman has a displacement and elects to displace to Monroe, the T&P displacement rule would govern.

Question 3: What agreement applies at the away-from-home terminal?

Answer 3: The same agreement that applied at the home terminal.

Section 12. Pool Service. Where there are multiple final terminals and one home terminal, service will be protected as follows:

- (a) There will be one pool home terminal at Alexandria that will operate between the following points:

- (1) Alexandria - Monroe
- (2) Alexandria - Rodemacher - Monroe
- (3) Alexandria - Houston
- (4) Alexandria - Amelia

(b) There will be one pool at Monroe that will operate between Monroe and Livonia. Monroe-Kinder assignments will be operated off the Monroe extra board unless there is a sufficient number of miles to establish a pool.

(c) There will be one pool at Houston that will operate between the following points:

- (1) Houston - Livonia
- (2) Houston - Alexandria

Houston-Kinder assignments will be operated off the Houston extra board unless there is a sufficient number of miles to establish a pool.

NOTE 1: Away from home crews will not be inducted into other service except as provided in Section 8, Turnaround Service/Hours of Service Relief.

NOTE 2: Nothing in this Section or this Agreement restricts combination deadhead and service where no restrictions existed previously. It is, however, the intent to run trains between two terminals with crews that are assigned between these terminals when rested and available and to use other crews whose area encompasses these

terminals when regular crews are not rested and/or available.

Example 1: The Carrier needs to move a train from Monroe to Alexandria and there are no rested and/or available Alexandria crews. The Carrier may use a Monroe-Livonia crew in combination deadhead and service but not use a North Little Rock crew beyond Monroe.

Question 1: Where would the Monroe-Livonia crew deadhead to?

Answer 1: The crew would deadhead to Livonia, the far terminal.

Example 2: If the Carrier needs to move a train from Monroe to Kinder and no Monroe-Kinder crews are rested and available, the Carrier may use an Alexandria crew to bring it to Alexandria and either a different crew in the Houston/Alexandria pool could take it in combination service or an Alexandria extra board crew could take it to Kinder.

Section 13. Implementation. Pool and extra board positions at the home terminals will initially be bulletined for a minimum of fifteen (15) days. All pool and extra board positions will thereafter be filled by applicable agreement.

Section 14. Reserve Boards. Existing reserve board positions at locations from which employees are relocated under this Agreement will also be relocated to an existing reserve board in the same number and the same location as employees are relocated.

Section 15. Mileage Regulation/Guarantee. The pools established by this Agreement shall be regulated in accordance with existing Agreements and practices.

Section 16. Seniority.

(a) Each Seniority District involved will be allocated a percentage of the pools based on the percentage of miles they have prior to the establishment of this service, except as follows:

(1) (i) When assigning Avondale employees to Shreveport and Avondale and Shreveport employees to Monroe, equity percentages shall be adjusted to reduce cross-moving, i.e., Avondale will get the Shreveport (Rodemacher) percentage at Monroe-Livonia and Avondale will get an equal lesser percentage for Shreveport-Livonia. This arrangement will apply to both pools and extra boards.

(ii) The percentage adjustments established in (1)(i), above, for Monroe-Livonia require two separate equity charts. The ratio between Monroe and Avondale shall be 54% Monroe and 46% Avondale when there are less than ten (10)

loaded trains in and ten (10) empty trains out of the Rodemacher facility per month for three

(3) consecutive months. The ratio shall be

50/50 when there are equal to or more than

that number of trains into and out of Rodemacher per month. Monroe shall have the odd

numbered slots when the ratio is 50/50 and the

specified slots identified on the 54/46 chart.

(2) Alexandria and Amelia crews shall be run on a one and one basis. If additional crews are needed, Amelia shall have odd numbered crews and Alexandria even numbered.

(3) Houston crews will run three crews to every one crew for Alexandria. At Houston, Alexandria crews shall be first out after rest.

(4) The Shreveport-Livonia pool shall be operated on a 50/50 basis with Shreveport trainmen holding the odd-numbered positions and Avondale trainmen the even-numbered positions. If the pool operates with an odd number of assignments for six months or more, the Local Chairmen may jointly designate the

last odd numbered assignment as an Avondale
assignment to equalize miles.

- (b) At Shreveport and Monroe "Avondale" trainmen will be allocated a number of positions on the extra board equal to 38.5% of the number of pool turns that they would be entitled.

Example 1: The Monroe - Livonia pool has ten (10) positions with five (5) each to MPUL employees and T&P employees. Two (2) positions ($38.5\% \times 5 = 1.925$ rounded up to 2) would be added to the MPUL extra board at Monroe.

Question 1: How are T&P positions on the extra board affected by reductions or increases in the board?

Answer 1: The T&P positions will only be affected by the number of pool turns they occupy and not by other factors that may affect the Monroe extra board. If the number of pool turns dropped to three, then the extra board slots would drop to 1.

- (c) After service of notice as provided in Section 18, the Carrier will bulletin for seniority choice the assignments to each seniority district. Employees bidding on these positions will be assigned based on the percentages in (a) above. Once assigned, the pools and extra boards will run on a first-in/first-out basis, except as provided in (a) (2) and (a) (3), above.

(d) When reductions are made or new turns added, the charts attached to this agreement will be used to determine which seniority district will be affected.

(e) (1) At the joint terminals of Monroe and Shreveport, trainmen from either roster may bid or make application for all pool and extra board assignments; however, equity rights shall govern. An employee who is assigned to a non-equity rights assignment is not entitled to relocation benefits.

NOTE: Avondale equity rights are available only to employees on the Avondale system rosters on the implementation date of this agreement and those employees in switchman/brakeman training on the date of this Agreement who have not yet established a seniority date on the implementation date.

(2) Positions at Monroe and Shreveport not filled by bulletin or application will be force assigned. Equity right Avondale system employees who later have a displacement may displace a non-equity right employee holding an equity right position. Non-equity right Avondale system employees may not bid or displace to Shreveport or Monroe positions.

NOTE: Protected Avondale employees who are not working in the Avondale pool or Avondale extra board when a prior

right Avondale position at Shreveport or Monroe is filled by an employee from Shreveport or Monroe shall have their protection suspended on a one for one basis. Protection shall be suspended in junior order of seniority. Protection will be reestablished if the employee later displaces to Shreveport, Monroe, the Avondale pool or the Avondale extra board, or the position not filled by them is reduced.

Question 1: Do the provisions of (e)(1) give Monroe (MPUL) employees the right to bid on assignments at Shreveport?

Answer 1: No, this refers to MPUL employees bidding on all positions at Monroe and Shreveport employees bidding on all positions at Shreveport.

Question 2: If a MPUL employee is forced assigned to a non-equity assignment at implementation and would otherwise qualify for relocation benefits, would they be entitled to them?

Answer 2: Yes, but only at implementation. If a vacancy occurs after implementation, then no.

Question 3: If T&P employees do not bid in their equity positions at Monroe and later displace to Monroe, are they then entitled to a relocation allowance?

Answer 3: No, the later displacement would be considered a seniority move.

Question 4: If an Avondale pool equity position at Monroe goes no bid, who would be force assigned?

Answer 4: Junior Avondale trainmen on the joint extra board at Monroe. If none, then in accordance with the MPUL Agreement.

Section 17. Protection.

- (a) The provisions of Article XIII of the January 27, 1972 Agreement shall apply to employees adversely affected by the application of this Agreement.
- (b) Affected employees (as defined in (c), below) in active train service on the date of Carrier's notice in Section 18 for the T&P and Gulf and January 1, 1995 for the MPUL in the affected territory covered by this Agreement who are required to change the point of their employment as a result of the implementation of this agreement and are required to move their place of residence (their new reporting point is farther from their residence than their old reporting point and a minimum of 30 miles from their place of residence) will be afforded one of the following options:
 - (1) Accept the change of residence benefits provided in Article IX, Section 7 of the National Agreement of October 31, 1985.

(2) Accept a lump sum of \$26,000 if on April 22, 1994 the employee owns his/her home or is under contract to purchase a home.

(3) Accept a lump sum of \$8,000 if on April 22, 1994, the employee does not own a home nor is under contract to purchase a home.

If an employee elects Option 2 or 3, such election is in lieu of any and all relocation benefits to which the employee is entitled under Article IX, Section 7 of the National Agreement of October 31, 1985. No employee is entitled to more than one moving allowance as a result of this transaction.

NOTE 1: Employees accepting relocation benefits will be required to remain at the new home terminal, seniority permitting for the following minimums:

5 years - MPUL, T&P and Gulf Coast

NOTE 2: Mobile homes will be treated as homes if they are off their wheels and on property owned or under contract to purchase by the employee.

NOTE 3: The options set forth in (b), above, will also apply to an employee who, on implementation date is either out of service (discipline) or on a valid leave of absence, subject to the following:

(1) The employee was working in train service on the affected territory at

the time of the discipline or leave of absence;

(2) The employee subsequently returns to train service and first performs train service on the affected territory; and,

(3) The employee makes an election of an option within thirty (30) days of return to service.

NOTE 4: Employees on vacation or short-term layoff during the initial bulletining process for implementing this Agreement will be required to bid/make application at that time and will not be covered by NOTE 3, above. A General Notice will be issued advising employees of this requirement.

(c) For the purposes of relocation benefits only, an affected employee shall include an employee who resides at a terminal where extra board and pool positions are reduced due to the implementation of this ID service in accordance with the following guidelines:

(1) A trainman whose position is not abolished but elects to relocate cannot generate additional relocation benefits to other trainmen.

Example 1: Ten (10) positions at Avondale are abolished and five (5) positions each are established at Shreveport and Monroe. A senior trainman working a road switcher at Addis (not affected location) bids in a position at Monroe requiring one of the Avondale trainmen

to work at Addis. The senior trainman is not entitled to the relocation benefits but the Avondale trainman is.

Example 2: The DeQuincy pool is reduced by 50%. A senior trainman in the pool whose position is not abolished elects to take a Houston pool assignment leaving a vacancy in DeQuincy for one of the junior trainmen. Since only one relocation occurs, the senior trainman is entitled to a benefit.

Example 3: An Avondale pool freight trainman whose position is abolished and who is unable to hold pool freight position at Avondale and elects to displace to Livonia with the displaced employee taking a position at Monroe. Both employees are entitled to a benefit since the first displacement was as a result of the implementation of this agreement.

(2) A trainman whose position is abolished and can remain in the same service with an equal or longer run at their home terminal cannot relocate and receive a benefit.

Example 4: A North Little Rock - McGehee pool trainman can stay in North Little Rock and work the North Little Rock - Monroe pool. Should they elect to displace to an Alexandria yard assignment, it is considered a seniority move and they do not trigger a relocation benefit.

NOTE 1: The Alexandria combination pool is not considered equal to or longer than the Alexandria - McGehee run.

NOTE 2: The New Orleans pool is not covered by paragraph (2) above.

(3) A mileage run off position is not a permanent position for purposes of this Agreement.

(d) Employees who do not relocate during the initial implementation of this Agreement and who are later required to relocate as a result of this Agreement will be eligible to elect either Option (2) or Option (3), above, subject to the following:

(1) The employee was hired prior to the date of this Agreement.

(2) The employee was working at Alexandria, DeQuincy or McGehee at implementation of this Agreement and remained at that location, seniority permitting, until required to move.

(3) The employee's name was placed on an agreed-upon list of eligible employees. The Director of CMS and the involved local chairmen will agree upon this list of eligible employees.

(4) The employee makes an election of an option within thirty (30) days of notice to relocate.

Should there be a dispute as to whether the relocation was "as a result of this Agreement," the Organization shall have the burden of proof at arbitration.

Question 1: What does the term initial implementation refer to?

Answer 1: The initial implementation will be phased in to accommodate familiarization and relocation of employees. At the end of implementation, the Carrier will so advise the General Chairmen in writing.

(e) Proof of Moving - For those who select option (1), before any benefits provided for in this section are paid, the employee must establish a relocation has occurred. A contract to purchase a home at the employee's new location or a long-term (one year) rental/lease agreement shall constitute proof of relocation.

Question 1: If an engineer is no longer able to hold an engineer's assignment as a result of this agreement and displaces into train service, under what agreement will the engineer be covered?

Answer 1: Their monthly protected rate will be established as an engineer. Their displacement and relocation options will be covered under this agreement.

Question 2: If a pre-November 1, 1985, employee is working as a fireman, is the employee covered by the terms and conditions of this Agreement?

Answer 2: Yes.

Section 18. Effective Date. The Carrier shall give the General Chairmen thirty (30) days' written notice of its desire to implement this Agreement.

Section 19. Conflict of Agreements. Unless otherwise specified in this agreement, current agreements will continue to apply.

Signed at Omaha, Nebraska, this 15th day of March

1995.

FOR THE ORGANIZATION:

J. B. Anthony, Jr.
General Chairman, UTU

Richard J. [Signature]
General Chairman, UTU

L. W. Parsons, Jr.
General Chairman, UTU

FOR THE CARRIER:

W. S. Hunchley
General Director - Labor Relation
Operating - South

Richard J. [Signature]
General Director - Employee
Relations & Planning

J. A. Bannister
Director - Labor Relations

APPROVED:

[Signature]
Vice President, UTU

Gentlemen:

As an alternative to the mileage regulation procedures, we discussed a guaranteed pool arrangement. If agreed to by the parties, this side letter will replace Section 15.

Alternate Section 15 - Mileage Regulation Guarantee.

The ID pools established by this Agreement shall be guaranteed as follows:

(a) North Little Rock/Monroe	\$4700 per month
Shreveport/Livonia	\$4700 per month
New Orleans/Livonia	\$4300 per month
Monroe/Livonia	\$4300 per month
Alexandria Pool	\$4300 per month
Houston/Livonia/Alexandria	\$4700 per month

Question 1: Is the guarantee calculated on a payroll half basis?

Answer 1: No, the guarantee is calculated on a full calendar month basis.

(b) A Trainman who lays off, misses call, or is unavailable, and misses one or more round trips shall have deducted from their guarantee the dollar amount shown below for each trip so missed.

North Little Rock/Monroe	\$390.00
Shreveport/Livonia	\$390.00
New Orleans/Livonia	\$240.00
Monroe/Livonia	\$300.00
Alexandria Pool	\$240.00
Houston/Livonia/Alexandria	\$470.00

NOTE 1: Employees laying off for paid personal leave or single day vacations and misses one or more trips shall have deducted from their guarantee the difference between the amount calculated above and the amount paid for the absences.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



April 18, 1996

J 920 - 35

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, TX 76134

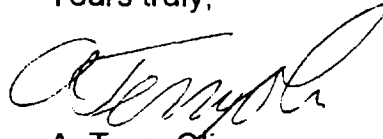
Dear Mr. Rudel:

This has reference to the parties' discussions during the "Livonia Follow-Up" meetings held in New Orleans, Louisiana on April 10 and 11, 1996, and, in particular, our discussions regarding application of Side Letter No. 1 ("Alternate Section 15 - Mileage Regulation Guarantees) for runs between New Orleans and Livonia. As you will recall, your Organization was concerned the intended purpose of Side Letter No. 1 was not being realized, or perhaps thwarted, due to the fact the Carrier's operations between New Orleans and Livonia following implementation of interdivisional service operations into / out of Livonia changed materially and do not now parallel that upon which the covenants of Side Letter No. 1 were based (i.e., operation of all trains between New Orleans and Livonia on a turnaround basis).

Following a lengthy discussion of the operational assumptions which served as the foundation for negotiating Side Letter No. 1 and present operations between New Orleans and Livonia, the parties agreed to modify Section (c) (1) of Side Letter No. 1 in order provide to attempt to provide a more appropriate regulating factor for the Avondale - Livonia guarantee pool. Accordingly, the parties agreed to reduce the number of starts out of the home terminal for the New Orleans / Livonia pool to approximately twelve (12). Specifically, the language of Section (c) (1) of Side Letter No. 1 pertaining to the number of monthly starts out of the home terminal for the "New Orleans / Livonia" pool (which presently reads "Between 17 and 19") shall be changed to read "Between 11 and 13". This modification will be placed into effect on Wednesday, May 1, 1996. Finally, the parties agreed the revised regulation factor set forth herein will again be reviewed in six (6) months in accordance with the provisions of Sections (d) and (e) of Side Letter No. 1.

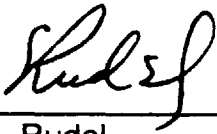
If the foregoing properly reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below and return one (1) fully executed copy to my office at your earliest opportunity.

Yours truly,



A. Terry Olin
General Director - Labor Relations

AGREED:



S. B. Rudel
General Chairman, UTU

(c) The Board shall be regulated as follows:

(1)	<u>Pool</u>	<u>Monthly Starts</u>	<u>Home Terminal</u>
	North Little Rock/Monroe	Between 11 and 13	
	Shreveport/Livonia	Between 11 and 13	
	Monroe/Livonia	Between 13 and 15	
	New Orleans/Livonia	Between 17 and 19	
	Alexandria Pool	Between 17 and 19	
	Houston/Livonia/Alexandria	Between 9 and 11	

NOTE 1: A trip to Houston from Alexandria shall count as two starts for the Alexandria pool.

(2) Each pool shall be regulated no more than once per week on Tuesday.

(3) Employees in the pool for less than a full calendar month will have their guarantee prorated. The proration will be figured by determining the daily, guaranteed amount and multiplying by the number of days the employee was in the pool.

(d) (1) The guarantee shall be in force for a period of six months from the implementation date. At the end of the six-month period, either party may request a review of the earnings and guarantee payments made during the preceding three months to employees who worked regularly in pool service. Such request must be made in writing and must be made within sixty (60) days after the close of the six-month period. The following will apply to the review process:

(i) If the average earnings above the guarantee or the average guarantee paid per month is less than 10% of the amount in paragraph (a), this alternate Section will remain in force for another six-month period and similar review.

(ii) If the average earnings above the guarantee or the average guarantee paid per month is greater than 10% of the amount in paragraph (a),

the parties will meet to review the guarantee and negotiate adjustments to either the number of starts from the home terminal or the amount of the guarantee to bring the earnings/payments within the parameters of (i) above.

Example: There are twenty (20) employees in the pool with a guarantee of \$4,700/month. The Carrier paid an average guarantee for the three previous months as follows:

month 1 - \$ 500

month 2 - 400

month 3 - 420

Total \$1,320

3 = \$ 440

Since the average is less than 10% (\$470), no adjustment is made. (The monthly average was determined by dividing the total guarantee paid by the average number of turns in the pool.)

- (2) Implementation of this alternate Section 15 shall be determined by each pool separately. The involved local chairmen shall give the Carrier fifteen (15) days' written notice of the desire to implement alternate Section 15 for a particular pool.

- (e) This alternate Section 15 may be cancelled by mutual agreement or if the parties are unable to agree on the adjustment method (starts or amount of guarantee) in (d)(1)(ii), above, within 60 days of the written notice in (d)(1), above. Cancellation must be in writing, give at least 30 days' notice and be effective on the first day of a calendar month. Each pool will be treated separately for the purposes of this paragraph.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179



September 10, 1996

920 - 35

Mr. S. B. Rudel
General Chairman
United Transportation Union
7817 Camelot Road
Fort Worth, Texas 76134

Dear Mr. Rudel:

This has reference to your Organization's correspondence dated September 3, 1996, and the parties' discussions in your office on September 5, 1996, concerning application of the general wage increase contained in Article I, Section 1 of the 1996 UTU National Agreement to the monetary guarantees set forth in Side Letter No. 1 of the March 15, 1995 Livonia Interdivisional Service Agreement.

Article 1, Section 1 of the 1996 UTU National Agreement provides that "*... all standard basic daily rates of pay for employees covered by this Agreement ... shall be increased by three - and one-half (3 1/2) percent.*" Of additional relevance, Paragraph (f) of Side Letter No. 1 of the Livonia Interdivisional Service Agreement provides, in relevant part:

"The amounts in paragraphs (a) and (b) shall be subject to wage adjustments and the parties will negotiate the adjustments in accordance with national wage adjustments taking into account basic day adjustments and percentages of base miles to frozen overmiles. "

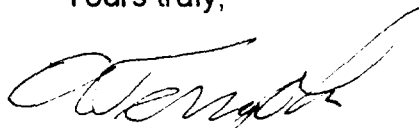
Pursuant to the cited provisions, this letter shall serve to confirm the parties' understanding the above-referenced general wage increase shall be applied to both the monetary guarantees contained in Paragraph (a) and to the offsets set forth in Paragraph (b) of Side Letter No. 1. The general wage increase shall be applied in the same manner as it was applied to the other rates of pay. In connection therewith, it is understood this adjustment will be made retroactive to December 1, 1995.

Finally, it is understood this arrangement is applicable only to the first general wage increase set forth in Article 1, Section 1 of the 1996 UTU National Agreement and that the provisions of Paragraph (f) of Side Letter No. 1 still apply with regard to the

requirement the parties meet to negotiate future adjustments possibly necessary to the guarantees and offsets arising in connection with future national wage adjustments.

If the foregoing properly reflects our agreement and understandings in connection with this matter, please affix your respective signatures in the spaces provided below; returning one (1) fully executed copy to my office.

Yours truly,



A. Terry Olin
General Director - Labor Relations
Operating - South

AGREED:



S. B. Rudel
General Chairman, UTU

NOTE 1: It is not the intent of this Section to provide an open cancellation right but to identify certain triggering factors, such as but not limited to:

(a) The number of starts cannot be adjusted further without interfering with hours of service requirements.

(b) Changes in wage rules result in this section being impractical.

(f) The amounts in paragraphs (a) and (b) shall be subject to wage adjustments and the parties will negotiate the adjustments in accordance with national wage adjustments taking into account basic day adjustments and percentages of base miles to frozen overmiles.

Question 1: Are national lump sum payments (wage or COLA) used in calculating the guarantee?

Answer 1: No. The amounts are not used to offset any guarantee nor to adjust the guarantee.

Yours truly,

W. S. Hinckley

W. S. HINCKLEY
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING - SOUTH

AGREED:

M. B. Anthony, Jr.
General Chairman, UTU

Kudis
General Chairman, UTU

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

Gentlemen:

This refers to Section 17, Protection, of the ID run. The issue was raised in conference as to what evidence an employee would need to show home ownership for applying for a relocation allowance. An employee will need to follow the listed procedures to apply for any relocation allowance.

- (1) The attached form must be used.
- (2) The employee must attach documents supporting their claim that they qualify for the \$26,000. Documents must include a copy of the Deed and may also include mortgage papers and tax records. Documents must be for the home they use as their primary residence and not for rental or other property.

Yours truly,

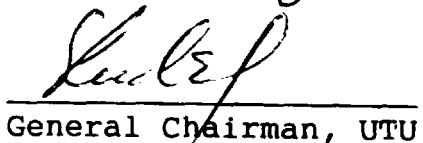


W. S. HINCKLEY
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING - SOUTH

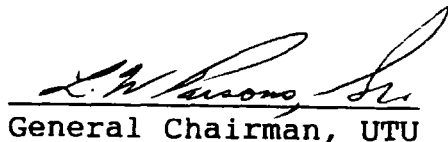
AGREED:



General Chairman, UTU



General Chairman, UTU



General Chairman, UTU

I certify that I meet the requirements of the ID Agreement and apply for one of the following:

OPTION 1

Change of Residence Benefits provided in Article IX, Section 7 of the National Agreement of October 31, 1985; I understand that a Carrier representative will contact me concerning the procedures to be followed.

OPTION 2

\$26,000 in lieu of any and all relocation benefits under OPTION 1. I own my own home or am under contract to purchase my home and it is and has been used as my primary residence and was my primary residence on April 22, 1994.

OPTION 3

\$8,000. On April 22, 1994, I was not a homeowner or under contract to purchase a home.

I have read the provisions of the Agreement and am eligible for the allowance requested.

Name

Street

City State Zip

Telephone

Return To:

J. E. Cvetas
Room 330
1416 Dodge St.
Omaha, NE 68179

If **OPTION 1 or 2** is checked, you must put down the address of the residence and you may not use a P. O. Box Number.

Gentlemen:

During our negotiations, the Organization expressed concern regarding the instructions issued to appraisers. Your primary concern was that these instructions could possibly be misinterpreted to discount the fair value of an employee's home.

This will confirm discussion regarding the intent of the language "normal market time" contained in the instructions to the appraisers. The appraisers are not to reduce the fair value of a home based upon the length of market time required to sell a home on April 22, 1994. For example, if a home is worth \$100,000 without considering market time, appraisal of the home will not be reduced because the home may require more than the "average" market time.

The other instructions to the appraisers which reflect competitive listings, supply and demand, and overall market conditions, etc., are not intended to reflect the current market conditions which may be brought about by the relocation to other cities but rather, should reflect the conditions of the market prior to April 22, 1994. It is also to be understood that the availability of financing is not to be used to discount the fair value of an individual's home.

It was further agreed that only appraisers that are certified as an SRA (Society of Real Estate Appraisers) or an MAI (Member of Appraisal Institute) will be used to make appraisals. Also, any employee may submit the name of an appraiser carrying a rating of SRA or MAI to the Carrier and the appraiser will then be added to the list of names of appraisers to be used by the employees. The group selected by the Union Pacific to handle the relocation service will in no way try to influence an appraiser. The UTU General Chairmen will be furnished with a copy of the instructions issued to the appraisers.

Side Letter No. 3
Page Two

If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

AGREED:

M. B. Fitting, Jr.
General Chairman, UTU

[Signature]
General Chairman, UTU

[Signature]
General Chairman, UTU

W. S. Hinckley
W. S. HINCKLEY
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING - SOUTH

Gentlemen:

This Agreement was entered into as a result of several negotiating sessions in which both parties agreed to terms and conditions that were outside the parameters of Article IX of the October 31, 1985 UTU National Agreement. Some of these changes also concerned the application and jurisdiction of controlling schedule agreements.

This letter is for the purpose of confirming that neither of the parties has waived any position concerning changes in the National Agreements or system working agreements being within the ambit of Interdivisional Service negotiations.

This Agreement will not be referred to as precedent by the parties in any venue, including negotiation, arbitration and/or litigation except concerning a claim or grievance arising out of the interpretation of this Agreement.

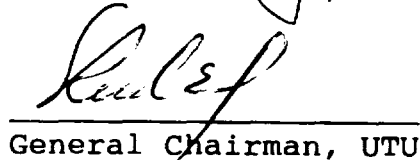
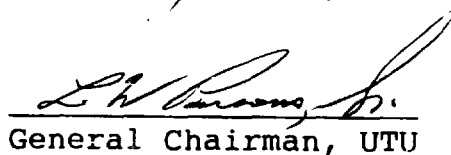
If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,



W. S. HINCKLEY
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING - SOUTH

AGREED:


General Chairman, UTU
General Chairman, UTU
General Chairman, UTU

EXTRA BOARD / POOL MONROE 54/46

Roster Slot	Roster Choice	Roster Slot	Roster Choice	Roster Slot	Roster Choice
1	MPUL	28		55	
2	T&P	29		56	
3	MPUL	30		57	
4	T&P	31		58	
5	MPUL	32		59	
6	T&P	33		60	
7	MPUL	34		61	
8	MPUL	35		62	
9	T&P	36		63	
10	MPUL	37		64	
11	T&P	38		65	
12	MPUL	39		66	
13	T&P	40		67	
14	MPUL	41		68	
15	T&P	42		69	
16	MPUL	43		70	
17	T&P	44		71	
18	MPUL	45		72	
19	T&P	46		73	
20	MPUL	47		74	
21		48		75	
22		49		76	
23		50		77	
24		51		78	
25		52		79	
26		53		80	
1 27		54		81	

Side Letter No. 7

MR S B RUDEL
GENERAL CHAIRMAN UTU (CTE)
7817 CAMELOT ROAD
FT WORTH TX 76134

Dear Sir:

This refers to Section 17(c)(3) which concerns employees on mileage run-off positions. You requested a clarification of what rights an employee would have living at Alexandria and working a mileage run off position at Shreveport. Prior to this the employee could have worked at Livonia on a road switcher.

The current assignment at Shreveport does not count as a permanent position for the implementation of ID service. When the new assignments are established if the employee bid in a position at Shreveport, the employee would be entitled to a relocation allowance but would not be entitled to a relocation allowance if the employee returns to a position at Livonia or Avondale.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,



W. S. HINCKLEY
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING - SOUTH

AGREED:


General Chairman, UTU

MR S B RUDEL
GENERAL CHAIRMAN UTU (CTE)
7817 CAMELOT ROAD
FT WORTH TX 76134

Dear Sir:

During our negotiations covering Interdivisional Service proposed by the Carrier in a notice dated April 22, 1994, we discussed the concept of "work cycles."

We agreed to try a pilot program in an area where we had a history of the number of trips per month per employee, average time at the far terminal, average time at home between trips and average number of employees in the pool. Our negotiations of a pilot agreement revealed that knowing each of these items is critical to the establishment of a different work cycle.

Because the "Livonia ID" proposals create several new runs and the parties do not have the needed "history" of information to develop an alternative work cycle, the subject has not been a part of active bargaining. It is, however, the intent of both parties to discuss alternate work cycles after a six month "history" has been developed. It is not the intent of this letter to force either party into an alternate work cycle but to commit to fully explore the issue and to negotiate in good faith.

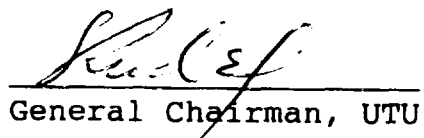
If the above properly reflects your notes of our discussions, please sign below returning one copy to this office.

Yours truly,



W. S. HINCKLEY
GENERAL DIRECTOR - LABOR RELATIONS
OPERATING - SOUTH

AGREED:



General Chairman, UTU

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION

ESTABLISHMENT OF INTERDIVISIONAL SERVICE
OKLAHOMA CITY, OKLAHOMA - WICHITA, KANSAS

On September 17, 2001, Union Pacific Railroad Company ("Carrier" or "UP") served notice of its intention to establish new interdivisional service between Oklahoma City, Oklahoma, and Wichita, Kansas, under the conditions set forth in Article IX of the October 31, 1985 UTU National Agreement, as amended.

The parties signatory hereto have, pursuant to the above-cited Article, agreed to the terms governing this new interdivisional service. Specifically, IT IS AGREED:

I. Interdivisional Service

Section 1: Operations

- A. Carrier may establish interdivisional pool freight service to operate between Oklahoma City, Oklahoma and Wichita, Kansas.**
- B. Oklahoma City will be the home terminal and Wichita the away-from-home terminal for employees working in this interdivisional service.**
- C. Crews in this service may operate between Oklahoma City and Wichita on UP trackage (via El Reno) or via UP trackage rights on BNSF (via Winfield). The route miles are as follows:**

Between Oklahoma City and Wichita on UP trackage (via El Reno)
190 miles

Between Oklahoma City and Wichita on BNSF trackage (via Winfield)
160 miles

NOTE: The mileage specified above to be paid for the Oklahoma City - Wichita runs are subject to final verification by the parties.

- D. Nothing herein shall preclude Carrier from using employees assigned to the Chickasha Extra List to protect this service if an Oklahoma City crew is unavailable. If the Chickasha Extra List is likewise exhausted, the Chickasha - Wichita Pool may be used to protect this service.

Section 2: Meals En Route

Meals en route for employees working in this service will be governed by Article IX, Section 2, Paragraph (e) of the October 31, 1985 UTU National Agreement.

Section 3: Away-From-Home Terminal Meals

Away-from-home terminal meal allowances for employees working in this service will be governed by Article IX, Section 2, Paragraph (d) of the October 31, 1985 UTU National Agreement.

Section 4: Transportation

The provisions of Article IX, Section 2, Paragraph (c) of the October 31, 1985 UTU National Agreement will apply for employees working in this service.

Section 5: Suitable Lodging

The Carrier will, in accordance with applicable existing Agreement requirements, provide suitable lodging at the away-from-home terminal for employees working in this service.

Section 6: Hours-of-Service Relief

- A. Extra crews from Oklahoma City shall protect turnaround hours of service relief for trains destined to Oklahoma City. If no extra crews are available or assigned at Oklahoma City, an Oklahoma City pool crew may be used to provide turnaround hours of service relief for trains destined to Oklahoma City.
- B. Carrier may use crews from the Chickasha - Wichita Pool to provide all turnaround hours of service relief for trains in this service

that are destined to Wichita. Should pool service operating between Oklahoma City and Wichita increase to the point where Oklahoma City crews can efficiently protect turnaround hours of service relief for its trains destined for Wichita, the General Chairman and Labor Relations Director shall meet and discuss an independent operation.

- C. Regular or Extra crews used in this turnaround hours of service relief shall be considered called in combination deadhead/service and shall be paid as such.
- D. Nothing herein shall prevent the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours-of-service relief within road/yard service zones, pool crews performing through freight combined service/deadheads between terminals, road switchers handling trains within their zones and/or using a trainman from a following train to work a preceding train.

Section 7: Extra List

The Carrier will establish an extra list at Oklahoma City to protect temporary vacancies on the Oklahoma City Branch that currently consists of the following assignments:

1. Shawnee Local
2. Oklahoma City Yard Switcher
3. Oklahoma City El Reno TSE
4. Oklahoma City - Wichita Pool

The extra list at Chickasha may be required to protect vacancies on the Oklahoma City Branch absent available crews.

II. Implementation

Section 1: Notice

The Carrier shall give the General Chairman fifteen (15) days written notice of its intent to implement this Agreement.

Section 2: Assignments/Bulletins

The UTU Local Chairman and representatives from CMS, Timekeeping and Labor Relations shall work together to ensure the provisions of this Agreement are fully and properly implemented.

III. Protective Conditions

Employees adversely affected as a result of implementation of this Agreement will be entitled to the protective benefits set forth in Article IX, Section 7 of the October 31, 1985 UTU National Agreement.

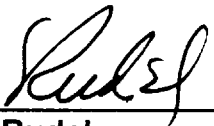
IV. General

Section 1: Savings Clauses

- A. In the event the provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein shall prevail and apply.
- B. The terms and conditions of this Agreement are intended to address and/or apply to the interdivisional service run between Oklahoma City and Wichita. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc.

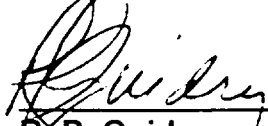
Signed this 12th day of June, 2002 in Fort Worth Texas.

FOR THE UNITED TRANSPORTATION
UNION:




S. B. Rudel
General Chairman, UTU

FOR THE UNION PACIFIC RAILROAD
COMPANY:



R. P. Guidry
Director - Labor Relations

Approved:



M. B. Futhey, Jr.
International Vice President, UTU

MEMORANDUM OF AGREEMENT (RoadRailer), Effective June 1, 1987:

For the purpose of improving employee work opportunities and the Company's ability to compete more effectively with other transportation systems for intermodal business, the parties hereby agree to the operation of solid intermodal-type trains (RoadRailer only) under the following conditions:

1. Trains in this service will be operated without a caboose and will be manned by a conductor provided the train length (excluding locomotive) does not exceed 3000 feet. Trains in excess of 3000 feet will be manned by a conductor and one or two brakemen pursuant to the Crew Consist Agreement of March 17, 1980. Employees will not be required to operate with less than the required train crew consist specified in this agreement nor will they be censured or disciplined in any manner for refusal to do so.

2. Crews assigned to this type service will not be used in any other service and will perform no work between terminals except as may be necessary in connection with setting out bad order cars or picking up repaired cars previously set out by trains in this service.

3. Each train will have an operable portable radio in addition to a fixed operable radio of the same frequency on the lead unit of the locomotive when operated with a reduced crew consisting of a conductor only or one conductor and one brakeman. Reduced crews will not be required to depart home terminal of their assignment without the above radio equipment, nor will they be censured or disciplined in any way for refusing to do so.

4. The Special Allowance and Trust Fund payment provided for in the UTU Crew Consist Agreement of March 17, 1980, will be allowed.

5. Trains operated in the service will be manned by the respective conductors' extra boards until such time as the service is sufficient to warrant establishment of a pool, at which time it will be the Local Chairman's option to establish a pool or to continue manning the trains from the extra board.

6. The service provided for herein may be established by the Carrier upon ten (10) days written notice to the Organization and in those territories where this new service is operated, there will be no reduction in regular road service, including trains designated as locals, as the direct result of establishment of RoadRailer service.

7. This Agreement shall become effective June 1, 1987 and remain in effect thereafter, subject to cancellation by either party upon serving thirty (30) days' written notice

upon the other party. It is agreed, however, that the parties will meet in conference to review any problems which may arise in connection with the agreement and attempt to resolve them prior to serving notice to terminate this Agreement.

Dated at Ft. Worth, Texas this 12th day of May, 1987.

~~MEMORANDUM OF AGREEMENT, Effective July 1, 1986: Canceled 11/16/93 1450-9A~~

~~For the purpose of improving the Company's ability to compete more effectively with other transportation systems for intermodal business, namely, trailer-on-flat-car (TOFC) and container-on-flat-car (COFC) which is presently moving via truck in the New Orleans - Dallas Corridor,~~

~~IT IS AGREED:~~

~~Section 1. The Company may establish through freight pool service assignments to operate between New Orleans and Shreveport, Louisiana, and between Shreveport and Mesquite, Texas subject to the following conditions:~~

~~(a) Assignments will be operated without a caboose and with a crew consist of one engineer and one conductor. Firemen will only work on these assignments if there are no other firemen, hostler or hostler-helper positions available on their seniority district.~~

~~(b) Traffic on these trains will be limited to intermodal business such as piggyback, TOFC, COFC and double stacks.~~

~~(c) Trains operated pursuant to this agreement without a caboose and with a crew of one engineer and one conductor will not exceed 30 cars or 3000 feet in length excluding locomotive units. If trains are operated between 30 cars and 121 cars, they will be operated by a crew of one engineer, one conductor and one brakeman.~~

~~(d) Trains operating under this agreement will run from terminal to terminal intact and, except for setting out cars in emergency, no work will be performed enroute. Initial and final terminal work will be limited to a single doubleover.~~

~~Section 2. Interdivisional crew districts for this service are established as follows:~~

~~(a) New Orleans - Shreveport - New Orleans will be the home terminal for New Orleans District conductors and Shreveport will be the home terminal for Shreveport District conductors.~~

~~(b) Shreveport - Mesquite - Shreveport will be the home terminal for Shreveport District conductors. Mineola will be the home terminal for Mineola District conductors who will be deadheaded between Mineola and Mesquite on each service trip originating or terminating at Mesquite.~~

~~Section 3. A separate pool of Conductors will be established in each of the crew districts set forth above to protect the service and each seniority district within the respective crew districts will share in manning the runs on a percentage basis determined by dividing the mileage of each seniority district's segment of the run by the total mileage of the run.~~

~~Section 4. All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on October 31, 1985, by the number of miles encompassed in the basic day as of that date. Car scale additives will apply to mileage rates calculated in accordance with this provision.~~

~~Section 5. The Special Allowance and Trust Fund payment provided for in the Crew Consist Agreement of March 17, 1980 will be allowed.~~

~~Section 6. Conductors operating in this service will not stop to eat but will be paid an allowance of \$4.15 for the trip subject to all future wage and cost-of-living allowance increases.~~

~~Section 7. The standard "held-away-from-home-terminal" rule for pool crews and "away-from-home-expenses" agreements will apply to conductors in this service.~~

~~Section 8. The service provided for herein may be established by the Carrier upon ten (10) days written notice to the Organization, and it is understood that there will be no reduction in regular road service, including trains designated as locals, in the territory covered by this Agreement, as the direct result of establishment of this service.~~

~~Section 9. This Agreement shall become effective July 21, 1986 and remain in effect thereafter subject to cancellation by either party, upon serving 30 days' written notice upon the other party. It is agreed, however, that the parties will meet in conference to review any problems which may arise in connection with the Agreement and attempt to resolve them prior to serving notice to terminate the Agreement.~~

~~Dated at Ft. Worth, Texas this 16th day of July, 1986.~~

~~LETTER AGREEMENT, July 16, 1986:~~

~~This confirms our understanding with respect to Agreement signed today covering the operation of Intermodal trains in the New Orleans - Mesquite corridor.~~

~~When the service is established and until the trains are operated daily or the number of trains exceeds one in each direction 5 or more days per week, it is agreed:~~

~~1. To avoid excessive layovers on the 6th and 7th days at away-from-home terminals, conductors in this service will be promptly deadheaded to the home terminal by limo.~~

~~2. Conductors assigned to this service will be guaranteed the equivalent earnings of 3200 miles per month. All miles run and all other earnings will be credited toward the guarantee, which will be paid at the basic through freight rate. Conductors manning these runs only a portion of a calendar month, will receive the pro rata portion of the guarantee based on the length of time they are in and available for such service. Conductors who lay off, miss a call, or for any other reason are absent from available service, will have the earnings lost credited against their guarantee. The guarantee will not apply to conductors called to work on these runs on a trip-by-trip basis from extra boards or other sources of providing "extra" men. It will apply if and when "extra" conductors are used on vacancies of stated or unknown duration - beyond a single round trip.~~

~~It is further agreed that:~~

~~3. In lieu of using transportation afforded by the company when deadheading between Mineola and Mesquite; Shreveport and Mesquite; Shreveport and Mineola or Shreveport and New Orleans, Conductors may use their personal automobile and be paid a mileage allowance at the prevailing rate (currently 27.5 cents per mile) based on actual highway mileage via the most direct route between the aforementioned points.~~

~~4. Conductors initially assigned to this service will not be required to lose time or "ride the road" on their own time to become qualified on the territory.~~

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

~~LETTER AGREEMENT, June 8, 1987, 1450-13, 360-7:~~

~~This refers to your letter of May 20, 1987 regarding Agreement of July 16, 1986 establishing TOFC and COFC through freight pools in the Dallas - New Orleans corridor wherein certain items of concern are addressed.~~

~~It is understood that in the event the train length should require the use of one (1) or more brakemen they will be handled as follows:~~

- ~~1. Brakemen used out of home terminal will be deadheaded back to their home terminal after arrival at the away-from-home terminal unless it is anticipated they will be needed for the return trip.~~
- ~~2. Should the need for a brakeman arise at the away-from-home terminal and time does not permit using brakeman from home terminal, the brakeman used in this service will be deadhead back to his home terminal on the arrival of the train at its objective terminal.~~
- ~~3. Sections 4, 5, 6 and 7 of the July 16, 1986 Agreement are applicable to brakemen when train length requires they be used.~~

~~It is also understood that when trains in this service operate without a brakeman out of the initial terminal where yard crews are available, bad orders found in the trains will be removed by yard crews.~~

Table for Computing Overtime for Runs of
Over 100 Miles in Freight Service Showing
Hours and Minutes Before Overtime Begins.

Miles	Hrs.	Min.	Miles	Hrs.	Min.
101	8	05	151	12	05
102	8	10	152	12	10
103	8	14	153	12	14
104	8	19	154	12	19
105	8	24	155	12	24
106	8	29	156	12	29
107	8	34	157	12	34
108	8	38	158	12	38
109	8	43	159	12	43
110	8	48	160	12	48
111	8	53	161	12	53
112	8	58	162	12	58
113	9	02	163	13	02
114	9	07	164	13	07
115	9	12	165	13	12
116	9	17	166	13	17
117	9	22	167	13	22
118	9	26	168	13	26
119	9	31	169	13	31
120	9	36	170	13	36
121	9	41	171	13	41
122	9	46	172	13	46
123	9	50	173	13	50
124	9	55	174	13	55
125	10	--	175	14	--
126	10	05	176	14	05
127	10	10	177	14	10
128	10	14	178	14	14
129	10	19	179	14	19
130	10	24	180	14	24
131	10	29	181	14	29
132	10	34	182	14	34
133	10	38	183	14	38
134	10	43	184	14	43
135	10	48	185	14	48
136	10	53	186	14	53
137	10	58	187	14	58
138	11	02	188	15	02
139	11	07	189	15	07
140	11	12	190	15	12
141	11	17	191	15	17
142	11	22	192	15	22
143	11	26	193	15	26
144	11	31	194	15	31
145	11	36	195	15	36
146	11	41	196	15	41
147	11	46	197	15	46
148	11	50	198	15	50
149	11	55	199	15	55
150	12	--	200	16	--

UNITED TRANSPORTATION UNION
UNION PACIFIC RAILROAD
(Former T&P)

RATES OF PAY - EFFECTIVE JULY 1, 1991

YARDMEN

	<u>PER DAY</u>	<u>PER HOUR</u>	<u>OVERTIME</u>
Foreman	\$124.23	\$15.53	\$23.30
FBYM	\$134.59	\$16.82	\$25.23
CRO	\$126.40	\$15.80	\$23.70
Helper	\$118.85	\$14.86	\$22.29

COUPLE & UNCOUPLE AIR

\$6.71 Per Day

FOREMAN ONLY - WEIGH CARS (FORMER T&P AT TEXARKANA

\$0.55 Per Day

REDUCED CREW SPECIAL ALLOWANCE

\$8.13

UNITED TRANSPORTATION UNION
UNION PACIFIC RAILROAD
(Former T&P)

CONDUCTORS - BRAKEMEN

RATES OF PAY - EFFECTIVE JULY 1, 1991

No. Cars Handled	Freight				I.D. Freight		Local				I.D. Local	
	Conductors		Brakemen		Cdrs.	Bkmn.	Conductors		Brakemen		Cdrs.	Bkmn.
	114 Mile Rate	Over 114 Miles	114 Mile Rate	Over 114 Miles	Over 114 Miles	Over 114 Miles	100 Mile Rate	Over 100 Miles	100 Mile Rate	Over 100 Miles	Over 100 Miles	Over 100 Miles
Basic	110.01	88.59	102.61	83.20	96.36	89.89	110.99	89.51	103.38	83.97	97.34	90.66
1- 80	110.36	88.94	102.96	83.55	96.71	90.24	111.34	89.68	103.73	84.32	97.69	91.01
81-105	111.01	89.59	103.61	84.20	97.36	90.89	111.99	90.51	104.38	84.97	98.34	91.66
106-125	111.41	89.99	104.01	84.60	97.76	91.29	112.39	90.91	104.78	85.37	98.74	92.06
126-145	111.66	90.24	104.26	84.85	98.01	91.54	112.64	91.16	105.03	85.62	98.99	92.31
146-165	111.76	90.34	104.36	84.95	98.11	91.64	112.74	91.26	105.13	85.72	99.09	92.41
166-185	111.96	90.54	104.56	85.15								

No. Cars Handled	Work Train				Freight		Local		Work Train		Dodgers	
	Conductors		Brakemen		Cdrs.	Bkmn.	Cdrs.	Bkmn.	Cdrs.	Bkmn.	Cdrs.	Bkmn.
	100 Mile Rate	Over 100 Miles	100 Mile Rate	Over 100 Miles	Less Than 114 Miles		Less Than 100 Miles		Less Than 100 Miles		Less Than 100 Miles	
Basic	110.35	88.82	103.00	83.53	111.90	104.53	113.90	106.30	112.19	104.88	119.07	113.67
1- 80	110.70	89.17	103.35	83.88	112.25	104.88	114.25	106.65	112.54	105.23	119.42	114.02
81-105	111.35	89.82	104.00	84.53	112.90	105.53	114.90	107.30	113.19	105.88	120.07	114.67
106-125	111.75	90.22	104.40	84.93	113.30	105.93	115.30	107.70	113.59	106.28	120.47	115.07
126-145	112.00	90.47	104.65	85.18	113.55	106.18	115.55	107.95	113.84	106.53	120.72	115.32
146-165	112.10	90.57	104.75	85.28	113.65	106.28	115.65	108.05				

REDUCED CREW - SPECIAL ALLOWANCE - \$8.13 Per Day
DODGER AIR PAY - \$6.71

united transportation union

VICE CHAIRMEN

T. L. JOHNSON
R. W. BALLARD
J. L. HENSLEY
J. A. DUNN



ASSOCIATE CHAIRMEN

C. L. CRAWFORD
J. A. SAUNDERS
SECRETARY
J. A. MCKIBBEN

General Committee of Adjustment— C-T-Y-E
UNION PACIFIC RAILROAD (T&P)

Sammy B. Rudel, General Chairman

137 Sycamore School Road, Suite 101 • Fort Worth, TX 76134
Telephone 817/293-2709 • Fax 817/293-1813 • E-mail utusbr@eudoramail.com

CONDUCTORS - BRAKEMEN - YARDMEN											
RATES OF PAY - EFFECTIVE JULY 1, 2002											
	Freight				I.D.Freight		Freight		Work Train		
	Conductors		Brakemen		Cdrs.	Bkmn.	Cdrs.	Bkmn.	Cdrs.	Bkmn.	
No.Cars Handled	Basic Day	Over Miles	Basic Day	Over Miles	Over Miles	Over Miles	Less Than 130 Miles		Less Than 100 Miles		
Basic	145.36	108.82	136.23	102.60	118.18	110.86	147.70	138.60	148.05	139.04	
1 - 80	145.71	109.21	136.58	103.00	118.68	111.22	148.05	138.95	148.40	139.39	
81 -105	146.36	109.98	137.23	103.76	119.41	111.95	148.70	139.60	149.05	140.04	
106-125	146.76	110.43	137.63	104.21	119.84	112.21	149.10	140.00	149.45	140.44	
126-145	147.01	110.72	137.88	104.50	120.12	112.67	149.35	140.25	149.70	140.69	
146-165	147.11	110.83	137.98	104.62	120.24	112.78	149.45	140.35			
166-185	147.31	111.06	138.18	104.84							
	Local				Local		Guaranteed Boards				
	Conductors		Brakemen		Cdrs.	Bkmn.					
No.Cars Handled	Basic Day	Over Miles	Basic Day	Over Miles	Less than 100 miles		Combination Road/Yard.....\$2,634.12				
Basic	146.34	111.86	137.00	105.48	149.98	140.64	Combination Road.....\$2,634.12				
1 - 80	146.69	112.28	137.35	105.87	150.34	141.00	Yard.....\$1,797.34				
81- 105	147.34	113.02	138.00	106.63	151.02	141.67	Supplemental Road.....\$2,239.01				
106-125	147.74	113.47	138.40	107.09	151.43	142.08	Supplemental Yard.....\$1,527.74				
126-145	147.99	113.77	138.65	107.38	151.69	142.34					
146-165	148.09	113.88	138.75	107.49	151.79	142.45	CIT/FIT (per day) \$130.03				
	Work Train				TSE (Foreman/Helper Rate) and						
	Conductors		Brakemen		Yard Assignments						
No.Cars Handled	Basic Day	Over Miles	Basic Day	Over Miles			Daily Rate	Per Hour	O.T. Rate	RCO	
Basic	145.79	111.07	136.70	104.97	Conductor/Foreman		162.94	20.37	30.56	178.58	
1 - 80	146.14	111.47	137.05	105.38	FBYM		176.52	22.07	33.11	193.54	
81- 105	146.79	112.22	137.70	106.12	Brakeman/Helper		156.29	19.54	29.31	171.47	
106-125	147.19	112.68	138.10	106.77	RCO						
126-145	147.44	112.98	138.35	106.87							
146-165	147.54	113.09	138.45	106.98							
Air Pay.....\$6.71 per day											
Reduced Crew Special Allowance.....\$10.71 plus \$3.75 (frozen).....Conductor/Foreman only - \$29.53											
Conductor/Foreman Training New Hires - \$12.22Conductor Trainer - \$12.22											

A G R E E M E N T

Between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION (C,T&E)

(Former Texas and Pacific)

TRAVELING SWITCHER (DODGER) ASSIGNMENTS

In keeping with precepts set forth in Article VII of the October 31, 1985 UTU National Agreement, the parties signatory hereto agree the terms and conditions set forth herein shall govern establishment and operation of traveling switcher (Dodger) assignments in territories comprising the former Texas and Pacific, except as provided in Side Letter No. 1.

It is agreed the terms and conditions for establishing and operating traveling switchers (dodgers) are as follows:

Section (1) Traveling switcher assignments will be made with a regularly set starting time and with a regularly assigned on and off-duty point with a thirty-five (35) mile radius or sixty (60) miles in one direction mileage limitation on a five, six or seven-day per week basis.

NOTE #1

In accordance with Side Letter #24 of the October 31, 1985 UTU National Agreement - "JOINT STATEMENT CONCERNING EFFORTS TO IMPROVE THE

COMPETITIVE ABILITIES OF THE INDUSTRY" - if business increases at an existing industry or a new shipper locates in close proximity to the established limits, the Carrier may service it with an existing road switcher by providing ten (10) days notice.

NOTE #2

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

- Section (2) Traveling switcher assignments may be required to, without penalty, operate into, out of and through terminals of their run, or into, out of or through any point of their assignment, or over any part of their assignment as many times as may be required.
- Section (3) Pay provisions pertaining to initial and final terminal switching and/or delay and terminal switching will not apply to these assignments.
- Section (4) Employees in such service will be paid the five-day yard rate for the entire trip or day's work. Eight hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight hours' service. Miles run shall not be taken into account for pay purposes. In addition, those ground service crew members with a seniority date of October 31, 1985, or earlier shall be

entitled to air pay.

Section (5) The National Holiday Agreement shall apply to road switcher service without regard to mileage operated.

Section (6) An assigned road switcher crew who is required to work less than the bulletined number of days of the assignment will be paid a day's pay for each day not worked. If traffic is temporarily interrupted because of snow blockade, washouts, wrecks or similar obstructions, and it is impossible to perform regular service, the guarantee does not apply provided the crew is notified at least four (4) hours prior to going on duty.

Section (7) Except as specifically provided herein, nothing contained in this agreement shall be construed as modifying, amending or superseding any of the provisions of schedule agreements between the UTU (former Texas and Pacific) and this Carrier.

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

Signed at Fort Worth, Texas, this _____ day of _____, 1994.

FOR THE
UNITED TRANSPORTATION UNION:

FOR THE
UNION PACIFIC RAILROAD COMPANY:

S. B. RUDEL
General Chairman, UTU

S. A. BANNISTER
Director Labor Relations
Operating South

QUESTIONS AND ANSWERS TRAVELING SWITCHER (DODGER) AGREEMENT

Section (1)

1. Q. Does this Agreement give the Carrier the right to replace locals with TSE's?
 - A. Yes, however, a TSE may not be designated as a local under Article 5(a), "Local Freight, Dodgers, Cane and Mixed Trains", of the applicable agreement.

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

3. Q. Is the off-duty point the same as the on-duty point?
 - A. Yes.

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

5. Q. Are there any restrictions on a TSE at those locations where a yard crew(s) is assigned and on duty?
 - A. Yes. A TSE may perform any duties in connection with its own train. No general yard switching may be performed if a yard crew is on duty.

Section (2)

1. Q. Is there any restriction on how many times a TSE may run back and forth over the limits of their assignment?
 - A. No, there is free movement over the territory of the assignment.

2. Q. Is there any restriction how often a TSE may operate into and out of or through terminals?
 - A. No, see the preceding answer.

General

1. Q. What eating rule applies to TSE's?
 - A. TSE's are governed by paragraph 6 of the May 25, 1978 Memorandum of Agreement (Freight Crews Eating in Line, of Road).

2. Q. Will TSE's operating under existing agreements be abolished and/or re-established?
 - A. No, but it is understood the pre-existing agreements are superseded and the assignments will now be governed under the provisions of this Agreement.

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



August 2, 1994

Side Letter No. 1

MR S B RUDEL

**GENERAL CHAIRMAN UTU(CTE)
7817 CAMELOT ROAD
FT WORTH TX 76134**

Dear Sir:

This is in reference to our discussions concerning the Traveling Switcher (Dodger) Agreement.

We hereby acknowledge the December 10, 1993, Livonia Switching District Agreement will remain in effect and is not superseded by any provisions herein unless the parties mutually agree to adopt this agreement at Livonia.

Yours truly,

**SHARON A. BANNISTER
DIRECTOR LABOR RELATIONS
OPERATING - SOUTH**

**AGREED:
FOR THE
UNITED TRANSPORTATION UNION:**

S. B. Rudel, General Chairman

APPROVED:

A. M. Lankford, Vice President

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



Side Letter No. 2

Files: (S) 1860.65-1
(S) 1860-1

MR S B RUDEL
GENERAL CHAIRMAN UTU(CTE)
7817 CAMELOT ROAD
FT WORTH TX 76134

Dear Sir:

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

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

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

Yours truly,

A handwritten signature in cursive script that reads "Sharon A. Bannister".

SHARON A. BANNISTER
DIRECTOR LABOR RELATIONS
OPERATING - SOUTH

AGREED:
FOR THE
UNITED TRANSPORTATION UNION:

A handwritten signature in cursive script that reads "S. B. Rudel".

S. B. Rudel, General Chairman

Date of Signing: October 28, 1994

UTUSBR01.SAB(8)

MEMORANDUM OF AGREEMENT

For The Dallas/Fort Worth Hub

Between

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

PEER TRAINING AGREEMENT

Carrier File 110.61-17

The parties recognize that factors such as new or enhanced technology, FRA reporting requirements, the interest in improving employees performance and safety through training, etc., have created a need for expanded training programs. The use of peer trainers has proven to be an effective means to support various training programs. Accordingly, the parties agree the Carrier may supplement its training programs with peer trainers as follows:

1. The Carrier may develop a pool of peer trainers for both classroom and field training purposes. The Carrier will determine the number of peer trainers in the pool.
2. The appropriate Carrier Officer(s) and the UTU General Chairman, or his designated representative(s), will work together to select peer trainer candidates who, in the judgement of the parties, are best qualified to act as peer trainers. It is anticipated the positions will be established at major home terminals but the parties recognize that the trainers may be sent to any terminal to assist with training. Trainers may also be required to train new trainers.
3. Employees selected as peer trainers will serve in that capacity for a minimum of twenty-four (24) months subject to the following:
 - (a) Employees participating as peer trainers will attend all necessary classes to qualify as a trainer.

- (b) If necessary, the last month of the assignment will be devoted to assisting with training replacement(s).
 - (c) Peer trainers involved in an ongoing training assignment at the expiration of the two (2) year period will be permitted to complete the assignment.
 - (d) The parties may agree to extend an individual's peer train assignment an additional one (1) year each anniversary date following the expiration of the first two (2) year term.
 - (e) Peer trainers will be required to maintain proficiency as conductor/brakeman/yardman while assigned to the peer training pool by taking all required examinations.
 - (f) A peer trainer may be relieved of his/her duties at the Carrier's discretion during a two (2) year or an extended term due to diminished demand for his/her services as a peer trainer. If recalled by the Carrier to again serve as a peer trainer, such service shall be for the remainder of the term.
 - (g) A peer trainer may be relieved of his/her duties as a peer trainer by the Carrier for cause or by mutual agreement between the Carrier and the Organization.
4. Peer trainers may be utilized for any training needs including, but not limited to, the following classroom and on-the-job training:
- (a) Rules examination.
 - (b) Familiarization.
 - (c) ATCS training.
 - (d) Electronic tie-up.
 - (e) FRA reporting.
 - (f) TCS skills.
 - (g) Hump system.
 - (h) Conductor/foreman training.
 - (i) Industrial switching/spotting instructions.
 - (j) Remote control locomotives.

Employees may be proficient or become qualified as a peer trainer in some or all of the environments where trainers are utilized. When a training need arises, the Carrier will select qualified peer trainer(s) from the pool of trainers for the particular assignment. If the peer training assignment is anticipated to be fifteen (15) days or less, the resulting

vacancy caused by the peer trainer leaving a conductor/brakeman/yardman assignment will be treated as a temporary vacancy under the existing rules. If the vacancy is anticipated to be for sixteen (16) days or more, then it will be treated as a permanent vacancy under existing rules. It is recognized certain factors may lengthen assignments originally estimated to be less than fifteen (15) days. In these cases the assignments will be bulletined as soon as it is known the peer trainer assignment will be longer than fifteen (15) days.

Note 1: An employee working his/her regular train/yard service assignment will not be considered a peer trainer under the terms of this Agreement when employees/students are assigned to his/her job for on-the-job training.

Note 2: (a) The parties recognize that certain training will require the Carrier to utilize highly trained or specialized trainers or use more trainers that are available. In these cases the Carrier may use peer trainers from other areas of the Region or System to accommodate and/or supplement training needs. Conversely, the Carrier may utilize highly trained or specialized trainers from this territory on other areas of the Region or System to accommodate and/or supplement training needs.

(b) It is not intended peer trainers from this territory will be used on other areas of the Region or System for unusually long or extended periods. Issues that may arise as a result of the Carrier's use of peer trainers off this territory on to other areas of the Region or System will be handled by the Director - Labor Relations and General Chairman.

Note 3: Peer trainers may be required to analyze and update data in connection with preparation or execution of training classes, to organize and schedule class attendance, and to determine class size based on workforce requirements only in connection with their peer training assignment.

5. Peer trainers shall be compensated as follows:
 - (a) \$244.84 per day while attending "train the trainer" classes or working as a peer trainer.

- (b) When applicable, the daily rate shall be paid for the day preceding the commencement of the training classes or an assignment and for the day following the last day of the class or assignment in order to accommodate travel and/or rest.
 - (c) Full time peer trainers (i.e. assigned for thirty (30) or more consecutive days, including rest days) shall be guaranteed twenty-two (22) days per month.
 - (d) The daily rates shall be subject to COLA and other general wage adjustments.
 - (e) When peer trainers are required to work or attend classes more than thirty (30) miles from the peer trainer's residence, the peer trainer will be reimbursed pursuant to the Carrier's Travel and Business Expense Policy while away from home. Peer Trainers who receive permission to drive their personal automobile will be reimbursed at the current IRS mileage rate. Peer Trainers must turn in expense forms showing receipts for actual lodging, travel and meal expenses subject to the aforementioned policy.
 - (f) Employees working as peer trainers will be treated as occupying the highest rated position for purposes of computing any applicable wage protection.
 - (g) It is understood that all time spent (including travel and assigned rest days) in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Monies earned, as a peer trainer will be used to off set guarantee where applicable. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and earnings.
6. When there is a need to reduce the number of peer trainers assigned to a project the group working on the project as peer trainers should be canvassed for volunteers who wish to return to regular duty. If there are insufficient volunteers reductions will be made in reverse seniority order assuming fitness, ability and merit are equal.
7. Problems or disputes associated with application of this Agreement will be handled between the General Chairman and Director of Labor Relations within ten (10) days of receipt of written notice.

8. This Agreement is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution and may be cancelled by either party upon sixty (60) days' advance written notice to the other party of its intent to cancel. During the intervening time or as mutually agreed, the parties will meet to discuss the reasons precipitating the cancellation in an effort to resolve those issues and avoid termination of this Agreement.

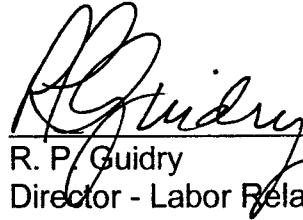
Signed this 10th day of February, 2003

For the United Transportation Union



S. B. Rudel
General Chairman

For Union Pacific



R. P. Guidry
Director - Labor Relations

MEMORANDUM OF AGREEMENT

For The San Antonio Hub

Between

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION

**PEER TRAINING AGREEMENT
Carrier File 110.61-15**

The parties recognize that factors such as new or enhanced technology, FRA reporting requirements, the interest in improving employees performance and safety through training, etc., have created a need for expanded training programs. The use of peer trainers has proven to be an effective means to support various training programs. Accordingly, the parties agree the Carrier may supplement its training programs with peer trainers as follows:

1. The Carrier may develop a pool of peer trainers for both classroom and field training purposes. The Carrier will determine the number of peer trainers in the pool.
2. The appropriate Carrier Officer(s) and the UTU General Chairman, or his designated representative(s), will work together to select peer trainer candidates who, in the judgment of the parties, are best qualified to act as peer trainers. It is anticipated the positions will be established at major home terminals but the parties recognize that the trainers may be sent to any terminal to assist with training. Trainers may also be required to train new trainers.
3. Employees selected as peer trainers will serve in that capacity for a minimum of twenty-four (24) months subject to the following:
 - (a) Employees participating as peer trainers will attend all necessary classes to qualify as a trainer.

- (b) If necessary, the last month of the assignment will be devoted to assisting with training replacement(s).
 - (c) Peer trainers involved in an ongoing training assignment at the expiration of the two (2) year period will be permitted to complete the assignment.
 - (d) The parties may agree to extend an individual's peer train assignment an additional one (1) year each anniversary date following the expiration of the first two (2) year term.
 - (e) Peer trainers will be required to maintain proficiency as conductor/brakeman/yardman while assigned to the peer training pool by taking all required examinations.
 - (f) A peer trainer may be relieved of his/her duties at the Carrier's discretion during a two (2) year or an extended term due to diminished demand for his/her services as a peer trainer. If recalled by the Carrier to again serve as a peer trainer, such service shall be for the remainder of the term.
 - (g) A peer trainer may be relieved of his/her duties as a peer trainer by the Carrier for cause or by mutual agreement between the Carrier and the Organization.
4. Peer trainers may be utilized for any training needs including, but not limited to, the following classroom and on-the-job training:
- (a) Rules examination.
 - (b) Familiarization.
 - (c) ATCS training.
 - (d) Electronic tie-up.
 - (e) FRA reporting.
 - (f) TCS skills.
 - (g) Hump system.
 - (h) Conductor/foreman training.
 - (i) Industrial switching/spotting instructions.
 - (j) Remote control locomotives.

Employees may be proficient or become qualified as a peer trainer in some or all of the environments where trainers are utilized. When a training need arises, the Carrier will select qualified peer trainer(s) from the pool of trainers for the particular assignment. If the peer training assignment is anticipated to be fifteen (15) days or less, the resulting

vacancy caused by the peer trainer leaving a conductor/brakeman/yardman assignment will be treated as a temporary vacancy under the existing rules. If the vacancy is anticipated to be for sixteen (16) days or more, then it will be treated as a permanent vacancy under existing rules. It is recognized certain factors may lengthen assignments originally estimated to be less than fifteen (15) days. In these cases the assignments will be bulletined as soon as it is known the peer trainer assignment will be longer than fifteen (15) days.

Note 1: An employee working his/her regular train/yard service assignment will not be considered a peer trainer under the terms of this Agreement when employees/students are assigned to his/her job for on-the-job training.

Note 2: (a) The parties recognize that certain training will require the Carrier to utilize highly trained or specialized trainers or use more trainers that are available. In these cases the Carrier may use peer trainers from other areas of the Region or System to accommodate and/or supplement training needs. Conversely, the Carrier may utilize highly trained or specialized trainers from this territory on other areas of the Region or System to accommodate and/or supplement training needs.

(b) It is not intended peer trainers from this territory will be used on other areas of the Region or System for unusually long or extended periods. Issues that may arise as a result of the Carrier's use of peer trainers off this territory on to other areas of the Region or System will be handled by the Director - Labor Relations and General Chairman.

Note 3: Peer trainers may be required to analyze and update data in connection with preparation or execution of training classes, to organize and schedule class attendance, and to determine class size based on workforce requirements only in connection with their peer training assignment.

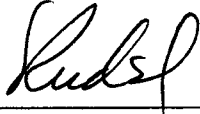
5. Peer trainers shall be compensated as follows:
 - (a) \$244.84 per day while attending "train the trainer" classes or working as a peer trainer.

- (b) When applicable, the daily rate shall be paid for the day preceding the commencement of the training classes or an assignment and for the day following the last day of the class or assignment in order to accommodate travel and/or rest.
 - (c) Full time peer trainers (i.e. assigned for thirty (30) or more consecutive days, including rest days) shall be guaranteed twenty-two (22) days per month.
 - (d) The daily rates shall be subject to COLA and other general wage adjustments.
 - (e) When peer trainers are required to work or attend classes more than thirty (30) miles from the peer trainer's residence, the peer trainer will be reimbursed pursuant to the Carrier's Travel and Business Expense Policy while away from home. Peer Trainers who receive permission to drive their personal automobile will be reimbursed at the current IRS mileage rate. Peer Trainers must turn in expense forms showing receipts for actual lodging, travel and meal expenses subject to the aforementioned policy.
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 - (g) It is understood that all time spent (including travel and assigned rest days) in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Monies earned, as a peer trainer will be used to off set guarantee where applicable. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and earnings.
6. When there is a need to reduce the number of peer trainers assigned to a project the group working on the project as peer trainers should be canvassed for volunteers who wish to return to regular duty. If there are insufficient volunteers reductions will be made in reverse seniority order assuming fitness, ability and merit are equal.
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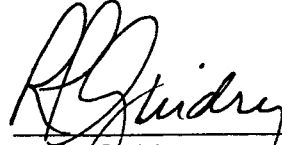
Signed this 10th day of February, 2003

For the United Transportation Union



S. B. Rudel
General Chairman

For Union Pacific



R. P. Guidry
Director - Labor Relations