

AGREEMENT

between the

UNION PACIFIC RAILROAD

and the

**BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES**

**Governing the Wages and Working Conditions of
employees of the classes listed herein
in the
Maintenance of Way
Structures Department**

Effective July 1, 2001

The parties to this agreement pledge that no provision herein will be interpreted or applied in a manner that would unlawfully discriminate against any employee because of race, color, religion, national origin, or sex.

Whenever words are used herein in the masculine gender, they will be construed as though they were also used in the feminine gender in all cases where they would so apply.

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RULE 1

RULE 1 - SCOPE

This Agreement will govern the wages and working conditions of employees in the Maintenance of Way and Structures Department listed in Rule 4 represented by the Brotherhood of Maintenance of Way Employees Organization.

RULE 2

RULE 2 - DEPARTMENT

The Maintenance of Way and Structures Department as used herein means the Bridge and Building Subdepartment, the Track Subdepartment, Roadway Equipment Subdepartment, and Miscellaneous Subdepartment as constituted as of the effective date of this Agreement.

RULE 3 - SUBDEPARTMENTS

The following Subdepartments are hereby established within the Maintenance of Way and Structures Department covered by this Agreement:

Bridge and Building Subdepartment
Track Subdepartment
Roadway Equipment Subdepartment
Miscellaneous Subdepartment

Any Subdepartment hereafter established, including Groups and Classes within such Subdepartment, will be by negotiations and agreement between the parties to this Agreement.

**RULE 4 - SENIORITY GROUPS AND CLASSES
Will BE AS FOLLOWS:**

BRIDGE AND BUILDING SUBDEPARTMENT

- Group 1**
- (a) Steel Erection Foreman
 - (b) Assistant Steel Erection Foreman
 - (c) Steel Erection Truck Operator
 - (d) Bridge Welder - Arc Weld Process
 - (e) Steel Bridgeman - Machine operator
 - (f) Steel Bridgeman
 - (g) Apprentice Steel Bridgeman
 - (h) Steel Bridgeman Helper
- Group 2**
- (a) Construction Foreman
 - (b) Assistant Construction Foreman
 - (c) Carpenter - Machine Operator
 - (d) Carpenter Truck Operator
 - (e) Carpenter
 - (f) Apprentice Carpenter
 - (g) Carpenter Helper
 - (h) B&B Laborer
- Group 3**
- (a) Tunnel Foreman, Bridge and Building Foreman
 - (b) Assistant Bridge and Building Foreman, Fence Gang Foreman and Scale Gang Foreman
 - (c) Bridge and Building, Cabinet Maker - Bench Carpenter
 - (d) Carpenter - Machine Operator
 - (e) Carpenter Truck Operator
 - (f) B&B Welder
 - (g) Carpenter
 - (h) Apprentice Carpenter
 - (i) Carpenter Helper
 - (j) B&B Laborer
- Group 4**
- (a) Specialized Bridge and Building Mason
 - (b) Mason Truck Operator
 - (c) Bridge and Building Mason
 - (d) Apprentice Mason
 - (e) Mason Helper

RULE 4

- Group 5**
- (a) Bridge and Building Paint Gang Foreman
 - (b) Assistant Bridge and Building Paint Gang Foreman
 - (c) Bridge and Building Sign and Shop Painter
 - (d) Bridge and Building Painter - Machine Operator
 - (e) Painter Truck Operator
 - (f) Bridge and Building Painter
 - (g) Apprentice Painter
 - (h) Painter Helper

TRACK SUBDEPARTMENT

- Group 6** (a) System Tie and Rail Inspector
- Group 7** (a) Track Inspector
- Group 8**
- (a) Section, Track Maintenance, Extra Gang, Rock Patrol, Fire Patrol, and Track Patrol Foreman
 - (b) Assistant Section and Assistant Extra Gang Foreman
 - (c) Rail Inspector
- Group 9** (a) Rail Inspector Electronic
- Group 10** (a) Track Machine Operator
- Group 11** (a) Special Power Tool Machine Operator
- Group 12**
- (a) Lead Grinder
 - (b) Roadway Power Tool Machine Operator
 - (c) Roadway Power Tool Operator
 - (d) Roadway Power Tool and Machine Helper
- Group 13**
- (a) Flange Oiler Maintainer
 - (b) Track Patrolman (Motor cars only)
 - (c) Motor Car Operator
- Group 14**
- (a) Rail Heat Treating - Welder Foreman
 - (b) Track Welder - Arc Weld Process
 - (c) Track Welder - Thermite Weld Process and Machine
 - (d) Track Welder - Oxy-Acetylene Process
 - (e) Rail Heat Treater
 - (f) Apprentice Track Welder
 - (g) Track Welder and Rail Heat Treater Helper

RULE 4

- Group 15** (a) Truck Driver Foreman
(b) System Truck Operator Semi (System Detector Car Assignments, System Semi Trailer Trucks)
(c) Division Truck Operator Semi
(d) Division Truck Operator Non-Semi
(e) Material Distribution Foreman (Utah Division only)

- Group 16** (a) Tractor Weed Mower Operator

- Group 17** (a) Sectionman

- Group 18** (a) Track Laborer (Extra Gang)

**ROADWAY EQUIPMENT SUBDEPARTMENT
DISTRICT:**

- Group 19** (a) Roadway Equipment Operator
(b) Apprentice Equipment Operator
(c) Roadway Equipment Helper

SYSTEM:

- Group 20** (a) Roadway Equipment Operator
(b) Apprentice Equipment Operator
(c) Roadway Equipment Helper

MISCELLANEOUS SUBDEPARTMENT

- Group 21** (a) Maintenance of Way Repair Shop Foreman
(b) Assistant MofW Repair Shop Foreman

- Group 22** (a) Water Service Foreman

- Group 23** (a) Drawbridge Operator
(b) Drawbridge Helper and Gateman

- Group 24** (a) Pumping Plant Foreman
(b) Pumping Plant Operator and Pumper

- Group 25** (a) Highway Crossing Watchman

TRACK SUBDEPARTMENT

- Group 26**
- (a) System Gang Foreman
 - (b) System Gang Assistant Foreman
 - (c) System Gang Track Machine Operator
 - (d-1) System Gang Truck Operator Foreman
 - (d-2) System Gang Semi Truck Operator
 - (d-3) System Gang Truck/Bus Operator
 - (e) System Extra Gang Laborer
- Group 27**
- (a-1) System In-Track Welding Foreman
 - (a-2) System Welding Foreman Arc/Thermite
 - (b) System Arc/Thermite Track Welder
 - (c) System Track Welder-Machine
 - (d) System Track Welder Helper
- Group 28**
- (a) Sectionman Truck Operator
(Employee assigned to a section gang to drive any non-semi truck with a gross vehicle weight of 10,000 pounds or more).
- Group 29**
- (a) Switch Maintainer
- Group 30**
- (a) Rock Foreman
 - (b) Powderman
 - (c) Hammerman
 - (d) Rock Laborer

RULE 5 - CLASSIFICATION OF WORK

Positions will be classified and paid in accordance with work performed in conformity with the classifications listed in Rules 6 through 12, and as established by agreement, rules, and/or traditional practice.

New positions which may be subsequently established with classifications other than those listed in Rules 6 through 12 of this Agreement coming within the scope of the Organization's representation will be included by agreement between the designated Carrier Officer and the General Chairman.

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

This Agreement will not apply to forces temporarily employed for emergency work incidental to wrecks, washouts, landslides, fires and similar disasters where the Carrier's operation is interrupted in whole or in part. Such temporary force will not be used beyond the area of the emergency to displace or take away work from regular forces or otherwise to evade the application of this Agreement to employees listed therein.

RULE 6 - FOREMEN - ALL CLASSIFICATIONS

An employee who is assigned to the duties and responsibilities of supervising, instructing or assisting in the work of employees assigned under their jurisdiction. Since it is recognized that all supervisory employees are authorized to perform clerical work such as making out necessary reports and payrolls as well as studying prints and standards during the regular hours of assignment, such employees will not be compensated for performing such duties during recognized overtime hours.

RULE 7 - LEADING WORKMEN

- (a) Leading workmen assigned as such will be paid six (6) cents per hour over the highest rated employee whom they directly supervise, or if higher, over the established rate of position of employee assigned as leading workman.
- (b) Leading workmen may be used only under the supervision of a foreman in connection with small gangs designated by the foreman to perform certain work under the direction of a leading workman, except in cases of recognized agreed upon practice, such as track welders.
- (c) Positions of leading workman will not be established in section gangs or as a substitute for section foremen or assistant section foremen.

**RULE 8 - BRIDGE AND BUILDING
SUBDEPARTMENT**

The work of construction, maintenance and repair of buildings, bridges, tunnels, wharves, docks, non-portable car buildings, and other structures, turntables, platforms, walks, snow and sand fences, signs and similar structures as well as all appurtenances thereto, and other work generally so recognized will be performed by employees in the Bridge and Building Subdepartment.

Section 1 - Bridge and Building Carpenter

An employee assigned to the construction, repair and maintenance of buildings, bridges or other structures, (except structural, iron or steel work provided for in Section IV) including the building of concrete forms, erecting false work, etc., or who is assigned to miscellaneous mechanic's work of this nature, will constitute a bridge and building carpenter.

- (a) **B&B CABINET MAKER-BENCH CARPENTER** - Constructing, repairing and finishing cabinets, desks, etc.
- (b) **B&B WELDER** - Welding, burning, and cutting in connection with construction or repairs of bridges, buildings, and miscellaneous structures.
- (c) **CARPENTER-MACHINE OPERATOR** - Operate such units of equipment as traxcavators, end loaders, truck cranes, back hoes, speed swings, and small road planers, when engaged on work incidental to their regular classification.
- (d) **CARPENTER TRUCK OPERATOR**** - An employee assigned to operate trucks in connection with the carpenter classification. Must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. Carrier will reimburse employee for the acquisition or renewal costs of any required licenses in connection with the operation of company vehicles.
- (e) **CARPENTER-FIRST CLASS** - General carpenter work, laying out building and repairing buildings, bridges and miscellaneous structures, operation of wood working machines incidental thereto, building and repairing built-in office fixtures, and setting up cabinet work and milled material, and cement finishing. Must be able to read blue prints.
- (f) **CARPENTER- SECOND CLASS** - Rough carpenter work such as laying crossings, laying rough flooring, sheathing, siding, planking, similar work on bridges and buildings and miscellaneous structures; setting up molds, applying reinforcing material, inserts and cores; also properly mixing cement and filling molds; working with Carpenter - First Class.

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- (g) **CARPENTER-APPRENTICE** - An employee in training for position of carpenter and may perform any work he is capable of performing under the direction of a carpenter.
- (h) **HELPER-CARPENTER** - Any work he is capable of performing in helping a carpenter.
- (i) **BRIDGE AND BUILDING LABORERS** - Bridge and Building laborers will not be used on regular bridge and building gangs, but may be used on special projects. It is understood that when used they will be used for unloading material, excavating, concrete work, fence repairs, and other work usually performed by laborers.

Section II - Mason

An employee assigned to laying brick in the construction of or repairs to buildings, chimneys, brick work pertaining to furnaces and boilers, plastering, setting of tiles, and other work generally recognized as masonry.

- (a) **SPECIALIZED MASON** - Refractory masonry in the construction and repair of furnaces and boilers. Major repairs and replacement of plastermold and other work generally recognized as specialized work due to altitude or other specific conditions that may be agreed upon.
- (b) **MASON TRUCK OPERATOR**** - An employee assigned to operate trucks in connection with the mason classification. Must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. Carrier will reimburse employee for the acquisition or renewal costs of any required licenses in connection with the operation of company vehicles.
- (c) **MASON** - Laying brick in the construction of or repairs to buildings, chimneys, and brick work pertaining to repairs to platforms, plastering and setting of tiles and cement blocks.
- (d) **MASON APPRENTICE** - An employee in training for position of mason and may perform any work he is capable of performing under the direction of a mason.
- (e) **HELPER-MASON** - Any work he is capable of performing in helping a mason.

Section III - Painter

An employee assigned to cleaning or preparation of surfaces and to mixing, blending, sizing, applying of paint, kalsomine or white wash, or other types of preservatives, either by brush, spray or other methods or glazing, will constitute a painter.

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- (a) **B&B SIGN AND SHOP PAINTER** - Lettering, cutting stencils, varnishing, graining cabinets, desks, furniture, etc., sand blasting, and painting interior of steel tanks.
- (b) **PAINTER-MACHINE OPERATOR** - Operate such units of equipment as traxcavators, end loaders, truck cranes, back hoes, speed swings, when engaged on work incidental to their regular classification.
- (c) **PAINTER TRUCK OPERATOR**** - An employee assigned to operate trucks in the painter classification. Must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. Carrier will reimburse employee for the acquisition or renewal costs of any required licenses in connection with the operation of company vehicles.
- (d) **PAINTER-FIRST CLASS** - Mixing paints for matching colors and applying paint or varnish in connection with buildings (including fixtures), signs and markers, and miscellaneous structures.
- (e) **PAINTER-SECOND CLASS** - Ordinary painting in connection with buildings, bridges, signs, and markers, and miscellaneous structures.
- (f) **PAINTER APPRENTICE** - An employee in training for position of painter and may perform any work he is capable of performing under the direction of a painter.
- (g) **HELPER - PAINTER** - Any work he is capable of performing in helping a painter.

Section IV - Steel Erection

An employee assigned to setting of columns, beams, girders, and trusses in the general structural erection and maintaining of steel in bridges, buildings, tanks, and other structures; also in the performance of related bridge and building iron work, such as riveting and rivet heating, will constitute a steel bridgeman.

- (a) **STEEL ERECTION TRUCK OPERATOR**** - An employee assigned to operate trucks in connection with the steel erection classification. Must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. Carrier will reimburse employee for the acquisition or renewal costs of any required licenses in connection with the operation of company vehicles.
- (b) **STEEL BRIDGEMAN - WELDER-ARC WELD PROCESS** - Welding, burning, and cutting in connection with construction or repairs of bridges, buildings and miscellaneous structures.

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- (c) **STEEL BRIDGEMAN-MACHINE OPERATOR** - Operate such units of equipment as traxcavators, end loaders, truck cranes, back hoes, speed swings, when engaged on work incidental to his regular classification.
- (d) **STEEL BRIDGEMAN-FIRST CLASS** - Assembling and erecting bridge and structural steel, rigging lines for hoisting engines, derricks and scaffolding, handling erection details from blueprints, selecting material from yard in order of erection and doing power riveting, must be able to read blueprints.
- (e) **STEEL BRIDGEMAN-SECOND CLASS** - Assembling and erecting bridge and structural steel, ordinary rigging, swing scaffolds, fitting up steel work for erection, and power riveting.
- (f) **STEEL BRIDGEMAN-APPRENTICE** - An employee in training for position of Steel Bridgeman and may perform any work which he is capable of performing under the direction of a Steel Bridgeman.
- (g) **STEEL BRIDGEMAN-HELPER** - Any work he is capable of performing in helping a Steel Bridgeman.

** See Appendix "Y"

RULE 9 - TRACK SUBDEPARTMENT

Construction and maintenance of roadway and track, such as rail laying, tie renewals, ballasting, surfacing and lining track, fabrication of track panels, maintaining and renewing frogs, switches, railroad crossing, etc., repairing existing right of way fences, construction of new fences up to one continuous mile, ordinary individual repair or replacement of signs, mowing and cleaning right of way, loading, unloading, and handling of track material and other work incidental thereto will be performed by forces in the Track Subdepartment.

- (a) **SYSTEM TIE AND RAIL INSPECTOR** - Inspection of rail, ties, and track structure in connection with major program renewals and replacements.
- (b) **TRACK INSPECTOR** - General inspection of track structure, roadway and other incidental track work.
- (c) **RAIL INSPECTOR** - General inspection of rail and switches using mirror or other non-electronic equipment and incidental track work.
- (d) **RAIL INSPECTOR ELECTRONIC** - General inspection of rail and fittings using electronic or sonic equipment and incidental track work.
- (e) **TRACK MACHINE OPERATOR** - Work in connection with the operation, care and running repairs of track equipment listed under Group 10 of the Schedule of Rates of Pay.
- (f) **SPECIAL POWER TOOL MACHINE OPERATOR** - Work in connection with operation, care and running repairs of track machines listed under Group 11 of the Schedule of Rates of Pay.
- (g) **ROADWAY POWER TOOL MACHINE OPERATOR** - Work in connection with operation, care and running repairs of track machines as listed under Group 12(b) of the Schedule of Rates of Pay.
- (g-1) **LEAD GRINDER** - Work in connection with the operation of rail grinder mounted on flange wheels. Must be DOT qualified. Will be required to secure on-track time, keep payrolls and make necessary reports.
- (h) **ROADWAY POWER TOOL OPERATOR** - Work in connection with operation, care and running repairs of track power tools as listed under Group 12(c) of the Schedule of Rates of Pay
- (i) **ROADWAY POWER TOOL AND MACHINE HELPER** - Any work they are capable of performing in assisting Power Tool and Machine Operators in the operation, care, servicing and running repairs of power tools and machines.

- (j) **TRACK WELDER-ARC WELD PROCESS ***** - Work in connection with the repairing and building up damaged, battered, chipped and worn rails, frogs and switches on line by arc weld process. Must be capable of passing required examination and meet state and federal requirements associated with appropriate CDL or DOT licenses. Carrier will reimburse the employee for the acquisition or renewal costs of any required licenses in connection with the operation of company vehicles.
- (k) **TRACK WELDER-THERMITE PROCESS AND MACHINE*** - Work in connection with repairing and producing continuous welded rail (CWR) on line.
- (l) **TRACK WELDER-OXYGEN-ACETYLENE PROCESS** - Work in connection with repairing and building up damaged, battered, chipped and worn rails, frogs and switches by oxygen-acetylene process, and rail heat treating.
- (m) **RAIL HEAT TREATER** - An employee assigned to heat treating or normalizing rail and work incidental thereto.
- (n) **TRACK WELDER-APPRENTICE** - An employee in training for position of track welder and may perform any work which he is capable of performing under direction of a track welder.
- (o) **TRACK WELDER AND RAIL HEAT TREATER HELPER** ***** - Any work he is capable of performing in helping the track welder. When not engaged in the performance of such work, he may be delegated any other track work he is capable of performing.
- (p) **FLANGE OILER MAINTAINER** - Work in connection with the maintenance of flange oilers and other incidental track work which he may be assigned.
- (q) **TRACK PATROLMAN (MOTOR CARS ONLY)** - Work in connection with inspection and patrolling of roadway and track structure and incidental track work which he may be assigned.
- (r) **MOTOR CAR OPERATOR** - An employee assigned to operate motor car and perform other incidental work related to his regular assigned classification.
- (s) **TRUCK OPERATOR **** - An employee assigned to operate trucks listed in Groups 15 and 26(d) and must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. Must be capable of passing required examination and meet state and federal requirements. Carrier will reimburse the Truck Operator for the acquisition or renewal costs of any required operator licenses in connection with the operation of company vehicles.

(t) **TRACTOR WEED MOWER OPERATOR** - An employee assigned to operate off-track tractor weed mower and must be competent to make running repairs and service, care and maintain the Unit.

(u) **SECTIONMAN***** - Employee assigned on section or track maintenance gangs to perform work which has customarily been recognized as Sectionman's work.

(v) **TONGMAN** - Employee assigned on an extra gang to handle tongs working with mechanized equipment. Must be competent to know weights of rail and track components.

(w) **SECTIONMAN TRUCK OPERATOR **** - An employee assigned to operate a section truck and to perform work which has customarily been recognized as Sectionman Truck Operator's work. Must be competent to make running repairs and service, care and maintain the unit. Carrier will reimburse employee for the acquisition or renewal costs of any required licenses in connection with the operation of company vehicles.

(x) **TRACK LABORER EXTRA GANG** - Employee assigned on an extra gang engaged in new construction or work not customarily done by section gangs such as reballasting, rail relay, tie renewals, bank widening, grade and line changes, or emergency work occasioned by inclement weather, derailments, or other natural disasters.

(y) **ROADWAY WATCHMEN** - Employee assigned to inspect roadway, bridges, tunnels and structures for track obstructions or other conditions which might endanger train movements.

(z) **SWITCH MAINTAINER** - Work in connection with the adjustment and lubrication of switches. Must be competent in obtaining proper authorization and providing appropriate protection in line with the company's rules to safeguard the position's work activities as well as the company's operation while performing the work.

(aa) **POWDERMAN** - Work in connection with the handling and setting of dynamite charges in connection with Rock Gangs on former D&RGW.

(bb) **HAMMERMAN** - Work in connection with the operation of equipment necessary to prepare holes for the setting of dynamite charges.

(cc) **ROCK LABORER** - Employee assigned on rock gangs to perform work which has customarily been recognized as Rock Laborer's work.

* See Appendices "CC" and "II"

** See Appendix "Y"

*** See Rule 33(f)

RULE 10 - ROADWAY EQUIPMENT SUBDEPARTMENT

(a) Work in connection with the operation, care, maintenance (running repairs) and servicing of roadway equipment (including attachments thereon) assigned to work in the Roadway Equipment Subdepartment will be classified as work of Roadway Equipment Operators.

(b) An employee applying for position of operator of a type of roadway equipment to which he has not heretofore been assigned will not be assigned until considered qualified by the Manager M/W Equipment.

Upon application to qualify on a different type of roadway machine, applicants will be furnished with Operating and Maintenance manuals and other instructional material as pertains to the operating characteristics and maintenance of the particular machine on which he desires to be qualified.

Subsequent to his completing his studies of the material furnished, he will upon request, be given a written examination within a period of thirty (30) days. Upon satisfactory completion of the written examination, applicants will be given an opportunity to gain sufficient work experience on the machine at the first reasonable opportunity.

It is understood that the length of time of the required work experience may vary dependent upon the individual qualifications of the applicant and the type of the machine; however, it will not exceed one week for blade or tractor type equipment and two weeks for boom-type equipment.

An applicant who fails to meet the necessary requirements will be advised in writing of the reason or reasons. He will not be privileged to again make application to qualify for the same machine within a period of ninety (90) days, but will not be precluded from making application to qualify for other machines during such period. An employee cannot make application under the provisions of this rule to qualify for a specific machine more than twice unless mutually agreed to by the designated Carrier Officer and the General Chairman.

(c) Operators of roadway equipment must be competent to make running repairs and care for equipment. Apprentice operators and Helpers on roadway equipment will perform any work they may be assigned related to the work being performed by the machine to which they are assigned.

(d) (1) When a rubber tired backhoe is assigned in the Maintenance of Way Department without a truck and trailer, other than in the B&B subdepartment, it will be listed and paid at the rate of a Roadway Equipment Operator Class 3.

(2) When a rubber tired backhoe is assigned in the Maintenance of Way Sub-department with a truck and trailer, other than in the B&B Sub-department, it

RULE 10

will be listed and paid at the rate of a Roadway Equipment Operator Class 2. The truck number and back hoe number will be listed on all bulletins. The truck and trailer are to be used principally to move the back hoe from job site to job site. An employee assigned to a position of Roadway Equipment Operator Class 2 who does not have the necessary licenses and certifications will be given fifteen calendar days to secure those licenses and certifications.

RULE 11 - MISCELLANEOUS SUBDEPARTMENT

- (a) **DRAWBRIDGE OPERATOR AND HELPERS.** Work performed in connection with the operation, maintenance, care and protection of drawbridges at specific locations, based on established practice on the property.
- (b) **PUMPING PLANT OPERATORS AND PUMPERS.** Work performed in connection with the operation, maintenance, care and protection of pumping plants at specified locations, based on established practice on the property.
- (c) **HIGHWAY CROSSING WATCHMEN.** An employee assigned to protect vehicular and pedestrian traffic at grade crossings at specified locations where conditions warrant and to inspect crossing flange-ways and track structure for obstructions which might endanger train movements.

RULE 12 - APPRENTICES

(a) Apprentice positions in the classifications of carpenter, painter, steel bridgeman, track welder, roadway equipment operator and track machine operator may be established by the management as determined necessary to meet the requirements of the service. Helpers in the aforementioned classifications in service on the effective date of this Agreement or employed by the Company as helpers in the future will upon being advised of a vacancy on an apprentice position in their respective classification be given a period of sixty (60) days to make an election in writing as to whether or not they desire to take a qualifying examination for classification as apprentice. Such employees so electing and who successfully pass the prescribed qualifying examination will be classified as an apprentice, thereby establishing a service date as such and will thereafter be required to accept all of the conditions provided in this Agreement.

(b) Helpers in service declining to make an affirmative election as provided in Section (a) hereof or who make such an election and fail the qualifying examination will retain their seniority and status as helpers but will not thereafter be eligible for the training program. Apprentice roadway equipment operator and track machine operator positions will be filled from qualified apprentices who may be working in a lower classification in the respective subdepartments. If qualified helpers are not available in service for promotion to positions of apprentices or no qualified applications are received from employees in service, new employees may be hired as apprentices and will establish a service date as an apprentice and a seniority date in the helpers classification corresponding to the date they entered the service of the Company.

(c) Employees assigned as apprentices may be rotated and will be subject to transfer to other positions in the same classification without regard to seniority and without the necessity of bulletining the positions in order to afford them an opportunity to gain the necessary training and work experience of all phases of their classification of work.

Apprentices will accept the hours of assignment and general working conditions of the gang, operator, or mechanic with whom they are assigned. It is understood that the training of apprentices will be restricted to their respective seniority district except by mutual agreement between the General Chairman and the designated Carrier Officer.

(d) Apprentices enrolling in the program will be required to sign a statement to the effect that they will be required to satisfactorily pass progressive examinations for each of the two 130-day periods of training before progressing to the next period or promoted to a mechanic's position. During each 130 regular work day training period, apprentices will be provided with instructional materials, operating and maintenance manuals relating to their classification of work. A grade of 70% will be considered as a satisfactory passing grade on the progressive examination. In the event an apprentice fails to satisfactorily pass the progressive examination, a re-examination will be given within thirty (30) days from the date

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of his failure. Failure of an apprentice to satisfactorily pass a prescribed re-examination will result in the forfeiture of the employee's seniority in the group in which assigned as an apprentice, will vacate the position and may displace only the junior regularly assigned employee of the class from which promoted. If he holds no seniority in any other group or class, his service with the Company will be considered terminated.

(e) Apprentices upon entering the program will be required to maintain a daily log of their work experience in sufficient detail to reflect the experience they have gained on the various phases of their classification of work. Daily logs may be subject to periodic review by the Company with a view to insure the adequacy of his training.

(f) Apprentices may be required to attend classroom instruction for short courses in approved trade schools or enroll in approved correspondence courses for which the Company will assume the expense for tuition. It is understood that apprentices will not be required during the training program to attend classroom instructions either established by the Company or at an approved trade school outside of their regular hours for which they are not compensated in excess of 120 hours except where mutually agreed upon by the designated Carrier Officer and the General Chairman.

(g) In the event there is a shortage of operators or mechanics in the classifications for which apprentices are being trained, an apprentice may be temporarily advanced to fill the position in which event he will receive the applicable rate of pay thereof; however, it is understood that he will be obligated to complete his training periods and satisfactorily pass all progressive examinations. In the event he fails to satisfactorily pass the examination which will be administered in the same manner as provided in Section (d), it will result in the forfeiture of his seniority in the group in which assigned, will vacate the position and may displace only the junior regularly assigned employee of the class from which promoted. If he holds no seniority in any other group or class his service with the Company will be considered terminated.

(h) Failure on the part of an apprentice at any time to accept a training position offered to him or to take an examination or reexamination when scheduled, except for a good cause agreed upon by the designated Carrier Officer and the General Chairman, will result in the termination of his training and service with the Company.

RULE 13 - USE AND ASSIGNMENT

Section I - Bridge and Building Subdepartment

(a) The assignment of composite gangs consisting of one or two mechanics from any of the classifications in the Bridge and Building Subdepartment in Bridge and Building, Paint, and Steel Erection gangs working under the supervision of the respective foreman is permitted.

(b) The installation and renewal of plank crossings will be delegated to Bridge and Building forces or crossing repair gangs with the exception that solid plank crossings not over 16 ft. in length in one track, so-called 'skeleton plank' crossings (one plank each side of rail) not over 40 ft. in length in one track; and incidental repairs in any crossing involving only a few planks, may be delegated to regular track forces.

At outlying locations where regular Bridge and Building forces are not available, the installation and renewal of plank crossings may be allocated to track forces with the understanding that one or two detached carpenters will be utilized to handle primarily the carpentry work, drilling, cutting, etc.

When crossing repair gangs are established, consideration will be given to the establishment of one or two carpenters and/or helper positions in the Extra Gangs working under the supervision of the Extra Gang Foreman.

(c) The construction of new fences or out-of-face renewal or relocation of same including cattle guards, etc., along right of way will be delegated to Bridge and Building fence gang forces. Repairs to existing fence, ordinary relocation, and new construction not exceeding one mile, may be performed by track forces.

(d) When painters are not readily available, incidental glazing may be done by Bridge and Building Carpenters.

(e) Positions in the Carpenter classifications when utilized for a period in excess of ten (10) continuous working days on tunnel construction or major maintenance of tunnels involving heavy retimbering or relining work will be paid the applicable rate provided for this class of employees.

When the requirements of the service warrant, tunnel gangs may be established and the Tunnel Foreman will be selected from available qualified foremen in the B&B Subdepartment on any district. Positions in established tunnel gangs in the regular classification except laborers will be bulletined for seniority choice on the division where work is performed.

Section II - Track Subdepartment

RULE 13

- (a) Positions on track maintenance gangs will be filled from the regular classifications of the Track Subdepartment from the ranks of sectionman and above and will be paid the applicable rate of the position as specified in the Schedule of Rates of Pay.
- (b) Regular section forces assigned to the particular section where the work arises will be given preference over track maintenance gangs for overtime service.
- (c) Seasonal or temporary extra gangs engaged in work not customarily done by section gangs such as reballasting and rail laying including tie renewals in connection therewith, bank widening, grade and line changes, or emergency work occasioned by inclement weather will not be worked in the place of regular section gangs.
- (d) Switch Maintainers may be promoted to temporarily fill foreman or track inspector positions pursuant to Rule 20 (k), switch maintainers will not be used instead of or to eliminate foreman or track inspector assignments. Further, it is contemplated the switch maintainer will work alone, i.e. a gang of switch maintainers will not be established nor will there be any employees assigned under a switch maintainers jurisdiction.
- (e) The Carrier may establish the position of "Lead Grinder" on a grinding gang when the gang is not working under the supervision of a Foreman. The "Lead Grinder" will be required to secure on-track time, keep payrolls and make necessary reports.

Section III - Roadway Equipment Subdepartment

- (a) Employees in the Roadway Equipment Subdepartment assigned to system roadway construction or system road building crews may be retained regardless of the division or district on which they are assigned to work and will not be subject to displacement except by senior employees in Group 20 but will retain and accumulate seniority on their home seniority district.
- (b) Employees possessing district seniority in the Roadway Equipment Subdepartment will have a home division within their seniority district. The home division for these employees will be the division within their seniority district on which they last filled a bulletined Roadway Equipment Subdepartment position.

Employees possessing Roadway Equipment Subdepartment district seniority may exercise displacement rights pursuant to Rule 21 on any of the seniority divisions of their seniority district. These employees may also transfer to another division within their seniority district by applying for and receiving a bulletined Roadway Equipment Subdepartment assignment on the division desired.

RULE 13

Divisions to which furloughed employees or employees regularly assigned in a lower class will be recalled, will be restricted to their home division.

An employee assigned in the Roadway Equipment Subdepartment may be utilized temporarily off his home division or district without the position being bulletined as a new position on the division involved for a period not in excess of seven (7) calendar days. It is understood that an employee when utilized off his home division or district may request to be relieved from such assignment after seven (7) calendar days and in any event will be released if he so requests within twenty (20) calendar days from the date he commenced work. The division to which transferred will be considered the home division of the employee who elects to remain on the position in excess of twenty (20) calendar days. Additionally, an employee assigned to such a position continued in excess of twenty (20) calendar days which is not bulletined in accordance with Rule 20 may be displaced by a senior qualified employee.

Section IV - Miscellaneous Subdepartment

In view of the unusual type of lift bridge at Portland as distinguished from other drawbridges included under the Maintenance of Way Agreement and the special training and qualifications required, incumbents for positions not filled by promotion of employees on the seniority roster will be selected by the Management with the understanding that preference will be given to qualified employees of the classes included under the Brotherhood of Maintenance of Way Agreement.

RULE 14 - CONDITIONS OF EMPLOYMENT

(a) **APPLICATIONS - NEW EMPLOYEES** - Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant will be considered accepted. Applications rejected by the Carrier must be declined in writing to the applicant.

An employee who has been accepted for employment in accordance with this provision 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 timely knowledge of it.

(b) **PHYSICAL EXAMINATION** - The Company will bear the expense of physical examination of applicants of the classes included in this Agreement who are required under the Company's rules to undergo a physical examination to determine their fitness for the work required, and to protect the health and safety of employees.

(c) **SERVICE LETTER** - Employees leaving the service who have been employed ninety (90) days or more will, upon request, be given a letter stating time and character of service and cause of leaving.

(d) **PERSONAL RECORDS** - The transcript of personal records of employees will be open to inspection by the General Chairman or his duly authorized representative upon request of the General Chairman.

(e) **ENTERING SERVICE SAME TIME** - Where two or more employees enter the service on the same day in the same class and seniority district, their numerical listing on the seniority roster will be determined in the following order:

Preference will be given to the employee who first drew compensation in the class. Where date of drawing compensation in the class is identical, preference will be given to the employee with the greatest length of service in the Subdepartment. If the question cannot be resolved by the previous provisions, the question will be settled on the basis of the relative age of the employees involved by according them seniority dates commencing with the oldest employee.

(f) **RE-ENTERING SERVICE** - Employees voluntarily leaving the service will, if they re-enter, be considered as new employees.

(g) **REINSTATEMENT OF EMPLOYEES** - Employees who have been dismissed from service will not be reinstated except by written agreement between the designated Carrier Officer and the General Chairman. Assignment of a reinstated employee out of service for

RULE 14

disciplinary reasons will be determined by the designated Carrier Officer and the General Chairman.

(h) **INCAPACITATED EMPLOYEES** - When practicable and consistent with the provisions of this Agreement, positions of crossing watchmen will be filled by incapacitated employees covered by this Agreement. In filling these positions, consideration will be given to the degree to which incapacitated for other work, seniority in the service of the Company and ability to perform the work.

(i) **EMPLOYEE LETTERS** - Employees who furnish the Company with certificates, letters of recommendation or other papers in connection with their application for employment or promotion will have same returned to them upon request. This will not prohibit the Company from retaining copies of said documents for its records.

RULE 15 - ESTABLISHMENT OF SENIORITY - WHEN ESTABLISHED

(a) Seniority of new employees hired in a particular class begins with the date their pay starts.

(b) Seniority of employees accepting assignment in another class in which seniority is not already held will begin with the date assigned by bulletin. Ranking of employees promoted and assigned by bulletin on the same date will be determined in the following sequential order:

- (1) Seniority in the group involved; or,
- (2) Seniority in the subdepartment involved; or,
- (3) Service date in the Maintenance of Way Department; or,
- (4) Relative age of the employees involved by ranking the oldest employee senior.

(c) Except as provided in Rules 10(b) and 19(e), employees promoted to a bulletined position who are disqualified thereon within thirty (30) working days will not acquire a seniority date as a result thereof. Employees who fail to qualify for the same assignment (e.g. Speed Swing Operator, etc.) on two (2) occasions within a period of one (1) year, will not be allowed to make application to qualify thereon again for a period of one (1) year from the date of their second failure. In any case, after receiving notice of failure to qualify, employees will vacate the position on which disqualified and return to their former position provided it has not been acquired by a senior employee or abolished, in which event the disqualified employees may exercise seniority pursuant to Rule 21. Prompt written notice of the disqualification will be issued to the employee involved.

NOTE: It is understood that the only exception to these provisions is where special circumstances exist over which the employee involved and the Carrier have no control. An example of such a circumstance would be the regulations of the Department of Transportation (DOT) prohibiting an employee from being assigned to a truck operator position from which disqualified due to color blindness. In all other cases, there is no prohibition or restriction in the Collective Bargaining Agreement which bars an employee from making application at a later date to establish seniority and/or qualifications in a classification or on a position from which disqualified other than that contained in Rules 15 (c) or 22 (i) as amended herein.

(d) An employee assigned to a bulletined position of Foreman in a group where no Assistant Foreman seniority is held, will, where applicable, establish the same seniority date, as Assistant Foreman in the group involved.

RULE 16 - SENIORITY DISTRICTS

(a) Seniority Districts will be defined by agreement between the designated Carrier Officer and the General Chairman.

Seniority Districts for all classes included in Seniority Groups 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 16, 18, 22, 23, 24, 25, and 29 will be on a division basis as follows:

- | | |
|----------------------|------------------------|
| 1. Nebraska Division | 5. California Division |
| 2. Wyoming Division | 6. Idaho Division |
| 3. Kansas Division | 7. Oregon Division |
| 4. Utah Division | |

(b) Seniority Districts of the classes included in Seniority Groups 1, 2, 7 and 19 will be on a District basis as follows:

1. Eastern District
2. South Central District
3. Northwestern District

(c) Seniority Districts of the classes included in Seniority Groups 6, 20, 21, 26 and 27 will be on a system basis.

(d) Seniority districts of the classes included in Seniority Group 15(a) and 15(b) will be on a system basis, and 15(c) and 15(d) on a division basis. Group 15(e) is restricted to the Utah Division.

(e) Seniority district of the classes included in Seniority Group 30 will be restricted to the Rocky Mountain Seniority District.

(f) Seniority districts of the classes included in Seniority Groups 17 and 28 will be on identical territories as follows:

NEBRASKA DIVISION:

SENIORITY DISTRICT NOS. 1117 and 1128

Sioux City Subdivision, Blair Subdivision, Omaha Subdivision, Columbus Subdivision, Kearney Subdivision from East Grand Island, Nebraska (MP144.6) to Kearney, Nebraska (MP187.0), Beatrice Subdivision from Valley, Nebraska (MP 0.0) to near Jamaica Nebraska (MP66.0), Falls City Subdivision from Omaha, Nebraska (MP 480.8) to Gilmore Junction, Nebraska (MP 473.3); including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 1217 and 1228

Kearney Subdivision from Kearney, Nebraska (MP 187.0) to Platte River (MP 282.0) North Platte Terminal Subdivision, Sidney Subdivision from Hindman, Nebraska (MP 291.9) to near Barnett (MP 506.35), South Morrill Subdivision, Powder River Subdivision, Yoder Subdivision, Julesburg Subdivision, Gerald Gentleman Subdivision, Casper Subdivision, including all yard and industrial tracks encompassed within these lines.

WYOMING DIVISION:

SENIORITY DISTRICT NOS. 2117 and 2128

Sidney Subdivision from near Barnett (MP 506.35) to Cheyenne, Wyoming (MP 509.5), Laramie Subdivision MP 509.5 to MP 680.00, Greeley Subdivision, Ft. Collins Subdivision, and, Limon Subdivision from Mesa, Colorado (MP 625.5) to Pullman, Colorado (MP 638.2); including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 2217 and 2228

Pocatello Subdivision MP 0.0 to MP 0.6, Laramie Subdivision MP 680.00 to MP 682.8, Rawlins Subdivision and Evanston Subdivision from East Green River Wyoming (MP 814.7) to Riverdale, Utah (MP 988.47) including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 2317 and 2328

Colorado Springs Subdivision, Alamosa Subdivision, Antonito Subdivision, and Tennessee Pass Subdivision from NA Junction, Colorado (MP 869.4) to Salida, Colorado (MP 214.6) including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 2417 and 2428

South Denver, Colorado (MP 5.00) to Denver, Colorado (MP 0.0); Tennessee Pass Subdivision from Salida, Colorado (MP 214.6) to Dotsero, Colorado (MP 342.0), Moffatt Tunnel Subdivision from C&S Junction (MP4.8) to Phippsburg Colorado (MP 168.0), Craig Subdivision, and Glenwood Springs Subdivision from Bond, Colorado (MP128.8) to Fruitvale, Colorado (MP444.90) including all yard and industrial tracks encompassed within these lines.

KANSAS DIVISION:

SENIORITY DISTRICT NOS. 3117 and 3128

Kansas Subdivision from Kansas City, Kansas (MP 6.51) to Upland, Kansas (MP 142.6), Salina Subdivision from Menoken, Kansas (MP72.9) to Salina, Kansas (MP 184.25); Marysville Subdivision from Upland, Kansas (MP142.6) to Gibbon, Nebraska (MP 287.9), Hallam Subdivision, and Hiawatha Subdivision from Hiawatha Junction (MP 42.1) to Upland, Kansas (MP 107.8) including all yard and industrial tracks encompassed within these lines. Falls City Subdivision St. Joseph Industrial Lead MP 0.0 to MP 42.10

SENIORITY DISTRICT NOS. 3217 and 3228

Salina Subdivision MP 184.25 to MP 186.60, Sharon Springs Subdivision 186.6 to 429.9, Limon Subdivision from Salina, Kansas (MP 429.9) to Mesa, Colorado (M.P. 625.50), and Plainville Subdivision; including all yard and industrial tracks encompassed within these lines.

UTAH DIVISION:

SENIORITY DISTRICT NOS. 4117 and 4128

Salt Lake Subdivision, Ogden Subdivision, Malad Subdivision, Cache Valley Subdivision, Lynndyl Subdivision, Evanston Subdivision from Riverdale, Utah (MP 988.47) to Ogden, Utah (MP 993.0), Provo Subdivision from MP 679.5 to Grant Tower (MP 745.4), and Sharp Subdivision; including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 4217 and 4228

Caliente Subdivision from MP 576.70 to MP 335.30, Cedar City Subdivision, Comstock Subdivision, and Mead Lake Subdivision including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 4317 and 4328

Provo Subdivision from MP 679.5) to Helper, Utah (MP626.4), Green River Subdivision, Glenwood Springs Subdivision from Fruitvale, Colorado (MP 444.9) to Grand Junction, Colorado (MP 450.0), Pleasant Valley Subdivision, Sunnyside Subdivision, Cane Creek Subdivision, and North Fork Subdivision including all yard and industrial tracks encompassed within these lines.

CALIFORNIA DIVISION:

SENIORITY DISTRICT NOS. 5117 and 5128

Caliente Subdivision from MP 335.30 to Las Vegas (MP 334.3), Cima Subdivision from Las Vegas, Nevada (MP 334.3) to Daggett, California (MP 158.81) and BMI Subdivision including all industrial tracks extending from these lines.

IDAHO DIVISION:

SENIORITY DISTRICT NOS. 6117 and 6128

Pocatello Subdivision MP 0.6 to MP 214.2, Nampa Subdivision from Pocatello, Idaho (MP214.2) to Shoshone, Idaho (MP 326.0), Dry Valley Subdivision, Montana Subdivision, Gay Subdivision, Aberdeen Subdivision, and Scoville Subdivision including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 6217 and 6228

Nampa Subdivision from Shoshone, Idaho (MP 326.0) to Nampa, Idaho (MP 456.8), Huntington Subdivision from Nampa, Idaho (MP 456.8) to Huntington, Oregon (MP 538.38) and Boise Subdivision including all yard and industrial track encompassed within these lines.

OREGON DIVISION:

SENIORITY DISTRICT NOS. 7117 and 7128

Huntington Subdivision from Huntington, Oregon, (MP 388.4) to E. LaGrande (MP290.7), LaGrande Subdivision, Portland Subdivision, Seattle Subdivision, Brooklyn Subdivision from East Portland, Oregon (MP 770.4) to Willsburg Junction, Oregon (MP 764.8), Condon Subdivision, and Grays Harbor Subdivision including all yard and industrial tracks encompassed within these lines.

SENIORITY DISTRICT NOS. 7217 and 7228

Ayer Subdivision, Spokane Subdivision, Riparia Subdivision, and Wallace Subdivision including all yard and industrial tracks encompassed within these lines.

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NOTE: The utilization of Mile Posts is solely a reference point and the Mile Posts are from Timetable No. 1 dated October 25, 1998. The utilization of Mile Posts is not intended to restrict the Carrier's right to change mile post numbers to fit the Carrier's operation. Such changes however will not affect seniority districts.

(g) A separate seniority district for Tongmen will be maintained at the Laramie, Wyoming Welding and Panel Plant. Such positions are part of Track Subdepartment Group 18.

(h) Carrier will give at least thirty (30) days written notice to the affected employees and their bargaining representative of its desire to combine or realign seniority districts, including all carriers under common control, specifying the nature of the intended changes. The protection of the Interstate Commerce Act will continue to apply to all such combinations or realignments.

If the parties are unable to reach agreement within ninety (90) calendar days from the serving of the original notice, either party may submit the matter to final and binding arbitration in accordance with the terms of Appendix "A".

(i) The Portland lift bridge will constitute a separate seniority district of two seniority classes, namely:

- a) Chief Operator and operators
- b) Helpers

RULE 17 - SENIORITY ROSTERS

(a) Seniority rosters will be revised as of January 1 each year. Each employee retaining seniority on any Maintenance of Way seniority roster(s) as of January 1st will be advised, in writing on or before January 10th of the seniority date(s) retained on the respective seniority roster(s). In addition, a complete set of rosters reflecting additions and deletions for the previous year and a complete set of rosters reflecting all entries as of January 1st will be furnished to the General Chairman, System officers, local chairmen and local supervision on or before January 10th.

(b) The seniority rosters will be open for protest from January 1st through March 31st of each year. It will be the responsibility of each individual employee to verify his or her individual seniority date(s) and to seek out his or her local chairman and/or local supervisor in order to assess his or her relative ranking amongst other employees on the respective rosters.

Any protest to the rosters must be made in writing to:

Non-Op Personnel Services
Union Pacific Railroad Company
1416 Dodge Street - PNG 06
Omaha, Nebraska 68179

(c) A copy of the written protest will also be furnished to the General Chairman. At the close of the protest period the General Chairman or his representative and the designated Carrier Officer or his representative will meet to address any protests filed. Only protests involving changes in seniority information occurring during the time subsequent to the posting of the previous year's final seniority roster will be considered. Upon presentation of proof of error, correction will be made by agreement between the General Chairman and the designated Carrier Officer and seniority dates established by such agreement will not be subject to further protest. Any protest not timely filed within the protest period will be considered as having been waived.

(d) Once all protests have been resolved, a complete set of final rosters as of January 1st will be printed and distributed on or before May 1st to the General Chairman, System officers, the local chairmen and to the local supervisors.

(e) **EQUIPMENT QUALIFICATIONS:** Upon request to the appropriate Company representative, employees who retain seniority as equipment operator in any seniority class will be provided a list of all equipment for which they have established qualifications.

(f) Employees working in the classifications of Sectionman Truck Driver, Truck Driver Foreman, Steel Erection Truck Driver, Carpenter Truck Operator, Mason Truck Operator,

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Painter Truck Operator, System Truck Operator/Semi, System Truck Operator/Non Semi, Division Truck Operator/Semi, and Division Truck Operator/Non Semi and who is disqualified from such positions for their failure to renew the necessary operator licenses or for their failure to successfully complete the examinations for any necessary licenses will have their seniority date frozen and will not continue to accumulate seniority in such Truck Operator classification until such time as their licenses are reinstated.

AGREED TO QUESTIONS AND ANSWERS:

Q-1. With respect to the modifications to Rule 17 and the employees responsibility to seek out their local chairman or local supervisor in order to assess their relative ranking amongst other employees on the respective rosters, will the local supervisors have a complete set of rosters reflecting all entries as of January 1st with them and allow employees accessibility to same during the entire protest period each year?

A-1. Yes.

RULE 18 - EXERCISE OF SENIORITY

- (a) Except as otherwise provided in this Agreement, seniority rights of employees may be exercised only to vacancies or new positions in their seniority classes and districts or in reduction in force in accordance with Rule 21.
- (b) Employees accepting positions in the exercise of their seniority rights will do so without expense to the Company, except as provided under Rule 37.
- (c) Employees displaced from their regular assigned positions may exercise their seniority over any junior employee working in the group and class involved including employees filling temporary relief assignments pursuant to Rule 20(k) Options (1), (2) or (3).

RULE 19 - PROMOTION

(a) Promotion will be based on ability, qualifications, and capacity for greater responsibility and where these requirements are sufficient, seniority will prevail.

(b) Positions of foremen and supervisors will be filled by promotion of available qualified employees. Positions of foremen, supervisors, or other positions that are not filled through bulletining to employees in seniority class will be filled from available qualified employees in the other classes of the seniority group. In the event they are not so filled, they will be filled from available qualified employees in the other groups of the subdepartment. Where ability and qualifications are sufficient, seniority will prevail. Management will be the judge with respect to positions covered by this section.

(c) Employees in the Bridge and Building and Track Subdepartments will be considered for new positions or vacancies in positions in the Roadway Equipment Subdepartment which are not filled from applicants of that subdepartment and retain seniority in the classes from which promoted.

(d) Available qualified employees in the Bridge and Building Subdepartment will be given preference for new positions or vacancies in positions of pumping plant operators and pumps, and drawbridge operators, helpers, and gatemen.

(e) Track Subdepartment employees will be considered for promotion to track foremen and assistant track foremen; Bridge and Building Subdepartment employees to positions of bridge and building and painter foremen, in accordance with the following procedure:

- (1) The Management, with the assistance of the General Chairman, will prescribe a uniform examination procedure and questionnaire which will address the physical, educational and practical maintenance qualifications and supervisory ability of employees tentatively promoted to bulletined Foreman positions.
- (2) The Carrier will furnish the promoted employee a book of Maintenance of Way Rules and other necessary materials for which the employee will be given the Foreman's examination as soon as arrangements can be made. An employee who passes this examination will be given a certificate of examination and afforded thirty (30) days of actual experience on the assignment in question to demonstrate qualifications. If at the expiration of that period the employee is found to be qualified, the employee will be given a certificate of qualification as a Foreman.

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If the employee fails to pass the examination or demonstrate sufficient qualifications during the thirty (30) day period of actual experience, the employee will be disqualified in accordance with Rule 15(c).

- (3) If a senior applicant for a particular Foreman or Assistant Foreman position wishes to protest the promotion of a junior applicant to that position, a written protest must be presented within ten (10) calendar days of the date of the assignment to the Director Non Operating Personnel Services. Upon receipt of the protest, the Carrier will furnish the employee a book of Maintenance of Way Rules and other necessary materials for which the employee will be given the Foreman's examination referred to in Section 2 as soon as arrangements can be made. If the employee passes this examination, said employee will be given a certificate of examination and afforded thirty (30) days of actual experience on the assignment in question to demonstrate qualifications. If at the expiration of that period the employee is found to be qualified, the employee will be given a certificate of qualification as a foreman with an applicable seniority date and a senior ranking to the junior employee initially assigned.

If the employee fails to pass the examination or demonstrate sufficient qualifications during the thirty (30) day period of actual experience, the protest will be deemed merit less and due no further consideration.

- (4) An employee under Sections 2 or 3 who fails to satisfactorily demonstrate physical, educational, practical maintenance qualifications and supervisory abilities, will not be privileged to again make application for promotion to a Foreman or Assistant Foreman position for a period of one (1) year unless mutually agreed to by the designated Carrier Officer and the General Chairman. Further, an employee who has failed to satisfactorily demonstrate these physical, educational, practical maintenance qualifications and supervisory abilities under this rule on more than two (2) occasions will not be considered for promotion to a Foreman or Assistant Foreman position in the future unless mutually agreed to by the designated Carrier Officer and the General Chairman.

(f) System Track Gang Foremen and Assistant Foremen assigned to rail laying, tie ballast, switch gang, rail and tie distribution, and rail pick-up will be selected from available qualified employees in the Track Subdepartment.

(g) New employees will not be hired for positions for which qualified employees in the service are available.

AGREED TO QUESTIONS AND ANSWERS:

Q-1 Further in connection with the modifications to Rule 20, paragraph 7 of the Agreement states: "Employees not retaining seniority in particular seniority classifications do not retain an Agreement right, per se, to bid on positions in such classifications. However, those interested in promotion to such classifications will utilize the same telephonic recording system to make their availability known during the advertisement period of a bulletined position in the seniority classification desired." Does this provision in any way supersede or modify the provision of Rule 19?

A-1 No. Instead paragraph 7 merely provides the means and only means for employees to make their availability for promotion known to the Carrier in connection with their desire to establish seniority in a particular classification. It should also be understood that employees desiring promotion will be required to make their availability known for same through the telephone bulletining system each time the opportunity presents itself as the Carrier will not keep an application on file for further consideration subsequent to filling an assignment.

RULE 20 - BULLETINING POSITIONS □ VACANCIES

(a) All new positions or vacancies that are to be filled, including temporary vacancies of thirty (30) calendar days or more duration created by a medical leave of absence of the regular occupant of a position and temporary positions connected thereto, will be bulletined to all employees holding seniority on the district in the class in which the new position is created or vacancy occurs.

New positions will be bulletined as much in advance of their establishment as possible but in no event later than seven (7) calendar days after they are established.

Vacancies, including temporary vacancies as defined above, will be bulletined as promptly as possible but in no event later than seven (7) days after they occur; provided, however, that temporary vacancies, which start out on an indefinite basis, will be bulletined as soon as it is known they will exist for thirty (30) calendar days or more.

Positions of employees suspended from service pursuant to Rule 48(i) will, if bulletined, be considered as temporary assignment.

Vacancies arising as a result of an employee granted leave of absence in connection with his participation in the Union Pacific Railroad's Employee Assistance Program will be bulletined as "temporary." Further, there will be no reference made on the bulletin or otherwise to the individual's involvement in said program. The only information to be issued in this regard is that the employee has been granted a "medical leave of absence."

Positions will not be bulletined in connection with changing of payroll classifications, rates of pay, gang numbers, or changes involving section headquarters within the established section limits.

Vacancies due to vacations will not be bulletined. If the Company elects to fill a vacancy it will be filled pursuant to Section (k).

(b) Advertisement and assignment bulletins will be issued via a telephonic recording system utilizing toll free telephone numbers provided at the expense of the Carrier. Bulletins will provide descriptive title, rate of pay and location.

(c) Employees, whether furloughed or actively employed, desiring bulletined positions will submit their application through the telephonic recording system during the advertisement period which will be open continuously effective at 9:00 a.m. Central Time each Thursday and closing at 7:00 a.m. Central Time on the following Monday. When more than one vacancy or new position is bulletined at the same time, employees will have the right to bid on any or all of the positions bulletined, stating their order of preference. Once

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the advertisement period has closed, employees will not be allowed to withdraw their applications.

Assignments will be issued through the telephonic recording system no later than 9:00 a.m. Central Time on the following Thursday. Assignment information will be available through the telephonic recording system until 7:00 a.m. Central Time on the following Monday.

(d) Except as otherwise provided in this Agreement, the senior applicant retaining seniority in the applicable class will be assigned to bulletined positions. If no qualifications for the position have been previously established, the employees assigned will be given full cooperation and assistance of supervisors and others in their efforts to qualify. Employees who are disqualified within the first thirty (30) working days, will vacate the position on which disqualified and return to their former position provided it has not been acquired by a senior employee or abolished, in which event the disqualified employee may exercise seniority pursuant to Rule 21.

An employee who accepts another assignment pursuant to this rule will not be eligible for assignment to the bulletined vacancy created thereby.

(e) When no bids are received from employees retaining seniority in the class, the vacancy or new position will be filled in the following order:

- (1) In accordance with the provisions of Rule 19(b);
- (2) The junior unassigned qualified employee of the class, who is furloughed;
- (3) The junior qualified employee of the class, who is regularly assigned in a lower class;
- (4) The junior unassigned furloughed employee who applied for and accepted an identical assignment previously but did not have adequate time to qualify.
- (5) The junior employee regularly assigned in a lower class who applied for and accepted an identical assignment previously but did not have adequate time to qualify.

An employee who accepts another assignment pursuant to this rule will not be eligible for assignment to the bulletined vacancy created thereby.

(f) Successful applicant will be released and permitted to move to the new assignment on the following Monday or as soon as provisions can be made for the employee's release, but, in no event, will such employee be held on the former position for more than ten (10)

RULE 20

calendar days from the date of assignment. Furloughed employees making application for an advertised position and who are assigned, will be required to report and protect their new assignment no later than the following Monday, unless an extension of time has been granted by the local supervisor involved.

(g) A written outline of all advertisement, assignment and cancellation bulletins will be promptly issued to the General Chairman, Vice General Chairman or Assistant Chairman and Local Chairman involved, in an agreed to format. In the event an advertised vacancy is canceled before an assignment is made, a cancellation bulletin will be issued.

(h) When an employee has been granted an annuity under the provisions of the Railroad Retirement Act account of physical disability, such employee's position will be bulletined as permanent. If the physical disability improves to such an extent the employee can return to work, the individual will be permitted, upon thirty (30) days' notice, to exercise seniority pursuant to Rule 21.

(i) Positions vacated by employees temporarily promoted to official or supervisory position with the Company or temporarily appointed to a full-time position with the Brotherhood will be considered as temporary and bulletined accordingly. When the employee has been permanently appointed to such position, the position formerly held will be declared vacant and if to be filled, bulletined in accordance with the provisions of this rule.

(j) When employees have been regularly assigned by bulletin as operators of machines listed in Groups 10, 11, 12 and 19, or are otherwise operating machines temporarily pursuant to Rule 20(k), and the machines are not needed for periods of less than seven (7) working days, the employees so assigned will be allowed the applicable operator's rate and required to perform work of a lower class. If machines are not to be used for periods in excess of seven (7) working days, any bulletined positions must be abolished.

(k)* Positions undergoing the advertisement and assignment process, or vacancies of less than thirty (30) days duration will be filled in the following sequential order:

- (1) The senior employee of the group and class in the gang or at the location who is working in a lower class; or,
- (2) By advancing the senior available employee of the group and class actually working in a lower class in the nearest gang or at the nearest location within a distance of forty (40) rail miles from the gang or location where the vacancy occurs; or,
- (3) By examining and promoting an employee of a lower class capable of performing the work who is either working in the gang or at the location

RULE 20

nearest where the vacancy occurs. Employees so utilized will not establish seniority as a result thereof.

Employees who, under (1) and (2) above, fail to report for such service after having been notified will forfeit seniority in the class unless satisfactory reason for not reporting in a timely manner is given. Satisfactory reason for failing to report has reference to sickness or other reasons over which the employee has no control. The employee affected, the General Chairman, and the Vice Chairman or Assistant Chairman involved will be notified in writing of the loss of seniority.

Upon completion of temporary service pursuant to Options (1), (2) or (3) above, employees will revert to their former status unless it has been changed under other provisions of this Agreement.

(l) Management will retain the right to select employees for service in Classes (a) and (b) of Group 26, and employees so selected will establish a seniority date in Class (a) or (b) of the group. In the recall of system gang foremen when gangs are established, the senior system gang foreman with maximum experience and specialization in the type of work involved may be recalled for such service even though senior foremen with experience on other gangs remain off in force reduction. In the event senior foremen are off in force reduction they will be concurrently recalled as system extra gang foremen.

*** See Appendices "Q" and "R"**

AGREED TO QUESTIONS AND ANSWERS:

Q-1. In connection with the modifications to Rule 20 and more specifically the bulletining of all system gang positions effective January 1, 1989, will the Carrier send to each employee possessing system gang seniority a tentative agenda of each upcoming year's system gang work schedule?

A-1. Yes, because in doing so the system gang employees will have a better opportunity of deciding where and when they can return to service and work during the course of the year based on their seniority. At the same time because all system gang employees will have the opportunity for the first time to apply for vacancies from a furloughed status, the Carrier will also experience having its vacancies filled much more expeditiously and with employees who wish to fill same as opposed to force assigning someone to the positions through the sometime cumbersome recall process. It is hoped that this will be a benefit for both parties to the Agreement.

Q-2. Will the tentative agenda explain what type of headquarters each gang is to have, i.e., whether the particular gang will be headquartered in outfit cars with or without meal service

RULE 20

equipment or in an "on-line service" arrangement with applicable per diem allowances for each type?

A-2. Yes.

Q-3. Further in connection with the modifications to Rule 20, paragraph 7 of the Agreement states: "Employees not retaining seniority in particular seniority classifications do not retain an Agreement right, per se, to bid on positions in such classifications. However, those interested in promotion to such classifications will utilize the same telephonic recording system to make their availability known during the advertisement period of a bulletined position in the seniority classification desired."

Does this provision in any way supersede or modify the provision of Rule 19?

A-3. No. Instead paragraph 7 merely provides the means and only means for employees to make their availability for promotion known to the Carrier in connection with their desire to establish seniority in a particular classification. It should also be understood that employees desiring promotion will be required to make their availability known for same through the telephone bulletining system each time the opportunity presents itself as the Carrier will not keep an application on file for further consideration subsequent to filling an assignment.

Q-4. In connection with the modifications to Rule 20, paragraph 3 of the 1-1-89 Agreement states: "Furloughed employees making application for an advertised position and who are assigned, will be required to report and protect their new assignment no later than the following Monday, unless an extension of time has been granted by the local supervisor involved." As you know a situation could exist where a system gang employee may reside in Kansas City, Kansas and his assignment to which he must report could be in Seattle, Washington, over 1800 miles away. With respect to the extension of time provision quoted above, will special consideration be given to the employee faced with those or similar circumstances?

A-4. While the Carrier will expect the employee under such conditions to report to his new assignment as soon as possible, it will also give that employee a reasonable amount of time to report to the new assignment accordingly.

RULE 21 - REDUCTION IN FORCE

(a) Except as provided in Sections (b) and (c) of this rule force reductions will not be made nor will positions be abolished until the employees affected have been given five (5) working days advance notice. Such notices may only be given by an appropriate Company manager and, if given orally, written confirmation of same will be promptly furnished and, in any event, before the employees are released. Abolishment notices will show name, social security number, gang number and classification of the employees affected and copy of same will be forwarded immediately to the Brotherhood's General Chairman as well as System Officers and Local Chairmen involved.

If a gang is working a compressed work period and all or some of the positions in such gang are to be abolished, the Carrier will have satisfied the advance notice requirement of Rule 21 by giving a four (4) working days, notice of abolishment of such positions.

(b) Information concerning abolishments, which will include gang number as well as number of positions in each classification involved, will be issued via telephonic recording systems designed for bulletining purposes during the applicable assignment/ advertisement period.

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

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

(e) When forces are reduced or positions are abolished, seniority will govern, and employees affected thereby may displace junior employees in any seniority class in which

RULE 21

seniority and qualifications are held. Employees must exercise seniority within ten (10) calendar days from date of displacement unless extension of time is agreed to by the designated Carrier Officer and General Chairman. Identification of the position to which the displaced employee intends to exercise displacement rights must also be given by phone to the appropriate company representative in Non-Op Personnel Services.

For those employees exercising seniority displacement rights into or away from positions which are working a compressed work period, the normal ten (10) calendar day time limit for exercising seniority will be increased to fifteen (15) calendar days unless further extension of time is agreed to by the designated Carrier Officer and the General Chairman.

(f) Employees who do not elect to remain in service through the exercise of displacement rights or who are unable to do so will be furloughed. In order to be eligible for recall and in order to avoid any forfeiture of seniority under recall provisions, employees must have on file at all times a current address with the Director of Non-Op Personnel Services in Omaha, Nebraska. In conjunction with the January 1st seniority information letter transmitted to each employee retaining seniority on the Maintenance of Way rosters, employees will be asked to advise of any change in their current mailing address. Advice of any change in address must be transmitted via U.S. Mail within ten days of the change to:

Non-Op Personnel Services
Union Pacific Railroad Company
1416 Dodge Street PNG06
Omaha, Nebraska 68179

Copy of such notice of change should also be furnished to the General Chairman at the following address:

BMW - General Chairman
P.O. Box 850
Lyman, Wyoming 82937

All notices of recall will be transmitted to the last address of record. Employees failing to respond to recall letters transmitted via certified mail to the last address of record will be subject to the seniority forfeiture provisions of the Agreement.

(g) Employees will not be permitted to displace junior employees during the regularly assigned work period of the employee being displaced.

(h) Displaced employees will not be allowed to exercise seniority to fill positions for which they have not established qualifications previously.

RULE 21

(i) After an abolishment notice has been issued, the Carrier will be privileged to continue to work abolished forces for up to and including three (3) consecutive work days following the effective date of the abolishment notice. If the abolished forces are worked beyond the three-day grace period, the Carrier will issue a new five-day abolishment notice. Employees will be provided a minimum of twenty-four (24) hours notice when it is the Carrier's intent to work abolished forces past the effective date of the abolishment.

(j) In the event a displaced employee immediately requests and is authorized vacation time in lieu of exercising displacement rights prior to being released on the effective date of the abolishment notice, the ten-day time limit period for the exercise of displacement rights will commence at the expiration of the employee's vacation period.

AGREED TO QUESTIONS AND ANSWERS:

Q-1. As you know the present Agreement provides that employees who are displaced due to an abolishment of their position or by senior employees exercising seniority, have in addition to their right to exercise their seniority over junior employees, the option of entering a furloughed status without jeopardizing their seniority. Have the modifications to Rule 21(f) effective January 1, 1989, changed these options of displaced employees in any way?

A-1. No.

RULE 22 - RETENTION OF SENIORITY

(a) Unless otherwise agreed to by the designated Carrier Officer and General Chairman, an employee who applies for and accepts a bulletined assignment in another class to establish seniority or qualifications will remain in the assignment involved for a period of not less than thirty (30) working days except in those instances where the employee is disqualified; recalled to a higher class; or the position is abolished or acquired by a senior employee in the exercise of displacement rights in which event the employee may exercise seniority pursuant to Rule 21. Bids will not be accepted from employees who are working in a lower classification pursuant to Rule 22(a) until the thirty (30) working day period has expired.

(b) Unless otherwise agreed to by the designated Carrier Officer and the General Chairman, an employee assigned to a Group 6, 20, 21, 26 or 27 position pursuant to Rule 20 (d) or (e) will forfeit seniority in the classification of that position if, within ninety (90) calendar days of the assignment he voluntarily vacates the position to accept an assignment in a lower class.

Employees who apply for and accept bulletined assignments in the Foreman and Assistant Foreman classifications will be excluded from the forfeiture of seniority provisions of this section.

(c)* Employees promoted to official, supervisory or excepted positions, whether with the Corporation or the Brotherhood, will retain and continue to accumulate seniority rights, except as hereinafter provided:

(1) Employees promoted to such positions with the Corporation prior to October 17, 1986, will retain their current seniority, but will be required to pay an appropriate monthly fee, as designated by the Brotherhood, not to exceed monthly union dues, in order to continue to accumulate seniority. Such personnel who elect not to pay the monthly fee will have their seniority frozen as of October 31, 1986. Promoted personnel who elect to pay the monthly fee whose payments become delinquent will be given written notice by the General Chairman of the amount due and ninety (90) calendar days from the date of receipt of such notice to eliminate the delinquency in order to avoid having their seniority frozen.

(2) Employees promoted to such positions with the Corporation on or subsequent to October 31, 1986, will be required to pay an appropriate monthly fee, as designated by the Brotherhood, not to exceed the monthly union dues, in order to retain and continue to accumulate seniority. Such promoted personnel whose payments become delinquent will be given written notice by the General Chairman of the amount due and ninety (90)

RULE 22

calendar days from the date of receipt of such notice to eliminate the delinquency in order to avoid the forfeiture of seniority.

Employees retaining seniority who vacate an official, supervisory or excepted position for any reason, whether with the Company or the Brotherhood, may return to their former position or may exercise rights over any junior employee who is holding a position that has been bulletined during their absence, except that if the employee's former position has been abolished or has been acquired by a senior employee through the exercise of displacement rights, the returning employee may then exercise seniority rights over junior employees as provided in Rule 21. Employees desiring to return from official, supervisory or excepted positions must give management and the General Chairman five (5) calendar days' advance written notice before returning. The seniority status and ranking of promoted personnel whose seniority has been frozen will be adjusted immediately prior to their exercise of seniority rights by the parties hereto.

Unless agreed to otherwise by Management and the General Chairman, the returning employee will have no more than sixty (60) calendar days after being released to get affairs in order and return as specified herein. Returning employees who fail to return to service within said time limit or who are unable to do so, will be considered furloughed.

(d) Employees assigned to temporary service will, when released, return to their former positions provided they have not been acquired by senior employees in the exercise of displacement rights or abolished in which event the employee may exercise seniority pursuant to Rule 21.

(e) Employees who relinquish their seniority in the class in which working will be considered furloughed with no displacement rights and eligible to return to service in other classes in which seniority is held at the first opportunity pursuant to Rules 20 and 23.

(f) An employee accepting a position in construction gangs, system rail, tie and ballast gangs, engaged in new construction or special projects under the supervision of the Chief Engineer will retain and accumulate seniority in seniority classes and groups in which he holds seniority.

(g) Employees holding seniority under this agreement who are temporarily employed in other positions in the service of the railroad company not included within the scope of this agreement, may with the approval of the designated Carrier Officer and General Chairman, retain and accumulate seniority in their seniority group and district.

RULE 22

(h) An employee returning to service from vacation or leave of absence will be permitted to displace an employee who established seniority during the returning employee's absence provided the returning employee would have been considered to be the senior applicant with sufficient abilities and qualifications pursuant to Rule 19(b) at the time the new seniority date was established. Such displacement must be exercised within five (5) working days of the employee's return to service. Such employee will be awarded an identical seniority date and a ranking position on the roster immediately senior to that held by the employee he/she displaces.

(i) Except as provided in Rules 10(b) and 19(e), employees who have been disqualified by written notice from a position (other than medical disqualification) may accept furlough in accordance with Rule 21 (f); or, may exercise any seniority rights in the class or succeeding lower classes in which seniority and qualifications are held.

Employees thus affected will retain their name and seniority date on the applicable seniority rosters with the appropriate comment "disqualified" until such time as they re-qualify. Disqualified employees will be granted opportunities to re-qualify pursuant to Rule 20(d), however, no employee will receive more than three (3) such opportunities unless agreed to by the designated Carrier Officer and the General Chairman. In any case, an employee who is disqualified may request a conference in accordance with Rule 48(n).

NOTE: It is understood that the only exception to these provisions is where special circumstances exist over which the employee involved and the Carrier have no control. An example of such a circumstance would be the regulations of the Department of Transportation (DOT) prohibiting an employee from being assigned to a truck operator position from which disqualified due to color blindness. In all other cases, there is no prohibition or restriction in the Collective Bargaining Agreement which bars an employee from making application at a later date to establish seniority and/or qualifications in a classification or on a position from which disqualified other than that contained in Rules 15 (c) or 22 (i) as amended herein.

(j) Except as otherwise provided in this agreement, an employee may establish and retain seniority in all subdepartments covered under this agreement.

(k) Except as otherwise provided in this agreement, the seniority rights that an employee may retain will be confined to one seniority division and/or district. Since the Omaha Headquarters Building seniority district is within the geographical limits of the Nebraska Division seniority district, employees may retain seniority rights on seniority rosters on both seniority districts.

(l) The seniority of any employee whose seniority is established after October 17, 1986 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The 365 consecutive days will exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

*** See Appendix "J"**

AGREED TO QUESTIONS AND ANSWERS:

Q-1. If an employee applies for and accepts a bulletined assignment in a lower class (or any class) to establish qualifications and fills the assignment for at least a full thirty (30) working day period, will he be considered as having established his qualifications for the position involved?

A-1. Yes.

Q-2. If an employee applies for and accepts a bulletined assignment in a lower class to establish seniority and/or qualifications and during the thirty (30) working day period he is recalled to a higher class position, will he be required to respond to the higher class position to protect his seniority?

A-2. Yes.

Q-3. If an employee applies for and accepts a bulletined assignment in a lower class (or any class) to establish seniority and qualifications and he is recalled and responds to a higher class position before he was able to satisfy qualification requirements during the thirty (30) day working period, does he still acquire the seniority date?

A-3. Yes, pursuant to Rule 15(b). However, said employee will be prevented from displacing Junior employees in the class involved until he establishes his qualifications therein as required by Rule 21 (e).

RULE 23 - RESTORATION OF FORCE

(a) Furloughed employees assigned to positions pursuant to Rule 20 (e) must return to service in the seniority class to which recalled within seven (7) calendar days after receiving a recall notice in writing by certified mail at the last address of record.

(b) A furloughed employee's failure to report within the time requirements of (a) for a Group 20, 26 or 27 assignment, will result in the forfeiture of all seniority in Group 20, 26 and 27.

(c) A furloughed employee's failure to report within the time requirements of (a) for an assignment in any group not identified in (b) will result in the forfeiture of all seniority in the Maintenance of Way Department. (This paragraph (c) does not apply to C&NW, and SPRR employees)

(d) The forfeiture of seniority requirements of (b) and (c) will not be applied if satisfactory reason for not reporting in a timely fashion is given, or an extension of the time limit specified in (a) is agreed to by the designated Carrier Officer and General Chairman involved. Satisfactory reason for failing to report has reference to sickness or other reasons over which the employee has no control.

(e) Employees regularly assigned to a lower class who are recalled to a higher seniority class must return to such higher class at the first opportunity or forfeit seniority therein. Such employees will be released to report to the higher class position on the first day of the assignment's regular work week or as soon as provisions can be made, but, in no event, will the employee be held on the former position for more than ten (10) calendar days from date of assignment.

(f) Furloughed employees returning to service to accept Maintenance of Way Department Group 20, 26 or 27 assignments who have at least five (5) days unused vacation entitlement, will, upon request, be issued a loan voucher in the amount of \$100, \$200 or \$300 to facilitate their return to service. Such loans will be interest free and deductions for repayment of at least \$50 from the borrowing employees' pay vouchers will be made commencing with the employees' second pay voucher issued subsequent to their return to service. Deductions greater than the fifty dollar minimum may be authorized by the employees.

Employees receiving such loans who have no more than five (5) days unused vacation remaining in the calendar year, will not be allowed to take vacation time until the loan repayment is complete. If for whatever reason, the loan repayment is not complete by the end of the calendar year, the unpaid portion of the loan will be deducted from the employee's payment for the year's unused vacation time.

RULE 24 - TRANSFERS

(a) **OTHER SENIORITY DISTRICTS** - An employee desiring to transfer from one seniority district to another may make written application to do so through the designated Carrier Officer or General Chairman. If mutually agreeable the designated Carrier Officer and General Chairman will enter into a letter of agreement authorizing the transfer. Once a particular roster has been exhausted and it would otherwise be necessary to hire or promote to fill a permanent vacancy, the employee and his seniority in all classes will be transferred. One-half of the employee's seniority being transferred will be forfeited and the seniority date(s) on the former roster(s) and the date of assignment on the new roster will be utilized in calculating the transferee's seniority date(s) on the new roster(s). Examined employees, as referred to under Rule 19(e), who have not obtained a seniority date in the foreman's classification will have their names placed at the bottom of the foreman assignment eligibility list on the division involved at the time of transfer.

(b) **PROGRAM WORK** - When there is a backlog of program work on a seniority district, the General Chairman and the designated Carrier Officer will agree upon conditions whereby the Company may transfer individuals or gang units from another Seniority District for the purpose of assisting with such program work.

(c) **EMERGENCIES** - In emergencies brought about by conditions such as floods, fire, snowstorms, hurricanes, earthquakes, accidents or derailments resulting in the Company's operation being suspended in whole or in part, the Company may augment existing forces by transferring employees from another seniority district to assist with the alleviation of such emergencies. Such transfer will not exceed ten (10) calendar days unless otherwise agreed to by the General Chairman.

(d) **RIGHTS ON HOME SENIORITY DISTRICT** - Employees transferred under the provisions of (b) and (c) of this rule will not establish seniority on the seniority district or division to which transferred.

RULE 25 - LEAVE OF ABSENCE

(a) A request for a leave of absence of fifteen (15) calendar days or less duration need not be made in writing, but employees desiring such a leave of absence must secure approval from their immediate supervisor. A request for a leave of absence in excess of fifteen (15) calendar days must be made in writing to the employee's immediate supervisor.

(b) Employees granted leave of absence in writing by proper authority of the Company will retain their seniority. Employees failing to return before the expiration of their leave of absence will lose their seniority rights unless an extension has been obtained. When leave of absence or extension has been requested and is denied, the employee will be so advised and required to return to service within five (5) calendar days after receipt of such notice or forfeit all seniority rights.

(c) Employees on leave of absence who engage in other employment without the approval of the designated Carrier Officer and the General Chairman will forfeit their seniority rights and employment relationship.

(d) An employee returning from leave of absence and an employee who is released from an official, supervisory, or excepted position may return to former position or may exercise seniority rights over any junior employee who is holding a position that has been bulletined during the returning employee's absence, except that if the employee's former position has been abolished or is being held by a senior employee through the exercise of displacement rights, the returning employee may exercise seniority rights over junior employees as provided in Rule 21.

(e) An employee desiring to return from leave of absence in excess of fifteen (15) calendar days, before expiration thereof, must give five (5) calendar days advance notice before returning.

(f) **MILITARY LEAVE** - Pursuant to the provisions of applicable Federal statutes and/or the Universal Military Training and Service Act and amendments thereto, any employee who has established a seniority date and enters the Armed Forces of the United States on or after June 24, 1948, will, upon completion of such service, be restored to service with the Company provided an application for reemployment is made to the Company within the period following the employee's discharge from the Armed Forces, as provided by law.

(g) **MEDICAL LEAVE** - Requests for leave of absence account sickness or injury which are of fifteen (15) calendar days or less duration need not be in writing, but such requests must be advanced by the employee to the Carrier in a timely manner, specifying the nature of the illness or injury and the number of days required.

Requests for medical leave of absence account sickness or injury in excess of fifteen

RULE 25

(15) calendar days must be made in writing and properly documented and supported by a statement from the employee's physician, which includes the specific reason therefor and the expected duration. Extensions thereof must also be supported by a similar statement from the employee's physician.

In the event a dispute arises as to whether a request for a medical leave of absence is properly documented, such dispute will be resolved by the Carrier's Medical Director and the employee's physician, however, the seniority of the employee involved will not be terminated as a result of such issue during the pendency of such dispute. If a leave request is denied, the employee will be so advised and required to return to service within five (5) calendar days after receipt of such notice or forfeit all seniority rights.

Employees granted medical leave of absence in excess of fifteen (15) calendar days who are released for duty to return to service before expiration thereof must give forty-eight (48) hours' advance notice before returning.

RULE 26 - WORK WEEK

(a) Subject to the exceptions contained in this Agreement, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7) is hereby established. The workweeks may be staggered in accordance with the Company's operational requirements. So far as practicable, the days off will be Saturday and Sunday. This work week rule is subject to the provisions which follow.

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

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

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

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

(e) **REGULAR RELIEF ASSIGNMENTS** -

(1) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned. Relief assignments will not be required to have five (5) days of work per week.

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

(3) When at a work location there is not sufficient work in one (1) seniority rank or on one (1) seniority roster, as the case may be, in such seniority rank or seniority roster, respectively, a relief assignment consisting of work on positions in more than one seniority rank or seniority roster in the same subdepartment may be established.

RULE 26

- (4) When a relief assignment consists of positions in more than one seniority rank or seniority roster, such relief assignment will be assigned to the applicant senior in the service of the Company in any of the ranks or rosters included within such assignment who has the requisite ability to fill such assignment. An employee assigned to a relief assignment under the provisions of this Section (4) will not establish seniority in a rank or on a roster in which such employee has not acquired seniority previous to his assignment to such relief assignment, except that when such assignment is filled by an employee who has not established seniority in any rank or roster included in such assignment, such an employee may establish seniority in the lowest rank in one of the rosters included in such assignment and will be required to advise the employing officer in writing within ten (10) calendar days after taking service on such assignment the seniority roster in which he elects to establish seniority. After having made such election such an employee will not establish seniority on any other roster or rank by reason of filling such relief assignment.
- (5) When a relief assignment consists of positions one or more of which is required to be bulletined under the rules of this Agreement, such assignment will be bulletined.
- (f) **DEVIATION FROM MONDAY- FRIDAY WEEK** - If in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of Section (b) of this rule, and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday, and the employees contend the contrary and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this Agreement.
- (g) **NON-CONSECUTIVE REST DAYS** - The typical work week is to be one with two (2) consecutive days off, and it is the Company's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by Sections (d), (e) and (f), the following procedure will be used:
- (1) All possible regular relief positions will be established pursuant to Section (f) of this rule.
 - (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
 - (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

RULE 26

- (4) Other suitable or practicable plans that may be suggested by either of the parties will be considered and efforts made to come to an agreement thereon.
 - (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
 - (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.
 - (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
 - (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.
- (h) **WORK ON UNASSIGNED DAYS** - Where work is required by the Company to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have forty (40) hours of work that week; in all other cases by the regular employee.
- (i) **BEGINNING OF WORK WEEK** - The term "work week" for regularly assigned employees will mean a week beginning on the first day on which the assignment is bulletined to work.
- (j) **REST DAYS OF EXTRA OR FURLOUGHED EMPLOYEES** - To the extent extra or furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
- (k) **GUARANTEES** - All existing weekly and monthly guarantees will be reduced to five days per week. Nothing in this Agreement will be construed to create a guarantee of any number of hours or days of work where none now exists.

(l) **TRACK INSPECTORS** - Management may change the work week of a Track Inspector with thirty-six (36) hours' advance notice to the employees involved. Those Track Inspectors who have their work week changed during a month will have their compensation adjusted accordingly.

(m) **ALTERNATIVE WORK WEEK AND REST DAYS -**

- (1) Production crews* may be established consisting of five (5) eight (8) hour days followed by two (2) consecutive rest days. One of those rest days will be either a Saturday or a Sunday, and both weekend days will be designated as rest days where there is no need for weekend work.
- (2) Production crews* may be established consisting of four (4) ten (10) hour days, followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed work week will include either Saturday or Sunday. However, where there is no carrier need for weekend work production crews will be given both weekend days as rest days.

Note: * - Production crews include locally based supporting BMW forces whose assignment is associated with that of a production crew to the extent that a different work week or rest days for such crews, on the one hand, and such supporting forces, on the other, would delay the work or otherwise interfere with its orderly progress.

- (3) As it relates to this section, a production gang or crew is defined as a mobile and mechanized gang consisting of ten or more employees.

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RULE 27 - BASIC WORK DAY

- (a) Except as otherwise provided in this Agreement, eight (8) hours exclusive of the meal period will constitute a day.
- (b) For work requiring continuous service, eight (8) consecutive hours without meal period will constitute a day, in which case twenty (20) minutes will be allowed in which to eat without deduction in pay.
- (c) Except as provided in this rule, regularly established working hours will not be reduced below eight (8) hours per day.
- (d) When less than eight (8) hours are worked for convenience of employees, or when regularly assigned for service of less than eight (8) hours on rest days and holidays, or when, due to inclement weather, interruptions occur to regularly established work period preventing eight (8) hours work, only actual hours worked or held on duty will be paid for except as provided in Section (e) of this rule.
- (e) When hourly rated employees are required to report at usual starting time and place for the day's work, and conditions prevent work being performed, they will be allowed a minimum of four (4) hours at the pro rata rate. If held on duty over four (4) hours, actual time so held will be paid for. This will not apply to employees notified in advance of usual starting time. Except in an emergency or when conditions fully justify, employees reporting will not be required to work in the rain for the sole purpose of receiving payment under this section.
- (f) Nothing contained in this rule will restrict the carrier's right to make emergency force reduction as provided by Rule 21.

RULE 28 - ESTABLISHED WORKING HOURS

Regularly established working hours will not be reduced below eight, or the days per week below five, except the number of days may be reduced in a week in which holidays occur by the number of such holidays, or as otherwise provided in Rule 40.

RULE 29 - HEADQUARTERS

The Company will designate a headquarters for all regular established positions covered by this Agreement. Outfit cars will be considered as a headquarters for employees assigned to mobile type service and will be so designated. Employees assigned to mobile type of service not headquartered in outfit cars will be considered as being headquartered on-line.* A Switch Maintainer will be assigned a fixed headquarters at a terminal.

***See Appendices "X", "X-1", "X-2"**

RULE 30 - DESIGNATED ASSEMBLY POINT*

(a) The starting place for section forces will be the section tool house. The starting place for bridge and building forces, steel erection forces and others assigned with fixed headquarters in terminals, will be the designated tool house or shop. The starting place for employees assigned with headquarters outfits will be the designated outfit's tool or supply car, provided, however, that when the outfit car is located at a point away from the assigned tool or supply car to meet the requirements of the service, the starting time will commence at the outfit car. When the assigned outfit cars are located at a point away from the tool or supply car for the convenience and request of the employees, the starting time will continue as commencing at the location of the tool or supply car.

The assembly point for employees headquartered on-line will be the designated work site where the days work is scheduled to begin. If the assembly point for on-line employees is changed from one workday to another, the Carrier must designate the new assembly point no later than the close of shift on the previous workday. Unless so designated, the assembly point will remain unchanged. If the employees are prevented from assembling at the work site to begin their tour of duty because of inadequate roads or parking for their personal vehicles, arrangements for a suitable assembly point located nearest the work site will be made for the beginning of the employees' tour of duty.

For the purpose of insuring that traveling on-line employees are afforded an opportunity to secure adequate rest, it is agreed that the distance traveled between a former assembly point and a new assembly point during any 24-hour period will not normally exceed four hundred fifty (450) miles. Likewise, traveling on-line employees will not normally be expected to travel in excess of one hundred fifty (150) miles in moving from the former assembly point to the new assembly point during the unassigned hours between two consecutive workdays.

(b) Employee's time will start and end at the designated assembly point as provided by Section (a) with the following exception.

(c) The assembly point for regular forces assigned with fixed headquarters will be subject to change to conform with prevailing conditions, but will not be changed more than once in any ninety (90) day calendar period.

(d) Paid time for production crews that work away from home will start and end at the reporting site designated by the appropriate supervisor by the end of the previous day, provided the reporting site is accessible by automobile and has adequate off-highway parking. Such unpaid time traveling between the carrier-designated lodging site and the work site will not exceed thirty (30) minutes each way at the beginning and end of the work day. If a new highway site is more than 15 minute travel time via the most direct highway route from the previous reporting site, paid time will begin after fifteen minutes of travel time.

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to the new reporting site from the carrier-designated lodging site for it, and from the new reporting site to the carrier-designated lodging site for it, on the first day only of such change in the reporting site.

In order that there will be no duplication, time paid for in accordance with this Article will not be included in determining compensation that may otherwise be due an employee for travel time under the Award of Arbitration Board No. 298, as amended, or similar provisions.

Production crews include all supporting BMW employees who are assigned to work with or as part of a production crew. As it relates to this section, a production gang or crew is defined as a mobile and mechanized gang consisting of ten (10) or more employees. The Carrier will not change the headquarters of supporting BMW forces, as that term is defined, for the purpose of avoiding payment of away-from-home expenses to such supporting forces.

***Appendix X, X-2**

RULE 31 – STARTING TIME

- (a) The starting time of the work period for regularly assigned service will be designated by the supervisory officer and will not be changed without first giving employees affected thirty-six (36) hours' advance notice.
- (b) Employees working single shifts, regularly assigned exclusively to day service, will start work period between 6:00 A.M. and 8:00 A.M.
- (c) Where two (2) shifts are employed, the starting time of the first shift will be between the hours of 5:00 A.M. and 8:00 A.M., and the starting time of the second shift will be between the hours of 1:00 P.M. and 4:00 P.M.
- (d) Where three (3) shifts are employed, the starting time of each will be regulated so that no shift will commence work between 1:00 A.M. and 4:00 A.M.
- (e) For regular operations necessitating working period varying from those fixed for the general forces covered by Sections (b), (c) and (d) of this rule, the hours of work will be assigned in accordance with the requirements of the service, by agreement between a designated Carrier Officer and General Chairman.
- (f) The starting time of Track Inspectors will be designated by the supervisory officer and will not be limited to the restrictions of Rule 31. No change of Track Inspector starting times will occur without giving the employee affected thirty-six (36) hours' advance notice.
- (g) The starting times for production crews* will be between 4:00 a.m. and 11:00 a.m. and will not be changed without thirty-six hours notice, except that forty-eight hours notice will be given for a change which is greater than four hours. Starting times will remain in effect for at least five consecutive days. The BMWE may contest the creation of new starting times through the arbitration procedure set forth in Appendix "A". If the carrier wishes to start a crew so early that a convenient restaurant is not open, or end work so late that a meal cannot be obtained, it will be the responsibility of the carrier to provide a meal to those employees at the work site or other place appropriate, convenient and safe to its employees.
- (h) Other starting times may be agreed upon by the parties for production crews* or for regular assignments involving service which is affected by environmental conditions or governmental requirements or for work that must be coordinated with other operations in order to avoid substantial loss of right of way access time; however, no production crews* or regular assignment will have a starting time between midnight and 4:00 a.m. If the parties fail to agree on such other starting times, the matter may be referred to arbitration in the manner described in Appendix "A". Similar notice requirements regarding starting times, as described in (g) above, will apply.

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*As it relates to this section, production crews include supporting BMW forces who are directly involved. However, “directly involved” should be given the narrowest possible construction consistent with the efficient operation of the production crew. A production gang or crew is defined as a mobile and mechanized gang consisting of ten (10) or more employees.

RULE 32 – MEAL PERIODS

(a) Where a meal period is allowed it will be between the ending of the third hour and the beginning of the sixth hour after starting work. The regular meal period will not be less than thirty (30) minutes or more than one (1) hour.

(b) If the meal period is not afforded within the time limit specified in Section (a) and is worked, the meal period will be paid for at the pro rata rate and twenty (20) minutes with pay in which to eat will be afforded at the first opportunity.

(c) If the twenty (20) minute meal period as specified in Section (b) is not afforded within the regular hours of assignment, the meal period will be paid for at the overtime rate.

(d) When the starting time of employees is changed in accordance with the provisions of Rule 31 a corresponding change will be made in the regular assigned meal period.

(e) When employees are required for overtime service, they will be accorded subsequent meal periods as specified hereinafter:

- (1) Employees required to work overtime following and continuous with their regularly assigned hours will be accorded a meal period during said overtime service within six (6) hours from the end of the regularly scheduled meal period. No meal period need be allowed when employees are released from work and returned to their home station, headquarters location, or outfit cars within three (3) hours after their assigned quitting time. Subsequent meal periods will be granted at six (6) hour intervals with it being understood the six (6) hour, interval period would begin to toll at the end of the last meal period allowed.
- (2) Employees called to work overtime pursuant to Rule 35(c) will be allowed a meal period within or immediately following six (6) hours of continuous duty unless released from work and returned to their home station headquarters location, or outfit cars within said six (6) hour period. Subsequent meal periods will be granted at six (6) hour intervals, with it being understood each six (6) hour interval period would begin to toll at the end of the last meal period allowed.
- (3) It is understood that “end of the last meal period allowed” as referred to in paragraphs 1 and 2 is considered to be the time the employees return to work/duty.

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- (4) (a) Where the employees are under the supervision of a gang foreman, it will be that foreman's responsibility to see that the employees under his supervision are accorded meal periods.
- (b) In the event the employees are working under the supervision of an employee superior to the gang foreman, it will be the responsibility of the foreman to advise the supervisor when the employees on that gang are due for a meal period as prescribed by this rule, before going into penalty time.
- (5) The Company will furnish meals at no cost to the employee or reimburse said employees for the cost thereof, provided, however, if an employee is called for overtime work at least two (2) hours in advance of the time required to report, it will be the employee's responsibility to carry a lunch or provide the first meal. The Company will make every effort, if possible, to provide wholesome meals and sanitary conditions for the employees during the referred to meal periods.
- (6) In the event a meal period is not afforded at the designated time, the employees will be compensated at double their existing rate of pay from that time until such time as they are accorded a meal period; there will, however, be no compounding of the penalty payments provided herein.
- (7) No employee will be requested, required or permitted to deviate from the provisions of this rule.

RULE 33 – BASIS OF PAY

(a) **RATES OF PAY** - Wage schedule rates of pay for employees covered by this Agreement are as listed in the Schedule of Rates of Pay. When rates of pay are revised, copy of the revised wage schedule will be furnished to the General Chairman.

(b) **RATING POSITIONS** - The rates for new positions established will be in conformity with the rate of pay for positions of similar character and classification. If there are no positions of similar character and classification in existence at the time the new position is created, the rate of pay will be fixed on the basis of the duties and responsibility by agreement between the General Chairman and the designated Carrier Officer.

(c) **CALCULATION OF RATES** – In computing straight time and overtime hourly rates, fractions less than one-half (\square) of the one (1) cent will be dropped, one-half (\square) cent over to be counted as one (1) cent.

(d) **SHORTAGE IN PAY CHECK** - When time is claimed in writing and such claim disallowed, the employee making the claim will be notified in writing the reason for non-allowance. Employees will receive their pay vouchers at least semi-monthly; if an employee is short an amount equivalent of one day's pay or more, a time voucher will be issued upon his request.

(e) **TEMPORARY ASSIGNMENTS-COMPOSITE SERVICE** - An employee temporarily assigned to work paid at a higher rate of pay for four hours or more in one day will be allowed the higher rate for the entire day. If temporarily assigned to work paid at a higher rate for less than four hours in one day, the employee will be paid at the higher rate for the time actually worked at that rate. If temporarily assigned to work paid at a lower rate, his rate of pay will not be reduced. This does not apply in reduction of force.

(f) **USE OF CUTTING TORCH**-When a Sectionman is required to utilize cutting torch equipment to facilitate the work, the employee selected will be compensated at the rate of Track Welder Helper, pursuant to Rule 33(e), while actually using such equipment. To the extent practicable, the senior available, qualified Sectionman on the gang will be utilized.

(g) **SUPERVISORY EMPLOYEES – CLERICAL WORK**-Since it is recognized all supervisory employees are authorized to perform clerical work such as making out necessary reports and payrolls as well as studying prints and standards during the regular hours of assignment, such employees will not be compensated for performing such duties during recognized overtime hours.

(h) **RATE PROGRESSION- NEW HIRES**

(1) Employees entering the service of the carrier on positions covered by this agreement will be paid at 90 percent of the applicable rates of pay (including

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COLA) for the first 12-calendar months of employment and will be paid at 95 percent of the applicable rates of pay (including COLA) for the second 12-calendar months of employment for all service performed on positions covered by this agreement.

- (2) Employees who have had an employment relationship with Union Pacific and are rehired will be paid at the established rates after completion of a total of 24 months combined service.
- (3) Service in a craft not represented by the Brotherhood of Maintenance of Way Employees will not be considered in determining periods of employment under this Rule.
- (4) Employees who have had a previous employment relationship with a carrier in a craft represented by the Brotherhood of Maintenance of Way Employees and is subsequently hired by Union Pacific will be covered by this rule. However, such employee will receive credit toward completion of the 24-month period for any month in which compensated service was performed in such craft provided that such compensated service last occurred within one year from the date of employment by Union Pacific.
- (5) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal will not count toward completion of the 24-month period.
- (6) This rule will not apply to Foremen, Mechanics, and production gang members operating heavy, self-propelled equipment that requires skill and experience.

NOTE: Generally speaking, those excluded would occupy the highest-rated positions, while those included would occupy lower-rated positions. This rule will continue to apply, however, to a production gang employee who operates machines that requires less skill and experience, such as non self-propelled, hand-held, or portable machines.

- (i) **MAINTENANCE OF WAY REPAIR SHOP FOREMAN** - The six day-per week assignment for MofW Repair Shop Foreman positions comprehends eight (8) hours straight time pay for the regular assigned hours on each of six (6) assigned days. Employees filling these positions will be assigned one (1) regular rest day per week, Sunday, if possible. Employees will not be required to work the regular hours of assignment on the sixth day of their work week to receive compensation for same except in cases of emergency or when conditions fully justify. No additional compensation will be paid to a MofW Repair Shop

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Foreman when performing actual service during the regular assigned hours on the sixth day of the workweek.

(j) **EXTRA GANG FOREMAN** - The rates of pay established for Extra Gang Foreman (over 30 men) are interpreted to allow the higher rate of pay for the entire payroll period if on any day during the payroll period the gang consist exceeds thirty (30) men.

(k) **OPTIONAL ALTERNATIVE COMPENSATION** – The Carrier may offer employees, by notice addressed to their designated representative(s), alternative compensation arrangements. Such arrangements may include, for example, stock options, stock grants (including restricted stock), bonus programs based on carrier performance, and 401(k) plans. The proposed arrangement(s) may be implemented only by mutual agreement of the carrier and the General Chairman or a designated BMWWE officer.

NOTE: It is understood that the carrier cannot be compelled to offer any alternative compensation arrangement, and, conversely, the employee representatives cannot be compelled to agree to any carrier proposal made under this provision.

RULE 34 – TRACK INSPECTORS

- (a) Track Inspectors will be assigned to a five (5) consecutive day a week position. During those periods when management deems necessary, the workweek of Track Inspectors may be changed.
- (b) Track Inspectors working a Monday-Friday workweek with Saturday and Sunday rest days will be compensated at the rate of pay listed in Group 7 (a-1) of the Schedule of Rates of Pay.
- (c) Track Inspectors who have a Saturday or Sunday within their five-day work week will be compensated at the rate of pay listed in Group 7 (a-2) of the Schedule of Rates of Pay.
- (d) Track Inspectors who have both Saturdays and Sundays within their five-day work week will be compensated at the rate of pay listed in Group 7 (a-3). Of the Schedule of Rates of Pay.
- (e) Management may change the workweek of a Track Inspector with thirty-six (36) hours advance notice to the employees involved. Those Track Inspectors who have their work week changed during a month will have their compensation computed accordingly. For example, a Track Inspector working two weeks a month with Saturday/Sunday rest days and two weeks with Tuesday/Wednesday rest days will have his salary reflect two weeks at the rate of pay listed under Group 7(a-1) and two weeks at the rate of pay listed under Group 7 (a-3) of the Schedule of Rates of Pay.
- (f) The hourly straight time rate for the Track Inspector assignment is based on the work week assigned per this rule. The premium overtime rate for all Track Inspector positions will be determined by using the (a-1) Track Inspector straight time rate.

RULE 35 – OVERTIME SERVICE

(a) **COMPUTATION** – Time worked preceding or following and continuous with the regular eight (8) hour assignment will be computed on an actual minute basis and paid for at time and one-half rate with double time applying after sixteen (16) hours of continuous service, until relieved from service and afforded an opportunity for eight (8) or more hours off duty.

(b) **NEW EMPLOYEES** – In the application of Paragraph (a) of this rule, the regular assigned eight (8) hour work period of new employees temporarily brought into service in emergencies will be considered as of the time they commence work.

(c) **CALLS** – Employees notified or called to perform services not continuous with regular work assignment, on rest days, or on one of the designated holidays, will be paid a minimum of three (3) hours at the time and one-half rate for three (3) hours of service or less. If the service for which called extends beyond the minimum of three (3) hours, employees will be paid at the overtime rates, as specified in subsection (a) of this rule until relieved from service and afforded an opportunity for eight (8) or more hours off duty.

In the application of this paragraph, the starting time will commence as of the time they report at their regular assembly point.

(d) **CONTINUITY OF SERVICE** - For purposes of computing sixteen (16) hours of continuous service, as referred to herein, actual time worked will be counted from time last placed on duty exclusive of the meal period granted during regular assigned hours and emergency calls of three (3) hours paid for under Section (c) of this rule, after last being relieved for eight (8) consecutive hours time off duty.

(e) **INAPPLICABLE** - Work in excess of forty (40) straight time hours in any work week will be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another, or to or from an extra or furloughed list, or where the rest days are being accumulated.

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

There will be no overtime on overtime; neither will overtime hours paid for other than hours not in excess of eight (8) hours paid for at overtime rates on holidays or for changing shifts be utilized in computing the forty (40) hours per week, nor will time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel

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time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(f) **SUSPENDING WORK** - Employees will not be required to suspend work during the regular hours of assignment of a work day for the purpose of absorbing overtime. In the case of employees required to work continuously from one regular work period to another, relief from work during the second regular work period will not be considered as suspension of work during regular assigned work period for the purpose of absorbing overtime. Except as provided in this Section (f), nothing contained in the provisions of this Agreement will require that an employee be retained on duty at the punitive rate after having performed sixteen (16) hours of continuous service. Employees relieved from service for the purpose of rest who have had eight (8) hours or more off duty prior to the beginning of their starting time will be required to report for duty commencing with the time of their assignment.

(g) **UNAVAILABLE** – Employees who desire to leave their headquarters or home station, will, if instructed to do so due to anticipated emergency conditions, notify their foreman or supervisor that they will be away and the approximate length of time and if possible, where they may be contacted.

(h) **AUTHORIZATION** – No overtime will be worked without proper authority except in case of emergency where advance authorization is not obtainable.

(i) **RELEASED** – When an employee is released from duty away from his assembly point, such release will be at a point where meals and lodging are available.

(j) **SPECIAL WORK** – Where special work is performed outside of regular work period and extra compensation mutually agreed upon by the designated Carrier Officer and the General Chairman, overtime will not apply.

(k) **PERFORMANCE** – In the performance of overtime work on unassigned days, employees regularly assigned to work in a higher seniority class will not be permitted to displace employees regularly assigned to work in a lower class.

(l) **OBLIGATION** – In order to insure the health and safety of employees, particularly when working under emergency conditions, it will be the obligation of the employee, when possible, to apprise his foreman or supervisor whenever he has completed sixteen (16) hours of continuous service.

RULE 36 – TRAVEL SERVICE

Section 1 – Away From Headquarters

(a) Employees who are required at the direction of Management to leave their headquarters will be allowed actual time for traveling or waiting during the regular working hours.

All hours worked will be paid for in accordance with the practice at their headquarters point. Travel or waiting time during the recognized overtime hours at their headquarters will be paid for at the pro rata rate.

(b) If during the time on the road an employee is relieved from duty for a period of eight (8) or more hours, such relief time will not be paid for, provided that in no case will he be paid for a total of less than eight (8) hours each calendar work day when such irregular service prevents the employee from making his regular daily hours at his headquarters point.

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

Section 2 – Change of Work Location – Outfit Service

(a) Employees assigned with outfits as headquarters, except as provided in Sections 1, 3, 4, and 5 will be paid for time spent traveling when moves are made from one work point to another during the hours of the employee's regular assignment, including waiting time en route, the same as for time worked.

(b) In lieu of pay for time spent traveling when moves are made from one work point to another outside of regularly assigned hours, or on a rest day or holiday, including waiting time en route, employees will be paid travel time at their pro rata rate computed on the basis of forty (40) miles per hour for normal traveled road miles between the work location from which the move commenced and the new work location.

In computing time under this rule, fraction of less than one-half hour will be dropped and one-half hour or more will be counted as one hour.

Section 3 – Extra Gang Assignment – Traveling In or with Outfit Cars

(a) Employees assigned to outfit cars which are considered their headquarters will be compensated as follows when their outfit cars are moved on or off their assigned seniority

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district whether they ride the outfit cars or use other means of transportation to the location where outfit cars are being moved.

(b) When a move occurs on a regular workday, employees involved will be allowed straight time for any portion of the move which occurs during their regular assigned hours.

(c) When a move occurs on a rest day, employees involved, who performed compensated service on the work days immediately preceding and following such rest day, will be allowed straight time on the basis of one (1) hour for each forty (40) miles or fraction thereof for any portion of the move which occurs during hours established for work periods on other days. The maximum time allowance under this Section (c) will be eight (8) hours per day.

(d) As pertains to employees using other means of transportation to the location where outfit cars are being moved, in case outfits are diverted, or work performed en route, no allowance will be made for any time lost.

(e) In computing time under this rule, fraction of less than one-half hour will be dropped and one-half hour or more will be counted as an hour.

Section 4 – Performing Relief or Filling Temporary Assignments

Employees filling relief assignments or performing extra or temporary service required to travel at the direction of the Management will be paid for time spent traveling from the employee's designated headquarters to the work location at their pro rata rate computed on the basis of forty (40) miles per hour for normal traveled road miles between their designated headquarters and the work location for any distance traveled in excess of forty (40) miles.

Section 5 – Accompanying Roadway Equipment

When directed by the Management, in accordance with instructions, operators who are required to ride items of roadway equipment in transit will be considered as working and will be compensated in accordance with the provisions of Rule 35. Where relieved from duty or responsibility for roadway equipment en route or upon arrival at point of work for a period of eight (8) hours or more, no time will be allowed while off duty. Waiting time en route and after arrival when released for less than eight (8) hours will be allowed at the straight time rate.

Section 6 - On-Line Service *

Employees assigned to on-line service will not be entitled to additional compensation above and beyond that contemplated under Rule 39, Per Diem Allowances, except in making moves from an old assembly point to a newly designated assembly point in which event such employees in addition to their \$48.00 daily per diem as outlined under Rule 39(e) will be entitled to an additional transportation allowance as set forth below based upon the length of individual move.

Normal Traveled Road Miles From The Old Assembly Point To The New Assembly Point			Transportation Allowance
0	-	60	\$ 0
61	-	105	5.75
106	-	150	17.25
151	-	250	34.50
251	-	350	63.25
351	-	450	86.25
451	-	550	115.00
551	-	650	138.00
651	-	750	166.75
751	-	850	189.75
851	-	950	218.50
951	-	1050	241.50
1051	-	1150	270.25
1151	-	1250	293.25
1251	-	1350	322.00
1351	-	1450	345.00
1451	-	1550	373.75
1551	-	1650	396.75
1651	-	1750	425.50
1751	-	1850	448.50
1851	-	1950	477.25
1951	-	2050	500.25
2051	-	2150	529.00

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The qualification provisions of Rule 39(e) will apply. In the computation of sixteen (16) continuous hours' service under Agreement Rule 35(d), every sixty (60) miles traveled outside of assigned hours will be considered in the continuous hours' computation at the rate of one continuous hour for every sixty (60) miles.

Section 7 – End of Work - Week Travel Allowance for Traveling Gangs.

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

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

Additional \$25.00 payments for each 100 mile increments.

(b) At the start up and break up of a gang, an allowance will be paid after 50 miles, with a payment of \$12.50 for the mileage between 51 and 100 miles.

(c) Carriers may provide bus transportation for employees to their home area on weekends. Employees need not elect this option.

(d) For employees required to work over 400 miles from their residences the carrier will provide, and these employees will have the option of electing, an air travel transportation package to enable these employees to return to their families once every three weeks. Ground transportation from the work site to the away from home airport will be provided by each carrier, and on the return trip the carrier will provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the employer can require the employees to give advanced notice of their intention to elect the air transportation option so that the carrier may take advantage of discounted air fares. Employees must make themselves available for work on at least ninety percent of the regularly scheduled work days during the three week period. And, they will not qualify for the travel allowance set forth in Section 1 during the three week period. Irrespective of the customary meal and lodging entitlement that employees have under their local agreements, when employees elect the air transportation option, they will

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be entitled to meals and lodging during the two away-from-home weekends in the three-week cycle and they will not be entitled to meals and lodging during the third weekend upon which they return home by air transportation.

(e) For purposes of this section, an employee's home station (as defined below) will be used in lieu of his residence if the employee's residence is located outside of the carrier's system (i.e., in a state (or location outside of the continental United States) that does not contain a line of road directly operated and maintained by the carrier), except where his residence is closer to the work location than his Home Station. Home Station for this purpose shall mean a station, town or city listed in the carrier's timetable that is located nearest to the employee's residence.

(f) An employee filling a Group 20, 26 or 27 assignment who completes a round trip from work to home to work will not be granted an allowance pursuant to paragraph (a) of this Section when any of the following conditions exist:

- (1) the employee is absent without authorization on a work day immediately preceding and/or following the rest days during which the round trip was made;
- (2) the employee applies for, receives, and reports for a bulletined position on another gang, not involving the project encompassing the employee's previous assignment, on the work day immediately following the rest day round trip.
- (3) instead of exercising seniority displacement rights to an available position of the same or higher class on a gang involving the project encompassing the employee's previous assignment, the employee exercises seniority displacement rights to a position on another gang, not involving the project encompassing the employee's previous assignment, on the day immediately following the rest day round trip; or
- (4) the employee claims and receives a Rules 36 Section 6 transportation allowance for the same period.

(g) If none of the above conditions exist, such employees who complete a round trip from work to home to work will be granted an allowance pursuant to paragraph (a) of this Section.

(h) Carrier will not deny employees deferred starting times pursuant to Rule 30 and Appendix X-2 on the work day(s) following a change in assembly points over assigned rest days solely because they also complete a work to home to work round trip and receive an Article XIV allowance during and for the same rest day period, respectively. Additionally,

the application of Article XIV on rest days will not effect the employees' entitlement to Rule 36 Section 6 allowances for making moves from an old assembly point to a newly designated assembly point on regular assigned work days.

***See Appendices "X", and "X-2"**

Agreed Upon Questions and Answers

Q.1 How would the travel allowance due to a covered employee be calculated under the following circumstances. The employee travels 151 miles from his residence to his initial reporting location by the most direct highway route. At the end of the first work week that employee drives home and back to the same work location. What travel allowance does that employee receive under Rule 36 Section 7?

A.1 The employee receives \$25.00 for the start up trip from his residence to the initial reporting location at the beginning of the work season. He receives \$75.00 for the end of first workweek travel of 302 miles.

Q.2 Under Rule 36, Section 7, the Carrier provides bus transportation to employees to their home area.

(a) May the employee covered by that provision decline the bus transportation?

(b) If such employee declines the bus transportation, does that declination make the employee ineligible for a travel allowance under Rule 36 Section 7.

A.2 (a) Yes
(b) No.

Q.3 Under Rule 36 Section 7, what does an employee electing the airline option receive for meals and lodging during the two away-from-home weekends in the three week cycle?

A.3 Such employee receives the meals and lodging entitlement provided under Rule 39 Per Diem. The employee is not entitled to meals and lodging for the weekend on which the employee returns home by air transportation.

Q.4 How should Rule 36 Section 7 be applied where employees are working a four 10-hour day workweek or other alternative schedule?

- A.4 Where those situations occur, carrier and organization representatives should meet locally and develop equivalent alternatives.

RULE 37 – TRANSPORTATION

- (a) **TRANSFERRING** - An employee exercising seniority rights to a new position or vacancy which necessitates a change of residence will receive free transportation for his household goods, over the lines of the Union Pacific Railroad when this does not conflict with State or Federal laws, but free transportation of household goods under this circumstance need not be allowed more than once in a twelve-month period, except in cases where an employee is affected by force reduction, the provision of this rule will apply to the point where the employee exercises his seniority rights.
- (b) **OTHER MEANS** – Employees traveling from their headquarters, outfits or regular sections to work elsewhere, unless accompanied by an outfit car will be provided with free transportation. An employee covered by this rule who is not furnished a means of transportation by the company upon securing proper authorization for incurring such expense, will be reimbursed for the cost of rail fare or other public transportation.
- (c) **AUTOMOBILES AND MILEAGE** - Employees traveling at the direction of Management where other suitable means of transportation are not available or provided, upon securing proper authorization from the employee's immediate Supervisor, may, if mutually agreeable, utilize his personal automobile for transportation and will be paid the Carrier's authorized mileage rate for normal roadway travel miles by the most direct route.
- (d) **LICENSES** – An employee assigned to operate trucks must be competent to make running repairs and service, care and maintain the vehicle and its appurtenances and perform other incidental work. Carrier will reimburse the Truck Operator for the acquisition or renewal costs of any required Operator licenses in connection with the operation of Company vehicles.

RULE 38 – EXPENSES

- (a) **MEALS AND LODGING** – Employees sent away from their headquarters, home stations, outfits or regular sections at the direction of Management to work elsewhere and who are not accompanied by outfit car and if held away from headquarters for more than three (3) hours beyond their regular assigned quitting time, will be furnished meals where held on duty. Employees who are required to stay overnight away from their assigned headquarters will be provided with free lodging. Such lodging will be single occupancy rooms at Carrier approved lodging facilities, except for employees who are assigned by bulletin to outfit cars, on-line service, or where there are insufficient rooms available at a location within a reasonable distance from the employees job site. Where meals and lodging are not provided in accordance with this rule, actual reasonable necessary expense for same will be allowed beginning with the first evening meal.
- (b) During emergencies employees will be furnished with meals in accordance with Rule 32.
- (c) Employees who are sent away from their headquarters, home station, outfits or regular sections two (2) hours or more prior to the beginning of their regular assignment and who are not afforded sufficient time for an opportunity to eat prior to reporting for duty, will be allowed actual reasonable necessary expenses for meals and lodging beginning with the first meal period after leaving their headquarters.

RULE 39 – PER DIEM ALLOWANCES

(a) **Relief Service** - Employees utilized to fill temporary assignments or to fill vacancies temporarily during the bulletining process will be selected in the sequential order set forth in Rule 20(k). Employees filling such temporary assignments or vacancies will be allowed the rate established for the classification involved, and will be granted per diem allowances, as set forth hereinafter.

When employees are sent away (more than ten (10) rail miles) from their assigned headquarters to perform relief service, such relief employees will be allowed a per diem allowance based upon the number of rail miles between their regularly assigned headquarters location and the location of the relief assignment, except in those instances where the rail mileage to the relief assignment location is less than the distance regularly traveled by the relief employee in commuting to the employee’s regularly assigned reporting point, in which event no allowance will be granted. All per diem allowances under this section, where applicable, will be allowed each day actual service is performed.

The per diem allowances set forth below will be applicable in lieu of all other compensatory payments or allowances provided for in this Agreement covering travel time, automobile mileage, meals and lodging:

One-Way Rail			Per Diem Allowance	
Miles From Headquarters			Each Day Service	
Location to			is Performed	
<u>Relief Assignment</u>				
More Than	AND	Less Than		
10.00		12.50	\$	1.85
12.50		17.50		3.70
17.50		22.50		7.40
22.50		27.50		11.10
27.50		32.50		14.80
32.50		37.50		18.50
37.50		--		22.20

When an employee is assigned to perform relief service on a gang receiving one of the per diem allowances specified under this Rule 39, the employee will be granted the per diem allowance established for that gang in lieu of the allowances set forth above.

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There will be no duplication or combination of the per diem allowances provided in this rule.

(b) **Outfit Car Service With Meal Services Provided** - Employees who are assigned to and who are occupying outfit cars with meal services provided will receive no per diem meal allowances but will be privileged to partake of the meals served without expense. Meals served will be wholesome and served under sanitary conditions.

Positions on such gangs will be bulletined, except as otherwise provided in Rule 20 (a). Bulletins will state it is "Outfit Car Service with Meal Services Provided" and that employees will receive no per diem allowance.

(c) **Outfit Car Service Without Meal Services Provided** - Employees who are assigned headquarter outfit cars without meal services provided will be allowed \$21.25 for each calendar day to help defray meal expenses subject to the qualifying provisions of Paragraph (e) of this rule.

Positions on such gangs will be bulletined, except as otherwise provided in Rule 20 (a). Bulletins will state it is "Outfit Car Service Without Meal Services Provided" and that employees are to receive a per diem allowance of \$21.25 for each calendar day.

It is not the intent of either party to place Maintenance of Way employees at locations where there is a lack of eating establishments within a reasonable distance from the outfit car location. Therefore, when such conditions exist, necessary arrangements will be made to transport employees on such gangs to and from locations where food, supplies, etc., are available.

(d) **Unavailability or Unserviceability of Outfit Cars or Meal Service Equipment-** When outfit cars as referenced in paragraphs (b) and (c) above are unavailable or unserviceable, employees assigned thereto must promptly notify the foreman of the gang. The foreman, in turn, must promptly notify the office of the applicable Transportation Service Unit of the circumstances and/or condition of the outfit cars. Individual employees assigned outfits and not working under the direct supervision of a foreman must also notify the office of the applicable Transportation Service Unit when their cars are unavailable or unserviceable. When system gang outfit cars are involved, the employees must notify the foreman who, in turn, must notify the supervisor on the gang. The employees affected will be reimbursed for actual reasonable expenses incurred for lodging at commercial facilities when outfit cars are unavailable or unsuitable for occupancy at the close of shift. The reimbursement for actual reasonable expenses provided herein will not be applicable when adequate lodging, maintained in a clean and sanitary condition, is provided by the Company.

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When meal service equipment, as referenced in paragraph (b) above, is unavailable or unserviceable, and/or when wholesome and sanitary meals are not provided, employees assigned thereto must promptly notify the foreman of the gang. The foreman, in turn, must promptly notify the office of the applicable Transportation Service Unit of the circumstances and/or conditions. When System Gang meal service equipment is involved, the employees must notify the foreman who, in turn, must notify the supervisor on the gang. The employees affected will be allowed a per diem meal allowance of \$21.25 per day to help defray the cost of meals for so long as such conditions exist. The per diem meal allowance, however, will not be payable when wholesome meals served under sanitary conditions are furnished by and at the expense of the Carrier.

(e) **On-line Service*** - Employees assigned with headquarters on-line, as referenced in Rule 29, will be allowed a daily per diem allowance of \$48.00 (\$52.00 effective July 1, 2002 and \$57.00 effective July 1, 2005) to help defray expenses for lodging, meals and travel.

The foregoing per diem allowance will be paid for each day of the calendar week, including rest days, holidays and personal leave days, except it will not be payable for workdays on which the employee is voluntarily absent from service, or for rest days, holidays or personal leave days when the employee is voluntarily absent from service when work is available to him on the workday immediately preceding or the workday immediately following said rest days, holidays or personal leave days. No elimination of days for per diem allowances or vacation credits will occur when a gang is assigned a compressed work week, such as four (4) ten-hour days.

It is not the intent of either party to place Maintenance of Way employees at locations where there is a lack of available meals and lodging within a reasonable distance from the work site. Should a work area selected by the Company present a problem, in which employees are not able to secure the necessary living accommodations, necessary arrangements by the Carrier will be made to resolve the problem.

***See Appendices "X" and "X-1"**

RULE 40 – ALTERNATIVE WORK PERIODS

(a) With the election in writing from the majority of the employees working on a project and with the concurrence of the appropriate Manager, a consecutive compressed half work period may be established where operations permit. The consecutive compressed half will consist of consecutive workdays that may be regularly assigned with eight (8) or more hours per day (i.e. 8, 9, 10, 11, or 12 hour workdays) and accumulated rest days. The consecutive compressed half will commence on the first calendar day of the payroll period unless changed by mutual agreement between the Manager and a majority of the employees. The consecutive compressed half arrangement will equal the number of hours worked as if the assignment was for a normal half with 8-hour workdays. Accumulated rest days for employees assigned to a gang working a consecutive compressed half arrangement will consist of the remaining days in the payroll period.

(b) As an alternative to paragraph (a), again with the election in writing from the majority of the employees working on a project and with the concurrence of the appropriate Manager, a compressed work week period may be established where operations permit. The employees in the gang may commence work earlier than the assigned starting time and/or work beyond the normal quitting time during the work week to equalize hours not worked on the remaining days of the work week. Make-up time accumulated for this purpose to be worked at the applicable pro-rata rate will not exceed four (4) hours per –day on preceding regular workdays. The compressed work week will equal the number of hours worked as if the assignment was for a normal work week of forty (40) hours.

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

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

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

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

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

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- (2) If a holiday falls on a Saturday, there will be no reduction in the amount of service hours ordinarily scheduled in line with the terms of this Agreement.
- (3) With a signed election in writing by a majority of the employees subject to a compressed work period arrangement defined under paragraphs (a) and (b) and with the concurrence of the Manager, accumulated rest days provided herein may be used for workdays to make up time and observe the Thanksgiving and Christmas holidays, but not limited to these holidays, on their normal observed days. Under this same approval process, rest days may be worked in exchange for time off on workdays immediately preceding and/or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate.
- (4) Employees who qualify for holiday allowances under existing rules will be compensated eight (8) hours at the straight time rate for the holiday involved.
- (5) If required to perform service during the hours at the end of the compressed work period observed as the holiday, employees will be compensated at the overtime rate.

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

<u>Work Hours</u>	<u>Credit</u>
8	1
9	1.125
10	1.25
11	1.375
12	1.5

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

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

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(j) For those employees exercising seniority displacement rights into or away from positions which are working a compressed work period, the normal ten (10) calendar day time limit for exercising seniority will be increased to fifteen (15) calendar days unless further extension of time is agreed to by the designated Carrier Officer and the General Chairman.

(k) If a gang is working a compressed work period and all or some of the positions in such gang are to be abolished, the Carrier will have satisfied the advance notice requirement of Rule 21 by giving a four (4) working days' notice of abolishment of such positions.

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

(m) Employees working a compressed work period under paragraph (b) will have their workdays and rest days set forth in writing a minimum of two (2) workdays in advance of beginning a work week when the existing work week arrangement is being changed and said written notice will be posted at convenient locations accessible to the employees affected.

(n) A compressed work period established pursuant to this rule may be terminated by serving a thirty-six (36) hours' advance notice. Such change will not take effect until the first scheduled workday of a work period.

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

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

RULE 41 – ATTENDING COURT

Employees taken away from their regular assigned duties at the request of management to attend court or to appear as witnesses for the company will be allowed eight (8) hours at pro rata rate for each work day and eight (8) hours at time and one-half rate for rest days and holidays or actual amount they would have earned had they remained on their regular assigned positions, whichever is the greater. Transportation will be furnished and actual expenses allowed while away from headquarters. Any fee or mileage accruing will be assigned to the company.

RULE 42 – JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he will be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(a) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

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

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

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

(e) Except as provided in Paragraph (f), an employee will not be required to work on their assignment on days on which jury duty:

(1) ends within four (4) hours of the start of assignment; or

(2) is scheduled to begin during the hours of their assignment or within four (4) hours of the beginning or ending of their assignment.

(f) On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 43 – HOLIDAYS*

(a) **HOLIDAY SERVICE.** Employees required to perform work on the following legal holidays, viz., New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day (provided that when any of these holidays fall on Sunday, the day observed by the State, Nation or by proclamation will be considered the holiday) will be compensated at the rate of time and one-half, as provided in Rule 35.

(b) **HOLIDAY ALLOWANCE.** Subject to the qualifying requirements of the holiday provisions of the National Mediation Agreement of August 21, 1954, and subsequent amendments thereto, each hourly and daily rated employee whose eligibility has been established in accordance with the provisions thereof will receive eight (8) hours pay at the pro rata hourly rate of the applicable position to which assigned for each of the following enumerated holidays:

- | | |
|-----------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Washington's Birthday | Day After Thanksgiving |
| Good Friday | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve Day |
| Labor Day | |

For reference purposes only, a synthesis of the National Agreements applicable to holidays is contained in Appendix C; however, it is intended as a guide and is not to be construed as constituting a separate agreement between the parties.

***See Appendix C**

RULE 44 – VACATIONS*

(a) **VACATION ELIGIBILITY** - Employees will be granted vacations with pay or payment in lieu thereof whose eligibility has been established in accordance with the provisions of the National Vacation Agreement of December 17, 1941, and amendments thereto provided in subsequent National Agreements. For reference purposes a synthesis is contained in Appendix B; however, it is intended as a guide and is not to be construed as constituting a separate agreement between the parties.

(b) **VACATION SCHEDULES** - Vacation schedules will be prepared for each class of employees in each seniority district. Copies of approved schedules will be posted to be available to the employees affected and a copy will likewise be furnished to the General Chairman and Local Chairman in the district involved.

(c) **INCREMENTAL SCHEDULING** - Employees will be permitted to take one week of their vacation allowance per year in less than 40 hour increments, provided that such vacation days will be scheduled in accordance with existing rules on the carrier applicable to the scheduling of personal leave days.

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

See Appendix “B”.

RULE 45 – BEREAVEMENT LEAVE

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, 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. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

AGREED UPON 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 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?

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A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 46 – REPRESENTATION

(a) Subject to the provisions of the Railway Labor Act, the right of the Brotherhood of Maintenance of Way Employees to represent employees coming within the scope of this Agreement is recognized, and the interpretation of this Agreement as agreed upon by the Company and the Brotherhood of Maintenance of Way Employees will govern.

(b) Where the term “duly accredited representative” appears in this Agreement, it will be understood to mean the regularly constituted committee and the officers of the Brotherhood of Maintenance of Way Employees of which such committee or officers are a part.

RULE 47 - SECTION 10901 TRANSACTIONS

(a) The Carrier will provide at least a 60-day notice of intent to sell or lease a line of railroad to a purchaser under 49 U.S.C. 10901. During the 60-day period, the parties will meet upon the request of the organization to discuss the planned transfer. The transaction agreement between the carrier and the purchaser will obligate the purchaser to give the priority hiring consideration to employees of the selling carrier who work on the line. Further, the agreement between the carrier and the purchaser should obligate the purchaser to assume a neutral stance in any union organizing effort undertaken by the organization. Should any recommendations in this paragraph be deemed contrary to the Railway Labor Act, the remaining recommendations will continue in full force and effect.

(b) The Selling Carrier will provide affected employees priority employment rights for other positions both on the seller within craft and in other crafts where qualified. For access to positions within craft, the parties will, at the request of the organization, develop a system seniority roster for use in such transactions. In addition, employees securing positions on the Selling Carrier which require a change in residence will be eligible for up to \$5000 in relocation allowance.

(c) Employees who secure a position with the buyer will be provided with an opportunity to return to the Selling Carrier during the first 12-month period. Employees displaced by the sale will have recall rights on the Selling Carrier's property, as a minimum, for a period equal to their company seniority.

RULE 48 – DISCIPLINE AND GRIEVANCES*

(a) Except as provided in Paragraphs (k), (l) and (m) of this provision, an employee who has been in service more than sixty (60) calendar days whose application has not been disapproved, will not be dismissed or otherwise disciplined until after being accorded a fair and impartial hearing. Formal hearing, under this rule, will be held within thirty (30) calendar days from date of the occurrence to be investigated or from the date the Company has knowledge of the occurrence to be investigated, except as provided hereinafter.

When employees are offered discipline pursuant to Paragraph (i), such employees will either accept or reject the offer within fifteen (15) calendar days from the date of receipt of the letter of charges. Discipline will be considered accepted if formal rejection is not received within fifteen (15) calendar days from the date of receipt of Carrier's letter. When discipline is rejected, Carrier will have no more than fifteen (15) calendar days from date of receipt of rejection in which to schedule and conduct the hearing, and hearings held outside the thirty (30) calendar day period referred to above will not be a violation of this rule.

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

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

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

(e) A decision, based on evidence adduced at the investigation, will be rendered in writing within twenty (20) calendar days following date the hearing is concluded. The date a decision is rendered is the date the decision is transmitted or dispatched as evidenced by postmark when the U. S. Mail service is utilized. If the decision rendered is considered unsatisfactory, claim may be filed by the employee or a duly accredited representative of the Brotherhood of Maintenance of Way Employees with the officer of the Carrier authorized to receive same within sixty (60) calendar days from the date the decision is rendered and thereafter may be progressed under the provisions of Rule 49 of this Agreement. The date claim is filed is the date the claim is received by the Carrier's designated initial officer.

(f) A copy of the transcript of the hearing will be promptly furnished the employee charged, his representative (s) and the General Chairman.

* See Appendices "H", "I" and "V"

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(g) All notices of appeal must be given to officer appealed from as well as officer appealed to. If a claim is filed with the Carrier's designated initial officer, copy of the claim will be furnished the hearing officer if such officer is different than the designated initial officer.

(h) If the charge(s) against the employee is not sustained, the record of the employee will be cleared and if suspended or dismissed, the employee will be returned to former position and compensated for net wage loss, if any, which may have been incurred by the employee.

If the disciplinary action is sustained and the employee is subsequently reinstated to service on a leniency basis, such employee will return to the position last held, unless otherwise agreed, provided it has not been acquired by a senior employee, in which event the reinstated employee will exercise seniority pursuant to the provisions of Rule 21 of this Agreement.

(i) Except as otherwise provided herein, when the occurrence with which the employee is charged with responsibility does not, in the judgment of the appropriate Company manager, warrant the assessment of demerits in excess of ninety (90), the employee may waive, in writing, the right to a hearing and accept a specified number of demerits, not to exceed ninety (90), which will then be levied against the individual's discipline record. It is understood, however, that an employee cannot waive the right to a formal hearing if the assessment would result in an accumulation of more than ninety (90) demerits which would subject the employee to dismissal. Demerits will be assessed in blocks of fifteen (15), and fifteen demerit marks will be cleared by six consecutive months of service during which no demerit assessment is received.

In other circumstances, an employee may waive, in writing, the right to a hearing and accept a suspension from service for an agreed to number of days provided, however, such employee will be afforded a reasonable opportunity to consult with his duly accredited representative before signing said waiver.

Suspensions will be assessed, served, deferred or cleared in the following manner:

- (1) No suspension will be for a period of more than one hundred eighty (180) calendar days.
- (2) A suspension of thirty (30) calendar days or less may be deferred and not served unless the employee is again assessed a suspension for another offense before the deferred suspension has been cleared.
- (3) A deferred suspension will be cleared if another suspension is not assessed within six months. Clearing period will be computed from the date upon

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which one offense occurred to the date upon which the next offense occurs, and each deferred suspension must be cleared as a whole.

- (4) An employee having an uncleared deferred suspension on his record who is assessed a second suspension will thereupon serve the first suspension as well as the second suspension, unless the second suspension is deferred, in which case the second suspension will begin to clear on the date following the employee's return to work.
 - (5) Suspensions of more than thirty (30) calendar days will be served and, in addition, if a prior deferred suspension of thirty (30) days or less has not been cleared, it will also be served.
 - (6) Withholding of employees from the service pending a hearing will not be considered as a suspension under this provision; however, if an employee elects to waive the right to a hearing and accepts a suspension after having been withheld from service pending hearing, such suspension, if and when served, will be reduced by the number of days held out of service prior to the date of the hearing, but not including the day or days of the hearing.
 - (7) Employees suspended from service for an agreed to number of days will return to the position last held unless acquired by a senior employee as the result of the exercise of seniority, in which event the suspended employee will exercise seniority pursuant to the provision of Rule 21 of this Agreement.
 - (8) Employees assigned to compressed work periods will not be required to serve any more time off than if they were working an eight (8) hour day.
 - (9) The positions of employees "suspended" from service for periods of time up to one hundred eighty (180) days will, if bulletined, be considered as temporary assignment.
- (j) When either waiver method under Paragraph (I) is utilized, it will not be necessary to further advise the employee that discipline has been assessed. Signed waiver will be placed on discipline record of the employee concerned, and a copy thereof will be furnished the charged employee, the General Chairman and the Vice Chairman or Assistant Chairman for the territory involved.

In the event an employee rejects the proposed discipline and a hearing is held, the Carrier will not be bound by or limited to the proposed discipline; i.e., the measure of any discipline which may be assessed as a result of the hearing will be based on the facts developed in the hearing and may be different (more or less) than the discipline originally proposed.

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(k) Employees absenting themselves from their assignments for five (5) consecutive working days without proper authority will be considered as voluntarily forfeiting their seniority rights and employment relationship, unless justifiable reason is shown as to why proper authority was not obtained.

The General Chairman will be furnished a copy of letter written to an employee pursuant to this Section. The format utilized will be standardized.

Employees who voluntarily forfeit their seniority rights and employment relationship pursuant to this section and who desire to furnish a reason why proper authority was not obtained, may request a conference with the Carrier Officer involved. If such conference is requested, the employee will have the prerogative of furnishing a written reason for the unauthorized absence, or Carrier may record the reason offered for the unauthorized absence for five consecutive working days. The Carrier will make every effort to render a decision at the conclusion of such conference.

(l) Employees need not be granted a hearing prior to dismissal in instances where they refuse to work, voluntarily leave the work site without proper authority or involuntarily leave their job as a result of apprehension by civil authorities, willfully engage in violence or deliberately destroy Company property. Such employees may, however, make request for a hearing relative to their dismissal, and request therefore must be made within fourteen (14) calendar days from date of removal from service.

(m) The Carrier will be under no obligation to give an employee a formal hearing where the employee's relationship is terminated under other provisions of this Agreement.

(n) An employee in service who feels he has been unjustly treated may request a conference through the General Chairman or other officer of the Organization. If the matter cannot be resolved in the interim, the representative may make written request for a conference to the appropriate Company manager involved and such request will contain the precise nature or cause of the complaint. Such request for conference must, however, be made within twenty (20) calendar days of the cause of complaint. If the asserted unjust treatment is left unresolved, it may be handled as a claim or grievance under the provisions of Rule 49.

(o) It is understood that nothing contained in this rule will prevent the supervisory officer from suspending an employee from service pending hearing where serious and/or flagrant violations of Company rules or instructions are apparent, provided, however, that such hearing will be conducted within thirty (30) calendar days from the date the employee is suspended and a decision rendered within twenty (20) calendar days following the date the investigation is concluded.

RULE 49 – TIME LIMIT ON CLAIMS

- (a) All claims or grievances will be handled as follows:
- (1) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. The date a claim is presented is the date the claim is sent, as evidenced by postmark, when the U. S. Mail service is utilized. Should any such claim or grievance be disallowed, the Carrier will within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance will be allowed as presented but this will not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances. The date a party is notified is the date written notification is received by the party. The date claim is filed is the date the claim is received by the Carrier's designated officer.
 - (2) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier will be notified in writing within that time of the rejection of his decision. The date a party is notified is the date written notification is received by the party. Failing to comply with this provision, the matter will be considered closed, but this will not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. The date an appeal is taken is the date the appeal is transmitted or dispatched, as evidenced by postmark, when the U. S. Mail service is utilized. It is understood, however, that the parties may by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.
 - (3) The requirements outlined in Paragraphs 1 and 2, pertaining to appeal by the employee and decision by the Carrier, will govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer will be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional Board of Adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of

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the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period herein referred to.

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

(c) This rule recognizes the right of representatives of the organization to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

(e) This rule will not apply to requests for leniency.

(f) Any of the time limit periods, as set forth above, which normally expire on a non-business day, would be extended through the next regular business day. It is, likewise, understood that the time limit periods above may be extended through mutual agreement, provided that the request for time limit extension is received by the petitioned party prior to the expiration of the time limit period.

RULE 50 – PHYSICAL DISQUALIFICATION

(a) **DISQUALIFICATION** - When an employee is withheld from duty because of his physical or mental condition, the employee or his duly accredited representatives may, upon presentation of a dissenting opinion as to the employee's physical or mental condition by a competent physician, make written request upon his employing officer for a Medical Board.

(b) **MEDICAL PANEL** - The Company and the employee will each select a physician to represent them, each notifying the other of the name and address of the physician selected. These two physicians will appoint a third neutral physician, who will be a specialist on the disability from which the employee is alleged to be suffering.

(c) **MEDICAL FINDINGS** - The Medical Board thus constituted will make an examination of the employee. After completion they will make a full report in duplicate, one copy to the Company and one copy to the employee. The decision of the Medical Board on the condition of the employee will be final.

(d) **EXPENSE OF PANEL** - The Company and the employee will each defray the expenses of their appointee, and will each pay one-half of the fee and expenses of the third neutral physician.

(e) **COMPENSATION** - If there is any question as to whether there was any justification for restricting the employee's service or removing him from service at the time of his disqualification by the Company doctors, the original medical findings which disclose his condition at the time disqualified will be furnished to the neutral doctor for his consideration and he will specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral doctor will be accepted by both parties in settlement of this particular feature. If it is concluded that the disqualification was improper, the employee will be compensated for actual loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification, but not retroactive beyond the date of the request made under Section (a) of this rule.

(f) **RECONSIDERATION** - The foregoing should not be construed as affecting or nullifying the Company's right and obligation to establish and maintain reasonable physical and mental standards which each employee must meet to remain in service; nor will the foregoing affect the employee's right to request further consideration of any improved physical or mental health condition. Such further consideration will not be made more often than at six (6) month intervals.

In the event an employee has previously been examined by a medical panel in accordance with subsection (b) of this rule, it will be necessary that he present reasonable

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evidence of his physical or mental condition having improved since said examination before being given further consideration under the provisions of this rule.

(g) Any individual who has officially been medically disqualified by the Medical Director from performing service in one or more classifications will, in terms of the application of seniority work rules, be considered as having had his position abolished. Such medically disqualified employee will retain all seniority rights and obligations as any other employee except to the extent the individual is barred from exercising such rights and fulfilling such obligations under restrictions imposed by the Medical Director. It is understood and agreed that the name and seniority date of a medically disqualified employee will continue to appear on the seniority roster where seniority is held with the notation "medically disqualified" for the period of time that the individual employee remains physically disqualified.

RULE 51 – OUTFIT CARS

(a) When outfit cars are assigned to employees as headquarters as provided by this agreement, they will be maintained in good mechanical repair and in a clean, healthful and sanitary condition. They will be provided with hard surface floors, wired for electricity, screened, equipped with oil or gas heating stoves, air circulating devices when required and adequate closets and lockers. Furnishings will include steel bunks, mattresses and chairs in proportion to the number of employees to be accommodated. An adequate supply of water suitable for drinking and other domestic purposes will be made available, stored in sanitary receptacles. They will be equipped with adequate washing, shower and toilet facilities or the cars will be located where such facilities are available within reasonable proximity. Hot and cold water will be provided for shower and cooking areas of the outfits and an adequate supply of fuel furnished.

(b) If cooking facilities are provided, cars will be equipped with refrigerators, oil or gas cooking stoves, cabinets, tables and chairs, in proportion to the number of employees to be accommodated.

(c) Whenever practical, outfit cars will be parked at locations where ample electrical current is available unless equipped with generating plants. It will be the duty of the foreman or the employee to whom outfit cars are assigned to see that they are kept clean, maintained in a sanitary condition and to notify the proper officer of any required repairs.

RULE 52 – CONTRACTING

(a) By agreement between the Company and the General Chairman, work customarily performed by employees covered under this Agreement may be let to contractors and be performed by contractors' forces. However, such work may only be contracted provided that special skills not possessed by the Company's employees, special equipment not owned by the Company, or special material available only when applied or installed through supplier, are required; or when work is such that the Company is not adequately equipped to handle the work, or when emergency time requirements exist which present undertakings not contemplated by the Agreement and beyond the capacity of Company's forces. In the event the Company plans to contract out work because of one of the criteria described herein, it will notify the General Chairman of the Organization in writing as far in advance of the date of the contracting transaction as is practicable and in any event not less than fifteen (15) days prior thereto, except in "emergency time requirements" cases. If the General Chairman, or his representative, requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Company will promptly meet with him for that purpose. Said Company and organization representatives will make a good faith attempt to reach an understanding concerning said contracting but if no understanding is reached the Company may nevertheless proceed with said contracting, and the Organization may file and progress claims in connection therewith.

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

(c) Nothing contained in this rule requires that notices be given, conferences be held or agreement reached with the General Chairman regarding the use of contractors or use of other than Maintenance of Way employees in the performance of work in emergencies such as wrecks, washouts, fires, earthquakes, landslides and similar disasters.

(d) Nothing contained in this rule will impair the Company's right to assign work not customarily performed by employees covered by this Agreement to outside contractors.

(e) The amount of subcontracting on a Carrier measured by the ratio of adjusted engineering department purchased services (such services reduced by costs not related to contracting) to the total engineering department budget for the five-year period 1992-1996, will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this Agreement who is furloughed as a direct result of such increased subcontracting will be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection.

RULE 53 – PROTECTIVE CLOTHING

(a) **ITEMS FURNISHED** - Employees will be furnished with goggles, rubber boots, aprons, hard hats, masks, respirators and other protective clothing items when deemed necessary. When such items are furnished, employees will be required to use them in accordance with the Company's instructions.

(b) **CARE AND RETURN** - Employees must exercise reasonable care in the use of such items and upon leaving the service or when requested, must return such items entrusted to them. If such items are not returned, the employee will reimburse the Company the value thereof by a deduction from any wages due.

RULE 54 – TOOLS

The Railroad Company will furnish the employees such general tools as are necessary to perform their work, except such tools as are customarily furnished by skilled workmen. Employees who furnish their own tools will not be required to sharpen such tools on their own time. They must, however, be guided by the instructions of the foreman in taking time to do this work.

RULE 55 – COUNCIL MEETINGS

The Superintendent or his representative and other available officers or supervisors will meet annually, or as otherwise designated, with foremen employed in the subdepartments covered by this Agreement for the purpose of discussing matters of mutual interest. The General Chairman and other system officers of the Brotherhood will be privileged to attend.

Meetings will be held on mutually agreeable dates, and the maximum number of foremen will be permitted to attend, consistent with service requirements.

Foremen attending such meetings will do so at the rate of position last worked, and they will be allowed reimbursement of expenses, including meals and lodging, unless otherwise provided by the Carrier. Travel time will be allowed at the pro rata rate.

RULE 56 – PERSONAL LEAVE DAYS

- (a) A maximum of two days of personal leave will be provided on the following basis:
- (1) Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 will be entitled to one day of personal leave in subsequent calendar years;
 - (2) Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 will be entitled to two days of personal leave in subsequent calendar years.
- (b) Personal leave days provided in (a) may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (c) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (d) The personal leave days provided in (a) will be forfeited if not taken during each calendar year. The carrier will have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by this agreement.
- (e) The work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.
- (f) The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Article X – Personal Leave of the December 11, 1981 National Agreement:

Example No. 1

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

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

Example No. 2

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

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

Example No. 3

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

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

RULE 57 – UNION SHOP/DUES CHECK-OFF

(a) The provisions of the Union Shop Agreement dated March 7, 1953, will be considered a part of this Agreement.*

(b) Subject to the terms and conditions as provided in Appendix G** in accordance with the provisions of Section 10 of the Union Shop Agreement, the Company will provide a plan for payroll deduction from the wages of employees for initiation fees, assessment, and union dues on a monthly basis.

***See Appendices “F”, F-1”, “G”, “G-1”, and “J”**

RULE 58 – 401(K) RETIREMENT THRIFT PLAN

Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401 (k) Retirement Plan subject to the following conditions:

- (a) The Plan will be the existing Union Pacific Employee 401 (k) Retirement Thrift Plan.
- (b) Employee participation in the Plan is voluntary.
- (c) Employees may contribute to the Plan by use of payroll deduction.
- (d) The Plan is non-contributory on the Carrier's part but the Carrier will pay the administrative costs of the Plan.
- (e) An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.
- (f) This agreement may be changed only by the mutual consent of the parties.

RULE 59 – COPIES OF AGREEMENT

The schedule of working conditions will be printed by the Company and an adequate supply will be furnished to the accredited representatives of the Organization.

RULE 60 – EFFECTIVE DATE

This Agreement which became effective July 1, 2001, will continue in effect until it is changed as provided herein or under the provisions of the Railway Labor Act.

This Agreement supersedes all previous and existing agreements, understandings and interpretations which are in conflict with this Agreement covering employees of the Union Pacific Railroad Company of the craft or class now represented by the Organization party to this Agreement except those which have been specifically preserved which will continue in effect.

Should either of the parties to this Agreement desire to revise or modify these rules, thirty (30) days written advance notice containing the proposed changes will be given and conference will be held immediately on the expiration of said notice unless another date is mutually agreed upon.

FOR THE EMPLOYEES:

FOR THE UNION PACIFIC RAILROAD:

General Chairman
Brotherhood of Maintenance
of Way Employees

General Director Labor Relations

Director Labor Relations

APPROVED:

Vice President
Brotherhood of Maintenance
of Way Employees

**ARBITRATION PROCEDURES FOR STARTING TIMES AND COMBINING OR
REALIGNING SENIORITY DISTRICTS**

Section 1 – Selection of Neutral Arbitrator

Should the parties fail to agree on selection of a neutral arbitrator within five (5) calendar days from the submission to arbitration, either party may request the National Mediation Board to supply a list of at least five (5) potential arbitrators, from which the parties shall choose the arbitrator by alternately striking names from the list. Neither party shall Oppose or make any objection to the NMB concerning a request for such a panel.

Section 2 – Fees and Expenses

The fees and expenses of the neutral arbitrator should be borne equally by the parties, and all other expenses shall be paid for by the party incurring them.

Section 3 – Hearings

The arbitrator shall conduct a hearing within thirty (30) calendar days from the date on which the dispute is assigned to him or her. Each party shall deliver all statements of fact, supporting evidence and other relevant information in writing to the arbitrator and to the other party, no later than five (5) working days prior to the date of the hearing. The arbitrator shall not accept oral testimony at the hearing, and no transcript of the hearing shall be made. Each party, however, may present oral arguments at the hearing through its counsel or other designated representative.

Section 4 – Written Decision

The arbitrator shall render a written decision, which shall be final and binding, within thirty (30) calendar days from the date of the hearing.

NATIONAL VACATION AGREEMENT SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in subsequent National Agreements.

This is intended as a guide and is not to 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 vacation agreement shall govern.

Section 1.

(a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

APPENDIX "B"

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.

(i) 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.

(j) 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 compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year or which he was in the Armed Forces, he will be granted, in the

APPENDIX "B"

calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(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 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 so qualifies for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

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

Section 2.

(Not reproduced here as it has no application to employees represented by the Brotherhood of Maintenance of Way Employees).

Section 3.

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 under and in accordance with the terms of such existing rule, understanding or custom.

An employee's vacation period shall not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve Day), or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Section 4.

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

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

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

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

Section 5.

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

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

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

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

Section 6.

The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker

APPENDIX "B"

does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

Section 7.

Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

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

Section 8.

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, or 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 Article 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.

APPENDIX "B"

Vacations shall not be accumulated or carried over from one vacation year to another.

Section 10.

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

Section 11.

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

Section 12.

(a) Except as otherwise provided in this Agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker will be compensated in accordance with regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this Agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the date of original entry into service unless otherwise provided in existing agreements.

Section 13.

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this Agreement, provide that such changes or understandings shall not be inconsistent with this Agreement.

Section 14.

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

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

Section 15.

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

APPENDIX "B"

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Agreement, the said agreement and the interpretations thereof as made by the parties, and by Referee Morse, in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

NATIONAL HOLIDAY AGREEMENT SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in subsequent National Agreements.

This is intended as a guide and is not to 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.

Section 1.

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

- | | |
|-----------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Washington's Birthday | Day after Thanksgiving |
| Good Friday | Christmas Eve Day |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve Day |
| Labor Day | |

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service pending the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.

APPENDIX "C"

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

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

Section 2.

(a) Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d) of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

APPENDIX "C"

The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday increased, effective January 1, 1965, to 174-2/3; as a result of the addition of Veterans' Day as a holiday, effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve as a holiday, effective January 1, 1976, increased to 176.

Section 3.

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days 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.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

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

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

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

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

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying

APPENDIX "C"

requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

Section 4.

Provisions in existing agreements with respect to holidays in excess of the eleven (11) holidays referred to in Section 1 hereof shall continue to be applied without change.

Section 5.

(a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, to Veterans Day and to Christmas Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations, or practices which provided that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest, and/or a vacation day.

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

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

Section 6.

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates

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of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

Section 7.

When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein, provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

**MEDIATION AGREEMENT A-89853
DATED FEBRUARY 10, 1971 AS AMENDED**

ARTICLE V:

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 any accident which occurs while an employee is under pay.

(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 sub-paragraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under any 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 of an accident covered in paragraph A:

Loss of Life	\$300,000
Loss of Both Hands	300,000
Loss of Both Feet	300,000
Loss of Sight of Both Eyes	300,000
Loss of One Hand and One Foot	300,000
Loss of One Hand and Sight of One Eye	300,000
Loss of One Foot and Sight of One Eye	300,000
Loss of One Hand or One Foot or Sight of One Eye	150,000

APPENDIX "D"

"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.

Not more than \$300,000 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 any 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) 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 \$1,000.00 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 \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C.

APPENDIX "D"

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 threat, 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 the 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 V 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 of 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 May 1, 1971.

APPENDIX "D"

It is understood that no benefits or payments will be due on 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 V of the Agreement of February 10, 1971,
(employee or personal representative)
agrees to be governed by all of the conditions and provisions said and set forth by Article V."

Savings Clause

This Article V supercedes as of May 1, 1971, 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 April 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article V in lieu of this Article V.

MEDIATION AGREEMENT OF OCTOBER 7, 1959

This Agreement made this 7th day of October, 1959, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and made a part hereof, and represented by the Eastern, Western, and Southeastern Carriers' conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Maintenance of Way Employees.

WITNESSETH:

IT IS AGREED;

ARTICLE I – PRIOR CONSULTATION

In the event a carrier decides to effect a material change in work methods involving employees covered by the rules of the collective agreement of the organization party hereto, said carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable in event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

As soon as is convenient after the effective date of this Agreement, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment. This Article does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

ARTICLE II – RATES OF PAY

(a) The rates of pay of employees subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules, and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or reproduced as a document under separate cover.

APPENDIX "E"

This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employees referred to herein. When rates of Pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working conditions agreement is generally revised or reprinted, the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in paragraph (a) hereof.

ARTICLE III - RATES OF PAY OF NEW POSITIONS AND ADJUSTMENT OF RATES OF SUPERVISORY EMPLOYEES COVERED BY THE RULES OF THE COLLECTIVE AGREEMENT BETWEEN THE PARTIES HERETO WHERE DUTIES AND RESPONSIBILITIES HAVE ALLEGEDLY BEEN EXPANDED

(a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics, and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with paragraph (c) of this Article.

(b) If as the result of change in work methods subsequent to the effective date of this Agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employees covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with paragraph (c) of this Article.

(c) The submissions to arbitration provided for in paragraphs (a) and (b) of this Article shall be under and in accordance with the provisions of the Railway Labor Act, shall be between the individual carrier and the system committee of the organization representing

APPENDIX “E”

employees of such carrier, and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

- (1) shall state that the Board of Arbitration is to consist of three members;
- (2) shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;
- (3) shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which said Board shall commence its hearings;
- (4) shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

ARTICLE IV – FORCE REDUCTIONS

Not less than ninety-six (96) hours' notice will be given to regularly assigned employees, not including casual employees or employees who are substituting for regularly assigned employees, who are subject to the rules of the existing collective agreement whose positions are to be abolished before such reductions in force are made, except as provided in Article VI of the Agreement of August 21, 1954.

(Revised per Rule 21)

ARTICLE V – PRESERVATION OF RULES

This Agreement shall not be construed to make any change in any existing rule on any individual railroad or any portion of such a rule that contains provisions identical with or more favorable to the employees than the provisions of this Agreement. The election thus made available to the General Chairman must be exercised in writing within thirty (30) days after the effective date of this Agreement.

ARTICLE VI – APPROVAL

APPENDIX "E"

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

ARTICLE VII – EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective on December 1, 1959, and is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B, and C on or about May 22, 1957, and 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 remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 7th DAY OF OCTOBER, 1959.

Signatures applying to the Mediation Agreement are not here reproduced.

UNION SHOP AGREEMENT

This Agreement made this 7th day of March 1953, by and between the Union Pacific Railroad Company, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen cooperating Railway Labor Organizations, witnesseth;

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this 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 organization party to this Agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such organization; 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.

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

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of 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 employees return to any service covered by the said Rules and Working conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued

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employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to service in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of employment, be considered as new employees for the purposes of applying this Agreement.

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

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

Section 4.

Nothing in this Agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessment (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

For purposes of this Agreement, dues, fees, and assessments shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

(a) Each employee covered by the provisions of this Agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the organization therefor claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee 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 or Certified 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 employee in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization 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 employee 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 Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis on the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision

APPENDIX “F”

except as herein-after provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the Rules and Working Conditions Agreement 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 organization 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 organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection 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 organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute 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 organization or his designated representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization, and the employee involved 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 employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary, and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the

APPENDIX "F"

employee's position is not sustained, such fees, salary, and expenses shall be borne in equal shares by the carrier, the organization, and the employee.

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

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

(f) The General Chairman of the organization 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 organization in writing of the title (s) and address(es) of its representatives who are authorized to receive and serve the notices described in this Agreement.

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

Section 6.

Other provisions of this Agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this Agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

APPENDIX “F”

If the final determination under Section 5 of this Agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this Agreement or upon an alleged violation, misapplication or noncompliance with any provision of this Agreement. If the final determination under Section 5 of this Agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or noncompliance with any part of this Agreement.

Section 8.

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization 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 such carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this Agreement.

Section 9.

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

Section 10.

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

APPENDIX "F"

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

(b) The provisions of subsection (2) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amount withheld, and any other matters pertinent thereto.

Section 11.

This agreement shall become effective on the 31st day of March 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Union Pacific Railroad Company and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Omaha, Nebraska, this 7th day of March, 1953.

SIGNATURES NOT REPRODUCED

MEMORANDUM OF AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date in Omaha, Nebraska, that any employee in service on the date of this Agreement who is not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide and recognized religious group, on the date of this Agreement, having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues, and assessments to the organization representing his craft or class.

Signed at Omaha, Nebraska, this 7th day of March, 1953.

SIGNATURES NOT REPRODUCED

DUES CHECK-OFF AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

In accordance with the provisions of ARTICLE X – UNION DUES DEDUCTION of the National Agreement signed at Washington, D.C., on October 30, 1978, the following Agreement by and between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier," and the employees thereof represented by the Brotherhood of Maintenance of Way Employees, hereafter referred to as the "Organization," shall be made effective January 1, 1980, and shall supersede the "Dues Check-Off Agreement" between the Carrier and the organization effective January 1, 1973.

IT IS AGREED;

Section 1.

Subject to terms and conditions hereinafter set forth the Company will deduct from the wages of employees initiation fees and assessments (excluding fines and penalties) whenever applicable and monthly union dues commencing with the month of January, 1980, all of which may be uniformly required as a condition of the employees acquiring or retaining membership in the Brotherhood, and upon their written and unrevoked individual authorizations.

The officer of the Brotherhood designated by the General Chairman will notify the Company in writing or the designated representative of the Company of any special assessments or changes in amounts of fees or dues, such notice to be in the hands of the designated Company representative not less than thirty (30) days prior to the beginning of the payroll period in which such deduction is to be effective.

Section 2.

Each individual employee subject to the agreement with the Brotherhood who desires such payroll deduction will fill out and sign two (2) copies of the "Wage Deduction Authorization" which will be furnished by the Brotherhood, and shall mail the original to the Company's designated representative and the duplicate copy to the General Chairman of the Brotherhood.

Section 3.

(a) Individual authorization to be effective for a particular month must be in the possession of the Company's designated representative not later than the beginning of the

APPENDIX "G"

payroll period from which such deduction is to be made, which will be for dues of the member for the second month following the month in which the deduction is made.

(b) The designated officer of the Brotherhood shall furnish to the Company an initial statement in duplicate, certified by him, showing payroll number (to be secured from employing officer), employees' names in alphabetical order, social security account number between the 10th and 15th day of the month in which the deductions become effective. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement showing additions and deletions to be furnished in the same manner as the initial statement required hereby.

Section 4.

Said deductions made in accordance with the provisions hereof shall be remitted to the General Chairman promptly, accompanied by a list showing the names of employees for whom deductions were made, the amount of the deductions and the total amount of money deducted. Said deductions will be made only from wages earned in the second payroll period of each calendar month. If earnings of the employees are insufficient in the second payroll period to permit the full amount of the Brotherhood's deduction, no deduction will be made for that month. In the event of any excess or shortage in said deductions for an individual employee, they will be adjusted by the Brotherhood and the individual employee. No deductions will be made from other than the regular second period payrolls of each calendar month.

Section 5.

The following payroll deductions shall have priority over deductions for union dues as covered by this Agreement:

- (a) Federal, state and municipal taxes and/or other deductions required by law or court orders.
- (b) Insurance premiums and medical association dues.
- (c) Amounts due Company.

Section 6.

Responsibility of the Company under this Agreement shall be limited to the amount actually deducted from wages of employees pursuant to this Agreement and the Company shall not be responsible financially or otherwise for failure to make deduction or for the improper or inaccurate deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood.

Section 7.

Except for remitting to the Organization monies properly deductible from the wages of employee-members, as provided for herein, the organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of its employees for or on behalf of the Organization; provided, however, that this provision shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action.

Section 8.

In the event of a change in representation of employees now represented by the Brotherhood, this Agreement shall be automatically terminated as to the employees involved as of the date official notification is received from the National Mediation Board of such change in representation.

Section 9.

This Agreement shall not be effective with respect to any individual employee until the Company has been furnished with a proper written assignment to the Brotherhood of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing at any time, or upon the termination of the Union Shop Agreement, or of this Agreement.

Section 10.

If and when the Union Shop Agreement shall become unlawful or invalid, this Memorandum Agreement shall be considered automatically cancelled.

Signed at Omaha, Nebraska, this 19th day of July, 1979.
SIGNATURES NOT REPRODUCED.

WAGE ASSIGNMENT AUTHORIZATION

(Organization)

TO THE UNION PACIFIC RAILROAD COMPANY:

I hereby assign to the _____ that part of my wages necessary to pay _____ (Organization) my monthly union dues (not including fines and penalties) as reported to the Union Pacific Railroad Company by the _____ of _____ (Designated Officer) (Organization)

in monthly statements certified by him as provided in the Dues Deduction Agreement entered into between the Union Pacific Railroad Company and its employees represented by the (ORGANIZATION) effective January 1, 1980, and I hereby authorize the Union Pacific Railroad Company to deduct from my wages all such sums and remit them to the (GENERAL CHAIRMAN) of the (ORGANIZATION) in accordance with the said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between Union Pacific Railroad Company and the (ORGANIZATION) whichever occurs sooner.

Employee No. _____	(Please Print) NAME _____
Social Security No. _____	_____ (Last) (First)(Middle Initial)
Payroll No. _____	_____ (Street Address)
Occupation _____	_____ (City) (State) (Zip Code)
Gang No. _____	_____ Lodge No. _____ Location _____
	_____ (Date)
	_____ (Signature)

APPENDIX "G"
ATTACHMENT "B"

WAGE ASSIGNMENT AUTHORIZATION

(Organization)

TO THE UNION PACIFIC RAILROAD COMPANY:

Effective _____, 20____, I hereby revoke the wage assignment authorization now in effect assigning to the _____
(Organization)

that part of my wages necessary to pay my monthly dues now being withheld pursuant to the Dues Deduction Agreement effective January 1, 1980, between Union Pacific Railroad Company and its employees represented by the _____ and I hereby
(Organization)

cancel the authorization now in effect authorizing the Union Pacific Railroad Company to deduct such monthly union dues from my wages.

Employee No. _____

(Please Print) NAME

Social Security No. _____

(Last) (First)(Middle Initial)

Payroll No. _____

(Street Address)

Occupation _____

Gang No. _____

(City) (State) (Zip Code)

Lodge No. Location

(Date)

(Signature)

**ADDENDUM
TO
DUES CHECK-OFF AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

The "Dues Check-Off Agreement" between the Carrier and the Organization dated July 19, 1979, and effective January 1, 1980, is hereby amended as set forth herein; therefore - -

IT IS AGREED;

Section 1.

To the extent they otherwise conflict, Sections 1, 3 and 4 of the July 19, 1979 Agreement are hereby amended effective January 1, 1981, to permit the first and/or initial deduction submitted on behalf of an employee to include initiation fees and assessments, and the equivalent of not more than four (4) months' union dues in lieu of one (1) month's union dues. Thereafter, such deduction contemplated in the aforesaid agreement, effective January 1, 1980, excepting assessments, whenever applicable, referred to therein.

Section 2.

The "Wage Assignment Authorization" form attached to the July 19, 1979, Dues Check-Off Agreement, as Attachment "A" is also revised effective January 1, 1981, as set forth in Attachment "A", appended hereto.

Section 3.

All other provisions of the July 19, 1979 Dues Check-Off Agreement between the parties thereto, not specifically revised or amended by this Addendum remain applicable.

Signed at Omaha, Nebraska, this 29th day of December, 1980.

SIGNATURES NOT REPRODUCED

WAGE ASSIGNMENT AUTHORIZATION

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

TO THE UNION PACIFIC RAILROAD COMPANY:

I hereby assign to the Brotherhood of Maintenance of Way Employees that part of my wages necessary to pay my monthly union dues, initiation fees and assessments (not including fines and penalties) as reported to the Union Pacific Railroad Company by the _____ of the
(Designated Officer)

Brotherhood of Maintenance of Way Employees in monthly statements certified by him as provided in the Dues Deduction Agreement entered into between the Union Pacific Railroad Company and its employees represented by the Brotherhood of Maintenance of Way Employees effective January 1, 1981, and I hereby authorize the Union Pacific Railroad Company to deduct from my wages all such sums and remit them to _____ of the Brotherhood of Maintenance of
(General Chairman)

Way Employees in accordance with the said Dues Deduction Agreement as revised. The first and/or initial deduction may include initiation fees and assessments of a general nature and up to four (4) months' union dues, if necessary, and thereafter a deduction for only one (1) month's dues is authorized, excepting assessments, whenever applicable. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of said Dues Deduction Agreement or upon the termination of the Rules and Working Conditions Agreement between Union Pacific Railroad Company and the Brotherhood of Maintenance of Way Employees whichever occurs sooner.

Employee No. _____ (Please Print) NAME _____

Social Security No. _____
(Last) (First)(Middle Initial)

Payroll No. _____
(Street Address)

Occupation _____
(City) (State) (Zip Code)

Gang No. _____

_____ Lodge No. _____ Location _____

_____ (Date)

_____ (Signature)

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

In a joint effort to provide a safer working environment, and as an alternative method of handling situations involving Rule "G",

IT IS AGREED:

Section 1. If any Maintenance of Way employee believes that another Maintenance of Way employee is in an apparent unsafe condition to work, such employee may immediately contact a Carrier officer. If the Carrier Officer upon investigation, determines there is an apparent Rule "G" violation, the employee shall be suspended from service.

It is understood that when a suspension from service takes place, transportation will be furnished back to the assembly point. The terms of this Agreement will be reviewed with the employee involved.

Section 2. (a) Once an employee has been suspended from service under Section 1, such employee must contact the Company's designated Employee Assistance Program (EAP) Counselor within two (2) working days of the day suspended from service (See Attachment "A"). If requested, the employee will be given assistance in contacting the EAP Counselor, and if the employee accepts counseling, he shall be paid for the full tour of duty on the date suspended from service.

(b) Employees in system gang service will be permitted to remain in their assigned outfit car, with access to commissary facilities, for up to six (6) working days of the day suspended from service, when practicable, unless exception is granted.

Section 3. If the employee complies with the requirements set forth in Section 2, and the EAP Counselor determines the employee is not in need of counseling the employee 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 Section 2.

Section 4. If the employee complies with the requirements set forth in Section 2, and the EAP Counselor determines the employee is in need of counseling and the employee accepts counseling, the employee shall be immediately returned to service, subject to a favorable recommendation from the EAP Counselor. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in Section 2.

APPENDIX "H"

Section 5. If the employee does not comply with the requirements set forth in Section 2, or refuses to accept the counseling provided in Section 4, the individual may, if so desired, request a formal investigation, however, such request must be made within fourteen (14) calendar days of the day suspended from service. Employees who do not request an investigation must request a leave of absence in writing. One forty-five (45) day leave of absence will be granted. If the employee has not contacted the EAP Counselor before the end of the written leave of absence, the employee shall be considered as voluntarily forfeiting all seniority rights and employment relationship.

When an employee or employees originate action, as provided in Section 1, they will not be called as a Company witness or witnesses if the employee requests a formal investigation.

Section 6. This Agreement shall apply one time only to each employee covered thereby. Thereafter, all applicable rules in the Schedule Agreement apply.

Section 7. This Agreement is effective December 1, 1984, and is subject to termination by either party upon the serving of five (5) calendar days written notice upon the other party.

Signed this 15th day of November, 1984.

SIGNATURES NOT REPRODUCED

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

PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the Brotherhood of Maintenance of Way Employees jointly recognize that safety is the paramount concern and that an alcohol and drug free environment is an essential element in maintaining a safe work place, and agree to the following to ensure the utmost compliance with Rule "G":

Section 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 Programs), 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".

Section 2. Participation in the Rule "G" R/E Program shall continue for a period of twelve (12) months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.

Section 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.

Section 4. The employee may elect to participate in the Rule "G" R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within ten (10) calendar days of receipt of the Notice.

Section 5. The employee must contact the Employee Assistance Counselor within three (3) working days of electing to participate in the Rule "G" R/E Program.

APPENDIX "I"

Section 6. After being contacted the Employee Assistance Counselor will evaluate the employee to determine whether the employee may safely be returned to service and the course of treatment that the employee must follow. Any course of treatment ordered will include follow-up drug (and alcohol if appropriate) testing in line with Federal Railroad Administration regulations." (4/26/96 letter agreement)

Section 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.

Section 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.

Section 9. If at any time during the twelve (12) month period referred to in Section 2 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 necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.

Section 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.

Section 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, the employee's probationary status shall terminate, and all seniority and other rights shall be restored.

Section 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 participation in the Rule "G" R/E Program.

Section 13. This Agreement is effective September 10, 1986, and is subject to termination by either party upon the serving of five (5) calendar days' written notice upon the other party.

SIGNATURES NOT REPRODUCED

APPENDIX "I"
ATTACHMENT 1

(Date)

(Inside Address)

Dear _____:

As a qualifying employee who has been dismissed for a violation of Rule G, you may elect to participate in the Rule G Rehabilitation/Education Program. The Program requires 12 months' participation. However, you may elect to withdraw from the Program or the Employee Assistance Counselor may remove you from the program.

Should you elect to participate, the following steps must be taken:

- 1, You must complete and return the attached request form to the undersigned within 10 days of your receipt of this letter.
2. You must contact _____(name of appropriate Employee Assistance Counselor) within three working days of electing to participate in the Program.

The Employee Assistance Counselor will then evaluate you to determine whether or not you may safely be returned to service and the course of treatment which you should follow. This evaluation will result in one of the following:

1. If the evaluation indicates you may safely be returned to service, you shall be returned to service on a probationary basis with all seniority unimpaired. Upon returning to service, you must follow the course of treatment established by the Employee Assistance Counselor.
2. If the evaluation indicates you may not safely be returned to service, you shall continue in the status of a dismissed employee until subsequent evaluation (s) indicate it is safe to return you to service on a probationary basis. You must follow the course of treatment established by the Employee Assistance Counselor both while out of service and after any return to service.

As mentioned earlier, at anytime during your 12-month participation in the Program, you may either withdraw from the Program or the Employee Assistance Counselor may remove you from the Program. These actions would result in the following:

APPENDIX "I"
ATTACHMENT 1

1. If you are removed from the Program and have been returned to service, you shall be removed from service and shall revert to the status of a dismissed employee without any further disciplinary proceeding.
2. You should withdraw from the Program and have been returned to service, you shall be removed from service and shall revert to the status of a dismissed employee without further disciplinary proceedings.

If you should elect to participate and should satisfactorily complete the entire 12-month Program, a notation to that affect shall be placed on your Personal Record and your probationary status shall terminate and all seniority and other rights shall be restored.

The request form attached to this letter. If you elect to participate in the Program, please complete the form and return it to the undersigned within 10 days of receipt of the Letter of Dismissal.

Yours truly,

(The officer Who Signed
the Letter of Dismissal)

Attachment

ELECTION TO PARTICIPATE IN
THE RULE G REHABILITATION/EDUCATION
PROGRAM

Mr. _____
(Name of Officer Signed Letter of Dismissal)

I elect to participate in the Rule G Rehabilitation/ Education Program. I understand my participation is governed by the September 10, 1986, Agreement establishing the Program. I further understand I must contact Employee Assistance Counselor _____ within three working days.

(Name of Appropriate Counselor)

(Name of employee)

(Date signed)

Questions and Answers

In anticipation of the many inquiries that may arise in regard to Article VII of the October 17, 1986 National Agreement and Rule 22 (c) of the current Agreement between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees concerning SENIORITY RETENTION, the following questions and answers were prepared for your reference.

1. Question

Will employees promoted to supervisory positions prior to October 17, 1986, be required to pay a fee in lieu of dues in order to continue to accumulate seniority?

Answer

Yes. Employees promoted to a supervisory position prior to October 17, 1986 will be required to pay an appropriate monthly fee in order to accumulate additional seniority.

2. Question

If an employee who was promoted to a supervisory position prior to October 17, 1986, elects not to pay a fee in lieu of dues, will that employee continue to accumulate seniority in the BMWWE craft?

Answer

No. The employee will have the number of days, months and/or years of seniority frozen as of the date he/she elects not to pay the monthly fee.

Example: An employee was hired on July 10, 1975 and promoted to a supervisory position on July 20, 1986 and elects not to pay a fee in lieu of dues to the BMWWE. The employee will have his/her seniority frozen at 11 years and 3 months and 7 days (July 10, 1975 through October 17, 1986). The beginning date of that 11 years and 3 months and 7 days would be adjusted each year during the normal updating process of Rule 17 or at the time of the employee's return to a scope covered question.

3. Question

Provided an employee whose seniority is frozen vacates an official, supervisory or excepted position and later accepts another position to a like position with the Company after filling a scope covered position, will such personnel be governed solely by the provisions of paragraph (2) of Rule 22(l)?

Answer

Yes.

4. Question

Will employees promoted to supervisory positions on or after October 17, 1986, be required to pay a fee in lieu of dues in order to retain seniority in the BMW craft?

Answer

Yes. If they elect not to pay the fee, their BMW seniority will be relinquished in all classifications.

5. Question

When are BMW employees who are appointed to supervisory positions required to commence paying fees in lieu of dues for the purpose of retaining or continuing to accumulate seniority?

Answer

Effective with the fee payment for the month of November, 1986.

6. Question

Is a notice required to be provided to an employee who is promoted to a supervisory position who is not presently paying dues to the BMW?

Answer

Yes. A Supervisor who is not paying a fee in lieu of dues must be furnished with an advance written notice (Certified Mail) by the appropriate General Chairman indicating the amount owed and period covered.

7. Question

Should the notice referred to in Question No. 6 be sent by Certified Mail, Return Receipt Requested?

Answer

Yes.

8. Question

How will the amount of the monthly fee to be charged in lieu of dues be determined?

Answer

The amount of the monthly fee in lieu of dues should be equal to the combined total of Lodge, System and Grand Lodge dues, exclusive of special assessment(s).

9. Question

Once a supervisor elects not to pay the appropriate monthly fee, can that Supervisor change his/her mind and start paying the fee at a future date to accumulate additional seniority in the BMWWE craft?

Answer

No. No Lodge or System Officer should accept such payments from a Supervisor who has elected not to pay the monthly fee within the time period allowed for beginning such payments.

10. Question

Are BMWWE employees who are promoted to supervisory positions and who maintain the fee as stipulated eligible to participate at lodge meetings or take part in transacting Brotherhood business?

Answer

No.

11. Question

If a supervisor is released from his/her supervisory position and is unable to return to a Scope covered position as a result of not possessing sufficient seniority to hold a position in his/her craft, will he/she be required to pay the referred to fee or a normal dues payment in order to retain his/her seniority?

Answer

No.

APPENDIX "K"

October 18, 1984

A-14925
013-210-26

Mr. A. M. Johnson
General Chairman, BMWWE
1453 Chester Street
Aurora Colorado 80010

Dear Sir:

Referring to our several meetings in connection with the snow problems at Altamont, Wyoming, and your recent discussion with Chief Engineer H. B. Durrant regarding the assignment of one Roadway Equipment Operator at Altamont, headquarters outfit cars, with a workweek of Sunday-Thursday.

Inasmuch as our interest in establishing the position is primarily to keep the county road into Altamont open for the convenience of the section forces and their families, as well as the access roads in that vicinity, the Carrier solicits your concurrence in the foregoing workweek pursuant to Rule 26. It is the Company's view this workweek will allow the operator to keep the roads open on Sunday when the employees might desire to go into town. Of course, if a different workweek is necessary to meet the employer and operational requirements, I am confident Mr. Durrant would be willing to consider a change.

If this is satisfactory, please affix your signature in the space provided below, returning the original for my file.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "L"

June 2 1992

Files: U-210-16
U-210-20

MR R B WEHRLI
GENERAL CHAIRMAN BMW
1453 CHESTER ST
AURORA CO 80010

Dear Sir:

During our conference in Omaha on April 14, 1992 we discussed the creation of the position of Flange Oiler Maintainer which would be permitted to perform work on a territory encompassing both the Kansas Seniority Division and the Nebraska Seniority Division. It was agreed that this would be on an experimental basis for a period of two (2) years. As a result of discussions, it was agreed that:

1. A position of Flange Oiler Maintainer with an hourly rate of \$13.50 per hour subject to future wage increases will be established.
2. In establishing this position, the position would be advertised to employees holding seniority on BMW seniority rosters on the Kansas and on the Nebraska seniority rosters. Any future vacancies will be bulletined to all BMW employees of these two seniority divisions.
3. The position established will be confined to the mainline territories from Council Bluffs, Iowa to Gibbon, Nebraska on the Council Bluffs Subdivision on the Nebraska seniority division and from Gibbon, Nebraska to Kansas City, Kansas on the Marysville Subdivision on the Kansas seniority division.
4. This position will be bulletined without a specific headquarters location as it will be a mobile type service. The assigned employees will be granted a daily per diem allowance of \$48.00 to help defray expenses for meals and lodging.

The foregoing per diem allowance, which is subject to increases identical to those made to the per diem allowance identified under Rule 39(e) of our current Agreement, shall be paid for each day of the calendar week, including rest days, holidays and personal leave days, except it shall not be payable for workdays on which the employee is voluntarily absent from service or for rest days, holidays, or personal leave days when the employee is voluntarily absent from service and work is available to him on the workday immediately

APPENDIX "L"

preceding or the workday immediately following said rest days, holidays, or personal leave days. No elimination of days for per diem allowances, or vacation credits will occur when the employee is assigned a compressed workweek, such as four (4) ten-hour days.

5. A vehicle will be provided by the Carrier for the assigned employee to use for all transportation needs connected to performing the duties of the position. On rest days not worked, the vehicle will be kept at the employee's residence or another mutually agreeable location within the territory defined under (3) nearest the employee's residence. All travel time consumed by the assigned employee performing the duties of the position shall be compensated as time worked.
6. Successful applicant must be capable of meeting State and Federal requirements relative to the operation of vehicles and must be capable of passing an examination covering the operation of hy-rail vehicles.
7. Successful applicant will establish Group 13, Class (a) seniority date on his home seniority division.
8. Promotion to this position shall be based on ability and qualifications and where these proficiencies are sufficient, the senior Track Subdepartment service date of the available employees involved shall prevail. If not filled pursuant thereto, the position shall be filled from available qualified employees of the other subdepartments and the senior service date of the employees involved shall prevail. Subject to appeal pursuant to Rule 48(n) and Rule 49, the Management shall be the judge in determining whether or not an employee possesses sufficient ability and qualifications for the position.
9. This position is being established on a trial basis. Nothing contained in this agreement shall be construed to be an obligation of the Carrier to maintain this position if the Carrier decides it is no longer required.
10. If problem areas develop, the parties will promptly meet in an attempt to resolve the issues as soon as possible. If the issues cannot be resolved mutually, then either party may submit a thirty (30) day written cancellation notice on or before June 1, 1994, which will result in the provisions of this agreement being cancelled in their entirety.

If no cancellation notice is served on or before June 1, 1994, as indicated herein, the provisions contained herein will remain in effect until cancelled, modified or suspended pursuant to the provisions of

APPENDIX “L”

the Railway Labor Act, as amended.

It is understood that this handling will not be considered as a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "L"

July 10, 1992

Files: U-210-16
U-210-20

MR R B WEHRLI
GENERAL CHAIRMAN BMW
1453 CHESTER ST
AURORA CO 80010

Dear Sir:

Reference is made to our conference on July 10, 1992, at which time we discussed the letter agreement of June 2, 1992, which provides for the establishment of a Flange Oiler Maintainer on the Kansas and Nebraska Seniority Divisions.

As a result of our discussion, it was agreed that the position established under the terms of the Agreement would be treated in line with the provisions of **Rule 22(f)** of the revised Agreement effective April 1, 1992. Employees accepting the position will retain and accumulate seniority in seniority classes and groups in which they hold seniority.

If the foregoing accurately reflects our understanding please so indicate by signing in the space provided below, returning the original to this office and retaining a copy for your files.

Yours truly,

SIGNATURES NOT REPRODUCED

June 8, 1993

File: U 210-16

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA, COLORADO 80010

Dear Sir:

This refers to our previous discussions concerning the assignment of an in-track welding crew to perform maintenance work in conjunction with the Carrier's detector car operation in a designated territory which covers more than one (1) division/seniority district. Since the detector car territory involves more than one (1) division/seniority district, the Carrier would, under the present terms of the Collective Bargaining Agreement be required to abolish and rebulletin the in-track welding crew each time it moved from one (1) division/seniority district to another which could result in the rebulletining and changing of crews possibly as many times as twice a month.

In an attempt to resolve the problem, it was agreed to implement the following understanding on a trial basis which establishes an in-track welding crew to work following Detector Car (DC-6) whose territory encompasses the entire Kansas Division seniority territory and the portion of the Nebraska Division seniority territory east of and including North Platte, Nebraska.

1. Maintenance of Way Department positions contained in the Collective Bargaining Agreement revised to April 1, 1992 which may be assigned to the in-track welding crews are as follows:
 - 1 Group 14: Rail Heat Treating – Welder Foreman
 - 1 Group 8: Assistant Foreman
 - 1 Group 15(d): Truck Operator
 - 2 Group 14(c): Track Welder – Thermite & Machine
 - 3 Group 14(g): Track Welder Helper
 - 1 Group 10: Track Machine Operator (PSS)
 - 3 Group 18: Track Extra Gang Laborer

NOTE: The number of employees or positions assigned to the in-track welding crew may be increased or decreased as operational needs dictate.

2. All new positions and/or vacancies will be bulletined pursuant to Rule 20 to employees who retain seniority or who are desirous of establishing seniority

APPENDIX "M"

on the Nebraska or Kansas Seniority Divisions. Assignments will first be made to the senior applicants of the class involved regardless of whether seniority is held on the Kansas or Nebraska seniority division. In the event no bids are received from employees who retain seniority in the class on the Kansas or Nebraska seniority rosters, the assignments will then be made in accordance with the provisions of Rule 19(b) of the Collective Bargaining Agreement. If not filled pursuant thereto, the position may be filled by appointment and an assignment bulletin will be issued showing the name of the employee appointed.

3. There will be no joint territory seniority rights established. Employees assigned to one of the positions in a class in which seniority is not already held will establish a new seniority date in said class on the seniority division where current division seniority rights are held. Other employees not already holding seniority rights on the Nebraska or Kansas Seniority Division, or employees hired for this in-track welding crew will establish seniority in the applicable class on the Nebraska or Kansas Seniority Division, as desired.
4. Employees will not be subject to recall to fill positions on the in-track welding crew established pursuant to this agreement.
5. The positions for the in-track welding crew established pursuant to this agreement will be bulletined with headquarters of online and all terms of Rules 29, 30, 36, and 39 of the Collective Bargaining Agreement will apply when applicable.
6. Bulletins issued advertising vacancies for this in-track welding crew shall indicate the territory involved, e.g. "Territory encompasses the entire Kansas Seniority Division territory and the portion of the Nebraska Seniority Division territory east of and including North Platte, Nebraska.
7. Any of the DC-6 in-track welding crew positions may be bulletined as RESTRICTED POSITIONS. Bulletins for this purpose shall indicate "RESTRICTED FOR A SIX-MONTH TOUR OF DUTY WITH A \$1.50 PER HOUR DIFFERENTIAL". The following conditions will apply to the positions advertised as RESTRICTED POSITIONS:
 - (a) Employees assigned to "Restricted Positions" will not be allowed to apply for bulletined assignments in the same or lower classes. Such employee recalled to a higher class will not be required to respond to recall in order to retain seniority in the higher class.

APPENDIX "M"

- (b) Employees assigned to "Restricted Positions" may only be displaced by qualified senior employees who have been displaced from "Restricted Positions" as a result of their positions being abolished or the exercise of seniority by senior employees.
 - (c) Employees shall not forfeit any seniority rights by accepting one of the "Restricted Positions" even if the position accepted is of a lower class as outlined in the Collective Bargaining Agreement.
 - (d) An employee assigned to a "Restricted Position" shall not be subject to recall to another position or gang.
8. All positions of the DC-6 in-track welding crew shall expire each June 30th and December 31st in a calendar year, ending, respectively each maximum six-month tour of duty for the positions. If the positions are to be reestablished, they will be rebulletined pursuant to Rule 20 of the Collective Bargaining Agreement and the provisions of this agreement. Bulletins for vacancies on this in-track welding crew will indicate the expiration date of the position, (i.e. June 30 or December 31), however, such information is not to be construed that the Carrier's right to abolish these positions at any time prior to the expiration date is affected in any way.
 9. Variances in work weeks or work half schedules shall be handled in line with the provisions of Rule 40 "Alternate Work Periods" of the Collective Bargaining Agreement.
 10. Starting times for the in-track welding crew will be established between 5:00 a.m. and 11:00 a.m. and all other provisions of Rule 31 "Starting Times" of the Collective Bargaining Agreement will apply. Any deviations to the above starting times will be agreed to by the parties.
 11. Where the provisions of this agreement conflict with the rules of the Collective Bargaining Agreement, this agreement shall apply. In all other cases the terms of the Collective Bargaining Agreement revised to April 1, 1992 shall apply.
 12. If problem areas develop, the parties will promptly meet in an attempt to resolve the issues as soon as possible. If the issues cannot be resolved mutually, then either party may submit a fifteen (15) day written cancellation notice which will result in the provisions of this agreement being cancelled in their entirety.

APPENDIX "M"

13. This agreement is to be effective June 1, 1993. It is understood that this handling will not be considered a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "M"

June 8, 1993

File: U 210-16

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA, COLORADO 80010

Dear Sir:

This refers to our discussions concerning the Agreement effective June 1, 1993 which provides for the assignment of an in-track welding crew to perform work in conjunction with the detector car (DC-6) operation.

As we discussed, section forces will continue to be utilized as in the past with the detector car operations. Additionally, it is not the Carrier's intent to discontinue utilizing the Thermite Welding Gangs in the territory of the DC-6 as a result of utilizing the in-track welder to perform maintenance work in conjunction with the Carrier's detector car operation.

It is agreed that the above understanding will not be considered a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

June 8, 1993

File: U 210-16

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA, COLORADO 80010

Dear Sir:

This refers to our previous discussions concerning the assignment of an in-track welding crew to perform maintenance work in conjunction with the Carrier's detector car operation in a designated territory which covers more than one (1) division/seniority district. Since the detector car territory involves more than one (1) division/seniority district, the Carrier would, under the present terms of the Collective Bargaining Agreement be required to abolish and rebulletin the in-track welding crew each time it moved from one (1) division/seniority district to another which could result in the rebulletining and changing of crews possibly as many times as twice a month.

In an attempt to resolve the problem, it was agreed to implement the following understanding on a trial basis which establishes an in-track welding crew to work following Detector Car (DC-8) whose territory encompasses the portion of the Nebraska Division seniority territory west of and including North Platte, Nebraska and the portion of the Wyoming Division seniority territory east of and including Point of Rocks, Wyoming.

1. Maintenance of Way Department positions contained in the Collective Bargaining Agreement revised to April 1, 1992 which may be assigned to the in-track welding crews are as follows:
 - 1 Group 14: Rail Heat Treating – Welder Foreman
 - 1 Group 8: Assistant Foreman
 - 1 Group 15(d): Truck Operator
 - 2 Group 14(c): Track Welder – Thermite & Machine
 - 3 Group 14(g): Track Welder Helper
 - 1 Group 10: Track Machine Operator (PSS)
 - 3 Group 18: Track Extra Gang Laborer

NOTE: The number of employees or positions assigned to the in-track welding crew may be increased or decreased as operational needs dictate.

2. All new positions and/or vacancies will be bulletined pursuant to Rule 20 to employees who retain seniority or who are desirous of establishing seniority

APPENDIX "M"

on the Nebraska or Wyoming Seniority Divisions. Assignments will first be made to the senior applicants of the class involved regardless of whether seniority is held on the Wyoming or Nebraska seniority division. In the event no bids are received from employees who retain seniority in the class on the Wyoming or Nebraska seniority rosters, the assignments will then be made in accordance with the provisions of Rule 19(b) of the Collective Bargaining Agreement. If not filled pursuant thereto, the position may be filled by appointment and an assignment bulletin will be issued showing the name of the employee appointed.

3. There will be no joint territory seniority rights established. Employees assigned to one of the positions in a class in which seniority is not already held will establish a new seniority date in said class on the seniority division where current division seniority rights are held. Other employees not already holding seniority rights on the Nebraska or Wyoming Seniority Division, or employees hired for this in-track welding crew will establish seniority in the applicable class on the Nebraska or Wyoming Seniority Division, as desired.
4. Employees will not be subject to recall to fill positions on the in-track welding crew established pursuant to this agreement.
5. The positions for the in-track welding crew established pursuant to this agreement will be bulletined with headquarters of online and all terms of Rules 29, 30, 36, and 39 of the Collective Bargaining Agreement will apply when applicable.
6. Bulletins issued advertising vacancies for this in-track welding crew shall indicate the territory involved, e.g. "Territory encompasses the portion of the Nebraska Seniority Division territory west of and including North Platte, Nebraska and the portion of the Wyoming Seniority Division territory east of and including Point of Rocks, Wyoming.
7. Any of the DC-8 in-track welding crew positions may be bulletined as RESTRICTED POSITIONS. Bulletins for this purpose shall indicate "RESTRICTED FOR A SIX-MONTH TOUR OF DUTY WITH A \$1.50 PER HOUR DIFFERENTIAL". The following conditions will apply to the positions advertised as RESTRICTED POSITIONS:
 - (a) Employees assigned to "Restricted Positions" will not be allowed to apply for bulletined assignments in the same or lower classes. Such employee recalled to a higher class will not be required to respond to recall in order to retain seniority in the higher class.

APPENDIX "M"

- (b) Employees assigned to "Restricted Positions" may only be displaced by qualified senior employees who have been displaced from "Restricted Positions" as a result of their positions being abolished or the exercise of seniority by senior employees.
 - (c) Employees shall not forfeit any seniority rights by accepting one of the "Restricted Positions" even if the position accepted is of a lower class as outlined in the Collective Bargaining Agreement.
 - (d) An employee assigned to a "Restricted Position" shall not be subject to recall to another position or gang.
8. All positions of the DC-8 in-track welding crew shall expire each June 30th and December 31st in a calendar year, ending, respectively each maximum six-month tour of duty for the positions. If the positions are to be reestablished, they will be rebulletined pursuant to Rule 20 of the Collective Bargaining Agreement and the provisions of this agreement. Bulletins for vacancies on this in-track welding crew will indicate the expiration date of the position, (i.e. June 30 or December 31), however, such information is not to be construed that the Carrier's right to abolish these positions at any time prior to the expiration date is affected in any way.
9. Variances in work weeks or work half schedules shall be handled in line with the provisions of Rule 40 "Alternate Work Periods" of the Collective Bargaining Agreement.
10. Starting times for the in-track welding crew will be established between 5:00 a.m. and 11:00 a.m. and all other provisions of Rule 31 "Starting Times" of the Collective Bargaining Agreement will apply. Any deviations to the above starting times will be agreed to by the parties.
11. Where the provisions of this agreement conflict with the rules of the Collective Bargaining Agreement, this agreement shall apply. In all other cases the terms of the Collective Bargaining Agreement revised to April 1, 1992 shall apply.
12. If problem areas develop, the parties will promptly meet in an attempt to resolve the issues as soon as possible. If the issues cannot be resolved mutually, then either party may submit a fifteen (15) day written cancellation notice which will result in the provisions of this agreement being cancelled in their entirety.

APPENDIX "M"

13. This agreement is to be effective June 1, 1993. It is understood that this handling will not be considered a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "M"

June 8, 1993

File: U 210-16

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA, COLORADO 80010

Dear Sir:

This refers to our discussions concerning the Agreement effective June 1, 1993 which provides for the assignment of an in-track welding crew to perform work in conjunction with the detector car (DC-8) operation.

As we discussed, section forces will continue to be utilized as in the past with the detector car operations. Additionally, it is not the Carrier's intent to discontinue utilizing the Thermite Welding Gangs in the territory of the DC-8 as a result of utilizing the in-track welder to perform maintenance work in conjunction with the Carrier's detector car operation.

It is agreed that the above understanding will not be considered a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

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

In connection with the discussions concerning the filling of new positions and vacancies in the Bridge and Building Subdepartment for the Omaha Headquarters Building seniority district,

IT IS AGREED:

- (1). In recognition of the April 14, 1992 letter of understanding (file U-210-16), employees of the Nebraska Division and the Omaha Headquarters Building may retain seniority on both seniority districts.
- (2). Positions within the Omaha Headquarters Building seniority district that are not filled through bulletining by employees who possess Omaha Headquarters Building seniority in the class involved, will be filled in the following sequential order:
 - (a) from available qualified employees who possess Omaha Headquarters Building seniority in the other classes of the group involved;
 - (b) from available qualified employees who possess Omaha Headquarters Building seniority in the other groups of the Bridge and Building Subdepartment;
 - (c) from available qualified employees who possess seniority in the same class of the Nebraska Division seniority district;
 - (d) from available qualified employees who possess seniority in the other classes of the same group within the Nebraska Division Bridge and Building Subdepartment;
 - (e) from available qualified employees who possess seniority in the other groups of the Nebraska Division Bridge and Building Subdepartment.

In each instance, where ability and qualifications are sufficient, seniority shall prevail, the management to be the judge with respect to positions covered by this section.

- (3). An employee will not be allowed a common seniority date on both seniority districts.
- (4). No transfer pursuant to Rule 24 involving these two (2) seniority districts will be

APPENDIX "N"

allowed.

- (5). Employees regularly assigned to positions in the Omaha Headquarters Building seniority district who apply for and accept a position on the Nebraska Division seniority district will forfeit their seniority in the Omaha Headquarters Building seniority district.
- (6). Employees regularly assigned to positions in the Omaha Headquarters Building seniority district will not be subject to recall for positions of the Nebraska Seniority District.
- (7). Employees regularly assigned to positions in the Nebraska Division seniority district will be subject to recall to positions of the Omaha Headquarters Building seniority district pursuant to Rule 20(e) of our current Collective Bargaining Agreement. If such employees fail recall to positions of the Omaha Headquarters Building seniority district, they will forfeit all seniority in that seniority district.
- (8). Employees regularly assigned to positions in the Nebraska Division seniority district may apply for and accept any position within the Omaha Headquarters seniority district without forfeiture of seniority on the Nebraska seniority district.
- (9). Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement.
- (10). This Agreement, signed this 8th day of December, 1994 will remain in effect until changed, as provided for in the Railway Labor Act, as amended.

**FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY EMPLOYEES:**

**FOR THE
CARRIER:**

SIGNATURES NOT REPRODUCED

APPENDIX "N"

April 14, 1992

File: U-210-16

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA, COLORADO 80010

Dear Sir:

During our conference this date we discussed Rule 22(k) which provides for an employee's seniority to be restricted to one seniority division and/or seniority district.

As a result thereof, it was agreed that since the Omaha Headquarters Building seniority district is within the geographical limits of the Nebraska Division seniority district, employees may retain seniority rights on seniority rosters on both seniority districts.

It is understood that this handling will not be considered as a precedent nor be cited in future negotiations. To formally signify your concurrence in the above understanding, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "O"

October 22, 1996

File U 20-10

MR R B WEHRLI
GENERAL CHAIRMAN BMW
1010 S JOLIET ST STE 102
AURORA CO 80012

Dear Sir

Reference is made to Rule 10, "Roadway Equipment Subdepartment" of the Collective Bargaining Agreement as revised, specifically Seniority Group 19 and to the listing of equipment for Group 19 in Appendix "X" of the Agreement. The Carrier is now in the process of securing a "SHUTTLEWAGON MOBILE RAILCAR MOVER 400 SERIES" railcar mover for utilization at the Laramie, Wyoming Rail and Panel Plants. A copy of a brochure describing this unit of equipment is attached.

Insofar as this new unit of equipment is concerned, it is hereby agreed to list this piece of equipment in Seniority Group 19 (Appendix "X") and the listing of equipment is revised to include the Railcar Mover as a Class 3 Machine.

It is also agreed that either party may cancel this Letter of Agreement by either party serving a thirty (30) calendar day written notice. If you are in agreement, please so indicate by signing below and returning one copy to this office.

Yours truly,

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

October 6, 1997
L/R File: 0621-001

Mr. R.B. Wehrli
General Chairman, BMWWE
1010 S. Joliet St. Ste. 102
Aurora, Colorado, 80012

Dear Sir:

This is in reference to our discussions concerning abandonment transactions of Union Pacific Railroad trackage as authorized by the Surface Transportation Board (STB) that involves the imposition of the protective conditions set forth in the Oregon Short Line Conditions.

As we discussed and recognized, the parties are to negotiate an implementing agreement with respect to the application of the terms and conditions of the Oregon Short Line conditions for each transaction pursuant to Section 4 of said conditions. It was recognized that in most cases the terms of each implementing agreement are identical.

In light of this fact, it was agreed that in an effort to avoid the recreation of these same terms of an implementing agreement each and every time the Carrier receives authorization to abandon a portion of its trackage, the parties will apply the following terms and conditions to each future transaction:

SECTION I – DISPLACEMENT OR DISMISSAL

A. The Carrier recognizes the applicability of the Oregon Short Line Conditions in the event of an employee's dismissal or displacement, or in the event of a rearrangement of forces arising from the abandonment of its trackage.

B. If UP employees are entitled to protection as a result of such transaction, the following will apply:

- (1) Not later than the twenty-fifth day of the month following the month for which benefits are claimed, each "dismissed" employee will provide the Carrier with the following information for the month in which he/she is entitled to benefits:
 - (a) the day(s) claimed by such employee under any unemployment insurance act, and

APPENDIX "P"

- (b) the day(s) each employee worked in other employment, the name(s) and addresses of the employer(s), and the gross earnings made by the employee in such other employment.

C. If a dismissed employee has nothing to report under this Section account not being entitled to benefits under any unemployment insurance and having no earnings from other employment, such employee will submit, within the time period provided for in Section I(B)(1), the appropriate form stating "Nothing to Report." Claims are to be submitted to:

Supervisor Protection Management
1416 Dodge Street, PNG06
Omaha, Nebraska 68179

D. The failure of any dismissed (furloughed) employee to provide the information required in this Section will result in the withholding of all protective benefits for the month in question pending receipt of such information from the employee.

E. Any "displaced" employees will file an initial claim with the Supervisor Protection Management at the address set forth in paragraph (2) above. If an employee is determined to be eligible for displacement allowances, the employee will be paid a differential allowance for each month in which he/she is entitled. Such employee need not file any additional forms unless he/she becomes furloughed. In such event, the employee will be subject to the requirements of a dismissed employee as set forth above.

SECTION II – ELECTION OF PROTECTIVE BENEFITS

A. There will be no duplication of benefits by an employee under this agreement and any other agreement or protective arrangement. In the event an employee is eligible for protection under this agreement and any other agreements or protective arrangements. Such employee will be furnished his/her test period earnings and protective rate and will, within thirty (30) days thereafter, make an election in writing to the carrier, with a copy to the General Chairman, as to whether they desire to retain the protection and benefits available under any of the other agreements or protective arrangements or receive the protection and benefits provided under the provisions of this agreement. In the event an employee fails to make the necessary election, the employee will be deemed to have elected the protection and benefits provided under the provisions of this agreement to the exclusion of any protective benefits under any other agreement or arrangement.

B. Employees who receive to protective benefits of this agreement will be entitled to revert to the benefits of the protective conditions not selected upon the expiration of these benefits; provided, however, the non-selected conditions are different in type and kind from the conditions selected and the non selected protective period extends beyond the termination of this benefit period.

SECTION III – RELOCATION

APPENDIX “P”

A. CHANGE OF PLACE OF RESIDENCE – A “change of place of residence” as used in the Oregon Short Line Conditions will mean the transfer to a work location that is located either (1) outside a radius of thirty (30) miles of the employee’s former work location or (2) more than thirty (30) normal highway route miles via the most direct route from his/her residence, and, in both cases, farther from the employee’s residence than was his/her former work location.

B. A change in place of residence is not required if an employee affected by the transaction is able to hold, in the normal exercise of his/her seniority rights under the collective bargaining agreement, a position at the same work location. Any employee, who is required to change his/her place of residence because of a transaction, or the representative of that employee, must notify the carrier official signatory hereto before the employee relocates his/her residence so that the means of transportation of the employee’s household goods and personal effects may be agreed to in advance. The carrier may, at its option, elect to arrange for the movement of the employee’s household goods and personal effects by a mutually acceptable certified mover, with adequate insurance being provided at the carrier’s expense. This election must be exercised by the carrier during the conference.

C. The term “residence” means the single primary residence of the employee that is used for residential purposes only. If an employee owns and occupies a mobile home as his/her residence, it will be treated as a “residence” under applicable provisions of this agreement. In order to receive the benefits that attach to a “homeowner”, the employee must furnish the carrier a copy of the deed to their residence, with an original Notary Public signature.

SECTION IV – CLAIMS OR DISPUTES

A. Any claims or disputes arising from the transaction regarding the application of this agreement or the Oregon Short Line conditions will be handled directly between the General Chairman and the Director of Labor Relations. Any disputes not resolved will be disposed of pursuant to the provisions of the Oregon Short Line conditions.

B. The carrier will provide a copy of the complete record of all positions that are abolished and associated displacements that may occur as a result of the transaction.

SECTION V – SAVINGS CLAUSE/OTHER

To the extent rules of the collective bargaining agreement may conflict with this agreement, this agreement will apply.

SECTION VI – EFFECTIVE DATE

APPENDIX "P"

A. Except as provided in (B), these terms and conditions will constitute an implementing agreement fulfilling the requirements of the Oregon Short Line conditions, respectively; and they will apply to all STB approved abandonment transactions which involve the imposition of Oregon Short Line employee protective conditions and will become effective as of the date each abandonment is executed.

B. This arrangement will not apply to any transaction where one party notifies the other party pursuant to Section 4(a) of the Oregon Short Line employee protective conditions of its desire to negotiate a separate implementing agreement specific to the transaction involved.

FOR THE ORGANIZATION

FOR THE CARRIER

SIGNATURES NOT REPRODUCED

June 12, 1985

013-210-23

Mr. A. M. Johnson
General Chairman, BMWWE
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

Referring to our discussion in conference on May 22, 1985, of the problem sometimes encountered in temporarily filling vacancies of sectionmen and extra gang laborers on division gangs as a result of recalled employees failing to respond to recall, and until such time as a senior recalled employee ultimately reports for duty.

In analyzing the problem, it is recognized Rule 20(k) may not be applicable with respect to filling certain of these vacancies since employees of a lower class may not be available. Accordingly, in order to establish a uniform manner in which to fill temporary vacancies of this nature, it is hereby agreed - -

- (1) In the event it becomes necessary to temporarily fill a vacancy pending the arrival of a senior recalled employee, the individual utilized to fill the vacancy shall not establish seniority rights in the group and class by virtue of such temporary service. As provided in Rule 20(a), when the temporary service is completed the individual working the interim vacancy shall revert to former status.
- (2) It is recognized furloughed employees holding seniority in the group and class in which the vacancy occurs should, after making their availability known, be afforded the opportunity to work interim vacancies, with preference afforded the nearest furloughed employee(s) of the class within forty (40) rail miles of the work site. Such employees may, however, be displaced by a senior furloughed employee in the group and class.
- (3) When no furloughed employees of the group and class are available, as provided in Paragraph (2), furloughed employees holding seniority in other groups and classes should, based on their seniority, qualifications and expressed availability, be afforded the opportunity to fill such temporary vacancies pending the arrival of the recalled employee before individuals with no employment relationship are utilized.

APPENDIX "Q"

It is understood the above procedures will be implemented on a trial basis for a thirty-day period commencing July 1, 1985, and may be terminated thereafter by either party upon the receipt of thirty days' advance notice. If this is agreeable, please affix your signature in the space provided below, returning the original for my file and further handling.

Yours truly,

SIGNATURES NOT REPRODUCED

March 13, 1984

013-210-23

Mr. A. M. Johnson
General Chairman, BMWWE
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

Referring to our discussion in conference on February 17, 1984, of the mutual problem being encountered in temporarily filling vacancies, particularly on system extra gangs, as a result of recalled employees failing to respond to recall, and until such time as a senior recalled employee ultimately reports for duty.

In analyzing the problem, it was recognized Rule 20 (k) may not be applicable with respect to filling certain positions, for example, Extra Gang Laborers in Group 26, Class (c), since no employees of a lower class would be available. Accordingly, in order to establish a uniform manner in which to fill temporary vacancies of this nature, it is hereby agreed - -

- (1) In the event it becomes necessary to temporarily fill a vacancy pending the arrival of a senior recalled employee, the individual utilized to fill the vacancy shall not establish seniority rights in the group and class by virtue of such temporary service. As provided in Rule 20(a), when the temporary service is completed the individual working the interim vacancy shall revert to former status.
- (2) It is recognized furloughed employees holding seniority in the group and class in which the vacancy occurs should, after making their availability known, be afforded the opportunity to work interim vacancies, with preference afforded the nearest furloughed employee(s) of the class within forty (40) rail miles of the work site. Such employees may, however, be displaced by a senior furloughed employee in the group and class.
- (3) When no furloughed employees of the group and class are available, as provided in Paragraph (2), furloughed employees holding seniority in other groups and classes should, based on their seniority, qualifications and expressed availability, be afforded the opportunity to fill such temporary vacancies pending the arrival of the recalled employee before individuals with no employment relationship are utilized

APPENDIX "R"

It is understood the above procedures will be implemented on a trial basis for a thirty-day period commencing April 4, 1984, and may be terminated thereafter by either party upon the receipt of thirty-day advance notice. If this is agreeable, please affix your signature in the space provided below, returning the original for my file and further handling.

Yours truly,

SIGNATURES NOT REPRODUCED

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

This implementing agreement is made by and between Union Pacific Railroad Company (UPRR) and the Brotherhood of Maintenance of Way Employes (BMWE) to establish procedures to allow UPRR forces to perform temporary maintenance of way work on the territory between Ogden and Hogup, Utah, which is part of the former Southern Pacific Western Lines (SPRR).

IT IS THEREFORE AGREED:

Section 1.

While to SPRR territory between Ogden and Hogup, Utah, will remain part of SPRR territory, and the maintenance of way work and responsibilities of that territory will continue to be reserved to former SPRR employees, the Carrier may, as provided hereinafter, use UPRR maintenance of way forces to assist SPRR employees so long as the procedures as set forth in Section 3 are followed.

Section 2.

Furloughed SPRR employees, who are immediately available and desire to perform temporary work of their classification in the area outlined in Section 1 above, must make their availability known in writing to the local supervision involved. Furloughed SPRR employees who satisfy this requirement will be given preference over UPRR maintenance of way forces on assisting assigned SPRR employees performing temporary work of their classification.

Section 3.

The Carrier may, however, use UPRR maintenance of way forces to assist assigned SPRR employees performing work in the territory specified in Section 1 above when any of the following criteria are met:

- (1) No furloughed SPRR employees made their availability known Pursuant to Section 2.
- (2) The furloughed SPRR employees who satisfied the requirements of Section 2 are unavailable when called.
- (3) Additional forces are needed after calling the SPRR employees who satisfied the requirements of Section 2.

Section 4.

Employees who satisfy the requirements of Section 2 will not jeopardize any seniority or other rights provided under this or any other agreement as a result of being unavailable when called for this temporary work. Further, the right of SPRR employees to exercise seniority within this territory is unaffected by this agreement.

This agreement will become effective December 1, 1997

Signed this 30th day of September, 1997, in Omaha, Nebraska.

FOR THE ORGANIZATION:

FOR THE CARRIER

SIGNATURES NOT REPRODUCED

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

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), the Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and the Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad ("D&RGW") (collectively referred to as ("SP") in Finance Docket 32760. In approving this transaction, the ("STB") imposed New York Dock labor protective conditions.

Subsequent to the above, an Implementing Agreement was imposed under New York Dock Conditions on October 15, 1997, and made effective January 1, 1998, for the consolidation of system operations on UPRR, SPRR, WPRR and D&RGW territories to be subject to the Collective Bargaining Agreement between the UPRR and the Brotherhood of Maintenance of Way Employees (BMWE). While the legitimacy of the Imposed Agreement was being challenged through the Petition For Review process of the ("STB") the Carrier suggested another meeting be held to discuss, again, the possible extension of the seniority territory for all UPRR system gangs to include that of the Chicago and North Western Transportation Company (C&NW).

In order to achieve the benefits of operational changes made possible by the transaction; to resolve all disputes associated with the Implementing Agreement imposed with the arbitral award of October 15, 1997; and to extend the seniority territory of all UPRR system gangs to include that of the C&NW:

IT IS AGREED the Implementing Agreement of October 15, 1997 will be canceled and replaced in its entirety by the language specified hereinafter:

Section 1.

Effective January 1, 1998 all system gang operations listed hereinafter were combined on UPRR, WPRR, SPRR¹ and D&RGW territories and have been subject to the Collective Bargaining Agreement between UPRR and BMWE;

¹ As used in this document, "SPRR" refers only to the "Western Lines" of the Southern Pacific Transportation Company.

SYSTEM OPERATIONS (See Side Letter No. 1)

System Steel Gang Work	System Curve Gang Work
System Switch Gang Work	System Welding/Glue Gang Work
System Tie and Ballast Gang Work	System Rail and Concrete Tie Gang Work
System Surfacing & Lining Gang Work	System New Construction Gang Work
System Pick-Up and Distribution Gang Work	

Effective June 1, 1998, the territory and employees of the (C&NW) will be added to and made part of these consolidated system gang operations.

Section 2.

(A) UPRR, WPRR, SPRR and D&RGW employees with seniority dates of June 1, 1998 or earlier who had a right based on their seniority to work on system-type operations within their respective territories; and C&NW employees with seniority dates of June 1, 1998 or earlier who had a right based on their seniority to work on Interdivisional gangs on C&NW territory, will have their name and seniority dates dovetailed onto the UPRR System Gang seniority rosters for the following fourteen (14) classifications, as applicable: (See Side Letter No. 2)

GROUP 20: ROADWAY EQUIPMENT SUBDEPARTMENT

- (a) Roadway Equipment Operator
- (b) Roadway Equipment Helper

GROUP 26: TRACK SUBDEPARTMENT (See Side Letter No. 3)

- (a) System Extra Gang Foreman
- (b) System Assistant Extra Gang Foreman
- (c) System Gang Track Machine Operator
- (d-1) System Gang Truck Operator Foreman
- (d-2) System Gang Semi-Truck Operator
- (d-3) System Gang Truck Operator/Bus
- (e) System Extra Gang Laborer:
 - Special Power Tool Machine Operator (SPTMO)
 - Roadway Power Tool Machine Operator (RPTMO)
 - Roadway Power Tool Operator (PTO)
 - Track Laborer

GROUP 27: TRACK SUBDEPARTMENT (See Side Letter No- 4)

- (a-1) System In-Track Welding Foreman
- (a-2) System Welding Foreman Arc/Thermite
- (b) System Arc/Thermite Track Welder
- (c) System Track Welder Machine
- (d) System Track Welder Helper

APPENDIX “T”

(B) UPRR division/district personnel who did not have seniority in Group 20, 26, or 27 prior to January 1, 1998, will be given a seniority date of 1-1-98 and dovetailed onto the rosters identified in Section 2 (A), as applicable. UPRR division/district personnel hired subsequent to January 1, 1998, who do not have seniority in Group 20, 26, or 27 prior to June 1, 1998, will be given a seniority date of 6-1-98 and dovetailed onto the rosters identified in Section 2(A), as applicable. The ranking order of these Section 2(B) employees will be determined by ranking the employees with the superior home division/district seniority dates from corresponding rosters first.

(C) In the event two or more employees from different seniority rosters have identical seniority dates on the consolidated roster, preference on ranking order will be given to the employee with the senior hire date in the Maintenance of Way Department. If the matter is left unresolved at that point, the ranking order will be determined on the basis of relative age of the employees involved by ranking the oldest employee senior.

Section 3.

(A) All employees listed on the combined rosters established under Section 2 will have their hire date in the Maintenance of Way Department listed next to their seniority date. Further, these employees will also have their division/district seniority dates listed that qualified them to be placed on such combined rosters. The UPRR, D&RGW, WPRR and SPRR employees will have a “home road” designation listed next to their name to reflect the railroad on which they were hired and/or hold other Maintenance of Way Department seniority. C&NW employees will have a “home road/region”² designation listed next to their name to reflect the home road and region on which they were hired and/or hold other Maintenance of Way Department seniority. The following are the home road/region designations that will be used and an example of the information that will be shown for each employee on the roster:

<u>Railroad</u>	<u>Home Road Designation</u>
UPRR	U
C&NW	C(E) or C(W)
SPRR	S
WPRR	W
DRGW	D

² C&NW home region territories are “C(E)” which represents Districts 3, 8 and 9, and “C(W)” which represents Districts 2, 4 and 7.

EXAMPLE

<u>DESIGNATION</u>	<u>NAME</u>	<u>SOCIAL SECURITY</u>	<u>SENIORITY DATE</u>	<u>HIRE DATE</u>	<u>QUALIFYING DATE</u>
S	BROWN JC	520-48-0901	7-16-73	2-8-71	7-16-73

(B) All employees hired subsequent to June 1, 1998, to fill Group 20, 26 or 27 positions will establish seniority on the applicable system seniority roster, pursuant to Rule 15 (a) of the UPRR/BMWE Collective Bargaining Agreement. Such employees will have a home road designation listed next to their name on the roster which will reflect the railroad territory upon which their employment commenced.

(C) Employees hired for a division or district assignment subsequent to June 1, 1998, who later establish seniority in Group 20, 26 or 27, will have a home road designation listed next to their name that reflects the railroad territory where division or district seniority is held.

(D) Home road designations for employees who possess Group 20, 26 or 27 seniority will only be changed when the employees establish division or district seniority on a railroad territory other than that formerly designated. In such cases, the home road designation on the roster(s) will be changed to reflect the railroad territory where division or district seniority is established. This language does not prohibit employees from holding seniority on more than one home road. No employee, however, will be allowed to hold seniority on more than two (2) home roads.

(E) Employees regularly assigned to Group 20, 26 or 27 positions will not be subject to force assignment to a position on any home road territory. Employees holding seniority on two (2) home roads, who are not assigned to a Group 20, 26 or 27 position, will be considered as furloughed employees of the home road(s) upon which they are not filling an assignment.

Section 4.

(A) When employees with home road designations and seniority dates of June 1, 1998 or earlier apply for bulletined Group 20, 26, and 27 positions, assignments will be handled as follows:

- (1) When bids are received from only C, S, W, and/or D designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (2) When bids are received from only U designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.

APPENDIX "T"

(3) When bids are received from U designated employees, as well as C, S, W, and/or D designated employees, the senior U designated applicant and the senior employee among the C, S, W, and D designated applicants will be identified, and the employee with the senior hire date will be assigned.

(B) The exercise of seniority displacement rights by these employees will be controlled by the same principles explained in Section 4(A).

Section 5.

(A) Employees covered by this agreement with a seniority date of 1-1-98 or earlier may fill Group 20, 26, or 27 positions that have assembly points outside their home road and/or region territory, however, such employees will not be required to do so to protect seniority and benefits under this or any other agreement. Further, such employees of the UPRR, WPRR, D&RGW and SPRR will not be force assigned or recalled to positions with an assembly point outside their home road territory; and such employees of the C&NW will not be force assigned or recalled to positions with an assembly point outside their home region territory.

(B) Employees with a seniority date of 1-1-98 or earlier assigned to Group 20, 26 or 27 positions who are not agreeable to moving with their assignment and having an assembly point off their home road/region territory, must personally notify their supervisor at least ten (10) working days prior to their assignment leaving their home road/region territory. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. Employees, who do not provide such notice, may be required to travel and assemble for work off their home road/region territory and release from their assignment would, then, be controlled by (C) below, or the normal provisions of the Collective Bargaining Agreement. (See Side Letter No. 5)

(C) Employees with a seniority date of 1-1-98 or earlier assigned to Group 20, 26 or 27 positions, who did not vacate their assignment under Section 5. (B), may vacate their assignment under this provision and exercise seniority if their assembly point is located off their home road/region territory and is in excess of five hundred (500) normal roadway traveled miles from their respective home station by the most direct route. Such employees must personally provide ten (10) working days notice to their supervisor before vacating their assignment. If given orally, written confirmation of same will be promptly furnished and, in any event, before the employees vacate their assignment. If prior to vacating their assignment the assembly point is changed to a location which is not outside their home road/region territory, or the employees involved rescind their notice to the supervisor in writing, the employees' notice and scheduled departure will be canceled. While it is recognized the employees must be released no later than the close of shift of the tenth (10th) work day after notice has been given, the supervisor and the employee involved may agree to a date of release prior thereto.

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For the application of this provision only, the term "home station" means the employee's residence except in instances where the residence is located off-line or off the employee's home road/region territory in which case the home station will be an on-line station identified in the Carrier's timetable that is within the employee's home road/region territory and nearest the employee's point of residence. (See Side Letter No. 6)

(D) Employees who apply for and accept positions or exercise seniority to positions off their home road/region territory, may not vacate their assignment as specified in paragraph (C).

(E) Employees, who vacate their assignment under this section and choose to exercise seniority, will be restricted to exercising seniority displacement rights in accordance with the applicable agreement to positions that have assembly points within their home road/region territory.

Section 6.

(A) Except as provided in Sections 4. And 5., all new Group 20, 26 or 27 positions or vacancies that are to be filled, will be bulletined and assigned in accordance with Rule 20 of the UPRR/BMWE Collective Bargaining Agreement. In connection with employees seeking promotion and their first assignment/seniority date in Group 20, 26 or 27, it is agreed such bulletined positions will be assigned to the applicant with the senior date in the Maintenance of Way Department who possesses sufficient fitness and ability. These assignments will be made without regard to the home road on which such seniority is held.

(B) Except as provided in Section 4. And 5., employees filling Group 20, 26 or 27 assignments whose position is abolished or who are displaced will be governed by Rule 21 of the UPRR/BMWE Collective Bargaining Agreement, if they choose to exercise seniority to fill a Group 20, 26 or 27 position thereafter. In all other cases, employees will be governed by the Collective Bargaining Agreement of the home road territory to which seniority is exercised.

(C) Employees assigned to system-type operations identified in Section 2(A) will be governed by Rule 22 of the UPRR/BMWE Collective Bargaining Agreement for the purpose of seniority retention on system seniority rosters.

(D) Rule 23 of the UPRR/BMWE Collective Bargaining Agreement will be amended to read as follows and all employees possessing Group 20, 26 or 27 seniority will be governed by Rule 23 (a), (b), (d), (e) and (f). (See Side Letter No. 7.)

RULE 23 – RESTORATION OF FORCE

(a) Furloughed employees assigned to positions pursuant to Rule 20 (E) must return to service in the seniority class to which recalled within seven (7)

APPENDIX "T"

calendar days after receiving a recall notice in writing by certified mail at the last address of record.

- (b) A furloughed employee's failure to report within the time requirements of (a) for a Group 20, 26 or 27 assignment will result in the forfeiture of all seniority in Group 20, 26 and 27.
- (c) A furloughed employee's failure to report within the time requirements of (a) for an assignment in any group not identified in (b) will result in the forfeiture of all seniority in the Maintenance of Way Department. (This paragraph (c) does not apply to C&NW, D&RGW, SPRR and WPRR employees)
- (d) The forfeiture of seniority requirements of (b) and (c) will not be applied if satisfactory reason for not reporting in a timely fashion is given, or an extension of the time limit specified in (a) is agreed to by the Director Labor Relations and General Chairman involved. Satisfactory reason for failing to report has reference to sickness or other reasons over which the employee has no control.
- (e) Employees regularly assigned to a lower class who are recalled to a higher seniority class must return to such higher class at the first opportunity or forfeit seniority therein. Such employees will be released to report to the higher class position on the first day of the assignment's regular work week or as soon as provisions can be made, but, in no event, will the employee be held on the former position for more than ten (10) calendar days from date of assignment.
- (f) Furloughed employees returning to service to accept Maintenance of Way Department Group 20, 26 or 27 assignments who have at least five (5) days unused vacation entitlement, will, upon request, be issued a loan voucher in the amount of \$100, \$200 or \$300 to facilitate their return to service. Such loans will be interest free and deductions for repayment of at least \$50 from the borrowing employees' pay vouchers will be made commencing with the employees' second pay voucher issued subsequent to their return to service. Deductions greater than the fifty dollar minimum may be authorized by the employees.

Employees receiving such loans who have no more than five (5) days unused vacation remaining in the calendar year, will not be allowed to take vacation time until the loan repayment is complete. If for whatever reason, the loan repayment is not complete by the end of the calendar year, the unpaid portion of the loan will be deducted from the employee's payment for the year's unused vacation time.

Section 7.

(A) Employees filling any Group 20, 26 or 27 position(s) for a period of six (6) months or more as specified hereinafter, will receive one dollar (\$1.00) for each hour they received straight time compensation during the entire six-month period and beyond as applicable. This one dollar (\$1.00) allowance is not subject to future general wage increases or cost of living allowances unless agreed to otherwise. (See Side Letter No. 8.)

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

- (1) such employees continue to fill a Group 20, 26 or 27 position,
- (2) such employees do not apply for and accept assignment to a bulletined position of a lower rate of pay than that vacated; and
- (3) such employees do not apply for and accept assignment on another gang for a bulletined position of the same rate of pay as that vacated.

(C) Employees assigned to a Group 20, 26 or 27 position who are displaced by senior employees or as a result of their position being abolished may:

- (1) elect to receive one dollar (\$1.00) for each hour they received straight time compensation during the period they satisfied the eligibility requirements of this section even though the period involved may be less than six (6) months; or
- (2) exercise seniority pursuant to Rule 21 of the UPRR/BMWE Collective Bargaining Agreement to another Group 20, 26 or 27 position and all time of the former position and the new position will be bridged for purposes of receiving payment under this section.

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

(D) Payment for a qualifying six-month period will be made within sixty (60) days of the end of that period. Payment for any time during which an employee continues to satisfy the eligibility requirements of this section following and continuous with a qualifying six-month period will be made semi-monthly with the issuance of the employee's regular pay vouchers. Employees electing to receive payment under (C)(1) will be required to make written application to:

Assistant Director NPS

Union Pacific Railroad Company
1416 Dodge Street PNG 06
Omaha, Nebraska 68179

Applications, which will be supplied by the Carrier, must specify the beginning and ending dates of the period for which payment is requested. Payments under (c) (1) will be made within sixty (60) days of the date the employee makes written application.

Section 8.

Respective rates of pay for positions assigned to the system operations listed herein will be established at the highest prevailing rates being allowed Maintenance of Way employees filling similar respective assignments on the UPRR, SPRR, WPRR, C&NW, or D&RGW Rates of pay established under this provision will be subject to all future general wage increases, including cost of living allowances (COLAs).

Section 9.

All service performed by employees on any of the territories identified in this Agreement which is part of their continuous employment relationship in the Maintenance of Way Department will be combined for vacation, personal leave, entry rates and other present or future benefits that are granted on the basis of qualifying time of service in the same manner as though all such time had been spent in the service subject to one Collective Bargaining Agreement.

Section 10.

(A) Implementation of this Agreement, as it relates to C&NW employees and territory, will not occur until:

- (1) the Carrier and the Union agree, in writing, that they have reviewed and approved the seniority rosters for distribution;
- (2) such rosters have been distributed pursuant to Rule 17 of the UPRR/BMWE Collective Bargaining Agreement prior to implementation subject to a ninety-day employee seniority protest period that will commence on the implementation date of this agreement; and
- (3) A complete copy of this Implementing Agreement and the current UPRR/BMWE Collective Bargaining Agreement is printed and distributed to all UPRR, SPRR, WPRR, D&RGW and C&NW employees possessing Group 20, 26 and 27 seniority. (Employees who already possess a copy of a UPRR/BMWE Collective Bargaining Agreement, need not be furnished another one by the Carrier.)

(B) The Carrier and Union's review of the seniority rosters and the agreement specified in (A) (1), deals with how the rosters have been assembled and not the data shown for each employee which will be subject to protest by each employee pursuant to (A) (2). Additionally, there will be no restrictions on further protests submitted during the normal seniority protest period scheduled for 1999 with regard to the consolidated listing of the employees with their seniority and ranking on the Group 20, 26 and 27 seniority rosters.

Section 11.

(A) Since none of the employees of the SPRR, WPRR, D&RGW, C&NW and those identified in Section 2(B) possessed seniority in Group 20, 26 or 27 prior to the effective date of this agreement, and because such employees may not have desired to possess same, these employees will be given a one-time opportunity to voluntarily relinquish all seniority awarded them as a result of this agreement. Such employees electing to exercise this option must, within ninety (90) calendar days following the implementation date of this agreement, send written notification of their decision to relinquish the newly acquired Group 20, 26 and 27 seniority to:

Assistant Director NPS
Union Pacific Railroad Company
1416 Dodge Street PNG06
Omaha, Nebraska 68179

(B) Subsequent to January 1, 1998, some employees have voluntarily relinquished the Group 20, 26 and 27 seniority awarded to them under the New York Dock arbitration award of October 15, 1997. Due to the changes outlined in this agreement, such employees will be given a one-time opportunity to reinstate that seniority. Employees electing to exercise this option must, within the same ninety-day period outlined in (A), send written notification to the Carrier officer identified above of their decision to reinstate their seniority. Those who do not exercise this option will receive no other opportunity to reinstate that seniority. Future establishment of Group 20, 26 or 27 seniority will be governed by the applicable terms of UPRR/BMWE Collective Bargaining Agreement.

(C) It is understood that the employees awarded a seniority date of 1-1-98 or earlier as a result of this agreement who do not elect to retain Group 20, 26 and 27 seniority pursuant to (A) or (B) of this section, will not, as a result thereof, impair or jeopardize any protection or benefits to which they may now and in the future be entitled under any protective conditions or agreement.

Section 12.

(A) The New York Dock employee protective conditions will be applicable to this transaction. There will be no duplication of benefits by an employee under this Agreement

APPENDIX "T"

and any other agreements or protective arrangements.

(B) If employees are entitled to protection as a result of this transaction, the following will apply,

- (1) Not later than the twenty-fifth day of the month following the month for which benefits are claimed, each "dismissed" employee will provide the Carrier with the following information for the month in which he/she is entitled to benefits;
 - (a) the day(s) claimed by such employee under any unemployment act, and
 - (b) the day(s) each employee worked in other employment, the name(s) and addresses of the employer(s) and the gross earnings made by the employee in such other employment.
- (2) If dismissed employee has nothing to report under this Section account not being entitled to benefits under any unemployment insurance and having no earnings from other employment, such employee will submit, within the time period provided for in Section 12(B)(1), the appropriate form stating "Nothing to Report." This can be submitted by letter or on Form 32179 provided by the Carrier. The claim is to be submitted to:

Supervisor Protection Administration
1416 Dodge Street, MC PNG 06
Omaha, Nebraska 68179

- (3) The failure of any dismissed (furloughed) employee to provide the information required in this Section will result in the withholding of all protective benefits for the month in question pending receipt of such information for the employee.
- (4) Any "displaced" employees will file an initial claim with the Supervisor Protection Administration at the address set forth in Section 12(B)(2) above. If an employee is determined to be eligible for displacement allowances, the employee will be paid a differential allowance for each month in which he/she is entitled. Such employee need not file any additional forms unless he/she becomes furloughed. In such an event, the employee will be subject to the requirements of a dismissed employee as set forth above.

Section 13.

This Agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Further, this agreement represents final settlement of all notices served to this date under the New York Dock Conditions concerning the extension of the seniority territory for all UPRR system gangs and resolution of all disputes associated with the October 15, 1997 arbitral award connected thereto. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 12 will be handled directly between the General Chairman and Director of Labor Relations.

Section 14.

The parties will not refer to this Agreement or any part of it in any subsequent judicial or administrative proceedings, negotiations or any other forum other than those concerned with adjudicating disputes arising under this Agreement. This agreement will become effective on the 1st day of August, 1998.

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998.

Concern exists that by listing the specific types of system gang operations in Section I of the implementing agreement, disputes may arise concerning the performance of gauging work by system gangs. To clarify this issue, it is agreed that the performance of gauging work by system gangs is acceptable when:

- (1) It is directly connected to and within the limits of system steel, curve, or switch replacement projects, or system new construction work
- (2) It is being done in immediate preparation for a system tie renewal project
- (3) The class of track is being upgraded necessitating more spikes in the tie plates.

All other gauging work will be performed as normal by local maintenance forces.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

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General Chairman/BMWE
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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW, and D&RGW territories effective June 1, 1998.

During our discussion of this matter, it was agreed C&NW seniority, based upon C&NW Rule 2, will be dovetailed in the appropriate UPRR System Gang seniority rosters, as shown in the current UPRR Appendix X, in the following manner:

<u>C&NW CLASSIFICATION</u>	<u>UPRR GROUP</u>	<u>UPRR CLASSIFICATION</u>
Track Foreman	Group 26(a)	System Gang Foreman
Assistant Track Foreman	Group 26(b)	System Asst Extra Gang Foreman
Class A&B Track Machine Operators (Superior Date Only)	Group 26(c)	System Track Machine Opr
Common Machine Operator*	Group 26(d-2)	System Gang Semi-Truck Opr
Truck Driver (Track)	Group 26(d-3)	System Truck Operator/Bus

1. Only those Common Machine Operators who were licensed to operate, and were at one time assigned by bulletin to a low boy semi-trailer truck.

APPENDIX "T"
Side Letter No. 2

Trackman Spcl Power Tool Mach Opr Rdwy Power Tool Mach Opr Rdwy Power Tool Opr Track Laborer	Group 26(e)	System Extra Gang Laborer
Common & System Operators (Superior Date only)	Group 20(a)	Roadway Equipment Opr
Common & System Operators (Superior Date Only)	Group 20(c)	Roadway Equipment Helper
Track Welder	Group 27(b)	Track Welder
Track Welder Helper	Group 27(d)	Track Welder Helper

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,

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General Chairman/BMWE
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General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

In connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, it is agreed to revise Group 26 as follows:

Group 26

- (a) System Gang Foreman
- (b) System Gang Assistant Foreman
- (c) System Gang Track Machine Operator
- (d-1) System Gang Truck Operator Foreman
- (d-2) System Gang Semi Truck Operator
- (d-3) System Gang Truck/Bus Operator
- (e) System Extra Gang Laborer:
 - Special Power Tool Machine Operator (SPTMO)
 - Roadway Power Tool Machine Operator (RPTMO)
 - Roadway Power Tool Operator (PTO)
 - Track Laborer

Seniority rosters for Group 26(a), (b), (c), (d-3) and (e) as established by the Implementing Agreement will remain unchanged.

APPENDIX "T"
Side Letter No. 3

The initial seniority roster for the new Class (d-1), System Gang Truck Operator Foreman, will be established by dovetailing the seniority dates of all employees who retain seniority on any comparable Truck Operator Foreman seniority rosters from the UPRR, SPWL, WPRR, D&RGW, and C&NW prior to the effective date of this Agreement. In the event two or more employees from different seniority rosters have identical seniority dates, the employees will be ranked first by service dates within the (BMWE) craft, then, if the service dates are the same, on the basis of relative age of the employees involved by ranking the oldest employee senior. This will not affect the respective ranking of employees with identical seniority dates on their former seniority rosters.

It was also agreed that there would only be one position of System Gang Truck Operator Foreman assigned to each System Gang.

The initial seniority roster for the new Class (d-2), System Gang Semi Truck Operator, will be established by dovetailing the seniority dates of all employees who retain seniority on comparable Semi Truck Operator seniority rosters from the UPRR SPWL, WPRR, D&RGW and C&NW prior to the effective date of this Agreement. In the event two or more employees from different seniority rosters have identical seniority dates, the employees will be ranked first by service dates within the BMWE craft, then, if service dates are the same, on the basis of relative age of the employees involved by ranking the oldest employee senior. This will not affect the respective ranking of employees with identical seniority dates on their former seniority rosters.

In addition to semi trucks with standard trailers, an employee assigned to a Class (d-3) position pulling a trailer, and associated with System Gang assignments, which requires a Class A Commercial Drivers License (CDL) will also be bulletined and assigned to Class (d-2).

System Gang Group 26 (d-2) Semi-Trailer Truck Operator assignments will only encompass work associated with the system gang operations identified in Section 1 of the Implementing Agreement. Such assignments will not involve work of the current Group 15 (b) Semi-Trailer Truck Operators associated with, but not limited to, System Work Equipment Shops and System Material Stores.

Where the provisions of this Agreement conflict with the terms of any other agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement.

APPENDIX "T"
Side Letter No. 3

This Agreement will remain in effect until canceled, modified or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

In connection with the recent discussions concerning the Implementing Agreement for the consolidation of System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, and our discussions concerning the employees assigned and working in the various Welder Classifications, it was agreed to revise and establish additional classes within Group 27 as follows:

Group 27

(a-1) System In-Track Welding Foreman	18.73	28.10
(a-2) System Welding Foreman Arc/Thermite	18.73	28.10
(b) System Arc/Thermite Track Welder	17.17	25.76
(c) System Track Welder-Machine	16.36	24.54
(d) System Track Welder Helper	15.12	22.68

All welding positions will be bulletined and assigned under Seniority Group 27 for System Gang operations. Employees who have been assigned to Welding positions in Seniority Group 26 and employees who have established Division or District Welding seniority will be dovetailed into Group 27 Welding Classifications. In addition, the position of System Welding/Glue Gang Foreman in Group 26 will be eliminated.

As a result of our discussions, it was agreed the Consolidated System Gang Rosters in Group 27 will be revised as follows:

(a-1) System In-Track Welding Foreman

No change.

(a-2) System Welding Foreman Arc/Thermite

- (1) All Group 26 System Gang Foreman with System Field Weld-Glue Gang qualifications with the "U" designation will have their seniority dates dovetailed to Group 27(a-2).
- (2) All employees with the designation of "S" or "W" who possess seniority as a Welder Foreman on a Southern Pacific Western Lines or former Western Pacific seniority roster, respectively, will have their seniority dates dovetailed to Group 27(a-2).
- (3) All employees with the designation of "D" who possess seniority as a Welder Foreman on a Denver and Rio Grande Western seniority roster will have their seniority dates dovetailed to Group 27(a-2).
- (4) All employees with the designation of "C" who possess seniority as a Welder Foreman on a Chicago and North Western seniority roster will have their seniority dates dovetailed to Group 27(a-2).
- (5) All employees who possess seniority in Group 14(a) on a Union Pacific Division Seniority Roster, but did not possess a Group 26(a) seniority date with Welder Foreman qualifications, prior to the effective date of the Implementing Agreement will be dovetailed to the Group 27(a-2). Seniority roster with a January 1, 1998 seniority date.

(b) System Arc Welder/Thermite Welder

- (1) All Union Pacific Group 26(a) System Gang Laborers who possess a qualification as a Thermite Welder or Arc Welder with the "U" designation will have their Laborer seniority dates dovetailed to Group 27(b)
- (2) All employees with the designation of "S" or "W" who possess seniority as a Welder on a Southern Pacific Western Lines or former Western Pacific seniority roster, respectively, will have their seniority dates dovetailed to Group 27(b)

APPENDIX "T"
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- (3) All employees with the designation of "D" who possess seniority as a Welder on a Denver and Rio Grande Western seniority roster will have their seniority dates dovetailed to Group 27(b)
 - (4) All employees with the designation of (c) who possess seniority as a Welder on a Chicago and North Western seniority roster will have their seniority dates dovetailed to Group 27(b)
 - (5) All employees who possess seniority in Group 14(b), (c) or (d) on a Union Pacific Division Seniority Roster, but did not possess a Group 26(e) seniority date with Arc Welder or Thermite Welder qualifications prior to the effective date of the Implementing Agreement, will be dovetailed to the Group 27(b) seniority roster with a January 1, 1998 seniority date.
- (c) System Track Welder-Machine:
- No change.
- (d) System Welder Helper:
- (1) All Union Pacific Group 26(e) System Gang Laborers who possess a qualification as a Welder Helper with the "U" designation will have their Laborer seniority dates dovetailed to Group 27(d)
 - (2) All employees with the designation of "S" or "W" who possess seniority as a Welder Helper on a Southern Pacific Western Lines or former Western Pacific seniority roster, respectively, will have their seniority dates dovetailed to Group 27(d)
 - (3) All employees with the designation of "D" who possess seniority as a Welder Helper on a Denver and Rio Grande Western seniority roster will have their seniority dates dovetailed to Group 27(d)
 - (4) All employees with the designation of "C" who possess seniority as a Welder Helper on a Chicago and North Western seniority roster will have their seniority dates dovetailed to Group 27(d)
 - (5) All employees who possess seniority in Group 14(g) on a Union Pacific Division Seniority Roster, but did not possess a Group 26(e) seniority date with Welder Helper qualifications prior to the effective date of the Implementing Agreement, will be dovetailed to the Group 27(d) seniority roster with a January 1, 1998 seniority date.

APPENDIX "T"
Side Letter No. 4

In the event two or more employees from different seniority rosters have identical seniority dates, the employees will be ranked first by service dates within the BMWWE craft, then, if service dates are the same, on the basis of relative age of the employees involved by ranking the oldest employee senior. This will not affect the respective ranking of employees with identical seniority dates on their former seniority rosters.

Employees who only possessed seniority in the Welding Classifications prior to January 1, 1998 will only be given seniority dates on the classifications within Group 27 on the Consolidated System Rosters. Such employees, who had been accorded a seniority date within the Group 26 Consolidated System Rosters, will have their seniority dates removed from the Group 26 Consolidated System Rosters unless seniority in other classifications of Group 26 has been established subsequent to January 1, 1998.

In connection with this Agreement, it is understood that work associated with Group 27 assignments will only encompass work in conjunction with installation or renewal of rail by System Gangs (i.e. Steel Gangs, Curve Gangs, Switch Gangs, Concrete Tie Gangs, New Construction Gangs).

Where the provisions of this Agreement conflict with the terms of any other agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

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General Chairman/BMWE
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General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on the UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998.

In connection with our discussions regarding Section 5. (B), concern was raised regarding its application for an employee accepting a Group 20, 26 or 27 position assembling within his home road/region territory that is leaving that territory in less than ten (10) working days from the date of his arrival on the gang.

It was agreed that in such a case involving an employee who is not agreeable to moving with his assignment and having an assembly point outside his home road/region territory, such employee will be allowed to vacate his assignment when it leaves his home road/region even though he was unable to provide the ten (10) working days notice specified in Section 5. (B).

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly

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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on the UPRR, WPRR, SPRR, C&NW, and D&RGW territories effective June 1, 1998.

Under Section 5.(C), the following provision exists:

"For the application of this provision, the term 'home station' means the employee's residence except in instances where the residence is located off-line or off the employee's home road/region territory in which case the home station will be an on-line station identified in the Carrier's timetable that is within the employee's home road/region territory and nearest the employee's point of residence."

Concern was raised that an employee's home station as defined above could change without relocating his point of residence when trackage upon which his home station is located has been abandoned, leased or sold.

In consideration of this fact and concern, it is agreed an employee's home station will not change when trackage upon which his home station is located has been abandoned, leased or sold. The employee's home station will change only when his point of residence is relocated. For those employees who accept a relocation allowance in connection with an abandonment, lease or sale of trackage, the above provision of Section 5.(C), will be applicable.

This understanding applies to all past and future abandonments, leases and sales of trackage, except for those which occurred prior to an employee entering service.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly

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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to our discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, and the rules relative to recall to Group 20, 26 or 27 positions under the terms of the Collective Bargaining Agreement.

During our discussions, it was agreed that a standard letter for the recall of employees to Group 20, 26 or 27 positions on the Consolidated System Gangs would be utilized. Therefore, the following letter will be utilized for recall purposes:

Certified Mail
Return Receipt Requested

Mr. _____
SSN _____
Address _____
City, State, Zip Code _____

In accordance with the provisions of the Implementing Agreement for the establishment of Consolidated System Gangs, you are hereby recalled to Consolidated System Gang service as a _____ with headquarters of _____, on Gang Number _____, effective _____, _____. The starting time of the Gang is _____ M.

Per the terms of the Agreement, if you are a furloughed employee, you must return to service within seven (7) calendar days after receipt of this notice or you will be considered as having forfeited all seniority you have in Groups 20, 26 and 27.

APPENDIX "T"
Side Letter No. 7

If you are regularly assigned in a lower classification and being recalled to a higher classification, you must return to such higher class at the first opportunity or forfeit seniority in the classification to which you are being recalled. Normally, you will be released from your former position to report on the first date of the assignment's regular workweek, or as soon as provisions can be made. Your Supervisor or Manager may hold you on your former position for no more than ten (10) calendar days from the date of assignment.

You should immediately contact my office to advise of your intentions at Telephone 1-800-____ - _____. Any questions concerning your recall should likewise be directed to the above telephone number. You also should immediately contact this office to determine if you will require a physical examination in accordance with the "Union Pacific Railroad Medical Rules".

Assistant Director NPS
Mail Code PNG06
1416 Dodge Street
Omaha, Nebraska 68179-0001

Also, where the provisions of this Agreement conflict with the terms of any other agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth with the parties understanding in this regard please affix your signature in the space provided hereinafter.

Yours truly

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Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, D&RGW and C&NW territories effective June 1, 1998, specifically Section 7. Which deals with the payment of one dollar (\$1.00) for each hour Group 20, 26 and 27 employees received straight time compensation during a qualifying six-month period and beyond, as applicable.

It is agreed that the provisions of Section 7. Of the June 1, 1998 Implementing Agreement will replace Section 7. Of the imposed Implementing Agreement of October 15, 1997 effective January 1, 1998. Further, the provisions of the new Section 7. Will be applied retroactively with an effective date of January 1, 1998.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signatures in the spaces provided below.

Yours truly

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Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Gentlemen:

This is in connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMW Collective Bargaining Agreement, specifically Section 2 of that Agreement.

In our discussions, the concern was expressed relative to the Union Pacific employees who were transferred to the Southern Pacific Western Lines (hereinafter referred to as SPRR) Los Angeles Seniority Division and who also retained UPRR seniority pursuant to the Agreement dated September 30, 1997. These employees, prior to their transfer, had the opportunity to bid positions on Union Pacific System Gangs and establish seniority pursuant to the Union Pacific BMW Collective Bargaining Agreement. Prior to the Implementing Agreement effective January 1, 1998 SPRR employees were assigned to System or Regional Gangs based on their Division seniority dates. It was apparent that dovetailing these transferred employees into the Consolidated System Rosters as SPRR employees would be improper because of their retention of UPRR Division and District seniority.

Therefore, it was agreed that employees who transferred to the SPRR from the UPRR pursuant to the September 30, 1997 Agreement would be considered part of the group of employees identified under Section 2.(B) of the Implementing Agreement for the establishment of Consolidated System Gangs. Further, these employees will retain the home road designation of "U" as outlined in Section 3 of the Implementing Agreement. Such handling, which may result in the changing of a seniority date will not be subject to further protest and the Carrier will not be liable for any claims or seniority protests arising out of the changes made pursuant to this Agreement.

If the foregoing correctly sets forth the understandings reached in conference, please sign in the space provided below.

Yours truly,

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UNION PACIFIC RAILROAD COMPANY

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General Chairman/BMWE
P. O. Box 850
100 East Sage Street
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Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998, specifically Section 2 of that Agreement.

In our discussions, concern was expressed relative to the Chicago & North Western Employees whose seniority was dovetailed into the Union Pacific Nebraska Division and Eastern District seniority rosters and who also retained C&NW District 4 seniority pursuant to the Agreement dated May 14, 1997 and effective June 1, 1997.

It was agreed that such C&NW District 4 employees would be considered part of the group of employees identified under Section 2.(A) and 2.(B) of the Implementing Agreement for the establishment of Consolidated System Gangs. These employees will require dovetailing in the Group 20, 26 and 27 rosters with both "CW" and "U" designations where applicable. Such designation on the seniority roster will be indicated as "CU"

Further, it was agreed that such employees in active service making application for Group 20, 26 and 27 positions would be considered according to the designation reflecting the respective Collective Bargaining Agreement they are employed under at the time of application. Such employees in furlough status making application for a Group 20, 26 and 27 position would be considered according to the designation reflecting the respective Collective Bargaining Agreement they were employed under prior to furlough.

In applying Section 2(J) of the Agreement dated May 14, 1997, it was agreed any District 4 employees who are working on Consolidated System Gangs on January 1, 2003 would retain both "CW" and "U" (CU) designations until such time they return to employment on a District or Division assignment. The "home road" designation would then reflect the applicable railroad territory.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

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45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to our discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working under the Union Pacific BMWE Collective Bargaining Agreement, and the rules relative to recall to positions under the terms of the Collective Bargaining Agreement.

Pursuant to Rule 23 of the Collective Bargaining Agreement recalls to higher rated positions, in most cases, has been based on the higher rate of pay. The language of the Implementing Agreement states, "*Respective rates of pay for positions assigned to the system operations listed herein will be established at the highest prevailing rates being allowed Maintenance of Way employees filling similar respective assignments...*". As a result of incorporating this language, certain positions within a Group or classification were established with a higher rate of pay than previously paid. Concern was expressed that the Carrier would recall employees to the Consolidated System Gangs from like positions due to the new rates of pay.

Therefore, it was agreed that employees will not be recalled to like classifications which now have different rates of pay (i.e. Track Machine Operator to Track Machine Operator). For example, in applying this Understanding, the Carrier will not recall a TKO Operator to a Ballast Regulator Operator position when it is necessary to assign positions pursuant to Rule 20 (e).

Where the provisions of this Agreement conflict with the terms of the current Collective Bargaining Agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement.

APPENDIX "T"
Side Letter No. 11

This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998.

Concern was raised that while Section 4. Of the Implementing Agreement satisfactorily dictates which employees will receive preference on most assignments in the exercise of seniority (i.e. bidding & bumping), it was determined Section 4. was not suitable for controlling Group 26(d-3) Truck Operator assignments. The problem stems from the fact that D&RGW employees have no such classifications or seniority for same under the terms of their Collective Bargaining Agreement.

In view of this fact and concern, it is agreed that D&RGW employees who possess DOT/CDL Non-Semi-Trailer Truck Operator qualifications and Track Subdepartment seniority on the effective date of the Implementing Agreement, and were at one time assigned to an Extra Gang or Roadmaster District Truck Operator position after their last hire date, will be given a Group 26(d-3) seniority date identical to the effective date of the Implementing Agreement and ranked with other D&RGW employees added to the roster in the order of their earliest seniority date in the Track Subdepartment. Further, all Group 26(d-3) assignments will be handled as follows:

(A) BIDDING

- (1) When bids are received from only "C", "S", and "W" designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.

- (2) When bids are received from only "U" designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (3) When bids are received from only "D" designated employees, the employee listed on the applicable seniority roster with the superior seniority date/ranking will be assigned.
- (4) When bids are received from designated employees of more than one of the groups listed under (1), (2) and (3), the senior applicant of each group will be identified, and the employee with the senior hire date will be assigned.

(B) BUMPING

The exercise of seniority displacement rights by these employees will be controlled by the same principles explained in (A).

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

Mr. David D. Tanner
General Chairman/BMWE
P. O. Box 850
100 East Sage Street
Lyman, Wyoming 82931

Mr. David E. McMahon
General Chairman/BMWE
Alhambra-Jay Building
930 Alhambra Blvd., Suite 260
Sacramento, California 95816-4426

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Mr. William F. Gulliford
General Chairman/BMWE
1010 South Joliet Street, Suite 106
Aurora, Colorado 80012-3150

Gentlemen:

This is in reference to the Implementing Agreement providing for the consolidation of system gang operations on UPRR, WPRR, SPRR, C&NW and D&RGW territories effective June 1, 1998, specifically Section 2(B).

During our discussions of the Seniority Rosters for the employees accorded a January 1, 1998 seniority date in Groups 20, 26 and 27 we determined the Carrier Gang Management System could only accommodate 999 names with a common or like seniority date. With the number of employees being granted a common seniority date in any classification in a Group, it was agreed the remaining employees with the common seniority date of January 1, 1998 in any classification would be listed and ranked on the applicable seniority roster with a seniority date of January 2, 1998. It was agreed employees who have the January 2, 1998 seniority date will be treated, for the purposes of this Implementing Agreement, as possessing a January 1, 1998 seniority date.

As the roster adjusts itself in the future, for whatever reason, the Carrier will periodically change the January 2, 1998 seniority dates to January 1, 1998 seniority dates until such time as the January 2, 1998 seniority dates are eliminated through attrition. No seniority rankings will be changed as a result of this adjustment in seniority dates.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space below.

Yours truly

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Dear Sir:

In connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working on the UPRR, SPWL, D&RGW and C&NW territories under the Union Pacific BMWE Collective Bargaining Agreement.

In our discussions we addressed the Chicago & North Western (C&NW) Seniority District 3 and Seniority District 8 employees whose seniority was previously dovetailed into the Seniority District 9 seniority rosters while retaining C&NW Seniority District 3 or Seniority District 8 seniority rights pursuant to the terms of the Agreement effective January 25, 1993.

It was agreed that in applying Section 5 of the Agreement effective January 25, 1993, any Seniority District 3 or Seniority District 8 employees who are working on Consolidated System Gangs on January 24, 1999 and who still retain seniority on a Primary and Secondary Seniority District will be considered as working on their Primary Seniority District and will have their seniority dates removed from the Secondary Seniority District Rosters.

Where the provisions of this Agreement conflict with the terms of the current Collective Bargaining Agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly

SIGNATURES NOT REPRODUCED

UNION PACIFIC RAILROAD COMPANY

Mr. Leon R. Fenhaus
General Chairman/BMWE
45743 308th Street
Wakonda, South Dakota 57073-6313

Dear Sir:

In connection with the recent discussions concerning the Implementing Agreement for the establishment of the Consolidated System Gangs working on the UPRR, SPWL, D&RGW and C&NW territories under the Union Pacific BMWE Collective Bargaining Agreement.

It was agreed that the Consolidated System Gang Agreement does not restrict the Carrier's right to perform the same type of work in accordance with Rule 47 – Camp Cars or Rule 49 Interdivisional Gangs of the Chicago & North Western Collective Bargaining Agreement. It is understood that if Interdivisional Gangs are established in accordance with the Chicago & North Western Agreement the only types of work to be performed are Programmed Rail and/or Tie Renewal and Ballast work.

Where the provisions of this Agreement conflict with the terms of the current Collective Bargaining Agreement, this agreement will apply. Any other issues which are not specifically addressed herein, will be governed by the terms of the current Collective Bargaining Agreement. This Agreement will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If the above correctly sets forth the parties understanding in this regard please affix your signature in the space provided below.

Yours truly

SIGNATURES NOT REPRODUCED

APPENDIX "U"

September 24, 1991

Files: U-210-20
U-210-22

MR R B WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA CO 80010

Dear Sir:

Referring to our previous discussions concerning the December 28, 1959 letter agreement which provided for the establishment of the Track Inspector classification, and the interpretation of Rules 20(c) and 22(e) insofar as they apply to employees holding seniority in Groups 7 and 8.

During conference the following understandings were reached:

- (1) Employees assigned by bulletin and working in Group 8 as Foremen do not have to respond to recall as Track Inspector in order to retain seniority in Group 7.
- (2) Employees assigned by bulletin and working as Foremen in Group 8 who maintain Group 7 rights may bid Track Inspector bulletins. The senior bidder shall be assigned.
- (3) Employees assigned by bulletin and working as Track Inspector in Group 7 who maintain Group 8 rights may bid Section Foremen bulletins. The senior bidder shall be assigned.
- (4) Employees assigned by bulletin and working as Foremen in Group 8 who also maintain Group 7 Track Inspector seniority rights may exercise seniority in either Group 7 or Group 8 when they are displaced by senior employees or their positions are abolished.
- (5) Employees assigned by bulletin and working as Track inspector in Group 7 who also maintain Group 8 Foreman seniority rights may exercise seniority in either Group 7 or Group 8 when the are displaced by senior employees or their positions are abolished.

To the extent the provisions of this Agreement may conflict with other Agreements, the terms of this Agreement supersede all rules, practices, and working conditions relative

APPENDIX "U"

to the exercise of seniority between Groups 7 and 8. Additionally, the June 19, 1985 letter of Agreement is cancelled in its entirety.

To express your concurrence in the foregoing, please affix your signature in the space provided below, and return the original for my file and further handling.

Yours truly,

SIGNATURES NOT REPRODUCED

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

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 of the Union Pacific Railroad Company (Carrier), the Carrier has announced the availability of a voluntary education program which, when appropriate, will serve as an alternative to discipline as provided for in Section III of Carrier's UPGRADE Policy.

This Agreement constitutes the enabling agreement required by Section III.A.2, setting forth the guidelines, terms and conditions of the Continuing Operating Rules Education (C.O.R.E.) Program.

THEREFORE, IT IS AGREED:

Section 1. (A) The use of an educational program as an alternative to discipline as administered under UPGRADE shall be on the terms and conditions as provided in Section III of Carrier's UPGRADE Policy, and unless the employee has a demand right, may only be at the mutual consent of the Carrier Officer responsible for issuing discipline in the incident involved or his/her designee and the employee involved.

(B) The offer of education as an alternative to discipline will be made in those instances involving a rule(s) infraction where the preliminary review indicates that the employee(s) will benefit from classroom instruction and/or on-the-job training.

Section 2. (A) The C.O.R.E Program, which may consist of classroom instruction, on-the-job and/or attendance at a selected Carrier Training Center, as determined by the Carrier, will concentrate on the rule(s) involved in the violation as well as other rules that may be appropriate. It is also anticipated the class/training 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/training will be from one to five days in duration and will not exceed eight hours per day. Classes at a Training Center may be considered as part of, or as an extension of the education program.

APPENDIX "V"

(C) Upon completion of the class(es)/training, the employee will be required to take and pass an examination with a minimum test score of 85%. An employee failing the examination may be required to repeat the class(es)/training. A second failure will activate formal disciplinary proceedings in connection with the rule(s) incident initially placing the employee under this Agreement.

Section 3. (A) Class/Training instructors will be either a Peer Trainer, Supervisor or Manager as the circumstances of the location dictate. The Carrier will limit the class size to 10 participants as nearly as practicable.

(B) In the event the Carrier elects to use Peer Trainers, the Carrier will provide the Organization a list of employee members of the Organization that may be utilized. The General Chairman may also submit a list of members of the Organization who, in the judgment of the Organization, are best qualified to act as Peer Trainers. The Carrier will select Peer Trainers from either of these two lists. If the Organization takes exception to the selection of a Peer Trainer, the General Chairman and an officer designated by the Carrier will meet promptly to discuss the General Chairman's concerns. In the event the Organization's concerns cannot be resolved, the Peer Trainer in question will be replaced. Peer Trainers will serve in that capacity for 24 months. The Peer Trainer will have the option of extending his participation for an additional 24 month term subject to Carrier approval.

(C) Employees of this Organization participating as instructors will be paid at their assigned straight time rate of pay, plus any applicable differentials.

(D) Where meals and lodging are not provided by the Carrier, instructors, who are required to instruct a class or do training at a location other than their work location, will be reimbursed for actual, reasonable, and necessary expenses for meals, lodging and transportation in lieu of any other allowances for meals lodging and transportation to which the employee may otherwise be entitled. If the use of a personal vehicle is authorized, reimbursement will be at the Carrier's mileage rate for actual miles driven.

(E) The Carrier will train the instructors and will assist in developing the program. The Carrier will also provide the classroom and office space and equipment necessary to properly administer the program.

Section 4. Where meals and lodging are not provided by the Carrier, employees who are required to attend class at a location other than their work location will be reimbursed for actual, reasonable and necessary expenses for meals, lodging and transportation in lieu of any other allowances for meals, lodging, and transportation to which the employee may be entitled. If the use of a personal vehicle is authorized, reimbursement will be at the Carrier's mileage rate for actual miles driven. A second trip

APPENDIX "V"

will be provided or reimbursed if required to repeat the class or take additional training pursuant to Section 2(B).

Section 5. An employee who has elected to participate in the program may withdraw at any time by notifying the Carrier in writing, in which event formal discipline procedures will be instituted or reinstated 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 rule(s) violation and who desire to further their understanding of the 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 will 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 the UPGRADE Policy.

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 rule(s) involved. The notation, however, is not discipline and can have no disciplinary effect except as provided for in Section 2(C) and/or Section 5.

Section 8. In the event that formal disciplinary proceedings are instituted or reinstated following the occurrence of an event such as those provided for in Section 2(C) and Section 5 herein, any applicable time limits requiring the charging and/or holding of a formal investigation prior to a certain number of days are expressly waived by the employee and the Organization.

Section 9. This Agreement will become effective on the date it is signed, and thereafter may be terminated by the serving of thirty (30) days written notice by either party upon the other.

Signed this 30th day of November, 1998.

FOR THE ORGANIZATION:

FOR THE
UNION PACIFIC RAILROAD COMPANY:

SIGNATURES NOT REPRODUCED

March 30, 1992
U 210-22

Mr. R. B. Wehrli
General Chairman, BMW
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

This has reference to our discussion in conference concerning Agreement dated March 5, 1992, amending Rule 22 of the Collective Bargaining Agreement effective April 1, 1992.

During our conference pertaining to this rule change, we discussed the ramifications of employees accepting assignments in lower-rated positions who are eligible for protection benefits pursuant to February 7, 1965 Agreement and/or ICC imposed conditions such as New York Dock, Oregon Short Line, etc. Based on these discussions, it was agreed that it was not the intent of the parties to create any additional financial obligations for the Carrier in the event protected employees chose to apply for and accept lower-rated positions pursuant to Rule 22(a).

It was agreed that the employees' test period earnings that had already been calculated pursuant to ICC imposed conditions prior to an employee exercising his option under Rule 22(a) would not be reduced as a result of the employee accepting the lower-rated position. However, the Carrier will not be liable for any additional compensation as a result of the employee moving from a higher-rated position to a lower-rated position pursuant to Rule 22(a). The understanding contained herein will be applicable during the entire period the protected employees elect to remain in lower-rated positions while junior employees are assigned to higher-rated positions for which protected employees hold seniority and qualifications.

The above understanding applies as long as Rule 22(a) of the Collective Bargaining Agreement revised April 1, 1992 remains in effect.

If you are agreeable to the understanding as indicated above, will you please so indicate in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

**AGREED UPON INTERPRETATIONS UNDER
THE "ON-LINE" AGREEMENT OF OCTOBER 31, 1988**

Q-1 Is it the intent of this on-line service Agreement to mobilize all Maintenance of Way gangs including section crews which have been historically headquartered at specific locations?

A-1 No.

Q-2 Rule 29 states the Company will designate headquarters for all regular established positions covered by this Agreement and that employees assigned to mobile type of service not headquartered in outfit cars will be considered as being headquartered "on-line." What does this mean to the employee assigned to on-line service, i.e., where is the employee's headquarters?

A-2 The headquarters for an employee assigned on-line on any particular workday is the assembly point/work site where the day's work is scheduled to begin properly designated by the Carrier in line with the requirements of Section 2 of the on-line service Agreement.

Q-3 An employee is assigned to on-line service with a 7:00 a.m. to 3:30 p.m. workday and a Monday through Friday workweek. On Tuesday at 6:30 p.m. the Manager of Track Maintenance notifies the employee his assembly point is being changed from point A to point B, a distance of 120 miles. Provided there is no emergency involved in this situation, when and where would the employee report for Wednesday's work?

A-3 Unless a change in the assembly point is designated as of the close of shift Tuesday, or in this instance 3:30 p.m., the assembly point remains unchanged and he would report at that location at the normal 7:00 a.m. starting time on Wednesday.

Q-4 In the same scenario depicted in Q-3 there was a derailment at point B and the employee was required to relocate and commence work immediately upon his arrival and perform emergency repair work for six (6) hours. What allowances would the employee receive in compensation, time for travel to the derailment site, and mileage allowances?

A-4 The employee's designated assembly point would be considered his headquarters location and he would be treated as any other employee called out during his rest hours away from his headquarters and the travel time, expense and other pertinent agreement rules would apply.

APPENDIX "X"

- Q-5 An employee assigned to on-line service is scheduled to change his assembly point from point A to begin work at point B on Wednesday morning. During the evening hours heavy rains occur and the last five (5) miles of the trip to point B involves the Carrier's right-of-way road which is in adequate for travel. What is the employee expected to do in connection with reporting for work on Wednesday morning?
- A-5 If the on-line employees of a gang are prohibited from meeting at the designated assembly point solely due to inadequate roads, they should contact their supervisor so the Carrier can make arrangements to accommodate them in their situation.
- Q-6 An employee is assigned to on-line service with a 7:00 a.m. to 3:30 p.m. workday and a Monday through Friday workweek. At close of shift Wednesday, the employee is notified by his supervisor that his assembly point is being changed from point A to point B, a distance of 325 miles. Provided there is no emergency involved in this situation, when and where would the employee report for Thursday's work and what allowances would he receive?
- A-6 The employee would be entitled to a mileage allowance of \$55.00 (see Section 3).
A maximum of one hundred fifty (150) miles would be traveled during the employee's rest hours and for the remaining one hundred seventy-five (175) miles the Carrier would defer the starting time on Thursday by three (3) hours until 10:00 a.m. The employee would be allowed three (3) hours straight time from 7:00 a.m. to 10:00 a.m.
- Q-7 Are there any changes proposed to the present language of Rule 39(a) at this time?
- A-7 The provisions of Rule 39(a) remain unchanged under the per diem Agreement.
- Q-8 What are the Carrier's obligations if the meals served under Rule 39(b) are not wholesome and served under sanitary condition?
- A-8 The Carrier has an obligation to insure that the meals served are wholesome and are served under sanitary conditions. When such meals are not served in such a fashion, the Carrier will make the necessary arrangements to correct and/or adjust the situation.

APPENDIX "X"

Q-9 What is a "reasonable distance" as referred to under Rule 39(c)?

A-9 What is or is not reasonable under various facts and circumstances may not be the same in all cases. In general, we would not expect a reasonable distance to be any greater than the distance those employees assigned in outfit cars are currently traveling.

Q-10 What is a "reasonable distance" as referred to under Rule 39(e)?

A-10 Here again, we would not generally expect a reasonable distance to be any greater than those distances currently traveled by outfit car employees when their outfits are unavailable.

Q-11 Will all positions connected with on-line service be advertised and assigned by bulletin?

A-11 Positions connected with on-line service including Division Extra Gang Laborer positions will be bulletined in the same fashion as all other positions pursuant to Rule 20 of our current Schedule Agreement. Bulletins for these positions shall specifically mention that it is on-line service and that employees will receive the \$30.00 per diem allowance and applicable transportation allowance per qualifying calendar day. Presently we do not have a bulletin distribution or bidding process for system gang operations. However, until the Carrier and your Organization can work together to create such a process suitable for system gang operations, the Carrier will distribute notices regarding the establishment of new on-line service positions so the senior interested employee can transfer thereto.

Q-12 When meal service equipment as referenced in Rule 39(b) is unavailable or unserviceable, employees affected will be allowed a per them meal allowance of \$10.50 per day to help defray the cost of meals for so long as said conditions exist and/or wholesome meals served under sanitary conditions are not furnished by and at the expense of the Carrier as discussed in paragraph 2 of Rule 39(d). In such situations what will the Carrier do when the employees involved are released at locations where there is a lack of eating establishments within a reasonable distance from the outfit car location?

A-12 In the event eating establishments are not located within a reasonable distance, the Carrier will make arrangements to alleviate the problem accordingly.

APPENDIX "X"

Q-13 When on-line service employees are released at assembly point A and required to travel to point B for lodging, what allowances will be made for employees who upon their arrival discover there is no lodging available due to full occupancy of the facilities at point B?

A-13 We would not expect to treat them any differently than employees currently on expenses who are required to occupy public lodging facilities and also face the same problem.

Q-14 In connection with the mileage allowances and restrictions discussed in Rules 30(a) and 36 Section 6, and the applicable letter of understanding (file U-210-30), are we talking about rail miles or normal roadway travel miles by the most direct route?

A-14 Normal roadway traveled miles.

These interpretations were reached in conference on October 31, 1988.

AGREED:

FOR THE ORGANIZATION:

FOR THE CARRIER:

SIGNATURES NOT REPRODUCED

October 31, 1988

U-210-39

Mr. R. B. Wehrli
General Chairman, BMW
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

This is in reference to the amendments made this day to Agreement Rules 29, 30, 36 and 39. To help clarify some of the issues involved with the changes made, the following understandings will apply:

- (1) The language of Rule 39(e) indicating "the employee is voluntarily absent" means the employee has failed to render compensated service on a workday on which work was available to him;
- (2) For Monday through Friday vacations, employees will be granted per diem allowances for the weekend immediately preceding the start of the vacation period and no other per diem allowance will apply or commence until the employee returns to work;
- (3) Employees assigned to operate and transport Company equipment outside of assigned hours from the former assembly point to the new assembly point will be compensated pursuant to Rule 35 for such service performed outside of assigned hours but will not be entitled to the Transportation allowance set forth in Section 6 of Rule 36 unless they, too, are subsequently required to make the move to transport their personal automobiles/belongings as well.
- (4) There shall be no duplication or combination of the per diem allowances and/or actual necessary expenses on any one day.

Please indicate your concurrence to these understandings by signing your name in the space provided below:

Yours truly,

SIGNATURES NOT REPRODUCED

October 31, 1988

U-210-39

Mr. R. B. Wehrli
General Chairman, BMW
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

This confirms our detailed discussions of the language of Agreement Rule 30 entitled "Designated Assembly Point" as it relates to those employees assigned "on-line."

Under the language of Rule 30 the parties placed certain mileage restrictions on the location of a newly designated assembly point. These restrictions are intended to be applied under normal day-to-day operations. The parties jointly well recognize, however, that on occasion the requirements of service may dictate the need to establish an assembly point at a location in excess of the mileage restrictions set forth in Rule 30. The rule is not intended to prohibit such movement, but is primarily intended to insure that on-line employees are afforded an opportunity to secure adequate rest before being required to again go on duty. When such long distance moves are made, any distances traveled in excess of the restrictions shall be discounted at the rate of sixty (60) miles per hour from the next scheduled workday beginning at the start of shift. In computing time under this provision, any fraction of a half hour less than fifteen (15) minutes shall be dropped; in turn, any fraction of a half hour which is fifteen (15) minutes or more shall be counted as an additional one-half hour.

For example, you may have a gang assigned Monday through Friday 7:00 a.m. to 4:00 p.m. On Monday prior to the close of shift the Carrier designates a new assembly point 220 miles from the former assembly point, i.e., 70 miles in excess of the 150 mile restriction. The employees involved would then be expected to report to the new assembly point and commence work at 8:00 a.m. Tuesday, one (1) hour after the regular 7:00 a.m. starting time and the employees would, of course, receive straight time wages from 7:00 a.m. to 8:00 a.m. In this example, since the fraction consisting of 10 minutes was less than 15, it was dropped. At their option employees may travel all 220 miles immediately following the close of shift on Monday, may travel all 220 miles immediately prior to the start of shift on Tuesday, may travel intermittently in some combination thereof but in any event, they will be assured of the opportunity to secure adequate rest.

Likewise, if at 7:00 a.m. on Tuesday the Carrier designates a new assembly point for the same gang 620 miles from the former assembly point, i.e., 170 miles in excess of the 450 mile 24-hour restriction, the employees involved would then be expected to report to

APPENDIX "X-2"

the new assembly point and commence work at 10:00 a.m. Wednesday, three (3) hours after the regular 7:00 a.m. starting time and each would receive straight time wages from 7:00 a.m. to 3:30 p.m. Tuesday and 7:00 a.m. to 10:00 a.m. Wednesday. In this example the fraction consisting of 20 minutes was more than 15, therefore it was counted as an additional one-half hour.

In emergency situations where on-line service employee are required to change assembly points outside their regular assigned hours and further are required to commence working immediately upon completion of the move, such employees will be allowed time at the pro-rata rate for all time spent traveling outside of assigned hours, and such time will be considered continuous time in computation of sixteen (16) continuous hours' service under Agreement Rule 35.

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

To formally signify your concurrence in this handling, would you kindly please affix your signature in the space provided below returning the original for my file.

Yours truly,

SIGNATURES NOT REPRODUCED

**Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP		STRAIGHT TIME	PREM. O.T.
<u>GROUP 1: BRIDGE AND BUILDING SUBDEPARTMENT</u>				
1	(a)	Steel Erection Foreman	20.75	31.13
2	(b)	Asst. Steel Erection Foreman	19.87	29.81
401	(c)	Steel Erection Truck Operator**	19.25	28.88
3	(d)	Lead Bridge Welder	18.86	28.29
4		Bridge Welders - Arc Weld Process	18.63	27.95
5	(e)	Steel Bridgeman - Machine Operator	18.72	28.08
6	(f)	Lead Steel Bridgeman	18.48	27.72
7		Steel Bridgeman 1st Class	18.42	27.63
8		Steel Bridgeman 2nd Class	18.02	27.03
9	(g)	Apprentice Steel Bridgeman (1st 130 days)	17.54	26.31
10		Apprentice Steel Bridgeman (2nd 130 days)	17.74	26.61
11	(h)	Steel Bridgeman Helper – Truck Operator	17.54	26.31
12		Steel Bridgeman Helper	17.43	26.15
<u>GROUP 2: BRIDGE AND BUILDING SUBDEPARTMENT</u>				
13	(a)	Construction Foreman	19.87	29.81
14	(b)	Assistant Construction Foreman	18.99	28.49
5	(c)	Carpenter - Machine Operator	18.72	28.08
405	(d)	Carpenter - Truck Operator**	18.72	28.08
15	(e)	Lead Carpenter	18.15	27.23
16		Carpenter - 1st Class	18.08	27.12
17		Carpenter - 2nd Class	17.74	26.61
18	(f)	Apprentice Carpenters - 1st 130 days	17.54	26.31
19		Apprentice Carpenters - 2nd 130 days	17.65	26.48
11	(g)	Carpenter Helper - Truck Operator	17.54	26.31
20		Carpenter Helpers	17.28	25.92
21	(h)	B&B Laborer	16.77	25.16
<u>GROUP 3: BRIDGE AND BUILDING SUBDEPARTMENT</u>				
22	(a)	Tunnel Foreman	20.75	31.13
13		B&B Foreman	19.87	29.81
23	(b)	Assistant B&B Foreman	19.10	28.79
24		Fence Gang Foreman	18.99	28.49
25		Scale Gang Foreman (4 men or less)	18.99	28.49
26	(c)	B&B Cabinet Maker - Bench Carpenter	18.60	27.90
5	(d)	Carpenter - Machine Operator	18.72	28.08
405	(e)	Carpenter Truck Operator**	18.72	28.08
27	(f)	B&B Welder	18.44	27.66
28	(g)	Tunnel Carpenter - 1st Class	18.36	27.54
15		Lead Carpenter	18.15	27.23
16		Carpenter - 1st Class	18.08	27.12
29		Tunnel Carpenter - 2nd Class	18.06	27.09
17		Carpenter - 2nd Class	17.76	26.64
18	(h)	Apprentice Carpenters - 1 st 130 days	17.54	26.31
19		Apprentice Carpenters - 2 nd 130 days	17.74	26.61
30	(i)	Tunnel Carpenter Helper	17.58	26.37
11		Carpenter Helper - Truck Operator	17.54	26.31
20		Carpenter Helper	17.28	25.92
21	(j)	B&B Laborer	16.77	25.16

**Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	STRAIGHT TIME	PREM. O.T.
<u>GROUP 4: BRIDGE AND BUILDING SUBDEPARTMENT</u>			
31	(a)	Specialized B&B Masons	18.72 28.08
407	(b)	Mason Truck Operator**	18.72 28.08
32	(c)	B&B Masons	18.42 27.63
33	(d)	Apprentice Mason - 1st 130 days	17.54 26.31
34		Apprentice Mason - 2nd 130 days	17.74 26.61
20	(e)	Mason Helpers	17.28 25.92
<u>GROUP 5: BRIDGE AND BUILDING SUBDEPARTMENT</u>			
35	(a)	B&B Paint Gang Foreman	19.87 29.81
36	(b)	Assistant B&B Paint Gang Foreman	18.99 28.49
37	(c)	B&B Sign and Shop Painter	18.60 27.90
5	(d)	B&B Painter - Machine Operator	18.72 28.08
409	(e)	Painter Truck Operator**	18.72 28.08
38	(f)	Lead B&B Painter	18.15 27.23
39		B&B Painter - 1st Class	18.08 27.12
40		B&B Painter - 2nd Class	17.76 26.64
41	(g)	Apprentice Painter - 1st 130 days	17.54 26.31
42		Apprentice Painter - 2nd 130 days	17.74 26.61
11	(h)	Painter Helper - Truck Operator	17.54 26.61
20		Painter Helper	17.28 25.92
<u>GROUP 6: TRACK SUBDEPARTMENT</u>			
43	(a)	System Tie & Rail Inspectors	22.18 33.27
<u>GROUP 7: TRACK SUBDEPARTMENT</u>			
382	(a-1)	Track Inspectors	19.98 29.97
383	(a-2)	Track Inspectors	21.40 29.97
384	(a-3)	Track Inspectors	22.96 29.97
<u>GROUP 8: TRACK SUBDEPARTMENT</u>			
53	(a)	Extra Gang Foreman (over 30 men)	20.25 30.38
54		Extra Gang Foreman (30 men or less)	19.47 29.21
55		Track Maintenance Foreman	19.47 29.21
56		Section Foreman	19.47 29.21
58		Rock Patrol Foreman	18.22 27.33
59		Fire Patrol Foreman	18.22 27.33
378		Track Patrol Foreman	18.22 27.33
60	(b)	Assistant Section Foreman	18.22 27.33
380		Assistant Extra Gang Foreman	18.22 27.33
62	(c)	Rail Inspector	17.68 26.52
<u>GROUP 9: TRACK SUBDEPARTMENT</u>			
127	(a)	Rail Inspector – Electronic	19.61 29.41
63		Rail Inspectors	18.48 27.72

**Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	STRAIGHT TIME	PREM. O.T.
<u>GROUP 10: TRACK SUBDEPARTMENT</u>			
64	(a)	18.72	28.08
65	(b)	17.54	26.31
66	(c)	17.74	26.61
<u>GROUP 11: TRACK SUBDEPARTMENT</u>			
67	(a)	17.77	26.66
<u>GROUP 12: TRACK SUBDEPARTMENT</u>			
71	(a)	18.07	27.11
68	(b)	17.22	25.83
69	(c)	17.12	25.68
70	(d)	17.12	25.68
<u>GROUP 13: TRACK SUBDEPARTMENT</u>			
72	(a)	18.07	27.11
474		18.22	27.33
73	(b)	17.54	26.31
74	(c)	17.54	26.31
<u>GROUP 14: TRACK SUBDEPARTMENT</u>			
75	(a)	19.47	29.21
51		21.18	31.77
351	(b)	19.25	28.88
77	(c)	18.63	27.95
78	(d)	18.30	27.45
79	(e)	18.30	27.45

**Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	STRAIGHT TIME	PREM. O.T.
<u>GROUP 14: TRACK SUBDEPARTMENT (CONTINUED)</u>			
80	(f)	Apprentice Track Welder - 1st 130 days	17.54 26.31
81		Apprentice Track Welder - 2 nd 130 days	17.74 26.61
355	(g)	Track Welder Helper - Arc Weld **	18.07 27.11
83		Rail Heat Treater Helper	17.28 25.92
357		Thermite Welder Helper/Truck Operator **	18.07 27.11
83		Track Welder Helper	17.28 25.92
<u>GROUP 15: TRACK SUBDEPARTMENT</u>			
84	(a)	Truck Driver Foreman **	21.53 32.30
413	(b)	System Truck Operator ** (System Detector Car Operator Assignments, System Semi-Trailer Trucks)	20.02 30.03
421	(c)	Division Truck Operator ** (Division or District Semi-Trailer Trucks)	19.04 28.56
431	(d)	Division Truck Operator ** (Non-Semi-Trailer Trucks with a gross vehicle weight Rating of 10,000 pounds or more assigned to Division, District, Extra Gang or Track Maintenance Gangs. Bus Drivers. Fuel Truck Drivers.	18.46 27.69
385	(e)	Foreman Material Distribution	19.22 28.83
<u>GROUP 16: TRACK SUBDEPARTMENT</u>			
91	(a)	Tractor Weed Mower Operator	17.68 26.52
<u>GROUP 17: TRACK SUBDEPARTMENT</u>			
94	(a)	Sectionman	16.92 25.38
<u>GROUP 18: TRACK SUBDEPARTMENT</u>			
95		Tongman	17.22 25.83
96	(a)	Track Laborer (Extra Gang)	16.66 24.99
<u>GROUP 19 & 20 ROADWAY EQUIPMENT SUBDEPARTMENT</u>			
97	(a)	Roadway Equipment Operator (Rate 1 Machines) (Diesel Tractor Loader (5 cu yd & over, Roadway Locomotive Crane (35 ton & over, Chemical Weed Spray Car, Steam Pile Driver, Rough Terrain Crane (35 ton & over), Truck Crane (10 Ton & over), Brandt Power Unit.	20.26 30.39
98		Roadway Equipment Operator (Rate 2 Machines) (Roadway Locomotive Crane (less than 35 ton), Dragline (3/4 Cu yd & over), Burro Crane, Grader Patrol (30,000 lbs. & over), Bulldozer (235 HP or larger), Undercutter (40-ft), Wagon Crane, Terrain Crane (less than 35 ton), Speed Swing Crane, Rubber Tire self-propelled scraper, Overhead Rail Crane, Scrap Loading Crane (8-wheel 2 1/2 ton (Lucky, Loader), Crawler Backhoe (5/8 cu. Yd & over), Gradall, Material Handler (over 8,000 lb. capacity) Back Hoe with a truck and trailer	19.52 29.28
PSN NO.	GROUP	STRAIGHT TIME	PREM. O.T.

**Schedule of Rates of Pay
Effective July 1, 2001**

<u>GROUP 19 & 20 ROADWAY EQUIPMENT SUBDEPARTMENT</u>			
99		Roadway Equipment Operator (Rate 3 Machines) (Ditcher, Dragline (less than ¾ cu yd), Grader Patrol (less than 30,000 lbs.), Bulldozer (less than 235 H.P.), Diesel Powered Front End Loader (less than 5 cu yd), Jet Mobile Snow Blower, Ditcher Spreader, Compactor, Service Truck, Water Truck (8,000 gal tank or larger), Brush Cutter, Ditchwitch with saw (PLB 5936), Railcar Mover Back Hoe without a truck and trailer	18.94 28.41
100	(b)	Appentice Roadway Equipment Operator - 1st 130 days	17.54 26.31
101		Appentice Roadway Equipment Operator - 2nd 130 days	17.74 26.61
102	(c)	Roadway Equipment Helper	17.28 25.92
<u>GROUP 21: MISCELLANEOUS SUBDEPARTMENT</u>			
103	(a)	Maintenance of Way Repair Shop Foreman ***	20.11 31.37
104	(b)	Assistant Maintenance of Way Repair Shop Foreman	20.51 30.77
<u>GROUP 22: MISCELLANEOUS SUBDEPARTMENT</u>			
105	(a)	Water Service Foreman (Terminal of 3 men or more)	20.33 30.50
106		Water Service Foreman (less than 3 men)	19.45 29.18
<u>GROUP 23: MISCELLANEOUS SUBDEPARTMENT</u>			
	(a)	Drawbridge Operators	
107		Portland (Chief Operator)	18.83 28.25
108		Portland	17.99 26.99
109		Aberdeen	17.74 26.61
110		Tacoma (Chief Operator)	17.68 26.52
111		Tacoma	17.52 26.28
112		Montesano	17.52 26.28
113		Kalen	17.14 25.71
114		Chatcolet	16.71 25.07
	(b)	Drawbridge Helpers (Gatemen)	
115		Portland	17.21 25.82
116		Tacoma	17.12 25.68
117		Kalan	16.69 25.04
<u>GROUP 24: MISCELLANEOUS SUBDEPARTMENT</u>			
118	(a)	Pumping Plant Foreman	19.87 29.81
	(b)	Pumping Plant Operators	
119		Lead Pumper – Kelso	17.91 26.87
120		Pumper – Kelso	17.36 26.04
121		Pumper - Green River/Rawlins	16.98 25.47
<u>GROUP 25: MISCELLANEOUS SUBDEPARTMENT</u>			
123	(a)	Highway Crossing Watchman	16.70 25.05

**Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	<u>STRAIGHT TIME</u>	<u>PREM. O.T.</u>
<u>GROUP 26: TRACK SUBDEPARTMENT</u>			
45	(a)	System Steel Gang Foreman	22.18 33.27
373		System Rail & Concrete Tie Gang Foreman	21.65 32.48
46		System Tie & Ballast Gang Foreman	21.18 31.77
47		System Tie Gang Foreman	21.18 31.77
48		System Switch Gang Foreman	21.18 31.77
49		System Curve Relay Gang Foreman	21.18 31.77
50		System Distributing Gang Foreman	21.18 31.77
51		System Field Weld-Glue Gang Foreman	21.18 31.77
52		System Pick-Up Gang Foreman	21.18 31.77
374		System Material Gang Foreman	21.18 31.77
61	(b)	System Assistant Extra Gang Foreman	18.89 28.34
64	(c)	System Gang Track Machine Operator	18.72 28.08
415	(d)	System Gang Truck Operator/Bus **	18.72 28.08
	(e)	System Extra Gang Laborer	
67		Special Power Tool Machine Operator (SPTMO)	17.77 26.66
68		Roadway Power Tool Machine Operator (RPTMO)	17.22 25.83
69		Roadway Power Tool Operator (PTO)	17.12 25.68
96		Track Laborer	16.66 24.99
<u>GROUP 27: TRACK SUBDEPARTMENT</u>			
51	(a)	Track Welding Foreman	21.18 31.77
76	(b)	Track Welder – Machine	18.63 27.95
82	(c)	Track Welder Helper	17.28 25.92
<u>GROUP 28: TRACK SUBDEPARTMENT</u>			
441	(a)	Sectionman Truck Operator ** (Employee assigned to a section gang to drive any non Semi-trailer truck with a gvwt of 10,000 lbs. Or more)	18.07 27.11
<u>GROUP 29: TRACK SUBDEPARTMENT</u>			
393	(a)	Switch Maintainer	18.08 27.12
<u>GROUP 30: TRACK SUBDEPARTMENT</u>			
485		Powder Foreman	19.47 29.21
486		Powderman	18.22 27.33
487		Hammerman	17.77 26.66
488		Rock Laborer	16.92 25.38

* Rate applies only when working with In-Track Welding Machines

** Employees assigned to position will receive a 20 cent per hour differential when qualified and assigned to operate a vehicle equipped with hy-rail attachments.

*** Employees are assigned to a six day a week position with one rest day. No additional compensation is due when performing service during regular assigned work hours on the sixth day. Rule 34(a).

**Consolidated System Gang
Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	<u>STRAIGHT TIME</u>	<u>PREM. O.T.</u>
GROUP 26: TRACK SUBDEPARTMENT			
(a) System Extra Gang Foreman			
601	System Steel Gang Foreman	22.18	33.27
602	System Concrete Tie Gang Foreman	21.65	32.48
603	System Tie & Ballast Gang Foreman	21.18	31.77
604	System Tie Gang Foreman	21.18	31.77
605	System Switch Gang Foreman	21.18	31.77
606	System Curve Gang Foreman	21.18	31.77
607	System Distributing Gang Foreman	21.18	31.77
608	System Pick Up Gang Foreman	21.18	31.77
610	System Material Foreman	21.18	31.77
(b) System Assistant Extra Gang Foreman			
616	System Assistant Foreman	18.89	28.34
(c) System Gang Track Machine Operator			
630	System Track Machine Operator (TMO) (Track Liner, Track Undercutter 25-feet, Tie Injector, Gantry Cranes, Clip Applicator Machine, Clip Remover Machine, Production Clip Applicator, Tie Adzer/Ballast Kribber (TABK), Ballast Compactor, Track Broom	18.72	28.08
631	System TKO Operator	18.72	28.08
632	System Track Stabilizer	18.83	28.25
633	System J6700 Tamper Operator	19.02	28.53
634	System Ballast Regulator Operator	19.02	28.53
635	System Speed Swing Operator	19.02	28.53
636	System UNIMAT Tamper Operator	19.02	28.53
637	System MARK4 Tamper Operator	19.02	28.53
638	System Tamper Operator	19.02	28.53
639	System Double Broom Ballast Regulator Operator	19.02	28.53
(d) System Gang Truck Operator/Bus			
620	(d-1) System Gang Truck Operator Foreman	21.53	32.30
627	(d-2) System Gang Semi Operator*	20.02	30.03
625	(d-3) System Gang Truck Driver*	18.72	28.08
621	(d-3) System Gang Bus Operator	18.72	28.08
623	(d-3) System Fuel Truck Operator	18.72	28.08

*Note: If the Vehicle is equipped with hy-rail and the incumbent is qualified on hy-rails - - a \$.20 per hour differential is paid to the incumbent (PPC 624 for Two Tons and 626 for Semi's)

**Consolidated System Gang
Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	STRAIGHT TIME	PREM. O.T.
<u>GROUP 26: TRACK SUBDEPARTMENT (CONTINUED)</u>			
(e) System Extra Gang Laborer			
Special Power Tool Machine Operator (SPTMO)			
643	System Special Power Tool Machine Operator (Rail Centralizer/Liner, Concrete Clip Applicator Manual, Concrete Clip Remover)	18.07	27.11
651	System Tie Handler Operator	18.48	27.72
652	System Spike Driver Operator (Spike Driver Auto Gauger, Spike Driver Automatic, Spike Driver Auto Single, Spike Driver Single Gauge)	18.48	27.72
653	System Crib Adzer Operator	18.62	27.93
654	System Heat/Cool Operator	18.62	27.93
655	System Abrasive Rail Saw Operator	18.26	27.39
656	System Spike Puller Operator (System Puller Dual, Spike Puller Dual-Dual)	18.26	27.39
657	System Ride On Adzer Operator	18.26	27.39
648	System Rail Heat Treater	18.30	27.45
Roadway Power Tool Machine Operator (RPTMO)			
644	System Roadway Power Tool Machine Operator	17.22	25.83
660	System Tie End Remover Operator	17.58	26.37
661	System Compressor Operator	17.96	26.94
662	System Power Jack Operator	17.70	26.55
663	System Ballast Router Operator	17.96	26.94
664	System Rail Lifter & Liner Operator	17.70	26.55
665	System Cribber Operator	18.26	27.39
666	System Spike Anchor Plucker Operator	17.70	26.55
667	System Spike Pickup Unit Operator	17.70	26.55
668	System Spike Retriever Operator	17.70	26.55
669	System Tie Plate Plucker Operator	17.96	26.94
670	System Dun-Rite Gauger Operator	17.70	26.55
671	System Adzing Machine Operator (CR, DAC)	18.26	27.39
672	System Tie Bed Scarfirer Operator	18.26	27.39
673	System Track Air Operator	18.26	27.39
674	System Tie Saw Operator	18.02	27.03
675	System Anchor Applicator Operator	18.26	27.39
676	System Concrete Tie Rail Gauger Operator	17.62	26.43
677	System MORP Operator	17.62	26.43
678	System Power Tie Spacer Operator	18.26	27.39
679	System Plate Centering Machine Operator	17.96	26.94
Roadway Power Tool Operator (RPTO)			
645	System Roadway Power Tool Operator (Power Tamper, Track Drills, Air Hammers, Heater Car, Bronco Tractor)	17.12	25.68
681	System Power Wrench Operator	17.96	26.94

**Consolidated System Gang
Schedule of Rates of Pay
Effective July 1, 2001**

PSN NO.	GROUP	STRAIGHT TIME	PREM. O.T.
ROADWAY POWER TOOL OPERATOR (RPTO) (CONT'D)			
682	System Spike Driver Operator (off of compressors)	17.70	26.55
683	System Tie Plate Broom Operator	17.70	26.55
684	System Tie Plug Inserter Operator	17.70	26.55
685	System Tie Coater (Skunk) Operator	17.70	26.55
686	System Spike Pullers (SPH)	18.02	27.03
Roadway Power Tool Machine Helper			
689	System Roadway Power Tool Machine Helper	17.83	26.75
Track Laborers			
641	System Track Laborer	16.91	25.37
642	System Tongman	17.22	25.83
<u>GROUP 27: TRACK SUBDEPARTMENT</u>			
696	System In-Track Welding Foreman	21.18	31.77
609	System Welding Foreman Arc/Thermite	21.18	31.77
646	System Arc Welder	19.50	29.25
647	System Thermite Welder	19.50	29.25
698	System Track Welder – Machine	18.63	27.95
649	System Track Welder Helper	17.30	25.95
<u>GROUP 20: ROADWAY EQUIPMENT SUBDEPARTMENT</u>			
(a) Roadway Equipment Operator			
970, 971, 972, 975, 977	Roadway Equipment Operator – Class 1 (DTL (5 cubic yard +), Locomotive Crane (35 ton +), Rough Terrain Crane (35 ton +), Truck Crane (10 ton +), Brandt Power Unit)	20.26	30.39
978	System BUC Operator Mechanic **	4395.69	32.97
979	System Assistant BUC Operator Mechanic **	4250.21	31.88
980 – 987	Roadway Equipment Operator – Class II (Locomotive Crane (< 35 ton), Burro Crane, Undercutter (40 foot), Rough Terrain Crane (< 35 ton), Multi Crane, Scrap Loading Crane, Crawler Backhoe, Gradall, Crawler Excavator, Dragline, Grader Patrol (30,000 lbs.), Bulldozer (235 HP +), Wagon Crane, Rubber Tire Scraper, OH Rail Crane, Material Handler (over 8,000 lb. Capacity), Pettibone 360 Speed Swing	19.52	29.28

**Consolidated System Gang
Schedule of Rates of Pay
Effective July 1, 2001**

<u>PSN NO.</u>	<u>GROUP</u> _____	<u>STRAIGHT TIME</u>	<u>PREM. O.T.</u>
<u>GROUP 20 ROADWAY EQUIPMENT SUBDEPARTMENT (CONTINUED)</u>			
990	Roadway Equipment Operator – Class III (Ditcher, Dragline (< ¾ cubic yard), Grader Patrol (< 30,000 lbs.), Bulldozer (< 235 HP), DTL (5 cubic yard capacity), Jet Mobile Snow Blower, Railcar Mover, Ditcher Spreader, Compactor, Service Truck, Water Truck (8,000 gallon), Brush Cutter, Ditchwitch with Concrete Saw	18.94	28.41
639	System DTL (< 5 cubic yards)	19.02	28.53
689	(b) Roadway Equipment Helper	17.83	26.75

** See Agreement on BUC Operators for overtime rules.

April 24, 1998
File: U 210-10

Mr. David D. Tanner
General Chairman, BMWWE
P. O. Box 850
Cheyenne, Wyoming, 82937

Dear Sir:

Reference is made to our previous discussions concerning the acquisition of a *Brandt Power Unit* for use in connection with work within the Maintenance of Way Subdepartment.

The *Brandt Power Unit* is a unit of equipment which is equipped with hy-rail wheels and is capable of handling railroad cars. Per the attached brochure, this unit compares with other units of equipment assigned to Roadway Equipment Operator Class 1 positions in Groups 19 and 20. Therefore, it is hereby agreed to list this piece of equipment, for classification and pay purposes, in Seniority Groups 19 and 20 (Appendix "X") and the listing of equipment is revised to include the *Brandt Power Unit* as a Class 1 Machine.

It is also agreed that the incumbent assigned to the position will be required to be qualified on any applicable rules, will be required to be air brake certified for handling rail cars, and will be required to possess a Class A Commercial Drivers License (CDL) with the necessary endorsements and to be Department of Transportation (DOT) certified.

Finally, it is agreed that either party may cancel this Letter of Agreement by serving a thirty (30) calendar day written notice on or before April 15, 1999 which will result in this Agreement being canceled in its entirety. If no cancellation notice is served on or before April 15, 1999, as indicated herein, the provisions contained herein will remain in effect until canceled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. If you are in agreement, please so indicate by signing below and returning one copy to this office.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "Z"

February 1, 1999

Mr. D.D. Tanner
General Chairman BMW
P.O. Box 850
Lyman, Wyoming, 82937

Dear Sir:

Reference is made to the discussion in conference concerning the position of the Roadway Equipment Operator Class 1 established by Agreement dated April 24, 1998 for the operation of the "Brandt Power Unit" which is used in connection with work within the Maintenance of Way Subdepartment.

During the discussion concerning the headquartering of employee(s) assigned to the duties of operating the "Brandt Power Unit", which is assigned in Seniority Groups 19 and 20, and normally works away from the designated headquarters, it was agreed that the fixed headquarter locations for employee(s) assigned to operate the "Brandt Power Unit" will be the location on the railroad nearest to the employee(s) residence. A notation concerning the headquarters locations for these positions will be reflected in the bulletining process.

The provisions contained herein will remain in effect unless the April 24, 1998 Letter of Agreement is cancelled or until this Agreement is cancelled, modified, or superseded pursuant to the provisions of the Railway Labor Act, as amended. This Agreement is made without prejudice to either of the parties respective positions and applies to this specific situation only. It will not be cited in any future negotiations. If you are in agreement, please so indicate by signing below and returning one copy to this office.

Yours truly,

SIGNATURES NOT REPRODUCED

AGREEMENT
Between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
SOUTH-CENTRAL DISTRICT

IT IS AGREED:

That the Schedule Agreement effective May 1, 1958 is modified to permit the establishment of track maintenance gangs on South-Central District, subject to the conditions hereinafter set forth.

- (1) Each track maintenance gang outfit and shower car will be completely ready and assembled for use before such maintenance gang is put in service.
- (2) Positions on track maintenance gangs, other than positions of foremen, will be filled from the ranks of sectionmen on the sectionmen's seniority district where such gangs are established, and employees assigned shall receive the rate of pay for sectionmen as specified in Rule 4 (c) of the Schedule Agreement effective May 1, 1958. The seniority rights of sectionmen assigned to track maintenance gangs shall be governed by Rule 30 applicable to sectionmen and limited to the Sectionmen's seniority district on which such gangs are established.
- (3) Positions of foreman on all track maintenance gangs established on a section foreman's seniority district shall be filled from the ranks of section foremen in accordance with the rules of the Agreement applicable to section foremen. Such positions shall be classified "Track Maintenance Gang Foreman," and the rate of pay will be \$498.64 per month, plus service increases. The seniority rights of foremen assigned to track maintenance gangs shall be limited to the section foreman's seniority district on which such gangs are established.
- (4) It is understood that the complement of these track maintenance gangs will not exceed 7 men (excluding Foreman) except by mutual agreement between Chief Engineer and General Chairman.
- (5) In a case of overtime, the section foreman and sectionmen assigned to the particular section where the overtime work is to be performed will be given preference.
- (6) It is understood where a track maintenance gang is assigned to a roadmaster's territory where two or more sectionmen seniority districts are

APPENDIX "AA"

involved, sectionman from the seniority district will be permitted to exercise his full sectionman's seniority in filling the position on track maintenance gang only, regardless of what sectionmen's seniority district he holds seniority rights on the roadmaster's territory.

- (7) It was understood the outfit cars for the track maintenance gangs would be wired for electricity, furnished oil burning heating stoves, lockers to be supplied and arrangements made for bath facilities. We would arrange to set the outfits at locations where electricity, water and food are available. If unable to set outfit cars at a location where electricity is available, it was understood Aladdin lamps would be furnished.
- (8) Necessary arrangements would be made to secure and pick up supplies for the men in maintenance gangs when they are at locations where food, supplies, et cetera, are not readily available.
- (9) If the gang is not set out at a location where trains do not make a scheduled stop, there would be no objection to the Foreman, at close of work on weekends, using the gang truck and leaving from a terminal where train service is available.
- (10) It was also understood that some of the men would have automobiles and in the event outfits were moved to another location during working hours, it would be permissible for the gang truck to take these men to their automobiles so they could move them to the outfits.
- (11) Employees on the maintenance gangs moving their automobiles would be given the same privileges as those who were riding the outfits.

The arrangement provided for herein shall become effective January 1, 1965.

Dated at Omaha, Nebraska, this 28th day of December, 1964.

FOR THE EMPLOYEES:

FOR UNION PACIFIC RAILROAD COMPANY

SIGNATURES NOT REPRODUCED

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES
(NORTHWESTERN DISTRICT)

IT IS AGREED:

The Schedule Agreement effective January 1, 1973, as amended April 1, 1981, is hereby modified to permit the establishment of track maintenance gangs on the Northwestern District, subject to the following conditions.

Section 1. Each track maintenance gang outfit consist shall include self-contained cars and/or shower cars, and will be ready for use before such maintenance gang is placed in service.

Section 2. (a) Positions on track maintenance gangs will be filled from the division seniority district rosters where such gangs are established, and employees assigned shall receive the rates of pay for the classifications involved as specified in Rule 33 (Appendix "O") of the Schedule Agreement effective January 1, 1973, as amended April 1, 1981.

(b) The seniority rights of sectionmen assigned to track maintenance gangs shall be governed by Rule 16 and shall be limited to the sectionmen's seniority district on which such gangs are established, unless agreed otherwise. Such positions shall be bulletined pursuant to Rule 20, including temporary positions over the basic force allowance which may exceed 30 days' duration, except as provided in Note 4.

Section 3. Positions of foremen on all track maintenance gangs established on a section foreman's seniority district shall be filled from the ranks of section foremen in accordance with the rules of the agreement applicable to section foremen. Such positions shall be classified "Track Maintenance Gang Foreman," and the rate of pay will be \$2,339.51 per month, plus subsequent adjustments.

Section 4. It is understood the force complement of track maintenance gangs will not exceed 7 employees (excluding Foreman) except by mutual agreement between the parties hereto.

Section 5. In case of overtime, the section foreman and sectionmen assigned to the particular section where the overtime work is to be performed, will be given preference as provided in Rule 13, Section 11(b).

Section 6. It is understood outfit cars for track maintenance gangs will be equipped as set

APPENDIX “BB”

forth in Rule 51, Outfit Cars. Outfits will also be located or spotted pursuant to Rule 51, however, in the event outfits are unavailable or unsuitable for occupancy Rule 39(d) shall be applicable.

Section 7. Necessary arrangements shall be made to secure and pick up supplies for employees in maintenance gangs when they are at locations where food, supplies, et cetera, are not readily available.

Section 8. (a) In recognition that some employees may have automobiles, when outfits are moved to another location during working hours, arrangements shall be made to transport the employees to their automobiles so they may move them to the new outfit location.

(b) Employees moving their automobiles to a new work location will be given the same privileges as those who accompany the outfits, except if work is performed en route and they are unavailable.

This Agreement shall become effective July 1, 1985.

Dated at Omaha, Nebraska, this 19th day of June, 1985.

FOR THE BROTHERHOOD OF
MAINTENANCE OF WAY
EMPLOYEES:

FOR THE UNION PACIFIC
RAILROAD COMPANY:

SIGNATURES NOT REPRODUCED

APPENDIX "CC"

May 4, 1982

013-210

Mr. R. D. Hardesty
General Chairman, BofMofWE
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

As information, the Carrier proposes to progressively establish up to approximately eight (8) Division Rail Heat Treating-Welding Gangs. These gangs will tentatively consist of six employees in the classifications listed below, with the following rates applicable - -

Classification	Group & Class	Rate of Pay
Rail Heat Treating-Welder Foreman	14(a)	\$2,081.81
Track Welder-Thermite Weld Process	14(c)	11.01
Track Welder Helper	14(f)	10.30
Extra Gang Laborer (Up to three)	18(a)	9.86

All classifications except that of Track Welder-Thermite Weld Process are provided for in the current agreement. The Company feels the rate of that classification should properly be at a level comparable to that of Track Welder-OxyAcetylene Process or Rail Heat Treater, the current rate of both positions being \$11.01 per hour. In the event a Speed Swing Crane is required on a gang, the Operator will be compensated at the rate provided in Group 10(a).

In view of the fact several gangs of this type are currently working on the basis of the proposal set forth in my letter of April 14, 1982, it is further suggested that those gangs continue to operate until such time as the gangs provided herein are authorized and bulletined, at which time we will attempt to coordinate the abolishments and assignments.

To express your concurrence in this arrangement, please affix your signature in the space provided below, returning the original for my file.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "DD"

June 19, 1985

013-210-33

Mr. A. M. Johnson
General Chairman, BMWWE
1453 Chester Street
Aurora, CO 80010

Dear Sir:

Referring to our conference on March 13, 1985, regarding the use of employees to handle Form Y orders, flagging service, etc., and the manner in which they are compensated.

As a result of the discussion, it was agreed that when necessary to establish positions to handle Form "Y" train orders, flagging duties, and related functions to protect the track structure, the employee utilized shall be compensated at the rate of Assistant Section Foreman, Position No. 301, in Group 8(b). It was also understood that when positions of Assistant Section Foreman are bulletined for this purpose, the duties of the position will be described in the remarks section of the bulletin. In addition, if overtime service is required, such service shall flow to the incumbent of the position.

The handling set forth above shall not prohibit the bulletining of positions of Extra Gang Foremen in Group 8(a), when necessary to establish flagging gangs for special projects, or for the use of sectionmen, extra gang laborers or other employees to flag in connection with work of their assigned gang.

To indicate your concurrence, please affix your signature in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

May 5, 1988

U-210-9

Mr. R. B. Wehrli
General Chairman, BMWWE
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

This refers to our recent discussion in conference concerning the use and assignment of Group 8 (b) Assistant Track Foreman to perform certain flagging work. During our discussions you indicated you felt that an inequity existed given the fact that the regular assigned Group 8 (a) Section Foreman would not have the opportunity to perform such service, which normally entails a significant amount of overtime, without forfeiting his Group 8(a) rights.

In recognition of the apparent inequity, it was agreed that Agreement Rule 4 would be amended by adding the classification of Track Patrol Foreman.

Group 8(a) - Section, Track Maintenance,
Extra Gang, Rock Patrol,
Fire Patrol and Track Patrol Foreman.

The Track Patrol Foreman, while considered a Group 8 (a) position, will carry a rate of pay equivalent to that of a Rock Patrol Foreman as found under Group 8 (a). To the extent the classification of Assistant Foreman was utilized in the past to perform certain flagging work, in the future the Group 8 (a) classification of Track Patrol Foreman will be utilized.

The handling set forth above shall not prohibit the bulletining of Extra Gang, Foremen in Group 8 (a), when necessary to establish flagging gangs for special projects, nor will this understanding in any way modify or affect the long-standing practices involving other flagging operations.

To formally signify your concurrence in this change, would you kindly please affix your signature in the space provided below returning the original for my file.

Please advise.

SIGNATURES NOT REPRODUCED

APPENDIX "FF"

July 3, 1990
U-210-5

Mr. R. B. Wehrli
General Chairman BMWWE
1453 Chester St.
Aurora, CO 80010

Dear Sir:

This has reference to our previous discussions and the Agreement dated August 16, 1989, covering the P-811 Track Laying Machine which is leased from Tamper Corporation in connection with installation of rail and concrete ties

As was indicated to you in our conversations, we contemplate utilizing this machine again commencing July, 1990. Due to the production rates and performance standards required with the leasing of the machine, certain employees from Tamper are required in connection with the supervision and operation of the P-811. In view of the previous Agreement of August 16, 1989, and subsequent discussions, it is understood that when this machine is utilized on the property, the following positions will be filled by Tamper employees on Tamper's payroll and will not, in any way, be subject to the provisions of the Collective Bargaining Agreement dated January 1, 1973, as amended, between the Union Pacific Railroad and the Brotherhood of Maintenance of Way Employees (BMWWE).

The positions are as follows:

- (a) One (1) Supervisor responsible for the entire P-811 operation. This individual will not take the place of the System Rail and Concrete Tie Gang Foreman assigned in connection with the P-811 operation.
- (b) One (1) Assistant Supervisor responsible for assisting the supervisor identified in paragraph (a) above. This individual will not take the place of an Assistant Foreman assigned to the project.
- (c) One (1) Main concrete Tie Conveyor and TLM Operator.
- (d) One (1) Used Tie Pick-up Wheel Operator.

Additionally, the following conditions will apply:

- (1) Employees represented by BMWWE will be assigned to all other tasks associated with this project that are generally recognized as being covered by the Collective Bargaining Agreement between UP and BMWWE effective January 1, 1973, as amended. However, it should be

APPENDIX “FF”

understood that this clause does not prohibit the Company from utilizing any equipment that may become available.

- (2) In the interests of maintaining safety and/or eliminating monotony, the laborers filling the two (2) Tie Flipper positions will trade assignments on an “as needed” basis with the laborers filling the two (2) Pad Locator positions. Additionally, these employees will not be subject to displacement by senior employees and they will be expected to remain on these assignments throughout the duration of the project each year while the P-811 is on this property.
- (3) Further, in the interests of safety and productivity, the Track Machine Operators assigned to the Gantry Cranes and the Special Power Tool Machine Operator assigned to the Rail Centralizer/Liner position will not be subject to displacement by senior employees and they will be expected to remain on these assignments throughout the duration of the project each year while the P-811 is on this property.
- (4) A position of System Rail and Concrete Tie Gang Foreman will be established to work with the program. The monthly rate of pay will be \$2784.95 and Seniority Roster Group 26(a) will be amended to include this classification.

This Agreement is without prejudice to either party’s position concerning the leasing of equipment and will not be considered as a precedent to be cited in the future by either party. Furthermore, this Agreement applies only to the activities of the P-811 while on property covered under the UP/BMWE Collective Bargaining Agreement effective January 1, 1973, as amended, and will remain in effect unless cancelled, modified or superseded pursuant to the provisions of the Railway Labor Act, as amended.

If you are agreeable to the above understanding, will you please so indicate in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "FF-1"

July 3, 1990

U-210-5

Mr. R. B. Wehrli
General Chairman BMW
1453 Chester St.
Aurora, CO 80010

Dear Sir:

This has reference to our discussions concerning the letter of Agreement dated July 3, 1990, regarding the Gantry Crane Operator positions assigned to the P-811 machine which are to be filled by employees represented by the Brotherhood of Maintenance of Way Employees.

As indicated to you during our discussions, we are concerned about the safe and efficient operation of the Gantry Cranes. If problems arise which indicate that reconsideration should be given as to who should operate the Gantry Cranes, the parties will meet to resolve this issue.

Additionally, if qualified employees elect not to fill the Gantry Crane assignments, employees from Tamper may be used to fill such assignments until qualified candidates become available.

If you are agreeable to the above understanding, will you please so indicate in the space provided below.

Yours truly,

SIGNATURES NOT REPRODUCED

July 24, 1990

Mr. D. J. Smith
Gen. Director – Labor Relations
U.P.R.R. Company
1416 Dodge Street – Rm. 335
Omaha, NE 68179

Dear Sir:

This is in reference to our phone conversation July 23, 1990, concerning the P-811 Track Laying Machine Agreement dated July 3, 1990 file U-210-5.

Our conversation centered around the language contained in paragraphs (2) and (3) on page 2 which states:

“. . . will not be subject to displacement by senior employees and they will be expected to remain on these assignments throughout the duration of the project each year while the P-811 is on this property.”

In developing this language, it was our intent to have the employees assigned to the positions involved remain on those positions instead of exercising seniority to other positions of the same class and/or rate of pay. During our July 23rd phone conversation we clarified and agreed that the language was not developed to prevent the employees involved from exercising seniority or being promoted to fill other positions of a higher class and/or rate of pay, i.e. it was not intended to prohibit employees from making as much money as their seniority would allow or deny them opportunities for establishing seniority in the higher classes through the promotion process.

This letter merely serves to confirm that understanding. Thank you for your consideration.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "GG"

June 20, 1990

Files: U-210-16
U-210-9

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER STREET
AURORA, CO 80010

Dear Sir:

Reference our discussions concerning a new position in Group 15, Class C of the current Agreement.

Based on our discussions it was agreed that a position of Foreman-Material Distribution shall be established within seniority Group 15 (e). This position shall be monthly rated and on a division basis. This position shall be restricted to the Utah Division unless mutually agreed otherwise. The position's salary shall be \$2,397.83 per month.

It is also understood and agreed that this position shall be able to operate boom truck, fork lifts and other necessary equipment in the performance of its duties.

This letter of Agreement shall become effective July 1, 1990, and will upon serving of 30 days' written notice be subject to cancellation by either party.

If the foregoing accurately reflects our understanding, would you please formally indicate so by placing your signature in the space provided below returning the original for my file.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "HH"

August 27, 1997

File: 210-17

Mr. R. B. Wehrli
General Chairman, BMWWE
1010 S Joliet St. Suite 102
Aurora, Colorado, 80012

Dear Sir:

This is in reference to Appendix JJ of the Collective Bargaining Agreement and the seniority protest submitted on February 21, 1996 relative to the classification of Foreman Material Distribution.

As a result of our subsequent discussions, it was agreed to resolve the seniority protest as follows:

- (1) The classification for the Utah Division Foreman Material Distribution shall, from the effective date of this agreement forward, be recognized as Group 15 Class (e).
- (2) Appendix X Schedule of Rates of Pay shall be amended to read as follows under Group 15 Class (e): "Foreman Material Distribution (Utah Divi. Only)".
- (3) A Group 15 Class (e) seniority roster will be created and the employees possessing seniority as Foreman Material Distribution (Utah Div. Only) will be listed on such roster accordingly.
- (4) Any individual identified under (3) above who is listed on the Group 15 Class (a) Truck Driver Foreman seniority roster but has never established seniority in that class in accordance with the pertinent rules of the agreement, shall be removed from the roster accordingly.

To signify your concurrence with the above, please affix your name to the space provided below:

Yours truly,

SIGNATURES NOT REPRODUCED

December 4, 1990

180-100

Mr. R. B. Wehrli
General Chairman, BMWWE
1453 Chester Street
Aurora, Colorado 80010

Dear Sir:

This has reference to our discussion in conference on August 10, 1990, and your letter of August 6, 1990, to Mr. S. J. McLaughlin indicating your concern with the education process for laborers employed on our system and division extra gangs.

As a result of our discussion with some of the concerns you have expressed, you were advised that the "buddy system" concept certainly is deserving of further evaluation. As was stated in our conference, effective immediately, I have no objection to implementing the concept of having experienced workers share in educating newly employed laborers on our system gang and division extra gangs. In this regard, the objective will be to educate the new employee on work efficiency and safety. As indicated in your August 6th correspondence, this is a goal of both parties.

In implementing this education process, it is understood that the local manager will designate the experienced worker of his choice to be utilized in educating the new employee. The education process will be conducted while on the job and will be of a short duration; in most cases, not more than ten (10) working days. The employee that is utilized to assist the Foreman in the education process will be accorded a lump-sum adjustment of \$5.00 per day in recognition of the extra effort the employee will be required to put forth in educating the new employee(s). If an employee is responsible for educating more than one employee, there will not be an additional lump-sum adjustment of \$5.00 for each employee educated. Generally, an employee who is in the same classification and who has accumulated experience and knowledge of the work to be performed by the new employee will be utilized in the education process. This process will not infringe upon the rights of the Foreman, Assistant Foreman, nor managers to instruct or educate the new employee, but is merely an aid to the Foreman, Assistant Foreman, and managers in indoctrinating the new employee on the proper work procedure.

Lastly, it is understood that this Agreement is not intended to disrupt the present education process that goes on between employees but rather in those cases where we specifically recognize the need for a more formalized process in educating new employees, the process will be implemented when deemed necessary by local managers.

It is understood that this Agreement may be cancelled by either party by serving a 30-day written notice on the other party.

APPENDIX “HH”

If you are in agreement with the understanding as provided herein, will you please so indicate in the space provided below, returning two (2) originals to my office for my further handling.

Yours truly,

SIGNATURES NOT REPRODUCED

APPENDIX "II"

August 1, 1991

File: U-210-52

MR. R. B. WEHRLI
GENERAL CHAIRMAN, BMW
1453 CHESTER ST
AURORA, CO 80010

Dear Sir:

This is in reference to our previous conversations and exchange of correspondence concerning the Union Pacific Railroad's utilization of the new Plasser Rail Welding superjack machines.

As indicated during our discussions and witnessed during our on-site inspection in Corpus Christi, Texas, the machine employs a new technology for in-track welding never before used on this carrier's property. Skills and knowledge, different from those possessed by our present work force, are essential for the operation of the computerized parts of this equipment.

To justify the purchase of these expensive machines, the Carrier received assurances from the Plasser Company indicating it would meet specified production goals. As a contingency to meeting these goals it was necessary to include one Plasser Company's technicians or UPRR Company's technician in the operation, maintenance and repair of the equipment with Maintenance of Way employees.

This technician will establish no seniority and will not be covered by the Maintenance of Way Collective Bargaining Agreement. He will be primarily involved with any adjustments to and maintenance and repair of the computerized equipment. Additionally, he will oversee and assist in the welding operation of the machine.

In connection with the other personnel assigned to work with this machine, including the support gangs, it is understood that System Gang employees will be utilized when the machine is being used in conjunction with system rail relay projects, i.e. working with system rail or curve gangs. In conjunction with the other projects involving the utilization of the Plasser Welding machine, the employees assigned thereto, including the support gangs, will be comprised of division seniority personnel.

To accommodate the operation of this equipment on system rail relay projects only as referred to above, the following Group 27 with classes and rates of pay are hereby established pursuant to Rules 3 and 33(b) for the Maintenance of Way Foreman, Welder and Welder Helper positions:

APPENDIX “II”

		<u>Monthly</u>	<u>ST</u>	<u>OT</u>	
Group 27	(a)	Track Welding Foreman	\$2793.72	\$15.87	\$23.81
Employees assigned to the duties and responsibilities of supervising, instructing, and assisting employees assigned to work with Plasser Rail Welding machines on system rail relay projects.					
	(b)	Track Welder-Machine		13.85	20.78
Employees assigned the duties and responsibilities of performing welding work with the Plasser Rail Welding machine on system rail relay projects.					
	(c)	Track Welder Helper		12.75	19.13
Employees assigned to the duties and responsibilities of performing any work of which he is capable in helping the above referenced track welder which includes all preparatory and post welding work, i.e. rail cropping and grinding, etc.					

The seniority district for these newly established positions will be on a system basis and Rule 16(c) shall be amended to reflect this understanding.

To accommodate the welding operation of this equipment by division seniority personnel, the following positions with rates of pay will be utilized:

Group 14	(a)	Rail Heat Treating- Welder Foreman	2793.72*	15.87	23.81
	**(c)	Track Welder- Thermite & Machine		13.85	20.78
	(g)	Track Welder Helper		12.75	19.13

*Rate applies only when working with new Plasser Rail Welding Superjack machine.

**Title changed for this classification as indicated above.

Promotion to any of the Group 27 positions shall be based on ability and qualifications, and where these proficiencies are sufficient, the senior Track Subdepartment service date of the available employees involved shall prevail. Subject to appeal pursuant

APPENDIX "II"

to Rule 48(n) and Rule 49, the Management shall be the judge in determining whether or not an employee possesses sufficient ability and qualifications for the position to be filled.

If you are in agreement with the above understandings, will you please so indicate in the space provided below and return two originals to me for my further handling.

Yours truly,

SIGNATURES NOT REPRODUCED

MEDIATION AGREEMENT, CASE NO. A-7128

DATED FEBRUARY 7, 1965

between

RAILROADS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and the

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE
COMMITTEES

and their employees represented by the following organizations,

through the

EMPLOYEES' NATIONAL CONFERENCE COMMITTEE,
FIVE COOPERATING RAILWAY LABOR ORGANIZATIONS:

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

(As amended by Article XIX of the agreement of September 26, 1996 between the National Carrier's Conference Committee and the Brotherhood of Maintenance of Way Employes.)

M E D I A T I O N A G R E E M E N T

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

IT IS AGREED:

ARTICLE I – PROTECTED EMPLOYEES

Section 1 –

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

Section 2 –

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

Section 3 –

In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made

APPENDIX “JJ”

at any time during the said 30-day period below the number of employees entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employees entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4 –

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

Section 5 –

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

ARTICLE II – USE AND ASSIGNMENT OF EMPLOYEES AND LOSS OF PROTECTION

Section 1 –

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

Section 2 –

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

Section 3 –

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

ARTICLE III – IMPLEMENTING AGREEMENTS

Section 1 –

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

Section 2 –

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

Section 3 –

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

Section 4 –

In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employees to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employees, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5 –

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

ARTICLE IV – COMPENSATION DUE PROTECTED EMPLOYEES

Section 1 –

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

Section 2 –

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

Section 3 –

Any protected employee who in the normal exercise of his seniority bids in a Job or is bumped as a result of such an employee exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4 –

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

Section 5 –

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

Section 6 –

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

ARTICLE V – MOVING EXPENSES AND SEPARATION ALLOWANCES

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

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

APPENDIX “JJ”

If the employee elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employees who resign to accept the separation allowance herein provided.

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

ARTICLE VI – APPLICATION TO MERGERS, CONSOLIDATIONS AND OTHER AGREEMENTS

Section 1 –

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

Section 2 –

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

Section 3 –

Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term “coordination” is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that

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Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

Section 4 –

Where prior to the date of this agreement the Washington job Protection Agreement (or other agreements of similar type whether, applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employee under this agreement.

ARTICLE VII – DISPUTES COMMITTEE

Section 1 –

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

Section 2 –

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

Section 3 –

Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employees’ National

APPENDIX “JJ”

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

Section 4 –

Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5 –

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

ARTICLE VIII – EFFECT OF THIS AGREEMENT

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employee Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of

APPENDIX “JJ”

this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

ARTICLE IX – COURT APPROVAL

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

SIGNATURES NOT REPRODUCED

AGREEMENT

WHEREAS, Article XII, Part A of the Mediation Agreement Case No. A-12718, (Sub 1, Sub 1A, Sub 2, Sub 3, Sub 4, Sub 5, Sub 6, Sub 7, and Sub 8), dated September 26, 1976 ("September 26, 1996 Agreement), between employees represented by the Brotherhood of Maintenance of Way Employes ("BMWE" or "the Union") and certain carriers represented by the National Carrier's Conference Committee ("NCCC") makes certain amendments to the Mediation Agreement, Case A-7128, dated February 7, 1965 ("February 7, 1965 Agreement"), and

WHEREAS, the carriers covered by Article XII, Part A, which are represented by the NCCC ("Covered Carriers" or "Carrier"), and the BMWE have concluded that the Disputes Committee procedures contained in Article VII of the February 7, 1965 Agreement should be revised, it is hereby

AGREED, that, the following procedures will supersede the dispute resolution procedures set forth in and established under Article VII of the February 7, 1965 Agreement as regards any dispute between BMWE and the Covered Carriers arising under the February 7, 1965 Agreement, as amended.

I Handling of Claims

- A. Each Carrier shall designate an officer or officers to receive initial claims arising under either the February 7, 1965 Agreement or the Washington Job Protection Agreement of 1936 ("WJPA"). The Carrier shall notify the Union in writing of the names and addresses of such designated officer or officers. All claims under the provisions of these Agreements shall be presented to the designated officer by the employee or his designated representative within sixty (60) days following the end of the calendar month in which the claim arose. The claim shall be barred if not presented within such period. The designated officer who received the claim shall deny or allow it within sixty (60) days from the date of the receipt. Any denial must be in writing and state the reasons for denial of the claim. If the designated officer fails to respond to the claim within the time provided, the claim shall be allowed as presented, but this shall not be considered as precedent or waiver of the contentions of the Carrier as to other similar claims.

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- B. An appeal (including a request for conference) to the Carrier’s highest designated officer to hear such claims may be taken by either the employee or his designated representative anytime up to sixty (60) days after the date of the claim’s denial. A failure of the employee or his designated representative to make such an appeal shall close the matter, but this shall not be considered as a precedent or waiver of the contentions of the employee or his designated representative as to other similar claims or grievances.
- C. The parties shall confer regarding the appeal within thirty (30) days following the highest designated officer’s receipt of the appeal and such officer shall respond, in writing, to the appeal within sixty (60) days following the date of the appeal conference. If the highest designated officer fails to respond to the appeal within the time provided, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims.
- D. Any appeal denied by the Carrier’s highest designated officer may be listed for resolution by the Special Board of Adjustment established in Article II, below. Any such appeal shall be taken within three (3) months of the date of the Carrier’s denial of the appeal. A party’s failure to list any appeal within the time limits specified in this section shall close that specific claim; however, failure to proceed to arbitration shall not be considered as a precedent or waiver of the contentions of the party as to other similar claims.

II Arbitration Committee

- A. There shall be established a Special Board of Adjustment, in accordance with Section 3, Second of the Railway Labor Act, which shall be known as Special Board of Adjustment No. 1087, hereinafter referred to as the Board. This Board shall have jurisdiction to hear disputes arising under the Agreement of February 7, 1965 in Mediation Case No. 7218, as amended, and the WJPA. The Board shall not have the authority to add contractual terms or to change existing agreements governing rates of pay, rules, and working conditions.
- B. The Board shall consist of five members. Two members shall be selected by the Covered Carriers and shall be known as the “Carrier Members”. Two members shall be selected by the BMWU and shall be known as the “Union Members”. The third member, who shall be Chairman of the Board, shall be a neutral person, unbiased as between the parties. The Carrier Members and the Union Members may be changed at any time by the respective parties designating them upon notice to the other party.
- C. The Carrier and Union Members shall confer within five days after the date of

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this Agreement for the purpose of selecting the Neutral Member of the Board.

If the party members agree upon the Neutral Member and the person so agreed upon accepts appointment, then such person shall serve as Chairman of the Board. If, within five (5) days after such first conference, the party members fail to agree upon the Neutral Member, either party may request the National Mediation Board (“NMB”) to provide a list of seven (7) potential arbitrators from which the parties shall choose the Neutral Member by alternately striking names from the list, which first strike to be allocated to a party by a coin toss. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel nor shall they do anything to delay the striking process.

- D. The Neutral Member initially chosen shall sit for a term of one year and that member’s term may be renewed in one year increments by agreement of the parties. Should the parties desire to change the Neutral Member, the procedures set forth in Section C, above shall be followed and the newly chosen Neutral Member shall sit for a term of one year and his or her term may be renewed in one year increments by agreement of the parties.
- E. The compensation and expenses for the Carrier Members shall be borne by the Carriers. The compensation and expenses of the Union members shall be borne by the BMW. The compensation and expenses of the Neutral Member and all other expenses shall be borne half by the Carriers and half by the BMW.

III Arbitration Procedures

- A. The employee or his designated representative may list a dispute for resolution before the Board by filing with the Carrier Members and the Chairman a notice of intent to submit an ex parte submission on the matter. The notice of intent must be filed within the time limits set forth in Article I D, above. The parties must exchange their submissions within sixty (60) days following the filing of the notice of intent.
- B. The Board, upon its own motion, may accept and consider evidence relevant to the dispute not part of the handling of the dispute on the Carrier’s property.
- C. The Board shall conduct hearing whenever five (5) disputes have been listed or whenever six (6) months has elapsed since the last hearing and at least one dispute between the parties has been listed, whichever occurs first. Oral hearings are required on every dispute unless waived by the moving party. Parties to a hearing may be represented by counsel.
- D. The Board shall issue a written award in the case submitted to it within thirty (30) days following the close of the hearing. Any three members

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of the Board shall be competent to render an award. Copies of the award shall be furnished to the parties of the dispute.

- E. The Board shall have jurisdiction to render an interpretation of any award issued by it, provided that, any request for an interpretation must be filed, in writing, with the Board within ninety (90) days following the date of the award.
- F. Awards by the Board shall be final and binding, subject to judicial enforcement or review under the provisions of Section 3 First (p) and (q), of the Railway Labor Act.

Signed this 25th day of October, 1996.

SIGNATURES NOT REPRODUCED

APPENDIX "KK"

May 6, 1988
U-210-31

Mr. R. B. Wehrli
General Chairman, BMWWE
1453 Chester Street
Aurora, Co. 80010

Dear Sir:

This refers to our discussion in conference this date concerning a proposal to establish a second shift operation at the Laramie Panel Plant with a starting time outside the limitations specified under Rule 31.

It is contemplated that the second shift would be assigned a starting time of 10:30 A.M. under a Monday through Friday work week. This scheduling will permit us to increase the overall size of our force now working at the plant and will permit both shifts to operate exclusively during daylight hours. It is contemplated that the second shift arrangement could possibly continue through November. In consideration of the deviation from the standard arrangement outlined under Rule 31, for a second shift operation, it was agreed that employees assigned to the second shift operation would be assigned an eight (8) hour shift running from 10:30 A.M. until 6:30 P.M. and such employees will be allowed a twenty (20) minute period in which to eat without deduction in pay.

In addition, it was agreed that the starting time of five (5) positions currently assigned to the first shift would be changed to 10:30 A.M. to assist second shift operations and the employees currently assigned to said positions will be afforded thirty-six (36) hours advance notice of the change in starting time pursuant to Agreement Rule 31(a).

If the foregoing accurately reflects the understanding reached in conference, would you please formally indicate so by placing your signature in the space provided below returning the original for my file.

Please Advise.

Yours truly,

SIGNATURES NOT REPRODUCED

July 1, 2001

Mr. D. D. Tanner
General Chairman, BMWWE
P O Box 850
Lyman, WY. 82937-0850

Dear Sir:

This is in reference to our updating of the collective bargaining agreement that is to become effective July 1, 2001.

During our discussions of this update, the question arose concerning whether various agreements should be included within the updated agreement. It was agreed that the following agreements will continue to be applicable but will not be included in the updated agreement:

1. Section 11 of the Section Truck Operator Agreement dated August 16, 1993, providing for preference in filling Section Truck Operators.
2. The Old Milwaukee Agreement and Letter of November 25, 1987 dealing with that agreement.
3. Article XVIII of 1992 National Agreement dealing with Interpretation Committee
4. June 8, 1993 Letter of Understanding dealing with agreement to standardize rates of Auto Spike Operators
5. August 12, 1993, Letter of Understanding establishing that it was not the intent of agreement to replace District Truck Operators with Sectionman Truck Operators.
6. Letter of November 17, 1994, recognizing that employee cannot bid from division to system to another division and retain seniority in first division.
7. Letter of November 17, 1994, interpreting Rule 22(k) and use of furloughed employees.
8. The letters of August 29, 1995, and May 5, 1997, interpreting Section 10 of Truck Operator Agreements when seniority is frozen.
9. Item Number 30 of 1996 National Agreement dealing with Safety Committees.
10. C&NW District 4 and 6 Implementing Agreements
11. Letter of February 4, 1998, concerning prior rights
12. Letters of October 28, 1997, July 2, 1998, August 10, 1998, concerning RPTMO's on Nebraska Seniority Division
13. Letter of June 25, 1998, concerning Carpenter Truck Operators on Nebraska Seniority Division
14. Implementing Agreement transferring line west of Daggett to SP(WL) collective bargaining agreement.
15. Implementing Agreement transferring SP(WL) line north of Willsburg Junction to UP

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- collective bargaining agreement.
16. Spokane International Implementing Agreement
 17. D&RGW Implementing Agreement
 18. Agreement establishing Public Law Board 6237.
 19. Agreement of March 29, 2001, establishing track maintenance gangs to perform work in conjunction with detector cars working over the Nebraska and Wyoming Seniority Divisions.
 20. Letter of Understanding dated March 29, 2001 classifying backhoes with trucks.
 21. Letter of Understanding dated April 27, 2001 interpreting Rule 22(b)
 22. Agreement of May 29, 2001, establishing a Switch Maintainer position to work on both the Utah and California Seniority Divisions

Portions of these agreements have been incorporated into the collective bargaining agreement. To the extent these agreements have not been incorporated, they will remain in effect.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

AGREED:

Yours truly,

General Chairman, BMW

W. E. Naro
General Director Labor Relations

APPENDIX "LL"

I, _____, acknowledge receipt of a copy of the collective
(employee's name)

bargaining agreement between Union Pacific Railroad Company and the Brotherhood of Maintenance of Way Employees (Union Pacific System Division), which became effective July 1, 2001. I understand that I am entitled to one copy of this agreement that is provided by the company. I further understand that any additional copies will cost me \$15.00 each, which must be paid prior to receipt of any additional agreements.

(Employee's Signature)

WITNESS:

(Supervisor's Signature)