



**BUILDING AMERICA®**

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

This agreement establishes procedures for the establishment of a System Welding Gang on the present territory of employees represented by the Brotherhood of Maintenance of Way Employees with the Chicago and North Western Transportation Company (C&NW) Agreement (effective November 1, 2001, as amended). System welding gangs shall not be used in lieu of regularly assigned section gangs to perform work customarily performed by said section gangs on their respective section territories.

**IT IS THEREFORE AGREED:**

**Section 1.**

(a) On the effective date of this agreement, the Carrier may establish no more than three (3) System Welding Gang to perform In-track and Thermite welding work on the six (6) Track seniority districts. Positions on these gangs will be bulletined on the six (6) seniority districts to all Track Sub department employees holding seniority on such seniority districts.

(b) Positions that may be assigned to the welding gangs are as follows:

- 2 Foreman Class 1
- 1 Assistant Foreman/Asst. Foreman-Truck Driver
- 10 Welders
- 2 Trackmen
- 1 Common Truck Driver (Boom Truck) and/or 1 Common Operator (Speed Swing) will be assigned to the gang.

Each welding gang may consist of six (6) to sixteen (16) positions. If the gang consists of eight (8) or less positions, the gang is required to have one (1) trackman assigned. If the gang consists of nine (9) or more positions, it must have two (2) trackmen assigned.

If in the event the Carrier elects to utilize the services of a Holland Welding Machine or any other technological welding machines that would perform scope covered work, as a contingency to meeting production goals it is recognized the carrier may utilize one Company Technician 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 in the welding operation of the machine.

(c) Bulletins and assignments will be made in conformity with the rules of the collective bargaining agreement. In making assignments the applicant's seniority in the class on their seniority district roster will be used. Where more than one employee has the same seniority date in the class the employee with the oldest seniority date in the next lower class **will** be considered senior. If all of the seniority dates in the successive lower classes are identical the oldest employee by age will be considered senior.

## **Section 2.**

(a) Employees assigned to the System Welding Gang will be allowed a daily per diem based upon the work schedule in accordance with the April 25, 2012 Local National Agreement which applies to gangs in mobile service.

(b) Employees assigned to the System Welding Gang will be entitled to Article XIV (Travel Allowance) of the September 26, 1996 BMW National Mediation Agreement when applicable.

## **Section 3.**

(a) Employees filling a position on a System Welding Gang 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.

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

(1) such employees continue to fill a System Welding Gang 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 System Welding Gang positions 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 the collective bargaining agreement to another System Welding Gang 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 under the terms of the 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  
1400 Douglas St. STOP 1755  
Omaha, Nebraska 68179

Applications 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 4.**

Assignments will be made in accordance with the provisions of the November 1, 2001 C&NW Agreement. All positions will be assigned to the senior bidder based on their District Seniority Date in the Work Classification for which they apply.

(a) When no bids are received from employees holding seniority, the position will be filled by assigning the senior qualified employee of the next lower class, successively, until the vacancy is filled.

(b) If the vacancy is not filled under the provisions of (a) above, the Carrier may recall the senior furloughed protected employee who holds seniority in the class in which the vacancy occurs from the seniority district on which the System Welding Gang is working.

An employee who does not respond to recall to a position on another zone of their seniority district will be subject to the provisions of the applicable employee protective conditions.

(c) If the vacancy is not filled under the provisions of (a) or (b) above such vacancy will be filled in accordance with the terms of the collective bargaining agreement.

(d) Employees who are force recalled to a position on a System Welding Gang on their seniority district who are not agreeable to moving with their assignment and having an assembly point off their seniority district, must personally notify their supervisor at least ten (10) working days prior to their assignment leaving their seniority district.

Employees who are force recalled to a position on a System Welding Gang on their seniority district that is leaving that district in less than ten (10) working days from the date of arrival on the gang will be allowed to vacate their assignment when it leaves their home seniority district even though they were unable to provide the ten (10) working day notice. 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, will not be entitled to the provisions of this rule. Employees bidding or displacing on to a System Welding Gang will not be entitled to the benefits of this rule.

Employees who choose to vacate their assignment per this provision will not lose seniority or benefits under the Mediation Agreement of February 7, 1965 as amended or under any other agreement unless such protection was established on a position covered by this agreement.

(e) New employees hired for the System Welding Gang will be assigned a seniority date on the seniority district where employed. If the employee's residence is not on the seniority district where employed or if another seniority district is closer to their residence they will have sixty (60) calendar days from the date they first draw compensation to advise the Carrier in writing that they elect to have their seniority rights established on the seniority district closest to their residence.

Employees hired as a Common Machine Operator on a System Welding Gang for a machine which is utilized in both the Track and B&B Sub departments will be required to designate whether they desire their seniority on the basic Track or basic B&B roster.

**Section 5.**

(a) Should any disputes regarding the application of this agreement arise, the Parties shall meet in an attempt to resolve any and all issues as soon as possible.

(b) 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.

(c) 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 become effective the first day of October, 2017. Signed this 22<sup>th</sup> day of September, 2017.


AGREED:

  
General Chairman

  
Director of Labor Relations

APPROVED:

  
Vice President

  
General Director of Labor Relations