

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 (Former Southern Pacific-Western Lines), which became effective July 1, 2002. I understand that the terms of the agreement entitle me to one copy provided by the company. I further understand that any additional copies of the agreement will cost me \$15.00 per copy, which must be paid prior to receipt of any additional books

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

WITNESS:

\_\_\_\_\_  
SUPERVISOR SIGNATURE

\_\_\_\_\_  
DATE

# AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYEES

(Former Southern Pacific-Western Lines)

Governing the Wages and Working Conditions of  
Employees in the classes listed herein in the  
Maintenance of Way & Structures Department

Effective: October 1, 1973

(Last Revised December 31, 2003)

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## RULE 1 - SCOPE

These rules govern rates of pay, hours of service, and working conditions of employees in all sub-departments of the Maintenance of Way and Structures Department (not including exempt employees above the rank of track supervisor) represented by the Brotherhood Of Maintenance Of Way Employees, such as:

(a) Foremen and assistant foremen of bridges, buildings, tunnel, painter, construction, concrete, mason, water supply, plumbing, paving, fence gang, pile driver, and all other employees coming under the supervision of such foremen.

(b) Pile driver, ditching, hoisting engineers, steam crane operators (other than those employed in the Mechanical Department), steam shovel engineers, crane men, firemen, and miscellaneous equipment operators.

(c) Drawbridge tenders, drawbridge deck men, drawbridge helpers and drawbridge sweepers.

(d) Pumping engineers and pumpers (fuel oil and water).

(e) Truck Drivers.

(f) Track Supervisor, Foremen - Inspection and Repair, foremen and assistant foremen of terminal, section, extra gang, grading, yard, construction, work train, gravel pit, quarry and powder gangs, and all employees coming under the supervision of such foremen.

(g) Crossing flagmen, tunnel watchmen, bridge watchmen, miscellaneous watchmen, and lamp tenders.

(h) Track welders, plant welders, grinder operators, and their helpers.

(i) Foreman – Material Distribution

## RULE 2 - SUB-DEPARTMENTS

It is understood that the following sub-departments have been established within the Maintenance of Way and Structures Department:

Track Sub-department  
Bridge and Building Sub-department  
Water Service Sub-department  
(Electrical and Mechanical #)  
System Work Equipment Sub-department  
Track Welding Sub-department  
Miscellaneous Sub-department

# Used for identification purposes only.

Any other sub-departments that may hereafter be established will be by negotiation between the General Chairman and the Management.

### RULE 3 - CLASSES

Each occupation in the sub-departments will constitute a class, and be listed by class in numerical sequence, the lowest number designating the highest class and the highest number designating the lowest class. Such sequence will be determined by Section (f) of Rule 26. Any existing occupation now covered by the current agreement, which is not listed in Section (f) of Rule 26, will constitute a class and be assigned to the proper sub-department, and will be subject to inclusion the same as though it were listed.

Not later than 10 days following the establishment of a new class and rate of pay in accordance with the provisions of Article III of the October 7, 1959 Mediation Agreement (see Appendix A), the General Chairman of the organization will be furnished notification thereof. It is agreed that any award which might be rendered in accordance with paragraph (c) (5) of the October 7, 1959 Agreement will be applied retroactively to the date new class and rate was established.

#### RULE 4 - VALIDATING RECORD

(a) PROBATIONARY PERIOD - 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.

(b) OMISSION OR FALSIFICATION OF INFORMATION - An employee who has been accepted for employment in accordance with Item (a) will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information therefrom unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

(c) SERVICE LETTERS RETURNED - An employee who enters the service of the Company will, upon written request within sixty (60) calendar days, have returned to him all certificates of service, letters of recommendation, and other papers which have been furnished by him.

(d) SERVICE LETTERS FURNISHED - Employees leaving the service of the Company will be furnished with service letters upon written request.

## RULE 5 - SENIORITY

(a) SENIORITY ESTABLISHED AND CONFINED TO SUB-DEPARTMENT - Seniority of all employees in all sub-departments will be shown by classes and each occupation will constitute a class. Each class will be listed in numerical order beginning with number one (1), which will designate the highest class, and the highest number will designate the lowest class.

Seniority in all classes will begin as of the date the employee is assigned by assignment notice to the class or as of the date that he qualifies for a class under the provisions of Rule 8 of this agreement.

(b) SENIORITY DISTRICTS - Seniority rights of employees in the B&B, Water Service (Electrical and Mechanical) and Track Sub-Departments will be restricted to districts having boundaries as follows:

### OREGON DIVISION

1. Eastern District
  - MP 764.80, Willsburg Junction
  - MP 430.79, east of Ashland
  - MP 527.00, west of Crescent Lake\*
  - \* Excluding Water Service
2. Western District
  - MP 211.82, east of Tehama
  - MP 430.79, east of Ashland
  - MP 527.00, west of Crescent Lake
  - MP 336.46, east of Flanigan
  - MP 336.33, connect to W.P.R.R. for Bridge Track Operation

### SACRAMENTO DIVISION

1. Western District
  - East Switch at Portola MP 323 to Tracy MP 70.0
  - MP 211.82, east of Tehama
  - MP 76.80, east of Davis
  - MP 80.70 Martinez-Tracy Line and MP 66.50, Niles-Tracy Line, (west of Tracy)
  - MP 173.00, west of Mendota
  - MP 199.28, west of Biola Jct.
  - MP 87.80, west of Washington
  - MP 241.63, west of Reno
2. Eastern District
  - East Switch at Portola MP 323.00 to MP 766.20\*
  - \*MP 532.1 for Water Service Only
  - MP 241.63, west of Reno



MP 336.46, east of Flanigan  
MP 780.58, Ogden\*\*  
\*\* MP 532.1 for Water Service Only

#### WESTERN DIVISION

MP 76.80, east of Davis  
MP 87.80, west of Washington  
MP 80.70, Martinez-Tracy Line and MP 66.50, Niles-Tracy Line,  
west of Tracy  
MP 246.40, west of San Luis Obispo  
MP 70.0 (Tracy) to San Francisco MP 0.0

#### SAN JOAQUIN DIVISION

MP 173.00, west of Mendota  
MP 199.28, west of Biola Jct.  
MP 449.77, west of Saugus  
MP 461.90, Palmdale-Colton Lines, west of Hiland

#### LOS ANGELES DIVISION

MP 249.70, west of San Luis Obispo  
MP 449.77, west of Saugus  
MP 737.83, east of Yuma  
MP 461.90, Palmdale-Colton Line, west of Hiland  
All tracks west of Daggett (MP 158.9)

#### TUCSON DIVISION

1. Western District
  - MP 737.83, east of Yuma
  - MP 1147.20, west of Lordsburg
  - MP 1108.94, east of Douglas
  
2. Eastern District
  - MP 1147.20, west of Lordsburg
  - MP 1628.13, Tucumcari
  - MP 768.7 (Sierra Blanca) to MP 512.0 (Big Spring) for Water Service Only
  - MP 827.0 (El Paso) to MP 608.5 (Alpine Jct.) for Water Service Only

Seniority districts established by this rule will be changed only by agreement.

(c) SYSTEM WORK EQUIPMENT, TRACK WELDING - Employees in the System Work Equipment and Track Welding Sub-departments will have system seniority.

(d) SYSTEM AND REGIONAL GANGS - Employees assigned to System and Regional Gangs will retain and accumulate seniority in their respective sub-departments and classes on their home seniority districts.

(e) COMPOSITE POSITIONS - When composite positions and wage rates are established, they will be established by agreement between the Management and the General Chairman.

(f) TRUCK DRIVER (SEMI TRAILER) - It is understood that incumbents of Truck Driver (Semi-Trailer) positions may be required on occasion to operate their vehicles beyond the limits of the division on which they are assigned. When required to leave their home station, they will be allowed expenses as provided under Rule 29.

## RULE 6 - SENIORITY ROSTERS

(a) WHEN PROVIDED - Seniority rosters as of January 1st will be compiled each year by sub-department and seniority district, and furnished to the employees affected not later than the 25th day of February. Seniority rosters of laborers in the Track Sub-department however will be posted on the bulletin board provided at gang headquarters and work locations. Seniority rosters will show each employee's name in full, the last four digits of their Social Security Account Number, and date of entry into the service of the Company. They also will show the seniority date of all employees in each of the respective classes of the sub-department, which will be compiled separately.

(b) SYSTEM ROSTERS – System Gang Seniority rosters will show each employee's name in full, last four digits of their Social Security Account number, the date entered service, the class, sub-department and district where seniority originated; also the number of gang and the date entered service on the System Gang. Such employees also will be carried on the seniority rosters of their respective seniority districts.

(c) NUMBER COPIES FURNISHED - The District Chairman will be furnished two copies of seniority rosters covering employees on their respective districts. The General Chairman will be furnished six copies of rosters of each district and all System employee gangs.

(d) CORRECTIONS - Rosters will be open for correction for a period of sixty (60) calendar days after they are compiled and posted. Any seniority roster dates, which have not been protested for two successive seniority rosters, will not be open to any protest thereafter. Typographical errors in established seniority dates will, however, be subject to correction at any time. No employee's name will be deleted from the seniority roster as long as he has the right to exercise his seniority in classes covered by this Agreement. Corrections made to seniority rosters will be promptly furnished, with one copy to the employee making protest, two copies to the District Chairman involved, and six copies to the General Chairman.

(e) NUMERICAL ORDER - The seniority dates of employees in the various classes will be shown on the rosters in numerical order. In determining the numerical order, when seniority date in the class is identical, preference will be given to the employee who first drew compensation in the class; when date of drawing compensation in the class is identical, preference will be given to the employee with the greater length of service in the sub-department. If no other service in the sub-department, the date and time of the application will govern.

If the question cannot be resolved by any of the above provisions, the question will be settled on the basis of the age of the employees involved, and will be used to dispose of the issue by according the seniority date to the senior of the group involved.

(f) SAMPLE ROSTER – To eliminate confusion and establish uniformity, an example of an approved seniority roster is shown hereunder and is a part of this rule.

WESTERN DIVISION  
 Seniority Roster  
 Maintenance of Way and Structures Department  
 Track Sub-department  
 January 1, 2001

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FOREMEN

Name	Last Four Digits Social Security Number	Sen. Date	Service Date With Company	Location, Gang No. or Status
1. J. Doe	0000	7-1-50	8-3-40	Oakland
2. R. Lee	0899	8-1-59	3-15-42	Roadmaster
3. J. Blow	0602	9-1-59	10-15-42	Retired (Dis.)
4. D. Kay	0764	10-1-59	2- 8-42	Ex. Gang 34 (Absent in Military Service)

ASSISTANT FOREMEN

1. J. Doe	0000	6-14-48	8-3-40	Foreman
2. J. Blow	0602	4-20-51	10-15-42	Retired (Dis.)
3. R. Roe	4362	12-14-53	6-4-43	Ex. Gang 12
4. J. Smith	2310	1-17-54	8-10-43	Ex. Gang 2

TRACK LABORERS

1. J. Doe	0000	8-3-40	8-3-40	Foreman
2. R. Lee	0899	3-18-42	3-18-42	Roadmaster
3. J. Blow	0602	10-15-42	10-15-42	Retired (Dis.)
4. D. Kay	0764	1-6-43	2-8-42	Foreman (Absent in Military Service)
5. R. Roe	4362	6-4-43	6- 4-43	Asst. Foreman
6. J. Smith	2310	8-10-43	8-10-43	Asst. Foreman
7. J. Jones	1872	12-11-43	12-11-43	Ex. Gang 8
8. R. Sims	4876	2-2-44	2-2-44	Ex. Gang 10
9. H. Johns	4325	8-12-45	8-12-45	Ex. Gang 14

NOTE: Seniority rosters will be compiled in class order as reflected in Class and Wage Schedule, Rule 26(f).

CONSOLIDATED SYSTEM ROSTER FOR FOREMAN  
 NAME

RANKING	LAST	INITIALS	SOCIAL SECURITY	SERVICE DATE	SENIORITY DATE	PRIOR RIGHTS
0032	DOE	A.B.	123-45-6789	04-10-73	12-08-75	D
0033	SMITH	C.D.	432-54-9876	09-03-70	02-11-76	U

## RULE 7 - PROMOTIONS

A promotion is an advancement from a lower class to a higher class. Subject to applicable qualification requirements set forth in other rules of this agreement, promotions will be based on seniority. Fitness and ability being sufficient, seniority will prevail.

Employees declining promotion will not lose their existing seniority, but employees who elect to remain in a lower class when their seniority in a higher class should be exercised under other rules of this agreement will forfeit their seniority in such higher class.

## RULE 8 - QUALIFICATIONS

(a) APPLICATION - Employees who make application for an advertised position under the provisions of Rule 10 must meet the required physical and written examinations.

Employees who make application and are assigned to a position must remain on that position until they have been qualified or disqualified.

(b) FAILURE TO QUALIFY - Employees who fail to meet the necessary requirements within 30 days of filling an assignment will be advised in writing of the reason or reasons therefor and they will not be privileged to again make application for the same class for 90 days.

## RULE 9 - OFFICIAL POSITIONS

(a) RETAIN SENIORITY – (1) Effective October 17, 1986, all employees promoted subsequent thereto to official, supervisory or excepted positions from crafts or classes represented by BMWWE will be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent will be given a written notice by the General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

(2) Employees promoted prior to October 17, 1986, to official, supervisory, or excepted positions from crafts or classes represented by BMWWE will retain their current seniority but will be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate seniority.

(b) GRANTED LEAVE - An employee elected to a Federal or State office, or appointed as an Official of an agency of the Federal or State Government, will be granted a leave of absence for the duration of the term of office or appointment.

(c) RETURN TO SERVICE - In the event a position identified in (a) or (b) of this rule is abolished, or the employee is displaced or demoted, or he relinquishes the position, appointment or elective office, he may return to the seniority class from which taken and displace any assigned employee in the same class who is junior to him in seniority. If there are no junior employees in that class, he may exercise his acquired seniority in accordance with the provisions of Rule 13.

## RULE 10 ADVERTISEMENTS, ASSIGNMENTS AND CANCELLATIONS

(a) ADVERTISEMENTS - New positions and permanent vacancies will be advertised by telephonic system within 25 days previous to or 10 days following the establishment of the position or occurrence of permanent vacancy.

Temporary vacancies will be advertised by telephonic system within 25 days previous to or 10 days after they occur, except that vacancies of 30 days or less need not be advertised. Such advertisement will reflect the name of the employee whose position is being advertised and the approximate duration of the assignment, so far as practicable. Vacancies created by an employee bidding in a temporary vacancy will likewise be advertised as a temporary vacancy. In the event a vacancy has been assigned on a temporary basis for more than thirty (30) days, such temporary vacancy will be advertised on a permanent basis on the first advertisement notice after the expiration of such thirty (30) day vacancy. Upon return, an employee whose position has been advertised will return to his/her former position providing it has not been abolished or taken by a senior employee through displacement, in which case the returning employee will exercise displacement rights in accordance with Rule 13. Other employees similarly affected will have the same right.

Whenever a gang is changed from either headquartered to online or online to headquartered, the gang will be abolished (5-day notice) and re-advertised.

The position of Welding Foreman will be established on welding gangs consisting of six (6) or more employees. Gangs that consist of not less than two (2) but not more than five (5) welders may be directed by a Lead Welder. Gangs consisting of one (1) to three (3) welders may be directed by a welder.

(b) ASSIGNMENTS - New positions and vacancies subject to advertisement will be advertised for a period of 10 days. Applications for new positions and vacancies subject to advertisement must be filed on the telephonic system not later than 12 noon on the 10th day from date of advertisement, and applications not so filed will not be considered. Copies of bulletins and notices will be furnished to the General Chairman and the District Chairman. Employees who make application for positions advertised on the telephonic system will be permitted to withdraw their application prior to 12 Noon on closing date of advertisement notice. Thereafter, such withdrawals will not be permitted.

Senior applicants for positions advertised will be assigned by the telephonic system within five (5) days after close of advertisement notice. Successful bidder will be placed on the position within five (5) days after being assigned to the position unless prevented by sickness, vacation, or leave of absence. If a successful applicant is not placed on his newly-assigned position within ten (10) days after he is assigned to the position, unless prevented by sickness, vacation or leave of absence, he will be paid the established rate of either his newly-assigned position or the position on which he works, whichever rate is greater, and in addition thereto, a penalty allowance of three dollars (\$3.00) per work day until placed on his newly- assigned position.



(c) NO APPLICATION RECEIVED - Where positions and vacancies other than Foremen positions or vacancies are advertised under the provisions of this rule and no applications are received from employees who have established seniority in the class, the position will be assigned in the following preference:

- (1) The applicant within the sub-department who does not have seniority in the class. Where fitness and ability are sufficient, seniority will prevail.
- (2) The applicant from another sub-department who does not have seniority in the class. Where fitness and ability are sufficient, seniority will prevail.
- (3) The junior furloughed employee of the class.
- (4) The junior employee of the class who has displaced to a lower class.

(d) NO FOREMAN APPLICATIONS RECEIVED - Where foreman positions and vacancies are advertised under the provisions of this rule and no applications are received, the junior employee in a class who has bid or displaced in the class of laborer or helper or is out of service account force reduction will be assigned.

In the event there are no employees who have bid or displaced in the class of Laborer or Helper or is out of service account force reduction, the position or vacancy will be assigned to the junior employee\* who is qualified for service in the class.

\*NOTE: If an out of service employee is called and used under the provisions of this rule, the senior employee will be used.

(e) FORMER POSITIONS - When an employee makes application for and is assigned to an advertised position, his/her former position will be considered vacant and will be advertised. In the event an employee is not placed on his/her newly assigned position as a result of the position having been abolished, he/she will retain his/her former position and advertisement of said former position will be cancelled on the telephonic system.

(f) CANCELLATION - In the event a position under advertisement is abolished prior to assignment, notice canceling the advertisement of such position will be placed on the telephonic system.

(g) DISQUALIFICATION - An employee regularly assigned to a position or whose displacement is accepted, who fails within a reasonable time to demonstrate fitness and ability will vacate the position from which disqualified and will within five (5) working days, return to his former position, providing it has not been abolished or taken by a senior employee through displacement, in which case the returning employee will exercise displacement rights in accordance with Rule 13.

## RULE 11 - EQUAL OPPORTUNITY

The provisions of this agreement will be applied without regard to race, color, creed, sex or national origin.

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

## RULE 12 - VACANCIES

Positions undergoing advertisement and assignment or vacancies of thirty (30) calendar days or less duration that are to be filled will be filled in the following order:

- (a) By the senior employee of the class in the gang or at the location who through force reduction is working in a lower class;
- (b) By calling in seniority order employees in the class who through force reduction are working in a lower class and are within a reasonable distance;
- (c) In the event the vacancy cannot be filled in accordance with the procedures set forth above, an employee of the sub-department may be transferred to fill such vacancy.

Employees filling vacancies under the provisions of Items (b) and (c) of this rule, other than those in the gang or at the location used under these items, will be allowed travel time in accordance with Rule 30(a) and be reimbursed for expenses incurred in accordance with Rule 29(c).

## RULE 13 - FORCE REDUCTIONS - DISPLACEMENTS

(a) NOTICE OF FORCE REDUCTION - Except as otherwise provided in this section (a), positions will not be abolished or forces reduced until the employees affected have been given at least five (5) working days' advance written notice. When such notices apply to two or more employees in a gang, it may be posted at the headquarters point where bulletin boards are maintained for such purpose.

No advance notice will be required before positions are temporarily abolished or forces temporarily reduced where a suspension of the Company's operations in whole or in part is due to a labor dispute between the Company and any of its employees.

No advance notice will be required before positions are temporarily abolished or forces temporarily reduced under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, or a labor dispute (other than between the Company and any of its employees) provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by such an emergency force reduction and reports for work for his position without having been previously notified not to report, will receive four (4) hours' pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid in accordance with existing agreement rules.

Gangs will not be laid off for short periods when proper reduction of expense can be accomplished by first laying off the junior employees.

When force is reduced, the senior employee in the class or classes affected in the gang, or in case of employees not assigned to gangs, having headquarters at the location where reduction is to be made, will be retained.

(b) DISPLACEMENTS - 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 seniority and qualifications are held. Employees must exercise seniority within fifteen (15) calendar days from date of loss of position unless extension of time is agreed to by Labor Relations and the General Chairman.

Displaced employees will not be allowed to exercise seniority to fill positions for which they have not established seniority and qualifications.

The provisions of this paragraph (b) will not be interpreted to prevent an employee from exercising his seniority to acquire a position that has been advertised by bulletin. An employee who has filed an application for an advertised position before or during the first fifteen (15)-day period in which he may make displacement may withhold the exercise of his displacement right pending issuance of such assignment notice, and in the event he is not awarded the position his right to make displacement will be

protected for an additional seven-day period after the date of issuance of such assignment notice.

NOTE: B&B employees who have established and hold seniority within the B&B Sub-Department who lose their position through force reduction, position abolished, being displaced, or from an employee returning from sick leave may displace on a Steel Bridge Gang as provided in this Rule 13(b) regardless of their home district seniority.

(c) LEAVE OR VACATION - Employees losing their positions while on leave of absence or vacation will be allowed fifteen (15) calendar days to make displacement after returning and reporting for work.

An employee holding a position against which a displacement has been made, will not be considered as having lost his position until he is physically displaced therefrom, unless position is abolished prior to such physical displacement.

(d) PROTECTING POSITIONS OR VACANCIES - An employee losing his position through force reduction, abolishment or displacement who does not elect to remain in service through the exercise of displacement rights or who is unable to do so will assume the status of a furloughed employee

Furloughed employees and employees who have displaced in a lower class will be considered available to protect positions and vacancies in all higher classes in which he holds seniority as provided in Rules 12 and 15.

## RULE 14 - FILING ADDRESSES

An employee losing his position through force reduction, abolishment, or displacement, who is unable to exercise his seniority in accordance with the provisions of Rule 13(b), will assume the status of a furloughed employee, and will have his name carried on the seniority roster

Employees must have on file at all times a current address with the Director of Non-ops – Personnel Services. Advice of any change of address must be transmitted promptly via U.S. mail, or electronic mail, to the Director of Non-Ops – Personnel Services with copy to the General Chairman.

## RULE 15 - RECALL TO SERVICE

(a) FORCES INCREASED - Furloughed employees will be recalled to service in reverse seniority order and will be so notified by certified mail sent to their last address as recorded in compliance with Rule 14.

Employees will return to service within ten (10) calendar days, unless extension of time, not to exceed sixty (60) calendar days, has been approved by the proper officers of the Carrier and the Brotherhood to protect such employees against the ten (10) day limit. Failure to return to service as provided in this paragraph or as of the time he stands for recall, and failure to have advised the designated officer in writing of address where notification of recall is to be sent, will result in forfeiture of seniority rights, and his employment will be terminated.

(b) VACANCIES TO BE FILLED - New employees will not be brought into the service to fill new positions or vacancies in a class on a seniority district until employees in the service and furloughed employees in that class on that seniority district have been given an opportunity to take the positions.

## RULE 16 - RETURN TO HOME DIVISION, SYSTEM GANGS

An employee assigned to a System Gang under this agreement other than the System Track Welding or System Work Equipment, who is laid off due to force reduction and returns to his home seniority district, will be compensated at straight time rate during regular working hours, and on rest days and holidays during hours established for work periods on other days for time spent travelling.



## RULE 17 - TRANSFERS

(a) EMERGENCIES - In emergencies during which the Carrier's operation are suspended in whole or in part, employees may be transferred by direction of the Management from one seniority district to another for the duration of such emergency and will retain their seniority rights on the district from which transferred. The Carrier will furnish meals and lodging or actual necessary expenses of the employees transferred under this rule while away from their home district.

The General Chairman will be promptly notified of such transfers and the employees will be returned to their seniority district at the termination of the emergency for which called.

(b) PROGRAM WORK - The Management and the General Chairman may agree to transfer employees from one seniority district to another seniority district for the purpose of construction and completion of program work. Employees so transferred will not establish seniority on the seniority district to which transferred not suffer loss of seniority on their home district, neither will they be transferred to another seniority district unless they so desire. Such transferred employees will be furnished advertisement and assignment notices issued on their home seniority district. When such transfers are made the Carrier will furnish transportation to and from the home district.

(c) EXCHANGE OF SENIORITY - When two employees, on different seniority districts, desire to exchange their district seniority rights, they will be allowed to do so, subject to approval of the Director of Labor Relations and the General Chairman of the Organization, in which case each employee will take the seniority dates of the junior employee.

## RULE 18 - WORK WEEK

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

(a) GENERAL - There is established for all employees, subject to the exceptions contained in this rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the operational requirements; so far as practicable, the days off will be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) FIVE-DAY POSITIONS - On positions the duties of which can reasonably be met in five 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 days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

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

(e) REGULAR RELIEF ASSIGNMENTS - All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary, on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under the agreement. Where no guarantee rule now exists, such relief assignments will not be required to have five days of work per week.

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

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

(g) NON-CONSECUTIVE REST DAYS - The typical work week is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest

days of positions or assignments covered by paragraphs (c), (d) and (e) of this rule, the following procedure will be used:

- (1) All possible regular relief positions will be established pursuant to paragraph (e) 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.
  - (4) Other suitable or practicable plans, which may be suggested by either of the parties, will be considered and efforts made to come to an agreement thereon.
  - (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
  - (6) If after all the foregoing has been done there still remains service which can -only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive 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 Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the agreement, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.
- (h) REST DAYS OF EXTRA OR FURLOUGHED EMPLOYEES - To the extent extra or furloughed men may be utilized under the agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
- (i) BEGINNING OF WORK WEEK - The term "work week" for regularly assigned employees will mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees will mean a period of seven consecutive days starting with Monday.

(j) GUARANTEES - Nothing contained in this rule will be construed to create a guarantee of any number of hours or days of work where none now exists.

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

## RULE 19 - HOURS OF SERVICE

(a) BASIC DAY - Eight (8) consecutive hours, exclusive of the meal period, except as otherwise provided in paragraph (c) hereof, will constitute a working day.

(b) HOURS PAID FOR - Regularly established daily work hours will not be reduced below eight (8) hours per day, five (5) days per week, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.

(c) DAY'S WORK - For regular operation requiring continuous hours, eight (8) consecutive hours, without meal period, may be assigned as constituting a day's work, in which case twenty (20) minutes will be allowed in which to eat without deduction in pay.

## RULE 20 - HOLIDAYS

Employees covered by this agreement will continue to be subject to terms and conditions of Article II - HOLIDAYS of Agreement of August 21, 1954, and applicable amendments thereto.

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 the National Agreements of August 19, 1960, November 20, 1964, May 17, 1968, February 10, 1971 and June 16, 1976 implementing Article III - Holidays - of the January 29, 1975 National Agreement, with appropriate source identification.

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 interpretations or application of any provision, the terms of the appropriate agreement will govern.

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Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee will receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

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

(ART. II - Holidays - Section 2(a) - 2/10/71 Agreement and Section 2 6/16/76 Implementing Agreement)

Effective January 1, 1983, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

- (a) Add the day after Thanksgiving Day and substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.
- (b) The holiday pay qualifications for Christmas Eve - Christmas will also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

- (c) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) will receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.
- (d) A monthly rated employee occupying a 5-day assignment or a position with Friday as an assigned rest day also will receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.
- (e) Except as specifically provided in paragraph (c) above, 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 the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(ART. IV - Holidays - 12/11/81 Agreement)

- (a) Holiday pay for regularly assigned employees will 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 will 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 will 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 will 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 preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.
- (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

(ART. III - Holidays - Section 1 5/17/68 Agreement)

Section 2(a). Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, will be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum will 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 will receive a corresponding adjustment.

Section 2(b). All other monthly rates of pay will be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum will 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) will receive a corresponding adjustment.

(ART. II - Holidays - Section 2(a) and 2(b) of 8/21/54 Agreement)

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

(ART. II - Holidays - Section 2(d) - 2/10/71 Agreement)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees will be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum will 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.



A corresponding adjustment will be made in weekly rates and hourly factors derived therefrom.

(Section 5, 6/16/76 Implementing Agreement)

The hourly factor as shown in Section 2(a) above, was as a result of the addition of the birthday holiday (later Good Friday) 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 (the day before Christmas is observed as a holiday, effective January 1, 1976, increased to 176 hours.

Section 3. A regularly assigned employee will 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 will be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek will be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof will qualify for such holiday pay if on the day preceding 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 purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

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

(ART. III - Holiday - Section 2 - 5/17/68 Agreement)

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 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, 6/16/76 Implementing Agreement)

Section 4. Provisions in existing agreements with respect to holidays in excess of the ten holidays referred to in Section 1 hereof will continue to be applied without change.

(Section 3(b), 6/16/76 Implementing Agreement)

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, Veterans Day and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.

(Section 3(a), 6/16/76 Implementing Agreement)

Section 5(b). All rules, regulations or practices which provide 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.

(ART. II - Holidays - Section 1(c) - 2/10/71 Agreement)

Section 5(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 day, and/or a vacation day.

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

Section 5(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.

(ART. III - Holidays Section 4 - 5/17/68 Agreement and ART.  
II - Holidays Section 1(c) - 2/10/71 Agreement)

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 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.

(ART. II - Holidays - Section 1(d) - 2/10/71 Agreement)

Section 7. When any of the ten 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 will, 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 will be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(ART. II - Holidays - Sections 1(e) and 2(c) - 2/10/71 -  
Agreement and Section 3(b) - 6/16/76 Implementing  
Agreement)

## RULE 21 - MEAL PERIODS

(a) REGULAR MEAL PERIOD - Regular meal periods will be observed at the work site or other convenient location between the beginning of the fourth hour and the beginning of the seventh hour computed from the assignment starting time, unless otherwise agreed upon by the carrier and the affected employees. The meal period will not be less than thirty (30) minutes nor more than one (1) hour. Wash facilities will be provided where the job location requires a meal period to be observed at the work site.

(b) WHEN REGULAR MEAL PERIOD IS NOT OBSERVED - It is not the intent of this rule to allow the carrier to require employees to miss a meal period. Whenever the meal period cannot be observed within the prescribed time period because of unusual circumstances and is worked, affected employees will be paid on a minute basis at the straight time rate and twenty (20) minutes in which to eat will be granted at the first opportunity without deduction in pay.

(c) ADDITIONAL MEAL PERIOD - Employees required to render more than three (3) hours overtime service continuous with their regular assignment will be accorded an additional meal period, the meal to be provided by the carrier. Subsequent meal periods, with meals provided by the carrier, will be allowed at intervals of not more than six (6) hours computed from the end of the last meal period.

(d) PRESERVATION OF HIGHER PAYMENT - If an employee is currently entitled to a higher payment for working through a prescribed meal period, whether during a regular shift or an overtime, the current payment will be preserved.

## RULE 22 - STARTING TIME

(a) ASSEMBLING POINT - Employees' time will start and end at regular designated assembling points.

(b) NOTICE OF CHANGE - The starting time of the regular work period for regularly assigned service will be designated by supervisory officer and will not be changed without first giving the employees affected five working days' advance written notice.

- (c) Shifts.
- (1) Where one shift is employed, the starting time will be between the hours of 6:00 AM and 8:00 AM.
  - (2) Where two shifts are employed, the starting time of the first shift will be between the hours of 5:00 AM and 8:00 AM and the starting time of the second shift will be between the hours of 1:00 PM and 4:00 PM.
  - (3) Where three shifts are employed, the starting time of each will be regulated so that no shift will start between 12:00 Midnight and 5:00 AM.
  - (4) When regular operations requiring working periods varying from those set forth above, hours of assignment will be designated by agreement between Management and General Chairman or his representative to meet service requirements.

(d) LIGHTING FACILITIES - Shifts assigned outside of daylight hours will be furnished adequate lighting facilities.

## RULE 23 - PERMANENT HEADQUARTERS

There will be established a headquarters for all employees covered by this Agreement. Where living quarters are furnished by the Company, headquarters will be established at the house, outfit car, trailer or movable housing so furnished. Where living quarters are not furnished by the company, headquarters will be established at a location where suitable living quarters are available to employees at reasonable proximity thereto.

No designated headquarters point may be changed more frequently than once each sixty (60) days and only after at least fifteen (15) days written notice to the employees affected. Employee(s) affected by a changed or abolished headquarters will have preference to such positions, unless within seven (7) calendar days from the date of change the employee(s) so advises his immediate supervisor of his intent to exercise his seniority under the provisions of Rule 13.

## RULE 24 - ASSEMBLING POINT

(a) DESIGNATED - A designated assembling point for all employees will be established and maintained at the headquarters. For employees assigned to outfit cars, trailers or movable housing, their headquarters will be their designated assembling point.

(b) AWAY FROM DESIGNATED ASSEMBLING POINT - Employees who are required to end their day's work at a point away from their designated assembling point will begin the next work day at the point where required to end day's work on preceding day. When so required, necessary arrangements will be made by the foreman or other supervisor to provide transportation for the employees to and from location of eating and sleeping accommodations. If such transportation is not provided, and it is necessary for the employee to use public transportation between assembling point and location of eating and sleeping accommodations, the expense thereof will be considered a necessary expense under Rule 29.

(c) (1) 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. If a new highway site is more than 15 minutes travel time via the most direct highway route from the previous reporting site, paid time will begin after fifteen minutes of travel time to the new reporting site from the Carrier-designated lodging for it, and from the new reporting site to the carrier-designated lodging for it, on the first day only of such change in the reporting site.

\*Production crews include all supporting BMW employees who are assigned to work directly with, or as part of, a production crew; however, does not include employees assigned to headquarters or trailer gangs.

(2) Any unpaid time traveling between the carrier-designated lodging site and the work site is limited to no more than thirty (30) minutes each way at the beginning and ending of the workday.

## RULE 25 - WORK LIMITS

(a) DESIGNATED LIMITS - Employees assigned to track gangs having fixed headquarters location will be assigned designated limits within which they are to perform work. and such limits will be provided in advertisement and assignment notices.

Except as provided in (b) of this rule, the designation of such limits will not prevent other forces from performing any work within such established limits.

In the event work limits are adjusted due to an increase or decrease in the number of track gangs having fixed headquarters or for other reasons, foremen of gangs involved will be advised in writing of new work limits, with copy to the General Chairman.

(b) PREFERENCE FOR OVERTIME - Employees of gang with designated limits will have preference to casual overtime in connection with work performed by such gang. Other employees will have preference to overtime in connection with the work projects performed by such employees. Overtime in connection with emergencies will be handled by most readily available forces, with preference to the employees of designated territory when time permits. This rule does not preclude gangs working together.



## RULE 26 - BASIS OF COMPENSATION

- (a) INCLUDED IN AGREEMENT - The rates of pay of employees covered by this agreement will be listed in a master wage schedule included herein.
- (b) POSITION OMITTED - Any established position and rate of pay that may have been omitted will be recognized and included in this agreement.
- (c) RATES PAID - Employees will be paid an hourly rate of pay.

**CLASS AND WAGE SCHEDULE  
MAINTENANCE OF WAY  
TRACK SUB-DEPARTMENT**

<u>No.</u>	<u>Class</u>	<u>Rates of Pay Including COLA Allowance Effective 7-1-03</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
			\$	\$
A	Track Supervisor	500	21.38	32.07
1	System Steel Gang Foreman	506	21.93	32.43
	Regional Gang Foreman			
	Surface	505	21.63	31.98
	Tie	507	21.63	31.98
	Rail	503	21.63	31.98
	Crossing Switch	509	20.95	31.43
	Foreman, Specialized Gang	504	20.90	31.40
	Foreman, System Grading Gang	504	20.90	31.40
	Foreman, Section 0 (Sacramento)	515	19.51	29.27
	Foreman, Keg Pit	501	20.26	30.39
	Quarry Foreman	502	20.26	30.39
	Track Foreman	508	20.23	30.35
	Paving Foreman (Los Angeles Div)	512	19.67	29.51
1a	Foreman Inspection and Repair	510	20.23	30.35
1b	Rail Pick-up Train Foreman	511	21.00	31.50
2	Lead Tractor-Bulldozer Operator	520	19.40	29.10
2a	Lead Machine Operator	521	19.40	29.10
2b	Continuous Tamper Operator (CAT)	522	19.40	29.10
2c	Back Hoe Operator (BHo)	523	19.68	29.52
3	Ballast Cleaner Operator	524	19.19	28.79
4	Ballast Regulator Opr (PBR 500)	526	19.19	28.79
4a	Ballast Regulator Opr (PBH 500)	525	19.19	28.79
5	Ballast Regulator Operator	528	19.19	28.79
5a	Ballast Compactor	529	19.19	28.79

		<u>Rates of Pay Including COLA Allowance Effective 7-1-02</u>		
<u>No.</u>	<u>Class</u>	<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
			\$	\$
6	Ballast Tamper Operator	530	19.19	28.79
6a	Ballast Tamper Operator (Multiple with liner & jacking attachment)	531	19.29	28.94
6b	Ballast Tamper (Switch) Operator	532	19.29	28.94
8	Crane Operator (Automotive)	533	19.19	28.79
8a	Crane Operator (Automotive) Hi-rail with hydraulic crane and back hoe	534	19.19	28.79
11	Rail Heater-Cooler Operator	535	19.19	28.79
12	Power Weed Mower Operator	536	19.19	28.79
13	Rail Crane Operator	537	19.19	28.79
13a	Crane Operator (Self-Propelled Including SP 6603)	538	19.19	28.79
15	Tie Adzer (Multiple Unit) Opr	539	19.19	28.79
16	Track Liner with Track Line Indicator Operator	540	19.19	28.79
17	Tractor-Bulldozer Operator (Track Laying type tractors, i.e. "caterpillar" type tractors, equipped with end loading bucket and wheeled tractors equipped with end loading buckets of one cubic yard or more)	541	19.19	28.79
17a	Motor Grader	542	19.19	28.79
18	Utility Tractor Operator ( End Loader- Wheeled tractors equipped with end loading buckets of less than one cubic yard capacity)	543	19.19	28.79
18a	Auto Track Operator	544	19.19	28.79
18b	Undercutter Operator	545	19.19	28.79

<u>No.</u>	<u>Class</u>	<u>Rates of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u> \$	<u>Overtime Rate</u> \$
18c	Joint Straightener Operator	546	19.19	28.79
18d	Locomotive Crane Operator	547	19.19	28.79
18e	Brush Cutter Operator	548	19.19	28.79
18f	Self-Propelled Loader	549	19.19	28.79
18g	Track (Yard) Cleaner-Conveyer Opr	550	19.19	28.79
18h	Crib Cleaner Operator	551	19.19	28.79
19	Powder Foreman	513	19.87	29.81
9a	Truck Driver (Diesel)	552	19.19	28.79
19b	Diesel-Fuel Lube Truck Driver	553	19.19	28.79
19c	Truck Driver – Diesel	554	19.19	28.79
20	Truck Driver (Semi-Trailer)	555	19.19	28.79
21	Blacksmith (Redding) (Ogden)	556	18.82	28.23
21a	Truck Driver-Crane Operator	557	18.63	27.95
21b	Curve Lubricator Maintainer	558	18.82	28.23
22	Powderman	615	19.43	29.15
23	Drillers	560	18.34	27.51
23a	Truck Driver-Crossing Repairman	561	18.34	27.51
24	Asst. Foreman Track Gang	516	18.63	27.95
24a	Asst. Foreman (Regional or System)	517	19.39	29.09
25	Truck Driver	562	18.27	27.41

<u>No.</u>	<u>Class</u>	<u>Rate Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
		\$	\$	\$
29	Lead Paver	000	18.22	27.33
31	Rail Anchor Applicator-Adjust	566	18.59	27.89
32	Spike Puller Operator	567	18.59	27.89
32a	Spike Puller Operator (Dual)	568	18.59	27.89
33	Tie Adzer (Single Unit) Opr	569	18.59	27.89
34	Tie Bed Scarifier Operator	570	18.59	27.89
35	Tie Inserter Remover Operator (a.k.a. TKO)	571	18.59	27.89
36	Track Broom Operator	572	18.59	27.89
38a	Asst. Paving Foreman (LA Div.)		18.13	27.20
38b	Paving Roller Operator	573	18.13	27.20
40	Payer (Class A)	574	18.04	27.06
42	Ballast Loader Dump Car Operator	575	18.27	27.41
43	Compressor Operator	576	18.27	27.41
45	Crib Reducer Operator	577	18.27	27.41
46	Gauging Machine Opr (pre-gauging)	578	18.27	27.41
46a	Tie Plugger Operator	579	18.27	27.41
47	Power Track Wrench Operator	580	18.27	27.41
48	Rail Lifter Operator (Giesmar Rail Lifter for Tamper)	581	18.27	27.41
49	Tie Plate Plucker	582	18.27	27.41
49a	Spike Plucker	583	18.27	27.41
50	Spike Driver Operator	584	18.27	27.41

<u>No.</u>	<u>Class</u>	<u>Rate Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
		\$	\$	\$
51	Tie Coater Operator	585	18.27	27.41
51a	Spike Driver Operator (dual)	586	19.15	28.73
52	Tie Handler Operator	587	19.15	28.73
52a	Spike Gauger Operator	588	19.05	28.58
54	Track Jack Operator	589	18.27	27.41
55	Car Loader (Palisade)			
56	Driller Helper	590	17.83	26.75
57	Tractor-Bulldozer Helper		17.83	26.75
57a	Undercutter Helper	591	17.83	26.75
58	Friction Saw Operator	592	18.00	27.00
60	Pitman	593	17.56	26.34
61	Station Cleaner	594	17.40	26.10
62	Switch Cleaner (Western Division, San Francisco-San Luis Obispo) (Los Angeles Division, San Luis Obispo-Santa Barbara)	595	17.40	26.10
63	Track Oiler (Oakland)	596	17.40	26.10
64	Yard Cleaner (Western Division, San Francisco-San Luis Obispo) (Los Angeles Division, San Luis Obispo-Santa Barbara)	597	17.40	26.10
65	Crane/Shovel Helper	598	17.40	26.10
68	Parkman (Western District, Tucson Division)	599	17.28	25.92
69	Lamptender Oregon Division	600	17.64	26.46
		601	17.52	26.28

No.	Class	Rate Of Pay Including COLA Allowance Effective 7-1-02		
		PPC	Hourly Rate	Overtime Rate
		\$	\$	\$
70	Trackwalkers:			
	Sacramento Division	601	17.52	26.28
	San Joaquin Division	601	17.52	26.28
	Tucson Division	601	17.52	26.28
	Western Division	603	17.43	26.15
	Los Angeles Division (SLO-Santa Barbara)	603	17.43	26.15
	Los Angeles Division (except as noted)	602	17.22	25.83
70a	Laborer-Operator	604	17.38	26.07
71	Yardmen:			
	Los Angeles-Tucson Division	605	17.28	25.92
	San Joaquin Division	606	17.28	25.92
73	Track Laborers:			
	Los Angeles Division (Santa Barbara-SLO)	613	17.37	26.06
	Los Angeles Division (except as noted)	607	17.17	25.76
	Western Division	613	17.37	26.06
	Oregon Division (Crescent Lake & Oakridge)	609	17.47	26.21
	Oregon Division (except as noted)	613	17.37	26.06
	Sacramento Division (except Blue Canyon & Truckee)	609	17.47	26.21
	Sacramento Division (except as noted)	613	17.37	26.06
	Tucson Division	612	17.14	25.71
	San Joaquin Division (So. of Merced & Los Banos)	610	17.20	25.80
	San Joaquin Division (No. of Merced & Los Banos)	613	17.37	26.06
	System Steel Gang Laborer	611	17.43	26.15
	Regional Gang Laborer	608	17.37	26.06

NOTE: In those instances where the existing Track Laborer's rate of pay in effect on a district is greater than the existing Regional Gang Laborer's rate of pay, the district rate will apply while the Regional Gang is working on that district.

Student Foreman	519	18.32	27.48
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NOTE: In areas where sections have been extended and the gangs assigned to outfit cars or trailers with no specific location assigned as headquarters, employees of such gangs will be compensated at the extra gang rate of pay.”

NOTE: Employees assigned to position of Truck Driver (Class No. 25) who are required during their tour of duty to haul 10 to 20-ton capacity tilt bed trailers will be allowed an additional twenty-five (25) cents per hour for the entire tour of duty.

**CLASS AND WAGE SCHEDULE**  
**MAINTENANCE OF WAY**  
**BRIDGE BUILDING AND UTILITIES SUB-DEPARTMENT**

<u>No.</u>	<u>Class</u>	<u>Rate Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
			\$	\$
1	B&B Inspector	640	19.91	29.87
1	Foreman, Steel Gang No. 1003	644	21.52	32.28
1(a)	Bridge Inspector-Regional	641	21.49	32.24
1(b)	Asst. Bridge Inspector-Regional	642	20.51	30.77
2	Foreman, Steel Bridge Gang No. 1002	643	21.52	32.28
3	Foreman, Steel Bridge Gang No. 1004	644	21.52	32.28
4	Foreman, Steel Tank Gang No. 1	645	20.83	31.25
5	Bridge & Building Foreman	646	20.63	30.95
5(a)	Regional Bridge Foreman Tucson East&West	740	21.32	31.98
6	Painter Foreman	647	20.63	30.95
7	Asst. Foreman, Steel Gang No. 1003	672	18.92	28.38
8	Fence Gang Foreman	673	19.44	29.16
9	Assistant B&B Foreman	648	19.38	29.07
9(a)	Regional Asst. Bridge Foreman (Tucson East & West)	741	20.44	30.66
10	Assistant Painter Foreman	649	19.38	29.07



<u>No.</u>	<u>Class</u>	<u>Rate Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
11	Steelman	655	19.23	28.85
12	Composite Mechanic	656	19.17	28.76
13	Plasterer and Cement Finisher (Los Angeles & Tucson Divisions)	657	19.17	28.76
14	Welder	658	19.17	28.76
14(a)	Regional Bridge Welder-Tucson East&West	746	19.20	28.80
15	Crane Operator	674	19.19	28.79
16	Hoist Engineer	675	19.19	28.79
17	Locomotive Crane Engineers	676	19.19	28.79
18	Pile Driver Engineer	677	19.19	28.79
19	Utility Tractor Operator	650	19.19	28.79
20	Brick Mason		18.93	28.40
21	Lead Carpenter	659	18.93	28.40
22	Lead Painter	660	18.93	28.40
23	Sign Painter		18.93	28.40
25	Blacksmith	661	18.82	28.23
26	Carpenter	662	18.82	28.23
26(a)	Rgnl Bridgeman (Tucson East & West)	743	19.82	29.73
27	Painter	663	18.82	28.23
28	Traveling Carpenter	651	18.95	28.43
28a	Truck Driver-Crane Operator	670	18.63	27.95
28b	Truck Driver (Diesel)	652	18.83	28.25

<u>No.</u>	<u>Class</u>	<u>Rate Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
28c	Truck Driver - Semi-Trailer (Semi Oregon Eastern)	664	18.83	28.25
28(d)	Regional Bridge Truck Operator (Tucson East & West)	743	19.82	29.73
29	Truck Driver (Western Division)	665	18.27	27.41
30	Truck Driver (except as noted)	666	18.14	27.24
31	Blacksmith Helper		17.83	26.75
32	Carpenter Helper		17.83	26.75
	(Traveling Carpenter Helper)*	653	18.32	27.48
33	Locomotive Crane Fireman		17.83	26.75
34	Painter Helper	667	17.83	26.75
35	Bridge Tender (Knights Landing)	668	17.30	25.95
37	Bridge and Building Laborer	669	17.14	25.71
	# Plasterer and Cement Finisher	657	19.17	28.76
	# Welder	658	19.17	28.76
	Student Foreman	698	19.38	29.07

\*Positions of Traveling Carpenter Helper will be bulletined under Rule 10 and compensated on monthly basis.

# Rate applicable to mechanics when working in the designated class.

**CLASS AND WAGE SCHEDULE**  
**MAINTENANCE OF WAY**  
**TRACK WELDING SUB-DEPARTMENT**

<u>No.</u>	<u>Class</u>	Rates Of Pay Including COLA Allowance Effective 7-1-02		
		PPC	Hourly Rate	Overtime Rate
		\$	\$	\$
1	Track Welding Foreman	402	20.64	30.96
2	Lead Welder	405	19.38	29.07
	Welder	406	19.17	28.76
2a	Plant Welder	407	16.90	25.35
3	Grinder Operator	408	18.59	27.89
4	Welder Helper	409	17.83	26.75
5	Grinder Helper	410	17.83	26.75
6	Multiple Rail Grinder Operator	403	19.24	28.86
7	Rail Grinding Train Foreman	400	21.93	32.90

**CLASS AND WAGE SCHEDULE**  
**MAINTENANCE OF WAY**  
**SYSTEM WORK EQUIPMENT SUB-DEPARTMENT**

<u>No.</u>	<u>Class</u>	Rates Of Pay Including COLA Allowance Effective 7-1-02		
		PPC	Hourly Rate	Overtime Rate
		\$	\$	\$
1	Diesel Electric Crane Pile Driver (SPMW-4028, SPMW-4029, SPMW-4088, SPMW-5479, SPMW-5595) Engineer	421	19.57	29.36
1a	Lead Engineer-Operator	420	19.77	29.66
2	Gas or Diesel Shovel Engineer (In excess of 3/4 yard)	422	19.57	29.36
3	Gas or Diesel Shovel Engineer (3/4 Yard or less)	423	19.24	28.86
4	Truck-Mounted Multiple Machine Operator	424	19.29	28.94

(Crane Ditcher, ¾ yard or less)

5.	Gradall Operator (¾ Yard or less)	425	19.24	28.86
5(a)	Car Top Material Operator	426	19.24	28.86
6	Helper	427	17.81	26.72
7.	Jordan Spreader	429	19.28	28.92

**CLASS AND WAGE SCHEDULE**  
**MAINTENANCE OF WAY**  
**WATER SERVICE SUB-DEPARTMENT**

<u>No.</u>	<u>Class</u>	Rates Of Pay Including COLA Allowance Effective 7-1-02		
		PPC	Hourly Rate	Overtime Rate
		\$	\$	\$
1	Water Service Foreman	680	21.27	31.91
2	Assistant Water Service Foreman	681	19.38	29.07
3	Composite Mechanic	689	19.17	28.76
4	Tinner (Western, Los Angeles and Tucson (Western District) Divisions)	688	19.17	28.76
5	End Loader - Back Hoe	682	19.19	28.79
6	Tractor-Rotary Bit Drilling Machine Operator	683	19.19	28.79
7	Traveling Water Service Repairman Water Service Mechanic	684 697	19.08 19.51	28.62 29.27
8	Truck Driver	691	18.14	27.21
9	Water Service Mechanic Helper	692	17.83	26.75
9a	Traveling Water Svc Reprmn Hlpr* **	685	18.32	27.48
10	Tractor-Rotary Bit Drilling Machine Helper	693	17.83	26.75

<u>No.</u>	<u>Class</u>	<u>Rate Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
11	Pumper	694	17.48	26.22
#	Water Service Mechanic (Welder)	696	19.79	29.69
	Student Foreman	698	19.38	29.07
*	Positions of Traveling Water Service Repairman Helper will be bulletined under Rule 10 and compensated on monthly basis.			
**	For printing seniority roster only. Not for bidding purposes. All Class 9.			
#	Rate paid Water Service Mechanic for performing autogenous welding work.			

**CLASS AND WAGE SCHEDULE  
MAINTENANCE OF WAY  
MISCELLANEOUS SUB-DEPARTMENT**

<u>No.</u>	<u>Class</u>	<u>Rates Of Pay Including COLA Allowance Effective 7-1-02</u>		
		<u>PPC</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
1	Foreman – Material Distribution (also paid \$1.00 differential allowance)	\$ 514	\$ 20.79	\$ 31.19

NOTE: Employees may be required to drive trucks in the absence of the assigned truck driver, for which they will be allowed (for their entire tour of duty on each day they perform such service) a forty-five (45) cents per hour differential in addition to their basic hourly rates of pay. If on any day they are required to drive trucks in excess of four (4) hours, they will be allowed the rate of pay applicable to truck drivers for that day.

**CONSOLIDATED SYSTEM GANG RATES OF PAY**

<u>POSITION CLASSIFICATION</u>	<u>PPC</u>	<u>ST TIME</u>	<u>OVERTIME</u>
<b>GROUP 26: TRACK SUB-DEPARTMENT</b>			
<b>(a) System Extra Gang Foreman</b>			
System Steel Gang Foreman	601	22.75	34.13
System Concrete Tie Gang Foreman	602	19.75	29.63
System Tie & Ballast Gang Foreman	603	19.30	28.95
System Tie Gang Foreman	604	19.30	28.95

System Switch Gang Foreman	605	19.30	28.95
System Curve Gang Foreman	606	19.30	28.95
System Distributing Gang Foreman	607	19.30	28.95
System Pick Up Gang Foreman	608	19.30	28.95
System Material Foreman	609	19.30	28.95
<b>(b) System Assistant Extra Gang Foreman</b>			
System Assistant Foreman	616	17.17	25.76
<b>(c) System Gang Track Machine Operator</b>			
System Track Machine Operator (Track Liner Track Undercutter 25 ft Tie Injector TKO Gantry Cranes Clip Applicator Machine Clip Remover Machine Production Clip Applicator Tie Adzer/Ballast Kibber(TABK) Ballast Compactor Track Broom)	631	17.01	25.52
System Track Stabilizer	632	17.11	25.67
System Tamper Operator	633	17.29	25.94
System Ballast Regulator Operator	634	17.29	25.94
System Speed Swing Operator	635	17.29	25.94
<b>(d) System Gang Truck Operator/Bus</b>			
System Gang Truck Operator Foreman	620	19.63	29.45
System Gang Semi Truck Operator***	627	18.22	27.33
System Gang Truck Driver***	625	17.01	25.52
System Gang Bus Operator	621	17.01	25.52
***Note: If the vehicle is equipped with hy-rails and the incumbent is qualified on hy-rails- a \$.20 per hour differential is paid to the incumbent (PPC 624 for two tons & 626 for Semi's)			
<b>(e) System Extra Gang Laborer</b>			
<b>Special Power Tool Machine Operator (SPTMO)</b>			
System Special Tool Machine Operator (Rail Centralizer/Liner Concrete Clip Applicator Manual Concrete Clip Remover)	643	16.41	24.62
System Tie Handler Operator	651	16.79	25.19
System Spike Driver Operator (Spike Driver Auto Gauger Spike Driver Automatic	652	16.79	25.19

Spike Driver Auto Single Spike Driver Single Gauge)			
System Crib Adzer Operator	653	16.92	25.38
System Heat/Cool Operator	654	16.92	25.38
System Abrasive Rail Saw Operator	655	16.58	24.87
System Spike Puller Operator (Spike Puller Dual Spike Puller Dual-Dual)	656	16.58	24.87
System Ride On Adzer Operator	657	16.58	24.87
System Rail Heat Treater	648	16.62	24.93
<b>Roadway Power Tool Machine Operator (PTMO)</b>			
Sys Rdwy Power Tool Machine Opr	644	15.61	23.42
System Tie End Remover Operator	660	15.95	23.93
System Compressor Operator	661	16.30	24.45
System Power Jack Operator	662	16.06	24.09
System Ballast Router Operator	663	16.30	24.45
Sys Rail Lifter & Liner Operator	664	16.06	24.09
System Cribber Operator	665	16.58	24.87
Sys Spike Anchor Plucker Operator	666	16.06	24.09
System Spike Pickup Unit Operator	667	16.06	24.09
System Spike Retriever Operator	668	16.06	24.09
System Tie Plate Plucker Operator	669	16.30	24.45
System Dun-Rite Gauger Operator	670	16.06	24.09
System Adzing Machine Opr. (CR,DAC)	671	16.58	24.87
System Tie Bed Scarifier Operator	672	16.58	24.87
System Track Air Operator	673	16.58	24.87
System Tie Saw Operator	674	16.30	24.45
System Anchor Applicator Operator	675	16.58	24.87
System Concrete Tie Rail Gauger Opr	676	15.98	23.97
System MORP Operator	677	15.98	23.97
System Power Tie Spacer Operator	678	16.58	24.87
System Plate Centering Machine Opr.	679	16.30	24.45
<b>Roadway Power Tool Operator (PTO)</b>			
System Roadway Power Tool Opr. (Power Tamper, Track Drills, Air Hammers, Heater Car, Bronco Tractor)	645	15.52	23.28
System Power Wrench Operator	681	16.30	24.45
System Spike Driver Operator (off-compressors)	682	16.06	24.09
System Tie Plate Broom Operator	683	16.06	24.09
System Tie Plug Inserter	684	16.06	24.09
System Tie Coater (skunk) Operator	685	16.06	24.09
System Spike Pullers (SPH)	686	16.06	24.09
<b>Roadway Power Tool Machine Helper</b>			
System Roadway Pwer Tool Mach Hlpr	689	16.18	24.27
<b>Track Laborers</b>			

System Track Laborer	641	15.32	22.98
System Tongman	642	15.61	23.42

**GROUP 27 TRACK SUB-DEPARTMENT**

**Group 27**

System In-Track Welding Foreman	696	19.30	28.95
System Welding Foreman Arc/Thermite	609	19.30	28.95
System Arc/Thermite Welder	646	17.74	26.61
System Track Welder Machine	698	16.93	25.40
System Track Welder Helper	649	15.67	23.51

**GROUP 20: ROADWAY EQUIPMENT SUB-DEPARTMENT**

**(a) Roadway Equipment Operator**

Roadway Equipment Operator Class I (DTL (5 cu yd +), Loco Crane (35 ton+) Rough Terrain Crane (35 ton +), Truck Crane (10 ton +), Brandt Power Unit	970,971 972,975, 977	18.45	27.68
System BUC Operator Mechanic**	691	3990.75/mo	
Assistant BUC Operator Mechanic	692	3854.95/mo	

\*\* See agreement on BUC Operators for Overtime Rules

Roadway Equipment Operator Class II (Loco Crane <35 ton, Burro Crane, Undercutter (40 ft.), Rough Terrain Crane < 35 ton, Multi Crane, Scrap Loading Crane Crawler Backhoe, Gradeall, Crawler Excavator, Dragline, Grader Patrol (30,000 lbs.+), Bulldozer 235 HP+, Wagon Crane, Rubber Tire Scraper, OH Rail Crane, Material Handler 8000 lbs. +, Pettibone 360 Speed Swing)	980-987	17.76	26.64
Roadway Equipment Operator Class III (Ditcher, Dragline < ¾ cu. Yd., Grader Patrol < 30,000 lbs, Bulldozer <235 HP, DTL 5 cu. Yd. cap., Jet Mobile Snow Blower Railcar Mover, Ditcher Spreader, Compactor, Service Truck, Water Truck >8,000 gallons, Brush Cutter, Ditchwitch with concrete saw,	990	17.22	25.83
System DTL less than 5 cu. Yds. Cap.	639	17.29	25.94
<b>(b) Roadway Equipment Helper</b>			
Roadway Equipment Helper	102	16.18	24.27



## RULE 27 - FILLING HIGHER OR LOWER-RATED POSITIONS

When an assigned employee is required to fill the place of another employee receiving a higher rate of pay, he will receive the higher rate; but if required to fill temporarily the place of an employee receiving a lower rate, his rate will not be changed.

## RULE 28 - OVERTIME

(a) AUTHORITY FOR - No overtime will be worked without proper authority, except in case of emergency where advance authority is not obtainable.

(b) COMPUTING - Time worked preceding or following and continuous with a regularly assigned eight (8) hour work period will be computed on actual minute basis and paid for a time and one-half rate, the regularly assigned eight (8) hour work period to be paid at straight time rate.

Time worked after sixteen (16) hours of continuous service will be computed on the actual minute basis and paid for at the double time rate until employee is released for eight (8) consecutive hours time off duty. For purposes of computing sixteen (16) hours of continuous service, as referred to herein, actual time worked will be counted from time on duty until relieved for eight (8) consecutive hours time off duty.

It is understood that nothing in this rule requires the Carrier to retain an employee on duty at punitive rate of pay.

(c) NEW EMPLOYEES - In the application of this rule, the regularly assigned eight-hour work period of new employees temporarily brought into service in emergencies will be considered as of the time they commenced work.

(d) 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 a 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) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor will time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(e) CALLS - Employees notified or called for service in advance of or following and not continuous with their regular work period will be allowed a minimum of three (3) hours at time and one-half rate for three (3) hours of service or less. If held on duty in excess of three (3) hours, time and one-half will be allowed on the actual minute basis.

(f) UNAVAILABLE - Employees who desire to leave their home station will, if instructed to do so due to anticipated emergency conditions, notify their supervisor that they will be away and the approximate length of time, and if possible where they may be found.

(g) ABSORBING OVERTIME - Employees will not be required to suspend work during any assigned work period for the purpose of absorbing overtime or to avoid holiday pay, and the Management will not apply the assignment or displacement rules in such a manner as to deprive the employee of holiday pay.

(h) PREPARING REPORTS - Employees required to keep time, handle correspondence and prepare required reports, outside assigned working hours, will be compensated for such service as provided in this agreement.

(i) RELEASED - When an employee is released from duty away from his permanent assembly point, such release will be at a point where suitable meals and lodging are available, for which the employee will be allowed actual necessary expenses.

RULE 29 - EXPENSES

(a) WHEN ENTITLED - If an employee assigned to a gang, or one who is assigned to work within specific limits, is sent out to perform work away from the gang or outside such limits prior to his regular lunch period, and as a result thereof incurs expense for lunch which he otherwise would not have had, he will be reimbursed for such expense involved. If kept out three hours or more subsequent to his regular quitting time, actual expenses will be allowed for supper.

Employees who are required to stay overnight away from their designated headquarters will be allowed actual necessary expenses involved.

(b) FORM - Expense accounts will be submitted on prescribed forms and in accordance -with Company's instructions and will be promptly processed for payment, in the same manner as expense accounts submitted by other employees.

(c) PER DIEM - An employee called to protect a position undergoing advertisement and assignment or a vacancy of thirty (30) calendar days or less duration under the provisions of Items (2) or (3) of Rule 12, other than an employee in the gang or at same location used under these items will be allowed a per diem of \$52.00 (\$57.00 effective January 1, 2005) each day on which any service is performed in lieu of actual necessary expenses for meals and lodging; provided, however, that where sleeping accommodations are provided in accordance with Rule 37, the meal allowance will be \$23.00 (\$25.00 effective January 1, 2005) for each day on which any service is performed.

NOTE: Allowances made pursuant to this rule will not be less than those provided under the provisions of Award of Arbitration Board No. 298.

(d) TRAVEL ALLOWANCE - (1) 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 carrier's service may place them hundreds of miles away from home at the end of each workweek. Accordingly the carrier will pay each employee a minimum travel allowance as follows for all miles actually traveled by the most direct highway route for each round trip:

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

Additional \$25.00 payments for each 100 miles increments.

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.

The Carrier may provide bus transportation for employees to their home area on weekends. Employees need not elect this option.

(2) 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 the Carrier, and on the return trip the Carrier will provide ground transportation from the away from home airport to the lodging site. In dealing with programmed work, the employees and carrier may know how long the employees will be required to work beyond the 400 mile range, and the 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 workdays during the three-week period. And, they will not qualify for the travel allowance set for the in Section (1) during the three-week period. Irrespective of the customary meal and lodging entitlement that employees have under this agreement, when employees elect the air transportation option, they will be entitled to meals and lodging during the two away from home weekend 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.

## RULE 30 - TRAVEL TIME

(a) ON ROAD - Except as provided in Rule 24 and in (b) and (c) below, employees who are required by the direction of the Company to leave the home station will be allowed actual time for traveling or waiting during the regular working hours. All hours worked will be paid for in accordance with the practice at home stations. Travel or waiting time outside regular working hours at home station will be paid for at the pro rata rate.

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

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

(b) OUTFIT CARS - Employees traveling on or off their assigned territory in or with outfit cars will be allowed straight time traveling during and outside of regular working hours or on a rest day or holiday. Employees will be reimbursed for meals and lodging when actually incurred while outfit cars are en route.

(c) REPORTING SITE FOR PRODUCTION CREWS - 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. If a new highway site is more than 15 minutes travel time via the most direct highway route from the previous reporting site, paid time will begin after 15 minutes of travel time to the new reporting site from the carrier designated lodging site for it, and from the new reporting site to the carrier designated lodging site for it, on the first day only of such change in the reporting site.

Any unpaid time travelling between the carrier designated lodging site and the work site is limited to no more than thirty (30) minutes each way at the beginning and ending of the workday.

\*Production gangs are gangs that perform program work such as rail, tie or surface production, and include all supporting BMW employees who are assigned to work directly with, or as part of, a production gang; however, does not include employees assigned to headquartered gangs or trailer gangs.

(d) TRAILERS - Employees traveling on or off their assigned territory with trailers, will be allowed straight time for actual time traveling during and outside of the regular working hours or on a rest day or holiday. Time outside regular working hours will end on any day at the time trailers are available for occupancy or lodging is

available. If meals and lodging are not furnished by the Company, actual necessary expenses will be allowed during the period trailers are not available for occupancy. For the purpose of this paragraph, supper expenses will be allowed if the trailers are not available for occupancy at or before 7:00 PM, and lodging expense will be allowed if trailers are not available for occupancy at or before 10:00 PM.

(e) TRANSPORTATION - An employee who is not furnished a means of transportation by the Company when traveling from his headquarters point to another point and return, or from one work point to another work point, and who uses public transportation for this purpose will be reimbursed for the cost of such transportation. If transportation is not furnished by the Company and if the employee has an automobile he is willing to use and the Company authorizes him to use that automobile, he will be reimbursed for its use at the prevailing Company rate. The General Chairman will be advised of any changes made in such prevailing rate, as they may occur.

NOTE: In instances where trailers are moved to new work location and means of transportation for employees involved is furnished by the Company but employee elects to and actually does use his own automobile, he will be reimbursed for its use at the prevailing Company mileage rate.

It is understood that use of private automobile in these circumstances will be cleared with the employee's immediate supervisor prior to such use.

## RULE 31 - LICENSES OR PERMITS

Employees required to obtain licenses or permits necessary for the performance of their duties will be permitted to secure same without loss of time and reimbursed for any necessary fees involved.



## RULE 32 - PHYSICAL EXAMINATIONS

(a) HELD OUT OF SERVICE DUE TO PHYSICAL DISQUALIFICATION - An employee removed from service by the Company due to physical conditions will be advised in writing at the time of such action. In such cases the Company may require the employee to submit to physical examination prior to returning to service.

(b) PHYSICAL DISQUALIFICATIONS - If an employee is disqualified from service or restricted from performing service to which he is entitled by seniority on account of his physical condition, and feels that such disqualification is not warranted, the following procedure will govern.

A special panel of doctors consisting of one doctor selected by the Company specializing in the disease, condition or physical ailment from which the employee is alleged to be suffering; one doctor to be selected by the employee or his representative specializing in the disease, condition or physical ailment from which the employee is alleged to be suffering; the two doctors to confer, and if they do not agree on the physical condition of the employee they will select a third doctor specializing in the disease, condition or physical ailment for which the employee is alleged to be suffering.

Such panel of doctors will fix a time and place for the employee to meet with them for examination. The decision of the majority of said panel of doctors of the employee's physical fitness to remain in service or have restrictions modified will be controlling on both the Company and the employee. This does not, however, preclude a reexamination at any subsequent time should the physical condition of the employee change.

The Company and the employee will be separately responsible for any expenses incurred by the doctor of their choice. The Company and the employee will each be responsible for one-half of the fee and expense of the third member of the panel.

(c) LIGHT DUTY, INCAPACITATED EMPLOYEES - By agreement between the Company and the General Chairman or his authorized representative, employees subject to the scope of this agreement who have been disqualified because of physical condition from performing the full duties of their regular assignments may be used to perform such light work within their capability to handle, as is or can be made available.

(d) DISABILITY AND RETENTION OF SENIORITY - An employee retiring under the disability provisions of the Railroad Retirement Act retains his seniority and his right to return to service, as provided for by the Act, and the position held at the time of his retirement will be advertised under provisions of Rule 10.

## RULE 33 - LEAVE OF ABSENCE

(a) OFFICIAL POSITIONS - Leave of absence will be granted without loss of seniority to employees who are appointed or promoted to official positions with the Company, or appointed or elected to positions with this Organization.

(b) DIVISION AND SYSTEM EMPLOYEES - Leave of absence of ninety (90) days for division employees may be granted by the Carrier designated officer, with a copy to the District Chairman. Leave of absence of longer duration may be agreed upon between the Carrier designated officer and the District Chairman. Leave of absence when so granted will not cause loss of seniority.

Leave of absence of ninety (90) days for system employees may be granted by the Carrier designated officer, with a copy to the General Chairman. Leave of Absence of longer duration may be agreed upon between the Carrier designated officer and the General Chairman. Leave of absence when so granted will not cause loss of seniority. Permission to lay off will be obtained from the employee's immediate supervisor and will be in writing.

(c) WRITTEN NOTICE - All leaves of absence, except as provided in paragraph (d) of this rule, must be in writing.

(d) SICK LEAVE - Employees on sick leave or with physical disability will not require written leave of absence, but they may, upon their return to service, be required to furnish satisfactory evidence of their sickness or disability.

(e) OTHER EMPLOYMENT - An employee on leave of absence who engages in other employment will forfeit his seniority unless provision for its retention has been agreed upon between the Management and the General Chairman.

(f) TRAIN YARD OR ENGINE SERVICE - (1) Employees covered by this collective bargaining agreement who are permitted to enter student training for positions in train, yard or engine service will be allowed to retain maintenance of way seniority under the following conditions. Retention of seniority as a Maintenance of Way employee during the period the employee undergoes student training and for ninety (90) calendar days after first performing compensated service in said craft will be considered the same as a leave of absence under Rule 33(b), and that concurrently with the ninety-first calendar day of service in the other craft all seniority rights as a Maintenance of Way employee will be relinquished.

(2) Vacancies arising as a result of an employee entering student training as set forth above will be advertised as temporary vacancies until the expiration of 120 calendar days from the date of advertisement notice, at which time the temporary position will be promptly be re-advertised as a permanent position. Employees returning to service as maintenance of way employees in less than 120 calendar days will be allowed to exercise their seniority pursuant to Rule 10(a) of this agreement.

(g) FAILURE TO REPORT FOR DUTY - An employee who fails to report for duty to his regular assignment at the expiration of leave of absence will furnish proof that his failure to report on time was due to unavoidable delay beyond his control; otherwise, he will be considered absent without leave.

(h) RETURNING FROM LEAVE OF ABSENCE OR VACATION – An Employee on leave of absence of 90 days or less or vacation will have the right to bid on advertised position during his absence, and if he is the successful bidder, to assume the position upon his return to service.

Employee losing his position while on leave of absence or vacation will be permitted to exercise his seniority in accordance with the provisions of Rule 13.

(i) NOTIFICATION - An employee desiring to be absent from service account of illness or for other good cause must notify his immediate supervisor, if practicable, not less than one (1) hour prior to his regular starting time.

## RULE 34 - TRANSPORTATION

Employees covered by these rules, and those dependent upon them for support, will be given the same consideration in granting free transportation as is granted to other Company employees.

An employee moving from one point to another in the exercise of his seniority rights will do so without expense to the Company. Subject to state and federal regulations, he will be allowed free railroad transportation for his household effects, provided that this privilege need not be granted more than once in a twelve (12) month period. This limitation, however, will not apply in the case of exercise of seniority necessitated by abolishment of positions.

An employee transferred by direction of the Company from one location to another will be furnished free transportation for the transfer of his household effects.

## RULE 35 - WEEKENDS

When work conditions permit, employees stationed away from home will be allowed to make weekend visits to their home. Any time lost on this account will not be paid for, except that if a majority of the members of the gang so desire, and where concurred in by foreman, time required otherwise to be lost may, up to a maximum of eight (8) hours, be worked at pro rata rate in addition to the regular assignment on the work days immediately preceding the weekend on which the trip is contemplated. This rule will apply to the gang as a unit, and will result in no additional expense to the Company. In the event a situation arises which prevents the observance of such weekend visit, after time has been accumulated as a credit, such time will not be paid for, but will be credited toward the next weekend visit home.

Where a day designated as a holiday falls on a day other than the first or last day of their work week, employees assigned to outfit cars or trailers may, at the option of the employee, or in the case of a gang, of the majority of the employees assigned to that gang, and subject to advance approval by the carrier designated officer, elect to work on such holiday or a preceding rest day at the straight time rate of pay and to observe the last work day of that work week as their designated holiday or rest day, as the case may be. Under the foregoing arrangements, all employees of the gang will observe the holiday or rest day on the same date.

## RULE 36 - LIVING QUARTERS

(a) MAINTENANCE - Living quarters of employees covered by this agreement, when provided by the Company, will be maintained by the Carrier in a state of good repair and in conformity with sanitary laws. All living quarters will have a ceiling, screening, weather-stripping and provided with sufficient locker space, bedroom space, and air space to meet the requirements established by the laws in the state of California. They will be equipped with, or facilities will be provided for fuel, lights, electricity when available, hot and cold water, shower baths, stoves, refrigeration, sanitary facilities and adequate heating and cooling units.

Where conditions warrant, Company will provide suitable facilities for drying work clothes at trailer sites.

(b) PARKING TRAILERS - When consistent with the work to be done, trailers will be parked near stores; if not possible to park near stores, the Company will arrange for the delivery of food and supplies, not less often than once a week.

(c) INSPECTION - Living quarters provided by the Company will be subject to inspection upon request of the General Chairman or his designated representative and designated officer of the Carrier, and such investigation will be conducted within thirty days from such request.

## RULE 37 - OUTFIT CARS, TRAILERS, MOVABLE HOUSING, MEALS

(a) FURNISHINGS - Employees who are not assigned to fixed headquarters' location will be furnished outfit cars, trailers or movable housing, which will be maintained and equipped as provided in Rule 36.

Outfit cars will be furnished with steel bunks, springs, mattresses, tables and chairs. When two or more employees are assigned to an outfit car, skillet and coffee pot will be furnished.

(b) MEALS - Employees who are employed in a type of service the nature of which regularly requires them throughout their work week to live away from home in outfit cars, trailers or movable housing, will be allowed meal expense as follows:

- (1) If the Company provides cooking and eating facilities and pays the salary or salaries of necessary cooks, each employee will be paid a meal allowance of \$7.50, and effective January 1, 2005 of \$8.00.
- (2) If the Company provides cooking and eating facilities but does not furnish and pay the salary or salaries of necessary cooks, each employee will be paid a meal allowance of \$15.50 and effective January 1, 2005 of \$17.00.
- (3) If the employees are required to obtain their meals in restaurants or commissaries, each employee will be paid a meal allowance of \$23.00 and effective January 1, 2005 of \$25.00.

NOTE: Allowances made pursuant to this rule will not be less than those provided for in Award of Arbitration Board No. 298.

- (4) The foregoing-per diem meal allowance will be paid for each day of the calendar week, including rest days and holidays, except that it will not be payable for work days on which the employee is voluntarily absent from service, and it will not be payable for rest days or holidays if the employee is voluntarily absent from service when work was available to him on the work day preceding or the work day following said rest days or holiday.

(c) LINENS - In lieu of the Company furnishing pillows, bed linen, blankets, towels and soap, each employee will be allowed 20 cents per day for each calendar day in accordance with the provisions of Item 4 of Sub-section (b) of this rule.

## RULE 38 - WATER AND ICE

Adequate water supply suitable for domestic use will be furnished to employees living in Company buildings, camps, house trailers, outfit cars or movable housing. Such water and its containers will be kept free of rust and foreign material, and water will meet the health standards prescribed by the state in which used.

When drinking water is transported for employee's use during work period, it will be transported in sanitary, covered container. Company will furnish ice when warranted by temperature conditions, and disposable drinking cups will be provided by the Company without cost to employees.



## RULE 39 - CAMP TENDERS

It will be the responsibility of the foreman to see that outfit cars, trailers and camps are maintained in a clean and sanitary condition. Employees may be designated by the foreman to perform such duties as filling water, oil and coal containers, maintaining quarters, and such other duties as may be designated. Individual members of the gang will be expected to cooperate in maintaining their quarters in a clean and sanitary condition.

## RULE 40 - COMPENSATION DISALLOWED

When time is disallowed after having been submitted to the Carrier for payment, each individual affected will be notified in writing of the disallowance and the reason therefor as promptly as possible consistent with preparation of pay rolls.

## RULE 41 - REPORTING FOR WORK AND NOT USED

Employees required to report at the usual starting time and place for the day's work will be allowed a minimum of 4 hours pay. If held on duty over 4 hours, a minimum of 8 hours pay will be allowed.

## RULE 42 - ATTENDING COURT

(a) ATTENDING COURT - Employees instructed by the Company to attend court, investigation, coroner's inquest and/or boards of inquiry as witnesses for the Company will be compensated at straight time rate for actual time in attendance and/or held for attendance, the maximum allowance on any day to be eight (8) hours at straight time rate. When held for attendance as witnesses on rest days and/or the holidays designated in Rule 20, employees will be allowed eight (8) hours at straight time rate for each day so held. If the allowance provided in this section does not equal what the employees' earnings from the Company would have been if they had not been used and/or held for attendance as witnesses, the difference will be paid to employees.

(b) BASIS OF COMPENSATION - An employee who works his assignment for the day and is instructed by the Company to attend court, investigation, coroner's inquest or boards of inquiry as a witness for the Company, outside of his regular assigned hours, will be compensated at the straight time rate for actual time in attendance, computed from the time specified to report until released, with a minimum allowance of two (2) hours, except that, if such attendance is required within one (1) hour of the employee's regular starting time or within one (1) hour of the time released from duty, such employee will be compensated as if on continuous time at the straight time rate. The maximum allowance on any day under the provisions of this section will be eight (8) hours at the straight time rate of pay, in addition to compensation for service performed on his assignment.

(c) EXPENSES - Under the application of this rule, employees will be allowed actual necessary expenses while away from home station.

(d) ASSIGNMENT OF FEE - Any mileage or court fees accruing to employees under this rule will be assigned to the Company.

## RULE 43 - INJURIES, REPORTS

Employees injured while on duty will be given necessary medical attention as promptly as possible, and they will make written reports required by the Company of the circumstances of the accident as soon as they are able to do so. Copy of such reports will be furnished the employee upon request, in which event receipt thereof will be acknowledged in writing.

Employees will not be withheld from work on account of declining to sign a release pending final settlement of personal injury claims.

## RULE 44 - CLAIMS AND GRIEVANCES

Claims or grievances will be handled as follows:

(a)(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 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier will, within 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.

(2) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier will be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter will be considered closed, but this will not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 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 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment-that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

(b) With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (1) of Section (a) hereof, and will be handled in accordance with the requirements of said paragraphs (1), (2) and (3) of Section (a) hereof. With respect to claims or grievances filed prior to the effective date of this rule, the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule, and if not thereafter handled pursuant to paragraphs (2) and (3) of Section (a) of this rule, the claims or grievances will be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the

effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (3) of Section (a) hereof before the claim or grievance is barred.

(c) 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 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.

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

(e) 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 9 months of the date of the decision of the highest designated officer of the Carrier.

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

## RULE 45 - HEARINGS

(a) NOTICE - Employees in the service sixty (60) calendar days or more will not be disciplined nor dismissed without first being given a fair and impartial hearing before an officer of the Company (who will be an individual other than the one preferring charges) and decision having been rendered in accordance with this rule. When charges are made against an employee, the Company will notify the employee in writing of the specific charges made against him by personal delivery evidenced by receipt or by Registered or Certified Mail, Return Receipt Requested. A copy of the charge notice will be promptly sent to the General Chairman. The employee will be allowed not more than ten (10) days from receipt of notice for the purpose of securing witnesses which he may desire to have appear at the hearing. Employees covered by this agreement will be entitled to representation by a duly authorized representative of the Organization, or by an employee coming within the scope of this agreement. The duly authorized representative of the Organization may be assisted by another member of the Organization. The hearing will be held not later than twenty (20) days from the date of receipt of notice by employee, unless extended by joint agreement between the Carrier and the employee or his representative and decision will be rendered promptly.

Where circumstances indicate an employee should not be permitted to continue in service, he may be suspended pending an investigation.

(b) CHARGES NOT SUSTAINED - If the charge against the employee is not sustained, his record will be cleared, and he will be compensated for net wage loss which may have been suffered by him as a result of the charge for which hearing was held.

(c) TRANSCRIPT FURNISHED - Decision as to whether or not employee is at fault will be based upon evidence adduced at the hearing. Copy of transcript of the hearing will be furnished to the employee or his representative and to the General Chairman. If there is any discipline assessed, a copy of the letter of discipline will be promptly sent to the employee and the General Chairman.

(d) CLAIMS AND GRIEVANCES - Claims and grievances arising from decisions in discipline cases will be subject to Rule 44 of this agreement.

(e) LENIENCY REINSTATEMENT - If the charge against an employee has been sustained and it is desired to extend leniency, the conditions of his return to duty will be subject to agreement between authorized representatives of the Company and the Brotherhood.

(f) WAIVER - By mutual agreement with the Company, an employee may waive formal investigation and accept any discipline that does not result in dismissal, however, such employee will be afforded the opportunity to consult with his duly accredited representative before signing the waiver.

When waiver method is used 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 copy thereof will be retained by him. Copy of waiver will be furnished the General Chairman.

An employee not electing to waive his right to an investigation will not, as a result of the evidence adduced at the investigation, if found at fault, be assessed a greater measure of discipline than would have been assessed had the investigation been waived.

(g) **ABSENT WITHOUT AUTHORITY** – To terminate the employment of an employee who is absent from duty without authority, the company will address such employee in writing at his last known address, by Registered or Certified Mail, return receipt requested, notifying him that his seniority and employment have been terminated due to his being absent without proper authority and that he may within 30 days, if he so desires, request that he be given an investigation under the provisions of this rule.

## RULE 46 – UNJUST TREATMENT HEARING

An employee who feels he has been unjustly treated may request a conference. The request must be in writing by the employee or his duly accredited representative to the designated carrier officer within fifteen (15) days of the cause of complaint and must clearly set forth the details of the complaint. During conference the employee may be assisted by his duly accredited representative, at which time an effort will be made to dispose of the complaint based upon the facts and arguments presented.

## RULE 47 - TOOLS

The Company will furnish employees such tools as are necessary to perform their work.

## RULE 48 - SAFETY DEVICES

The Carrier will continue to furnish necessary safety devices to properly protect employees when such safety devices are necessary.

## RULE 49 - PAY CHECKS

Employees will receive their pay checks at least semi-monthly; if employees are short in amount of two days' pay or more, time voucher will be issued on request.

Itemization of deductions will be continued.

RULE 50 - VACATIONS

(A) NATIONAL VACATION AGREEMENT - Employees covered by this agreement will be granted vacations in accordance with the terms and conditions of the Non-Operating Employees' National Vacation Agreement signed at Chicago, Illinois, December 17, 1941, as amended.

(B) QUALIFICATIONS FOR UNION OFFICIALS - 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.

\*\*\*\*\*

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 the National Agreements of August 21, 1954, August 19, 1960, January 13, 1967, May 17, 1968, February 10, 1971, and National Memorandum of Agreement of May 21, 1971, with appropriate source identifications.

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 will govern.

\*\*\*\*\*

1. (a) 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.

(ART. II - VACATIONS - Section 1(a) - 1/13/67 Agreement and  
ART. IV VACATIONS - Section 1(a) - 2/10/71 Agreement)

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

(ART. II - VACATIONS - Section 1(b) - 5/17/68 Agreement and  
ART. IV VACATIONS - Section 1(b) - 2/10/71 Agreement)

- (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.

(ART. II - VACATIONS - Section 1(c) – 1/13/67 Agreement and  
ART. IV - VACATIONS - Section 1(c) – 2/10/71 Agreement and  
ART. III - VACATIONS - Section 1(c) – 12/11/81 Agreement)

- (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.

(ART. II - VACATIONS - Section 1(d) - 1/13/67 Agreement and  
ART. IV VACATIONS - Section 1(d) - 2/10/71 Agreement and  
ART. III - VACATIONS - Section 1(d) - 12/11/81 Agreement)

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

(ART. IV - VACATIONS - Section 1(c) - 2/10/71 Agreement)

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

(ART. II - VACATIONS - Section 1(e) - 1/13/67 Agreement and

ART. IV VACATIONS - Section 1(f) - 2/10/71 Agreement)

- (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, will be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.  
(ART. II - VACATIONS - Section 1(f) - 1/13/67 Agreement and  
ART. IV VACATIONS - Section 1(g) - 2/10/71 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 will be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

(ART. II - VACATIONS - Section 1(g) - 1/13/67 Agreement and  
ART. IV VACATIONS - Section 1(h) - 2/10/71 Agreement)

- (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.

(ART. IV - VACATIONS - Section 1(i) - 2/10/71 Agreement)

- (j) Effective January 1, 1973, in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.



(ART. IV - VACATIONS - Section 1(j) - 5/21/71 Memorandum of Agreement)

- (k) Effective January 1, 1973, in instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar-year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(Section 1(k) 5/21/71 Memorandum of Agreement)

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.

(ART. II - VACATIONS - Section 1(i) - 1/13/67 Agreement and ART. IV VACATIONS - Section 1(i) - 2/10/71 Agreement)

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

(ART. II - VACATIONS - Section 2 - 5/17/68 Agreement),

3. The terms of this agreement will not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days will be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(Section 3 - 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the ten recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day

and Christmas Day) or any day which by agreement has been substituted or is observed in place of any of the ten holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Such Section 3 is amended, effective January 1, 1973, to change the reference to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the Holidays named.

(ART. IV - VACATIONS - Section-3 - 2110171 Agreement)

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

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

- (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 vacation to take vacations at the same time.

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

(Section 4(a) and (b) - 12/17/41 Agreement)

5. Each employee who is entitled to vacation will take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management will have the right to defer same provided the employee so affected is given as much advance notice as possible; no: less than ten (10) days' notice will be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

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

(Section 5 - 12/17/41 Agreement)

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

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

(ART. I - VACATIONS - Section 4 - 8/21/54 Agreement)

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

(Section 6 - 12/17/41 Agreement)

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, will have no deduction made his established daily rate on account of vacation allowances made pursuant to this agreement.
  - (c) An employee paid a weekly or monthly rate will have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
  - (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 or, 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 7 - 12/17/41 Agreement)

8. The vacation provided for in this Agreement will be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with, a union-shop agreement, or failure to return after furlough he will at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not

yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay will die the vacation pay earned and not received will be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(ART. - VACATIONS - Section 2 - 8/19/60 Agreement)

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

(Section 9 - 12/17/41 Agreement)

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 will receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- (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 percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.
- (c) No employee will be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(Section 10 - 12/17/41 Agreement)

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 11 - 12/17/41 Agreement)

12. (a) Except as otherwise provided in this agreement a carrier will not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which

the regular employee or vacation would incur if he had remained on the job, the relief worker will be compensated in accordance with existing 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 day of original entry into service unless otherwise provided in existing agreements.

(Section 12 - 12/17/41 Agreement)

- 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, provided that such changes or understandings will not be inconsistent with this agreement.

(Section 13 - 12/17/41 Agreement)

- 14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be referred for decision to a committee, the carrier members of which will be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which will 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 will be final and binding upon the parties to such dispute or controversy.

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

(Section 14 - 12/17/41 Agreement)

Effective January 1, 1973, Section 15 is amended and will read as follows:

15. Except as otherwise provided here in this agreement will be effective as of January 1, 1973, and will be incorporated in existing agreement as a supplement thereto and will be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice will specify the changes desired and the recipient of such notice will then have a period of 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 will thereafter be negotiated and progressed concurrently to a conclusion.

(ART. IV - VACATIONS - Section 2 - 2/10/71 Agreement)

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

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 will apply in construing them as they appear in Sections 1 and 2 hereof.

(ART. I - VACATIONS - Section 6 - 8/21/54 Agreement)

This concludes the synthesis of the National Vacation Agreement.

## RULE 51 – TAKING VACATION ONE DAY AT A TIME

Under the provisions of Section 11 of the National Vacation Agreement, the Carrier can consent to vacation installments. The Carrier is agreeable to the following schedule of installments for vacation:

<u>Total Days Vacation</u>	<u>Maximum Number of Installments</u>
5 days	1 installment
10 days	2 installments
15 days	3 installments
20 days	4 installments
25 days	5 installments

Employees may elect at the time vacations are selected to designate one (1) 5-day installment of their vacation as additional personal leave days with the understanding that the rules governing personal leave days in their entirety will apply.

## RULE 52 - UNION SHOP

Employees covered by this Agreement will be subject to the terms and conditions of the Union Shop Agreement of February 4, 1953, between the Southern Pacific Transportation Company (Pacific Lines) and the employees thereof represented by the Railway Labor Organizations signatory thereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations. (See Appendices "L" and "M".)



## RULE 53- 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 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 his assignment on days on which jury duty:

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

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

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

## RULE 54 – PERSONAL LEAVE

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

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.

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) (1) Personal leave days provided in Section (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.

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

(3) The personal leave days provided in Section (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 the agreement with the organization signatory hereto.

## RULE 55 – BEREAVEMENT LEAVE

(a) 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 provisions 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.

(b) Agreed-Upon Interpretations:

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 workweek of Monday to Friday – off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, 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?

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, step-brother or step-sister, step-parents or step-children?

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

RULE 56 – REGIONAL MECHANIZED PRODUCTION GANGS

(a) The Company may establish certain designated gangs as Regional Mechanized Production Gangs (i.e. Tie, Rail, Surface, Switch and/or Crossing) to be referred to as "Regional Gangs" working within the following four (4) designated mileage and geographical limits:

- Region I: MP 1628.13 Tucumcari  
 MP 462.00 Palmdale-Colton Line West of Hiland  
 MP 540.0 West of Colton
- Region II: MP 462.00 Palmdale-Colton Line West of Hiland  
 MP 131.70 West of Polk  
 MP 76.80 East of Davis  
 LA Basin All tracks west of Daggett  
 All tracks south of Mission Tower  
 All tracks north of San Pedro  
 All tracks from West Colton to Palmdale Junction  
 All branch and industrial tracks connected to the above tracks  
 Tracy (MP 70.00) to San Francisco (MP 0.00)
- Region III: MP 131.70 West of Polk MP 781.39 Ogden  
 MP 76.80 East of Davis MP 211.81 East of Tehama  
 East switch at Portola to Tracy (MP 70.00)  
 MP 766.20 to east switch at Portola (MP323.00)
- Region IV: MP 764.80 Willsburg Jct. MP 336.4 Flanigan  
 MP 211.82 East of Tehama

NOTE 1: It is understood that the requirements of production may at times necessitate moving "Gangs" from one region to another. No such movement will be undertaken without first obtaining the concurrence of the General Chairman. However, the parties have agreed for the interest of efficiency and improved production to cooperate in effecting such movements.

NOTE 2: The present bidding procedures in effect between Regions I and II were causing difficulties between employees of the two regions. Therefore, it is agreed that for the purpose of applications and assignments only Section (a) of this rule is revised as follows:

- Region I: MP 1628.13 Tucumcari  
 MP 737.83 East (Yuma)
- Region II: MP 737.83 West  
 MP 131.70 West of Polk  
 MP 76.80 East of Davis  
 LA Basin

All tracks west of Daggett  
All tracks south of Mission Tower  
All tracks north of San Pedro  
All tracks from West Colton to Palmdale Junction  
All branch and industrial tracks connected to the  
above tracks

Region I Gangs will continue to operate pursuant to the geographical limits specified in Section (a) above.

(b) Employees assigned to Regional Gangs will continue to be covered by the rules and provisions of this Collective Bargaining Agreement, as they may apply, except to the extent specifically modified by the terms of this rule.

(c) New positions and permanent vacancies on Regional Gangs will be advertised and assigned to employees within their respective regions in accordance with Rule 10. Bulletins for Regional Gangs will also contain a brief description of expected work locations as well as movements of a Gang throughout a Region.

(d) An employee within a regional gang may only displace a junior employee from his home seniority district. An employee however may displace between regional gangs. An employee on his home seniority district must displace the junior employee on his home seniority district in all classes that he holds seniority in before he can displace onto a regional gang. The same procedure will work in reverse. An employee who fully exhausts his seniority in all classes where he holds seniority on his home seniority district does not have to displace to a regional gang.

(e) Rule 22-Starting Time- will be relaxed so as to permit the starting time of Regional Gangs to vary between the hours of 4:00 AM and 10:00 AM. When regular operations require working periods varying from those set forth above, hours of assignment will be designated by agreement between Management and General Chairman or his representative to meet service requirements.

Starting times established pursuant to this section may be changed by giving the selected employees notice during the preceding workday.

(f) In those instances where the existing Track Laborer's rate of pay in effect on a district is greater than the existing Regional Gang Laborer's rate of pay, the district rate will apply while the Regional Gang is working on that district.

(g) It is recognized that there may be instances where mobile living quarters are not provided in areas where there is a lack of available housing or stores within a reasonable distance from the work site. It is not the Carrier's intent to place employees in such a situation. Should a work area selected by the Carrier present a problem in which employees are unable to secure the necessary living conditions, the parties will meet promptly for the purpose of reviewing and resolving the problem. If the parties are unable to resolve the problem either party may upon 45-days advance written notice cancel the "per diem" agreement on the gang involved.

(h) The parties to this agreement recognize the need to monitor the effectiveness of these gangs in terms of achieving improved production and overall operation. The parties therefore may meet periodically in order to review the application of this rule and correct any problems that may arise.

## RULE 57 – SYSTEM TRACK STABILIZER OPERATOR

The track stabilizer will be operated with one (1) operator accompanied by possibly, but not limited to, one foreman, one CAT tamper, one liner, two ballast regulators, one ballast compactor and approximately four laborers, (per diem). The rate of pay for the Track Stabilizer operator will be 19.40 per hour effective July 1, 2003.

1. The operator must be a fully qualified operator with mainline experience. If assigned he must agree to remain on the position for a minimum of at least six (6) months unless disqualified, sick, resign, retire, emergency purposes, or displaced by a senior qualified operator.
2. Displacement onto this position will be accepted with the understanding that the Class 2-B-1 operator so displaced will be retained until the new operator is qualified or otherwise.
3. If after at least ten (10) working days of instruction, the employee making displacement does not show satisfactory improvement in his capabilities to properly learn, operate and maintain the track stabilizer, he will be disqualified in writing giving the reasons therefor, and handled in accordance with Rule 8.



## RULE 58 - RATE PROGRESSION NEW HIRES

### (a) Service First 24 Months

Employees entering service on positions covered by this collective bargaining agreement will be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

(1) For the first twelve (12) calendar months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA).

(2) For the second twelve (12) calendar months of employment, new employees will be paid 95% of the applicable rate of pay (including COLA).

### (b) Exclusions

Section (a) will not apply to foremen, mechanics, and production gang members operating self-propelled equipment that requires skill and experience. Generally speaking, those excluded would occupy the highest rated positions, while those included would occupy lower rated positions. Section (a) however will continue to apply, however, to a production gang employee who operates machines that require less skill and experience, such as non self-propelled, handheld, or portable machines.

### (c) Preservation of Lower Rates

Agreements that provide for training or other reduced rates that are lower than those provided for in Section (a) are preserved. If such agreements provide for payment at the lower rate for less than the first twenty-four (24) months of actual service, Section (a) of this rule will be applicable during any portion of that period in which such lower rate is not applicable.

## RULE 59 – SUBCONTRACTING

(a) NOTICE - In the event Carrier plans to contract out work coming within the scope of this collective bargaining agreement, the Carrier' will notify the General Chairman in writing as far in advance of the date of the contracting transaction as is practicable but in any event not less than fifteen (15) days prior thereto. (Article IV of the May 17, 1968 National Agreement)

(b) CONFERENCE - If the General Chairman or his representative requests a meeting to discuss matters relating to the said contracting transaction, the designated representative of the Carrier will promptly meet with him for that purpose. A good faith effort will be made to reach an understanding concerning said contracting, but if no understanding is reached the Carrier may nevertheless proceed with said contracting, and the organization may file and process claims in connection therewith. (Article IV of the May 17, 1968 National Agreement)

(c) PRESERVATION OF RIGHTS - Nothing in this rule will affect the existing rights of either party in connection with contracting out. Its purpose is to require the Carrier to give advance notice and, if requested, to meet with the General Chairman or his representative to discuss and if possible reach an understanding in connection therewith. (Article IV of the May 17, 1968 National Agreement)

(d) INCREASES IN THE AMOUNT OF SUBCONTRACTING - (1) The amount of subcontracting, measured by the ratio of adjusted Engineering Department purchased services (such services reduced by costs not related to contracting) to the total Engineering Department budget for the five (5) year period 1992-1996 will not be increased without employee protective consequences. In the event that subcontracting increases beyond that level, any employee covered by this agreement who is furloughed as a direct result of the increased subcontracting will be provided New York Dock level protection for a dismissed employee, subject to the responsibilities associated with such protection. (Article XV of the September 26, 1996 National Agreement)

(2) Existing rules concerning subcontracting which are applicable to employees covered by this agreement will remain in full effect.

## RULE 60 – TRACK SUPERVISORS

(a) QUALIFICATIONS - The Carrier may establish positions of Track Supervisor. Employees selected for these positions must have at least one (1) year of experience in railroad track inspection or a combination of experience in track inspection and training from a course in track inspection or from a college level educational program related to track inspection.

Employees selected for these positions must be able to demonstrate and understand the requirements of F.R.A. track safety standards and detect deviations from those requirements. They must also be qualified to prescribe appropriate remedial action to correct or safely compensate for those deviations and to supervise track forces. Employees selected must be qualified to prepare written records of track inspections pursuant to F.R.A. requirements.

(b) NUMBER OF SUPERVISORS - The number of Track Supervisors on any territory will be determined by management.

(c) SENIORITY - Employees selected as Track Supervisors will establish seniority in the Track Supervisor Classification and will retain their seniority standing as applicable to Track Foreman.

(d) EXPENSES - Expenses when applicable will be paid in accordance with Rule 29 of this agreement. Overtime, when applicable, will be paid in accordance with Rule 28 of this agreement.

(e) FILLING VACANCIES – Bulletined Track Supervisor positions will be assigned to the senior Track Supervisor applicant. If no bids are received from employees retaining Track Supervisor seniority, the Carrier may select a new Track Supervisor from Track Sub-department applicants without regard to seniority, and the employee so selected will establish seniority as a Track Supervisor pursuant to the regular terms of the agreement.

NOTE: Employees filling vacancies under these provisions, other than those at the same location, will be allowed travel time, when applicable, in accordance with existing provisions of the agreement. An employee so assigned, who has not already established a seniority date as a Track Supervisor will not establish same until such time as the employee completes ninety (90) actual working days filling vacancies occurring on positions of Track Supervisor.

(f) STARTING TIMES - The necessities of service may require a change in starting times for Track Supervisors. Starting times therefore may be varied between the hours of 5:00 a.m. and 10:00 a.m. providing notification is made during the preceding workday.

(g) EXERCISES OF SENIORITY - When a senior employee displaces a Track Supervisor or his position is abolished, he may exercise seniority displacement rights over any junior employee filling a Track Supervisor position.

## RULE 61 – SYSTEM GRADING GANGS

(a) ESTABLISHMENT OF - The Carrier may establish grading gangs within the Track Sub-department to be titled “System Grading Gangs”, with the privilege of using the employees assigned thereto on all Divisions.

(b) VACANCIES - New positions and vacancies on the system grading gangs will be advertised and assigned pursuant to the provisions of Rule 10 of this collective bargaining agreement; advertisement and assignment notices will be posted on all Divisions and applications accepted from all Divisions.

(c) RETENTION OF SENIORITY - Employees assigned to system grading gangs will retain and accumulate seniority on their home divisions and in their respective sub-departments. Employees acquiring displacement rights may exercise such rights on their home divisions and within their respective sub-departments as provided under this agreement.

(d) EXERCISES OF SENIORITY - An employee of a system grading gang who is laid off due to force reduction and who returns to his home district will be compensated under the provisions of Rule 16 of this agreement for time spent traveling.

## RULE 62 – LEAD ENGINEER OPERATOR

(a) The Lead Engineer-Operator duties will consist of, but not limited to, overseeing of all operators, including helpers, and machines to know that operators are maintaining and servicing their machines, and are proficient in their operation. He will develop additional operators within the labor consist of the System Work Equipment employees in order to have qualified operators for each and every machine.

(b) The Lead Engineer – Operator must have a general knowledge of what is reasonable productivity of the equipment in his charge. It is desirable that he has experience in all classes within the System Work Equipment Subdepartment. He must pass the Maintenance of Way Book of Rules examination and be conversant with safety rules and have the ability to communicate and impart that knowledge to his fellow workers.

(c) The Lead Engineer-Operator will assist and cooperate with the Operator Trainer in training potential and will furnish evaluations as requested.

(d) Lead Engineer - Operator positions will be advertised for seniority choice and assigned in accordance with Rule 7 and Rule 10 of this agreement.

## RULE 64 - LEAD MACHINE OPERATOR

The Lead Machine Operator will report to and receive instructions from designated representatives of the engineering department. Lead Operator duties will consist of, but not limited to overseeing all machine operators and machines to ensure that operators are maintaining and servicing their machines and are proficient in its operation. He will assist new operators in acquiring proficiency in the operation of their machine. He will develop additional operators within the labor consist of track gangs in order to have qualified operators for each and every machine.

He must have a general knowledge of what is reasonable productivity of the equipment in his charge. It is desirable that he have experience in the Tamper class, and track surfacing and lining machines. He must pass the M/W Book of Rules examination and be conversant with safety rules and have the ability to communicate and impart his knowledge to his fellow workers.

He will assist and cooperate with the Operator Trainer in training potential operators and will furnish evaluations as requested.

Position to be advertised for seniority choice and assignment in accordance with Rule 7 and Rule 10 of the current agreement.

## RULE 65 – OPERATION OF TRUCKS

A forty-five (45) cents per hour differential allowance will be paid to employees for tours of duty wherein the employee actually operates one of the following trucks

<u>Track Sub-department</u>	<u>B&amp;B Sub-department</u>	<u>Welding Sub-department</u>
19a Truck Driver (Diesel)	28a Truck Driver-Crane Operator	All employees assigned to a gang who are required to drive a truck
19b Diesel Fuel Lube Truck Driver	28b Truck Driver Diesel	
19c Gang-Truck Driver(Diesel)	28c Truck Driver (Semi Trailer)	
20 Truck Driver Semi Trailer		
21a Truck Driver-Crane Operator		
25 Truck Driver		

This differential allowance will not be subject to general wage increases or cost of living allowances. This differential allowance will apply only during tour(s) of duty where the BMW employee actually operates the truck. The qualified BMW employee who actually operates the truck in one of the above classes due to the absence of the regularly assigned driver will be paid the differential allowance.

Only one (1) BMW employee will be eligible for the differential allowance during any tour of duty for driving a truck in the above classes. However, it is recognized that in the event the gang is assigned and operates more than one truck (over 1 ton rating), the senior qualified BMW employees who actually operate each such truck will be eligible for the allowance.



## RULE 66 – 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 67- CAPTIONS

The captions appearing on rules and sections in this agreement are for identification purposes only and are not part of the agreement itself.

RULE 68 - DATE EFFECTIVE AND CHANGES

This document, including its appendices and attachments, is an update of the parties' existing agreement. Nothing contained or omitted herein will be construed to amend or nullify all or any part of the existing agreements between the parties. In case of any inconsistencies between this document and any existing agreement incorporate herein, the parties agree to meet promptly to resolve those inconsistencies. This document is not intended to make any changes in the existing rights of the parties. This document will not be construed or applied to negate or reopen savings clauses, affect previous applicable arbitration awards, or affect any interpretations previously expressly accepted by the parties with respect to the agreements incorporated herein.

Unless provided otherwise, nothing contained herein or omitted within this agreement will amend or nullify any part of the national agreements, which were signed between the parties. In case of any inconsistencies between the collective bargaining agreement and the actual national agreements, the parties agree to meet promptly to resolve those inconsistencies.

Unless provided otherwise, national provisions incorporated into this agreement will continue to be subject to national interpretations, applications and designated dispute resolution forums. If a particular national forum is disbanded on a national basis, the pre-existing interpretations will continue to apply.

This Agreement will be effective as of \_\_\_\_\_ and will remain in full force and effect until changed or modified under the provisions of the Railway Labor Act, as amended. Should either of the parties to this agreement desire to revise or modify these rules, thirty (30) days advance written notice containing the proposed changes will be given, and a conference will be held before the expiration of said notice.

Signed at Omaha, Nebraska this \_\_\_\_ day of \_\_\_\_\_.

FOR THE COMPANY

FOR THE EMPLOYEES:

\_\_\_\_\_  
General Director Labor Relations

\_\_\_\_\_  
General Chairman  
Brotherhood of Maintenance of  
Way Employees

\_\_\_\_\_  
Vice General Chairman  
Brotherhood of Maintenance of  
Way Employees

## APPENDICES

The inclusion of the agreements, understandings and interpretations hereinafter reproduced is not to be construed as excluding, canceling or superseding other written agreements or understandings. Such other agreements, understandings and interpretations, though not included herein, are continued in full force and effect.

## MEDIATION AGREEMENT

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 and in any 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 will 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 will be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule will be furnished to the General Chairman for his verification.

The wage schedule will 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. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need to be individually listed, but the listing will 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 will 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 will 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 will so notify the carrier and thereupon the duly authorized representative of the carrier will 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 a 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 will be under and in accordance with the provisions of the Railway Labor Act; will be between the individual carrier and the system committee of the organization representing employees of such carrier, and will be governed by an arbitration

agreement conforming to the requirements of the Railway Labor Act which will contain the following provisions:

- (1) Will state that the Board of Arbitration is to consist of three members;
- (2) will state specifically that the question to be submitted to the Board for decision will 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 will confine itself strictly to decision as to the question so specifically submitted to it;
- (3) will fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board will commence its hearings;
- (4) will fix a period of thirty (30) days from the beginning of the hearings within which the said Board will make and file its award; provided, that the parties may agree at any time upon the extension of this period;
- (5) will provide that the award will become effective on the date that it is rendered and the rate awarded will 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.

#### ARTICLE V - PRESERVATION OF RULES

This Agreement will 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

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 will 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, C on or about May 22, 1957, and will 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 will 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 Not Reproduced)



**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	

## APPENDIX B

or Sight of One Eye

150,000

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

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.

## APPENDIX B

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph B shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt 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.

## APPENDIX B

(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.

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.

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

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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 for the consolidation of the former Western Pacific Lines (WPRR) into the collective bargaining agreement between the Western Lines of the Southern Pacific Transportation Company (SPRR) and BMWE pursuant to notice dated October 30, 1996 (Attachment A). Accordingly, pursuant to Article I Section 4 of the New York Dock Conditions:

IT IS THEREFORE AGREED:

Section 1.

(A) Effective December 1, 1997, UPRR will transfer all former WPRR territory to the Western Lines Agreement between Southern Pacific Transportation Company and BMWE. The territory from MP 766.20 to the east switch at Portola (MP 323.00) will be placed in the Sacramento Eastern Seniority District. The territory extending from the east switch at Portola to Tracy, California, (MP 70.00) will be placed in the Sacramento Western Seniority District. For purposes of establishing regional gangs both territories will become part of Region III. The territory extending west of Tracy to San Francisco, California (MP 0.00) will be transferred to and become part of the Western Division Seniority District. For purposes of establishing regional gangs, this territory will become part of Region II.

(B) Former WPRR employees assigned to positions between MP 766.20 and the east switch at Portola (MP323.00) will have their seniority dovetailed into the Sacramento Eastern Seniority District. Former WP employees assigned to positions between the east switch at Portola and Tracy (MP70.00) will have their seniority dovetailed into the Sacramento Western Seniority District. Former WP employees assigned to positions west of Tracy, California (MP70.00) will have their seniority dovetailed into the Western Division Seniority District.

(C) With the exception of the Memorandum Agreement dated June 3, 1992, effective June 16, 1992, dealing with on line expenses, the collective bargaining agreement between the former WPRR and BMWE dated November 1, 1929, as revised from time to time and any understandings, interpretations, and practices connected

## APPENDIX C

therewith are abrogated and will cease to apply effective November 30, 1997. Effective December 1, 1997, such territories will be covered by the collective bargaining agreement between the Western Lines of the Southern Pacific Transportation Company and BMW.

### Section 2.

(A) Except as otherwise provided in this agreement, former WPRR employees who are dovetailed into the Sacramento Eastern and Western Seniority District rosters will have prior rights to positions on the former WPRR that was transferred to the Sacramento East or West seniority districts. Former WPRR employees who are dovetailed into the Western Division seniority rosters will have prior rights to positions on the WPRR territory that was transferred to the Western Division. SPRR employees on all three seniority districts will have prior rights to positions on their respective seniority districts. Former WPRR employees, holding a seniority date of November 30, 1997, or earlier in a class or sub-department that constitutes a system roster under the SPRR collective bargaining agreement, will have their seniority dovetailed into the appropriate SPRR system seniority rosters and they will have prior rights to all non-mobile assignments that encompass only former WPRR system territory. Likewise, SPRR employees of those same seniority rosters holding a seniority date of November 30, 1997 or earlier will have prior rights to all non-mobile assignments that encompass only former SPRR system territory. For all non-mobile assignments that encompass a combination of former WPRR and SPRR territories and for all mobile assignments, no prior rights will apply.

Former WPRR employees with a SPRR system seniority date of November 30, 1997 or earlier will not be force assigned or recalled to positions with a headquarters point outside the Sacramento East, Sacramento West and Western Seniority Districts. While such employees may displace or apply for and accept positions that have a headquarters point outside said seniority districts, such employees will not be required to do so to protect seniority and benefits under this or any other agreement. The following conditions also will apply to system employees:

- (1) Except as provided in (2) below, former WPRR employees with a SPRR system seniority date of November 30, 1997 or earlier who displace or apply for and accept a mobile assignment must protect that assignment until released therefrom as allowed under the terms of the collective bargaining agreement, regardless of its existing or future assembly point location.
- (2) When a mobile position, to which a former WPRR employee with a SPRR system seniority date of November 30, 1997 or earlier displaces within the

## APPENDIX C

Sacramento Eastern, Sacramento Western, and Western Division Seniority Districts, relocates to a location outside those seniority divisions within sixty (60) days of the employee's displacement, the employee will be released to exercise seniority in accordance with the collective bargaining agreement on the date of such relocation provided the employee gave written notice on the day of his displacement that he would not be accompanying the gang to an assembly point location outside those seniority districts. Employees who vacate their assignment under these provisions will not jeopardize any seniority or benefits under this or any other agreement.

(B) All employees holding seniority on the former WPRR as of November 30, 1997 will have the designation "W" placed next to their names. All SPRR employees involved in this seniority dovetail process will have the designation "S" placed next to their names. Employees who establish seniority on these SPRR rosters on or after December 1, 1997 will not have any designation placed next to their names and will not obtain any rights as granted under this agreement.

(C) Overtime is to be applied in accordance with the overtime provisions of the collective bargaining agreement. Prior right employees may apply for and accept bulletined positions to work outside their prior right territory without forfeiture of any prior rights established in this agreement.

(D) All former WPRR employees will be given a one time opportunity to bid on vacancies that arise in the other two seniority districts in which former WPRR territory was placed during a one year period computed from the effective date of this agreement. This one year period may be extended on a case by case basis for employees who did not have an opportunity to place themselves during the one year period. Upon being assigned, they will be dovetailed into the appropriate rosters and accorded the same prior rights as if they had been initially placed in that seniority district. An employee electing to transfer pursuant to this section will forfeit all seniority rights in the seniority district from which transferred.

### Section 3.

(A) The Carrier may establish Joint Operation Section Gangs with fixed headquarters on each of the three seniority districts identified herein. Such gangs may perform work on both prior right territories within each of those consolidated seniority districts, respectively, e.g. headquarter such a gang at Elko, Nevada, with the Sacramento Eastern Seniority District to perform section work on both "W" and "S" prior rights territories of that consolidated seniority district. These gangs will have defined territorial limits identified on the advertisement and assignment bulletins

## APPENDIX C

(B) The Carrier may establish Joint Operation Division Track Gangs (i.e. Tie, Rail, Surface, Switch, and Crossing Gangs) headquartered on line or in outfit cars on of the three seniority districts identified herein. Such gangs may perform work on both prior rights territories within each of those consolidated seniority districts, respectively; e.g. establish a mobile Tie Gang headquartered on-line within the Sacramento Eastern Seniority District to perform tie gang work on both "W" and "S" prior right territories of that consolidated seniority district.

(C) The Carrier may establish Joint Operation Division Bridge and Building Sub-department (B&B) Gangs headquartered on-line or in outfit cars on each of the three seniority districts identified herein. Such gangs may perform work on both prior right territories within each of those consolidated seniority districts, respectively e.g. establish a mobile B&B gang headquartered on-line within the Sacramento Western Seniority District to perform work B&B gang work on both "W" and "S" prior right territories of that consolidated seniority district.

(D) Bulletined assignments and exercises of seniority displacement rights for positions on gangs identified in (A), (B), and (C) of this Section 3, will be governed by the seniority and ranking of the employees involved as shown on the applicable dovetailed seniority rosters and no prior rights will apply.

(E) If problem areas develop regarding the application of paragraphs (B),(C) and (D), 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 written cancellation notice to cancel individually the provisions (B),(C), and (D) in their entirety within thirty (30) days of the date notice is received by the other party.

### Section 4.

Such employees transferring pursuant to this implementing agreement will be credited with prior service for vacation, personal leave, entry rates and other present or future benefits that are granted on the basis of qualifying years of service in the same manner as though all such time had been spent in the service of the carrier to which transferred.

### Section 5.

(A) The New York Dock employee protective conditions, which is attached hereto as Attachment "B" will be applicable to this transaction. There will be no duplication of benefits by an employee under this agreement and any other agreements or protective arrangements.



## APPENDIX C

(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 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 in Section 5(B)(1), the appropriate form stating “Nothing to Report”. Claims are to be submitted to :

Supervisor Protection Management  
1416 Dodge St. PNG06  
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 Senior Manager Labor Relations or the Supervisor Protection Management at the address set forth in Section 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 6.

This agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 5 will be handled directly between the General Chairman and Director Labor Relations.

## **APPENDIX C**

This agreement will become effective on the 1<sup>st</sup> day of December, 1997.

Signed this 30<sup>th</sup> day of September, 1997, in Omaha, Nebraska.

**SIGNATURES AND ATTACHMENTS NOT REPRODUCED.**

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

---

This implementing agreement is made by and between Union Pacific Railroad Company (UPRR) and the Brotherhood of Maintenance of Way Employees (BMWE) to establish procedures for the transfer of the UPRR lines west of Daggett, California, to the collective bargaining agreement between the Western Lines of the Southern Pacific Railroad Transportation Company (SPRR) and BMWE.

IT IS THEREFORE AGREED:

Section 1.

On November 1, 1997, the UPRR lines west of Daggett, California, will be transferred to and become part of the SPRR Los Angeles Seniority Division. Further, the UPRR BMWE collective bargaining agreement will no longer apply to these lines, and the collective bargaining agreement between SPRR Western Lines and BMWE, as well as the understandings, interpretations, and agreements connected thereto, will apply to these lines and the maintenance of way employees assigned thereon.

Section 2.

(A) All employees holding seniority on the UPRR California Division, South Central District, and/or System Roadway Equipment Subdepartment Operators seniority rosters as of October 31, 1997, will have their seniority dovetailed into the appropriate SPRR seniority rosters, and they will have the designation "U" placed next to their names.

(B) All SPRR employees on rosters involved in this seniority dovetail process will have the designation "S" placed next to their names.

(C) Employees who establish seniority on SPRR rosters on or after November 1, 1997, will not have any designation placed next to their names in connection with this agreement. Additionally employees who establish seniority on any UPRR roster on or after November 1, 1997, will not establish any seniority under the SPRR collective bargaining agreement and will not establish any rights as granted under this agreement.

Section 3.

For purposes of this agreement, the Los Angeles (LA) Basin is defined as follows:

**LA BASIN**

- All tracks west of Daggett (UP MP 158.9) and Colton (SP MP 540.0)
- All tracks south of Mission Tower (SP MP 482.10)
- All tracks north of San Pedro (SP MP 506.80)
- All branch and industrial tracks connected to the above.

Section 4.

(A) On and after November 1, 1997, SPRR and UPRR employees may be used as a consolidated work force to perform maintenance of way duties within the LA Basin.

(B) All bulletined assignments and exercises of seniority in the LA Basin subsequent to and including November 1, 1997, will be governed by applicable SPRR collective bargaining agreement provisions and no prior rights will apply.

(C) Preference in filling positions in SPRR territory headquartered outside of the LA Basin will be given to employees on the applicable seniority rosters with the "S" designation next to their names.

Section 5.

(A) When employees who have a "U" designation perform service on territory under the SPRR collective bargaining agreement, they will retain and accumulate seniority held in all classes under the UPRR collective bargaining agreement, and they will not be subject to force assignment or recall under UPRR collective bargaining agreement provisions. Further, when such employees perform service on territory under UPRR collective bargaining agreement, they will retain and accumulate seniority held in all classes under the SPRR collective bargaining agreement, and they will not be subject to force assignment or recall under any SPRR collective bargaining agreement provisions.

(B) Employees having a "U" designation will be permitted to exercise seniority either under the SPRR collective bargaining agreement or the UPRR collective bargaining agreement without forfeiture of any seniority or other rights outlined in this agreement. Further, when working under one collective bargaining agreement, such employees may apply for and accept bulletined positions to work under the other collective bargaining agreement without forfeiture of any seniority or other rights outlined in this agreement. In any case, while working under a particular collective bargaining agreement, such employees will be subject to the rules, rates of pay, and working conditions of that collective bargaining agreement.

(C) Employees who have a "U" designation will not be required to fill SPRR positions assembling or headquartered outside the LA Basin territory to protect seniority on rosters where they have the "U" designation. However, they may fill such positions without forfeiture of any seniority or other rights outlined in this agreement.

## APPENDIX D

(D) All service on UPRR or SPRR territories by employees having a “U” designation 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 under one collective bargaining agreement.

### Section 6.

(A) The New York Dock employee protective conditions, which is attached hereto as Attachment “A”, will be applicable to this transaction. There will be no duplication of benefits by an employee under this agreement 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:
  - (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 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 6(B)(1), the appropriate form stating “Nothing to Report.” Claims are to be submitted to :

Supervisor Protection Management  
1416 Dodge St. PNG06  
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 Management at the address set forth in Section 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

## APPENDIX D

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 7.

This agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 6 will be handled directly between the General Chairman and Director Labor Relations.

### Section 8.

(A) To the extent any of the rules of the collective bargaining agreement may conflict with this agreement, this agreement will apply.

(B) This agreement will become effective on the 1<sup>st</sup> day of November, 1997.

Signed in Omaha, Nebraska, this 30<sup>th</sup> day of September 1997.

SIGNATURES AND ATTACHMENTS NOT REPRODUCED

AGREEMENT  
between  
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 for the transfer of the SPRR lines north of Mile Post 764.80 (Willsburg Junction) to the collective bargaining agreement between UPRR and BMWE.

IT IS THEREFORE AGREED:

Section 1.

On July 1, 1998, the SPRR lines North of M.P. 764.80 (Willsburg Junction) will be transferred to and become part of the UPRR Oregon Division, Northwestern District and System Seniority Districts. Further the SPRR and BMWE collective bargaining agreement will no longer apply to these lines, and the collective bargaining agreement between UPRR and BMWE, as well as the understandings, interpretations, and agreements connected thereto, will apply to these lines and the maintenance of way employees assigned thereon.

Section 2.

(A) All employees holding seniority on the SPRR Oregon Eastern Seniority Division seniority rosters as of July 1, 1998, will have their seniority dovetailed into the appropriate UPRR seniority rosters, and they will have the designation "SP" placed next to their names.

(B) All UPRR employees on rosters involved in this seniority dovetail process will have the designation "UO" placed next to their names.

(C) Employees who establish seniority on UPRR rosters on or after July 1, 1998, will have no designation placed next to their names in connection with this agreement. Additionally, employees who establish seniority on any SPRR roster on or after July 1, 1998, will not establish any seniority under the UPRR collective bargaining agreement and will not establish any rights as granted under this agreement.

Section 3.

For purposes of this agreement, the Portland Junction is defined as follows:

- All tracks west of Sandy (UP MP 18.1)
- All tracks south of North Portland Jct. (UP MP 6.81)
- All tracks north of Willsburg Jct. (SP MP 764.80)

Section 4.

(A) Listed hereinafter is the number of positions in each of the classifications headquartered in the Portland Junction (PJ) on the effective date of this agreement:

<u>Classification</u>	<u>Number of Positions</u>
1. Track Inspectors	2
2. Welders	2
3. Welder Helpers	2
4. Track Foremen	4
5. Track Loader Hoe Operators	1
6. Sectionman Truck Operators	4
7. District Truck Operator	1
8. Ohio Crane Operator	1
9. Switch Maintainer	1
10. Flange Oil Maintainer	1
11. Ballast Regulator Operator	1
12. Petibone Speed Swing Operator	1
13. Automatic Switch Tamper Operator (6700)	1
14. Track Weed Mower Operator	1
15. Track Patrol Foreman	3
16. Sectionmen	3
17. Carpenter	1
18. Painter Truck Operator	1
19. Tie Inserter	1

First preference on filling one (1) PJ positions<sup>1</sup> in the classifications listed in 1 through 6 will be given to “SP” designated employees. For the remaining number of PJ positions in any of the classifications listed 1 through 6 , and for the number of PJ positions in the classifications listed 7 through 19, preference on assignments will be given to “UO” employees.

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<sup>1</sup> All references to “PJ positions” in this agreement refer to positions headquartered or assembling in the Portland Junction.



## APPENDIX E

(B) For all PJ positions in excess of the number shown for each of the classifications 1 through 19, under (A) and for any PJ positions not listed in (A), assignments will be handled as follows:

- (1) When bids are received from only "UO" 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 on "SP" 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 "UO" and "SP" designated employees, the senior "UO" designated applicant and the senior "SP" designated applicant will be identified, and the employee with the senior hire date will be assigned.
- (4) All other situations not covered by (1), (2) or (3) above will be governed by normal seniority rules of the collective bargaining agreement and no prior rights will apply.

(C) The exercise of seniority displacement rights by "UO" and "SP" designated employees within the Portland Junction will be controlled by the same principles explained in (A) and (B).

(D) Preference in filling UPRR positions headquartered or assembling outside of the Portland Junction will be given to "UO" designated employees.

(E) The application of this Section 4 for a classification will be eliminated once there are no "SP" or "UO" designated employees holding seniority in the classification involved.

### Section 5.

Gangs headquartered in PJ covered by the terms of this Implementing Agreement may interact with other UPRR maintenance of way crews in PJ and those headquartered east of Sandy (MP18.1) in the same fashion as UPRR maintenance of way do in territories where no prior rights exist.

### Section 6.

(A) When employees who have a "SP" designation perform service on territory under the UPRR collective bargaining agreement, they will retain and accumulate seniority held in all classes under the SPRR collective bargaining agreement, and they

## APPENDIX E

will not be subject to force assignment or recall under SPRR collective bargaining agreement provisions. Further, when such employees perform service on territory under SPRR collective bargaining agreement, they will retain and accumulate seniority held in all classes under UPRR collective bargaining agreement, and they will not be subject to force assignment or recall under UPRR collective bargaining agreement provisions.

(B) Employees having a “SP” designation will be permitted to exercise seniority either under the SPRR collective bargaining agreement or the UPRR collective bargaining agreement without forfeiture of any seniority or other rights outlined in this agreement. Further, when working under one collective bargaining agreement, such employees may apply for and accept bulletined positions to work under the other collective bargaining agreement. In any case, while working under a particular collective bargaining agreement, such employees will be subject to the rules, rates of pay, and working conditions of that collective bargaining agreement.

(C) While “SP” designated employees may fill UPRR positions assembling or headquartered outside of the Portland Junction, they will not be required to do so to protect seniority where they have the “SP” designation. However, such employees who fill positions assembling or headquartered outside the Portland Junction will be subject to force assignment pursuant to Rule 20(e) to other positions coming under the jurisdiction of the UPRR/BMWE Agreement as their seniority dictates under that agreement. Such employees who elect not to fill such positions, will not, as a result thereof, impair or jeopardize any protection or benefits to which they may now or in the future be entitled under any protection conditions or agreement.

### Section 7.

All service on UPRR or SPRR territories by employees having a “SP” designation 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 under one collective bargaining agreement.

### Section 8.

Implementation of this agreement 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 to all employees covered by this agreement prior to implementation subject to a ninety-day employee seniority protest period, that will commence on the implementation date of this agreement; and

## APPENDIX E

3. a complete copy of this Implementing Agreement and the current UP/BMWE collective bargaining agreement is printed and distributed to all employees covered by this agreement. (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)(!), 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 rosters covered by this agreement.

### Section 9.

(A) Since no SPRR employees possessed seniority identified in this agreement 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 seniority to:

Assistant Director NPS  
Union Pacific Railroad Company  
1416 Dodge Street PNG06  
Omaha, Nebraska, 68179

(B) It is understood that the employees awarded seniority under the UPRR/BMWE Agreement as a result of this agreement who do not elect to retain such seniority pursuant to (A) 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 10.

(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 and any other agreements or protective arrangements.

(B) If employees are entitled to protection as a result of this transaction, the following will apply:

## APPENDIX E

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:
  - (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 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 10(B)(1), the appropriate form stating “Nothing to Report.” Claims are to be submitted to :

Supervisor Protection Management  
1416 Dodge St. PNG06  
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 Management at the address set forth in Section 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 11.

This agreement will constitute the required agreement as provided in Article I Section 4 of the New York Dock employee protective conditions. Any claims or disputes arising from the application of this Agreement or the protective conditions referred to in Section 10 will be handled directly between the General Chairman and Director Labor Relations.

### Section 12.

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

## APPENDIX E

concerned with adjudication disputes arising under this agreement. This agreement will become effective on the 1<sup>st</sup> day of January 1999.

Signed in Omaha, Nebraska, this 10<sup>th</sup> day of September 1998.  
**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 Employees (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 30<sup>th</sup> 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, SPRR<sup>2</sup> and D&RGW territories and have been subject to the Collective Bargaining Agreement between UPRR and BMWE;

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<sup>2</sup> 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 G

(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"<sup>3</sup> 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

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<sup>3</sup> 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 G

(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 (10<sup>th</sup>) work day after notice has been given, the supervisor and the employee involved may agree to a date of release prior thereto.

## APPENDIX G

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 G

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



## APPENDIX G

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 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

## **APPENDIX G**

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 1<sup>st</sup> 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 308<sup>th</sup> 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

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  
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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.

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&amp;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

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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 H**  
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,

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  
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Alhambra-Jay Building  
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45743 308<sup>th</sup> Street  
Wakonda, South Dakota 57073-6313

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 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.

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 H**  
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**

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  
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Mr. Leon R. Fenhaus  
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45743 308<sup>th</sup> Street  
Wakonda, South Dakota 57073-6313

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)

- (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 Thermiter 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.

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**

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 308<sup>th</sup> 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

**SIGNATURES NOT REPRODUCED**

**UNION PACIFIC RAILROAD COMPANY**

Mr. David D. Tanner  
General Chairman/BMWE  
P. O. Box 850  
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Alhambra-Jay Building  
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General Chairman/BMWE  
45743 308<sup>th</sup> 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 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.

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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**UNION PACIFIC RAILROAD COMPANY**

Mr. David D. Tanner  
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45743 308<sup>th</sup> 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, 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

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

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,

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. Leon R. Fenhaus  
General Chairman/BMWE  
45743 308<sup>th</sup> 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

SIGNATURES NOT REPRODUCED

**UNION PACIFIC RAILROAD COMPANY**

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General Chairman/BMWE  
P. O. Box 850  
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45743 308<sup>th</sup> 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 H**  
**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

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**UNION PACIFIC RAILROAD COMPANY**

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Mr. David E. McMahon  
General Chairman/BMWE  
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930 Alhambra Blvd., Suite 260  
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Mr. Leon R. Fenhaus  
General Chairman/BMWE  
45743 308<sup>th</sup> 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

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**UNION PACIFIC RAILROAD COMPANY**

Mr. David D. Tanner  
General Chairman/BMWE  
P. O. Box 850  
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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 308<sup>th</sup> 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

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**UNION PACIFIC RAILROAD COMPANY**

Mr. Leon R. Fenhaus  
General Chairman/BMWE  
45743 308<sup>th</sup> 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

**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.

(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 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 30<sup>th</sup> day of November, 1998.**

FOR THE ORGANIZATION:

FOR THE  
UNION PACIFIC RAILROAD COMPANY:

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

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 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 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 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 Employees ("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.

- 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 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 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 25<sup>th</sup> day of October, 1996.

SIGNATURES NOT REPRODUCED

## AGREEMENT

This Agreement made this 4th day of February, 1953, by and between Southern Pacific Company (Pacific Lines), and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employee's' 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 the carriers 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 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 serve in the Armed Forces or granted leaves of absence to engage in studies under an education aid program sponsored by the federal government or a state government for the benefit

of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the 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 sub-sections (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 assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5. (a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until it is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore 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 railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered 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 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 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 of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested

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

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

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement 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 of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute 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, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved 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 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 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 the 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 a notice is received or decision rendered shall not be counted.

Section 6. Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this selection 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.

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 non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or 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 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 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 (a) 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 amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on March 1, 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 by and on behalf of the carrier party hereto and those employees represented by each organization as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at San Francisco, California, this 4th day of February, 1953.

(SIGNATURES NOT REPRODUCED)

**MEMORANDUM OF AGREEMENT**

It is agreed that in the application of the Union Shop Agreement signed this date at San Francisco, California, 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 signatory hereto.

Signed at San Francisco, California, this 4th day of February, 1953.

(SIGNATURES NOT REPRODUCED)

AGREEMENT

between

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(PACIFIC LINES)  
and  
its Employees represented by the  
BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

This Agreement made at San Francisco, California this 7th day of August 1979, by and between the Southern Pacific Transportation Company (Pacific Lines), hereinafter referred to as the Company, and the Brotherhood of Maintenance of Way Employees, hereinafter referred to as the Organization, amends the Dues Deduction Agreement heretofore in effect which was signed at San Francisco, June 5, 1964, amended July 31, 1973.

IT IS AGREED:

1. (a) Subject to the terms and conditions of this agreement, the Company shall deduct monthly union dues, initiation fees, and assessments (not including fines and penalties) , payable to the Organization by members thereof from wages to employees represented by the Organization upon the written and un-revoked authorization of a member on the form agreed to by the parties hereto, copy of which is attached as Attachment "A" and made a part hereof.

(b) The signed authorization may, in accordance with its terms, be revoked in writing at any time after the expiration of one (1) year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties, whichever occurs sooner. Revocation of the authorization shall be in the form agreed upon by the parties, copy of which is attached as Attachment "B" and made a part hereof.

(c) Both the Authorization Forms and the Revocation of Authorization Forms shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume full responsibility for the procurement and execution of the forms by the employees and for the delivery of such forms to the Company.

2. Deductions as provided for herein shall be made by the Company in accordance with certified deduction lists or magnetic tapes, as applicable, to the officer designated by this Company. Such deduction lists, together with assignment and revocation of assignment forms, shall be furnished on or before the 5th day of each month in which the deduction or termination of deduction is to become effective as hereinafter provided. The original lists furnished shall show the employee's name,

Social Security account number, and the amount to be deducted in the form approved by the Company. Thereafter, two lists shall be furnished each month by the General Chairman of the Organization as follows:

- (a) A list or tape showing any changes in the amounts to be deducted from the wages of employees with respect to whom deductions are already being made. Such list/tape shall show both the amounts previously authorized to be deducted and the new amounts to be deducted; also the names of employees from whose wages no further deductions are to be made which shall be accomplished by revocation of assignment forms signed by each employee so listed. Where no changes are to be made the list shall so state.
- (b) In addition to the above, list/tape shall also indicate any additional employees from whose wages the Company shall make deductions as herein provided, together with an assignment authorization form signed by each employee so listed. Where there are no such additional employees the list shall so state.

3. Deductions as provided for herein will be made by the Company from wages due employees for the second period in each calendar month, which shall be credited for the second month following the month in which the deduction is made, and the Company will, subject to the provisions of paragraph 4 hereof, remit to the Organization at their International Headquarters the total amount of such deductions on or before the 25th day of the month following the month in which such deductions are made. With such remittance the Company will furnish to the Organization list/tape indicating employees from whom deductions were made and the amount of deductions.

(a) In the Event earnings of an employee are insufficient to permit the full amount of deduction, no deduction will be made and responsibility for collection shall rest entirely with the Organization.

(b) The following payroll deductions shall have priority over deductions covered by this Agreement.

Federal, State and Municipal taxes and other deductions required by law, including garnishments and attachments.

Amounts due the Company.

Premiums on any life insurance, hospital-surgical insurance, group accident or health insurance or group annuities.

Prior valid assignments and deductions.

(c) In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employee for any subsequent payroll period.

5. Responsibility of the Company under this agreement shall be limited to remitting the amounts actually deducted from wages of employees pursuant to this agreement, and the Company shall not be responsible financially or otherwise for failure to make deductions or for making improper deductions. Any questions arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization.

6. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this agreement.

7. This agreement shall become effective as of January 1, 1980.

Signed at San Francisco, California this 7th day of August, 1979.

FOR THE ORGANIZATION:

/s/ C. F. Foose  
General Chairman  
Brotherhood of Maintenance of Way  
Employees

FOR THE COMPANY:

/s/ L. M. Fox  
Assistant Vice President  
Labor Relations

APPROVED:

/s/ S. E. Fleming  
Vice President  
Brotherhood of Maintenance of Way  
Employees

WAGE ASSIGNMENT AUTHORIZATION

I hereby assign to the BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES that part of my wages necessary to pay my required monthly union dues, initiation fees, and assessments (not including fines and penalties) as reported to the Southern Pacific Transportation Company (Pacific Lines) by the General Chairman, certified by him, as provided under the Deduction Agreement entered into by and between the Organization and the Company; and I hereby authorize the Company to deduct from my wages all such sums and to pay them over to the Organization as provided for in the Deduction Agreement.

This authorization may be revoked by the undersigned in writing after the expiration of one (1) year, or upon the termination date of the aforesaid Deduction Agreement, or upon the termination of the rules and working conditions agreement, whichever occurs sooner.

Employee Social Security Acct. No.

\_\_\_\_\_

Name: \_\_\_\_\_  
(Last) (First) (Middle initial)

\_\_\_\_\_  
(Lodge Number) (Carrier Audit Number)

\_\_\_\_\_  
(Occupation Title) (Pos. No.) (Work Location) (Department)

Home Address: \_\_\_\_\_  
(Street and Number) (City and State)

\_\_\_\_\_, \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)





MW 1-38  
NWP 116-170-U.S.

ADDENDUM TO DUES DEDUCTION AGREEMENT

between

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(Pacific Lines)

NORTHWESTERN PACIFIC RAILROAD COMPANY

and its employees represented by the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the Brotherhood of Maintenance of Way Employees, the parties hereby amend the Dues Deduction Agreement of August 7, 1979, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1. (a) Subject to the terms and conditions hereinafter set forth, and without cost to the Organization, the Carrier shall deduct from the wages of employees voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment A" and made a part hereof.

(b) The authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organization shall assume full responsibility for the procurement and execution of the forms by the employees and for the delivery of such forms to the Company.

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

## APPENDIX L (1)

2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts shall commence in the month immediately following. Subsequent monthly deductions shall be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required herein above.

3. Monthly voluntary political contribution deductions shall be made from wages at the same time that membership dues are deducted from the employee's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier shall make separate remittance of voluntary political contributions to the Treasurer, Maintenance of Way Political League, together with a list prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

6. (a) In the event earnings of an employee are insufficient to permit full amount of deduction, no deduction shall be made and responsibility for collection shall rest entirely with the Organization.

(b) Priority of payroll deduction for political contributions shall immediately follow the priority position of the union dues deduction.

(c) In cases where no deduction is made from the wages of an employee due to insufficient earnings, or for other reasons, the amounts not deducted shall not be added to deduction lists for the employee for any subsequent payroll period.

7. Responsibility of the Company under this Agreement shall, be limited to remitting the amounts actually deducted from wages of employees pursuant to this Agreement, and the Company shall not be responsible financially or otherwise for failure to make deductions or for making improper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization.

8. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, liability, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

9. This Agreement shall become effective January 1, 1980.

Signed at San Francisco, California this

FOR THE:  
SOUTHERN PACIFIC TRANSPORTATION  
(Pacific Lines'  
NORTHWESTERN PACIFIC RAILROAD COMPANY

/s/ L. M. Fox (hlm)  
Assistant Vice President-Labor

FOR THE:  
BROTHERHOOD OF MAINTENANCE OF WAY

/s/ C. F. Foose  
General Chairman

**INDIVIDUAL AUTHORIZATION FORM  
VOLUNTARY PAYROLL DEDUCTIONS-MAINTENANCE OF WAY EMPLOYEES' POLITICAL LEAGUE**

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

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

Name: \_\_\_\_\_  
(Last) (First) (Middle initial)

Employee Social Security Account No. \_\_\_\_\_

\_\_\_\_\_  
(Lodge Number) (Union Card No.) (Carrier Audit Number)

\_\_\_\_\_  
(Occupation Title)

\_\_\_\_\_  
(Work Location)

Home Address: \_\_\_\_\_  
(Street and Number)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_, \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

MEMORANDUM OF AGREEMENT

between

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(PACIFIC LINES)

and its Employees represented by

THE BROTHERHOOD OF MAINTENANCE  
OF WAY EMPLOYES

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In order to provide a more effective training program for Foremen in the Track Sub-department, B&B Sub-department and Water Service, Sub-department, the following is agreed to between the parties:

1. When Management considers a need exists for Foremen in one of the above Sub-departments, an informational notice shall be posted for a period of not less than 10 days at the headquarters of gangs on the seniority district on which it is desired to establish training positions as Student Foreman. Information on notice shall include rate of pay, headquarters location, and state that expenses are to be allowed under Rule 29 (or trailer furnished) while away from headquarters location. Headquarters location will remain same throughout life of the position. Notice shall also advise that employees interested in being considered for such training and willing to undergo period of training as Student Foreman should so advise the Division Engineer in writing, with copy to General Chairman, not later than 20 days following date of the posted notice. Copy of notice posted shall be sent to General Chairman.

2. In order for an applicant to be considered, he must be able to read and write the English language and pass required physical examination. Accepted applicants shall be designated as Student Foreman, Track Sub-department; Student Foreman, B&B Sub-department; or Student Foreman, Water Service Sub-department.

3. A Student Foreman shall work under the direct supervision of a Track, B&B, or Water Service Foreman. His position shall be that of a trainee; i.e., while he may perform work and exercise supervision as desirable in the course of acquiring practical experience, his assignment to a gang shall not be used to reduce the complement of men assigned to the gang.

4. It is recognized that it may be necessary that Student Foremen be required to transfer temporarily to another seniority district on the same division in order to acquire specialized training. Student Foremen will be permitted to make weekend visits home when practicable.

5. The Company will determine when a Student Foreman is qualified for promotion. Upon such determination he will be furnished a certificate of qualification, and he shall be accorded a seniority date as Track, B&B, or Water Service Foreman, which must thereafter be exercised in accordance with the rules of the agreement. General Chairman will be notified of seniority date awarded. When Foreman seniority is insufficient to enable him to hold position as such, or other position in which he may hold seniority having rate higher than that of Student Foreman, either permanent or temporary, he may elect to return to position and rate of pay of Student Foreman.

6. Rate of pay of Student Foremen will be as follows:

Student Foreman, Track Sub-department	\$751.82 per month
Student Foreman, B&B Sub-department	\$821.89 per month
Student Foreman, Water Service Sub-department	\$821.89 per month

7. Except as provided herein, all rules set forth in the current Agreement of July 1, 1964, will remain applicable.

8. After a period of one year from the date hereof, the progress of the program will again be discussed between the parties, which discussion may include suggestions for changes and Improvements thereof. Following such discussion, if it is so desired by either party, this memorandum of agreement may be cancelled upon 30 days' written notice by either party.

\*(Nothing in this agreement required the maintenance of any position.)

9. This agreement supersedes Memorandum of Agreement dated January 18, 1972, which provided for positions of Student Foreman in the Track Sub-department only.

Signed at San Francisco, California, this 16th day of May, 1972.

(\*Revised July 1, 1982)

SIGNATURES NOT REPRODUCED

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

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

IT IS AGREED:

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

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

NOTE: The foregoing limits include the Chamizal Yard (commonly referred to as the “River Yard”) and the former Missouri Pacific tracks and yard.

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

3. Within the El Paso Terminal as defined above, track maintenance will be performed by “terminal gangs” that will consist of employees holding seniority under the



collective bargaining agreement with Carrier and BMWWE dated October 1, 1973 (hereinafter referred to as PacFed) and the collective bargaining agreement between Carrier and BMWWE dated July 1, 2000 (hereinafter referred to as MoPac). Except as specifically provided herein, Carrier will maintain as closely as possible a ratio of 60% MoPac and 40% PacFed employees within a class. Within this ratio, there will be not less than three Track Foremen, two of which will be from MoPac and one from PacFed. Except as provided in paragraphs 6(B)1., 2., and 3, there will not be any reservation of work as between the terminal gang employees performing service on terminal tracks. Terminal gangs may be used independently of each other or in any combination thereof, including all gangs working together on the same project and may perform work on any track within the terminal limits. When not performing work within the terminal, the employees may perform on their respective seniority districts. General Chairmen MoPac and PacFed will each be furnished a quarterly report of the number of men assigned to "terminal gangs". Adjustments will be made if necessary to bring the numbers into line with the 60/40 ratio for the next quarterly period. To the extent any positions allotted to MoPac or PacFed represented employees are not filled, employees from the other collective bargaining agreement may fill them. This is subject to the displacement rights of employees to which the positions may belong.

4. Employees assigned to terminal gangs will continue to be subject to the working agreement in effect on their own seniority district and will not establish seniority on the other seniority district. With the approval of the Carrier, and employee may relinquish their former seniority and establish seniority as a new employee under the other collective bargaining agreement. New employees hired to work in the El Paso Terminal will establish seniority only on the seniority district on which the vacancy existed under the percentage provisions of this agreement. Except as provided in paragraph 5 below, employees assigned to terminal gangs will receive the highest rates of provided under the two separate collective bargaining agreements for that class of service involved with the understanding that applicable differentials will be considered in determining the highest rates.

5. There will not less than one (1) Roadway Machine Operator, one (1) welder and one (1) welder helper from each collective bargaining agreement assigned within the terminal limits. They will not accumulate seniority on the roster of the other. The rates of pay for these machine operator positions will depend upon the type of machine operated, and they will receive the rate of pay establish for that machine under their respective collective bargaining agreement. The rates of pay for welders and welder helpers will be the higher rates of pay for their class provided under the two separate collective bargaining agreements.

6. (A) Carrier will designate a territory for each terminal gang. Once territories are established, the terminal employees will be allowed to choose, in seniority order, the terminal gang on which they wish to work, with it being understood that employees will not be allowed to change work classifications as a result thereof.

(B) Overtime will be allocated based upon the following principles:

(1) For overtime not continuous with a terminal gang's regularly assigned hours, employees assigned to the terminal territory where the overtime occurs will be called in seniority order first.

(2) Work performed by a terminal gang on a project that extends into overtime service following and continuous with the regular hours of assignment may be continued by that gang, regardless of the terminal territory involved. If the Carrier decides not to use that terminal gang or if additional assistance is needed during such overtime service, the terminal gang assigned to that territory will be given preference for the overtime in seniority order.

3. If terminal gangs are working in conjunction with each other and overtime arises for one gang, the gang assigned to that territory will be given preference for the overtime in seniority order. The most junior employees necessary to complete the overtime will be retained if the more senior employees decline the overtime.

7. Division, district tie gang and system maintenance of way employees from either collective bargaining agreement may be brought into the terminal limits when necessary to augment terminal forces and may work on any terminal tracks. These employees will not be considered as part of the 60/40 ratio. However, if the Carrier establishes additional gangs headquartered in the El Paso Terminal, assignments will be made in line with the 60/40 ratio as set forth in Section 3.

8. The Carrier may also establish a terminal B&B gang, which will consist of a MoPac and PacFed B&B Foreman (the senior foreman having supervisory authority) to work within the terminal limits as defined above. These employees will not be considered as part of the 60/40 ratio. When not performing joint B&B work within the terminal, the individual foremen may perform work on their respective seniority districts. B&B employees from either collective bargaining agreement may be brought into the terminal limits when necessary to augment the terminal B&B gang to work on facilities coming under the jurisdiction of their respective collective bargaining agreements.

9. If within one (1) year of the effective date of this agreement, the Carrier reduces either the number of terminal employees or the number of positions in a class of seniority below the number that existed in the terminal on December 1, 2001, the employees affected thereby will be entitled to the applicable protective benefits as set forth in Attachment "A". If the Carrier reduces the number of terminal employees or number of terminal positions subsequent to this one (1) year period, the employees affected thereby must illustrate they have been adversely affected as a result of this agreement to qualify for such benefits.

10. This agreement may be cancelled by either party upon ten (10) days notice on the other, which will discontinue, for both parties, the allowances and protective

arrangements specified herein that are not provided for in the current and respective collective bargaining agreements.

This agreement will become effective April 1, 2002.

Signed in Omaha, Nebraska, this 7<sup>th</sup> day of March, 2002.

**SIGNATURES NOT REPRODUCED.**

ATTACHEMENT-A

1. Definitions –

(a) "Displaced employee" means an employee of the railroad who, as a result of this agreement is placed in a worse position with respect to his compensation and rules governing his working conditions.

(b) "Dismissed employee" means an employee of the railroad who, as a result of this agreement is deprived of employment with the railroad because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of this agreement.

(c) "Protection period" means the period of time during which a displaced or dismissed employee is to be provided protection thereunder and extends from the date on which an employee is displaced or dismissed to the expiration of 6 years therefrom, provided, however, that the protective period for any particular employee shall not continue for a longer period following the date he was displaced or dismissed than the period during which such employee was in the employ of the railroad prior to the date of his displacement or his dismissal. For purposes of this Attachment, an employee's length of service shall be determined in accordance with the provisions of section 7(b) of the Washington Job Protection Agreement of May 1936.

2. The rates of pay, rules, working conditions and all collective bargaining and other rights, privileges and benefits (including continuation of pension rights and benefits) of the railroad's employees under applicable laws and/or existing collective bargaining agreements or otherwise shall be preserved unless changed by future collective bargaining agreements or applicable statutes.

3. Nothing in this Attachment will be construed as depriving any employee of any rights or benefits or eliminating any obligations which such employee may have under any existing job security or other protective conditions or arrangements; provided,

that if an employee otherwise is eligible for protection under both this Attachment and some other job security or other protective conditions or arrangements, he will elect between the benefits under this Appendix and similar benefits under such other arrangement and, for so long as he continues to receive such benefits under the provisions which he so elects, he will not be entitled to the same type of benefit under the provisions which he does not so elect; provided further, that the benefits under this Appendix, or any other arrangement, will be construed to include the conditions, responsibilities and obligations accompanying such benefits; and, provided further, that after expiration of the period for which such employee is entitled to protection under the arrangement which he so elects, he may then be entitled to protection under the other arrangement for the remainder, if any, of this protective period under that arrangement.

4. Displacement allowances - (a) So long after a displaced employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he will, during his protective period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

Each displaced employee's displacement allowance will be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed services immediately preceding the date of his displacement as a result of the transaction (thereby producing average monthly compensation and average monthly time paid for in the test period), and provided further, that such allowance will also be adjusted to reflect subsequent general wage increases.

If a displaced employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he will be paid the difference, less compensation for the time lost on account of

his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he will be additionally compensated for such excess time at the rate of pay of the retained position.

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

(c) The displacement allowance will cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for justifiable cause.

5. Dismissal allowances - (a) A dismissed employee will be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance will also be adjusted to reflect subsequent general wage increases.

(b) The dismissal allowance of any dismissed employee who returns to service with the railroad will cease while he is so re-employed. During the time of such reemployment, he will be entitled to protection in accordance with the provisions of section 4.

(c) The dismissal allowance of any dismissed employee who is otherwise employed will be reduced to the extent that his combined monthly earnings in such

other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the railroad will agree upon a procedure by which the railroad will be currently informed of the earnings of such employee in employment other than with the railroad, and the benefits received.

(d) The dismissal allowance will cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible after appropriate notification, if his return does not infringe upon employment rights of other employees under a working agreement.

6. Separation allowance - A dismissed employee entitled to protection under this appendix, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this appendix) accept a lump sum payment computed in accordance with section 9 of the Washington Job Protection Agreement of May 1936.

7. Fringe benefits - No employee of the railroad who is affected by a transaction will be deprived during his protection period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, reliefs, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the railroad, in active or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

8. Moving expenses - Any employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction,

and who within his protective period is required to move his place of residence, will be reimbursed for all expenses of moving his household and other personal effects of the traveling expenses of himself and members of his family, including living expenses for himself and his family and for his own actual wage loss, not to exceed 3 working days, the exact extent of the responsibility of the railroad during the time necessary for such transfer and for reasonable time thereafter and the ways and means of transportation to be agreed upon in advance by the railroad and the affected employee or his representatives; provided, however, that changes in place of residence which are not a result of the transaction, will not be considered to be within the purview of this section provided further, that the railroad will, to the same extent provided above, assume the expenses, et cetera, for any employee furloughed within three (3) years after changing his point of employment as a result of a transaction, who elects to move his place of residence back to his original point of employment. No claim for reimbursement will be paid under the provision of this section unless such claim is presented to railroad within 90 days after the date on which the expenses were incurred.

10. Arbitration of disputes - (a) In the event the railroad, any of its employees, or other authorized representatives cannot settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this appendix, except section 12 of this Article I, within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party will, within 10 days, select one member of the committee and the members thus chosen will select a neutral member who will serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or the highest officer designated by the railroad, as the case may be, will be deemed the selected member and the committee will then function and its decision will have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties will then within an additional 10 days endeavor to agree to a method



by which a neutral member will be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding, upon the parties.

(b) The decision, by majority vote, of the arbitration committee will be final, binding, and conclusive and will be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was affected by the agreement, it will be his obligation to identify the event and provide the pertinent facts as to how that event is related to the implementation of the agreement. It will then be the railroad's burden to prove that factors other than the agreement affected the employee.

12. Losses from home removal - (a) The following conditions will apply to the extent they are applicable in each instance to any employee who is retained in the service of the railroad (or who is later restored to service after being entitled to receive a dismissal allowance) who is required to change the point of his employment within his protective period as a result of the agreement and is therefore required to move his place of residence:

(i) If the employee owns his own home in the locality from which he is required to move, he will at his option be reimbursed by the railroad for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question will be determined as of a date sufficiently prior to the date of the event so as to be unaffected thereby. The railroad will in each instance be afforded an

opportunity to purchase the home at such fair value before it is sold by the employee to any other person.

(ii) If the employee is under a contract to purchase his home, the railroad will protect him against loss to the extent of the fair value of equity he may have in the home and in addition will relieve him from any further obligation under his contract.

(iii) If the employee holds an unexpired lease of a dwelling occupied by him as his home, the railroad will protect him from all loss and cost in securing the cancellation of said lease.

(b) Changes in place of residence, which are not the result of a transaction, will not be considered to be within the purview of this section.

(c) No claim for loss will be paid under the provisions of this section unless such claim is presented to the railroad within 1 year after the date the employee is required to move.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it will be decided through joint conference between the employee, or their representatives and the railroad. In the event they are unable to agree, the dispute or controversy may be referred to by either party to a board of competent real estate appraisers, selected in the following manner. One to be selected by the representatives of the employees and one by the railroad, and these two, if unable to agree within 30 days upon a valuation, will endeavor by agreement within 10 days thereafter to select a third appraiser, or to agree to a method by which a third appraiser will be selected, and failing such agreement, either party may request the National Board to designate within 10 days a third appraiser whose designation will be binding upon the parties. A decision of a majority of the appraisers will be required and said decision will be final and conclusive. The

salary and expenses of the third or neutral appraiser, including the expense of the appraisal board, will be borne equally by the parties to the proceedings. All other expenses will be paid by the party incurring them, including the compensation of the appraiser selected by such party.

**ARTICLE II**

1. Any employee who is terminated or furloughed as a result of this agreement will, if he so requests, be granted priority of employment or reemployment to fill a position comparable to that which he held when his employment was terminated or he was furloughed, even though in a different craft or class, on the railroad which he is, or by training or retraining physically and mentally can become, qualified, not, however, in contravention or collective bargaining agreements relating thereto.

2. In the event such training or retraining is requested by such employee, the railroad will provide for such training or retraining at no cost to the employee.

3. If such a terminated or furloughed employee who had made a request under Section 1 or 2 of the Article II fails without good cause within 10 calendar days to accept an offer of a position comparable to that which he held when terminated or furloughed for which he is qualified, or for which he has satisfactorily completed such training, he will, effective at the expiration of such 10-day period, forfeit all rights and benefits under this appendix.

March 7, 2002

Mr. R. L. Ash  
General Chairman, BMWWE  
510 8<sup>th</sup> Street  
Sacramento, CA. 95814-1206

Mr. H. J. Granier  
General Chairman, BMWWE  
P O Box 329  
Mayfield, KY. 42066-0329

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

Mr. L. D. Riley  
General Chairman, BMWWE  
3626 Hotze Rd.  
Salem, IL. 62881

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

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

Gentlemen:

This is in reference to the consolidation agreement dated March 7, 2002, involving the El Paso Terminal.

One of the issues discussed was the former MPRR Overland yard located in the El Paso Terminal, which extends from the River Main Y track (Miles Post 1.2) to the west end of Overland Yard and the prior rights established November 1, 1997, for specifically identified MPRR employees to maintain their right to fill positions headquartered therein. Because there are presently no positions headquartered in this yard and it appears at this time none will be established there in the future, we discussed the possibility of eliminating these prior rights to avoid any misunderstandings about work activities in that yard. BMWWE indicated it was not agreeable to eliminating these prior rights.

Nonetheless, to avoid any misunderstandings in this regard, it was agreed that while such prior rights will continue, they will not prevent work being performed in the former MPRR yard by employees headquartered outside that yard, regardless of whether such employees may or may not have such prior rights. It was further agreed that the Carrier will not establish positions headquartered in the former MPRR Yard without agreement between the parties signatory hereto.

**SIGNATURES NOT REPRODUCED**