

**AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and**

**ROADWAY MACHINISTS, HELPERS, AND APPRENTICES  
IN MAINTENANCE OF WAY SERVICE**

**represented by**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS**

**Effective June 1, 2009**

**AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY**

**and**

**ROADWAY MACHINISTS, HELPERS AND APPRENTICES IN MAINTENANCE OF  
WAY SERVICE**

**represented by**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS**

**Covering rates of pay, rules and working conditions, as hereinafter provided for.**

## INDEX

Rule 1	Agreement Coverage .....	1
Rule 2	Hours of Service.....	1
Rule 3	Starting Time Shop(s) .....	5
Rule 4	Starting Time - Other Than Shop(s) .....	6
Rule 5	Work Away from Shop .....	6
Rule 6	Headquartered Road Work - Hourly Basis .....	6
Rule 7	Overtime and Calls - Hourly Rated Employees .....	7
Rule 8	Changing Shifts - Shop .....	8
Rule 9	Holidays.....	8
Rule 10	Meal Period .....	9
Rule 11	Temporary Vacancies .....	9
Rule 12	Filling Higher and Lower Rated Positions.....	10
Rule 13	Bulletining and Filling Vacancies .....	10
Rule 14	Promotion to Foremen.....	10
Rule 15	Leave of Absence .....	11
Rule 16	Absent from Work .....	11
Rule 17	Personal Leave .....	12
Rule 18	Bereavement Leave .....	13
Rule 19	Attending Court .....	13
Rule 20	Jury Duty .....	13
Rule 21	Reduction of Forces .....	14
Rule 22	Furloughed Employees; Use in Other Districts.....	15
Rule 23	Seniority .....	16
Rule 24	Master Seniority Rosters/Seniority Districts.....	16
Rule 25	Transportation .....	20
Rule 26	Committeemen.....	20
Rule 27	Faithful Service.....	20
Rule 28	Paying Off .....	20
Rule 29	Personal Injuries.....	20
Rule 30	Notices .....	21
Rule 31	Apprentices .....	21
Rule 32	Condition of Shops .....	27
Rule 33	Protection of Employees .....	27
Rule 34	Tools .....	28
Rule 35	Claims and Grievances .....	28
Rule 36	Applicants for Employment.....	30
Rule 37	Discipline - Investigations .....	30
Rule 38	Assignment of Work .....	31
Rule 39	Machinists' Qualifications .....	31
Rule 40	Classification of Work .....	31
Rule 41	Oxy-Acetylene-Electric Welding and Cutting.....	32
Rule 42	Machinist Helpers.....	32
Rule 43	Rates of Pay.....	32
Rule 44	Differentials for Machinists .....	33
Rule 45	Rate Progression.....	34

Rule 46	Monthly Rated Positions.....	34
Rule 47	Personal Expenses .....	35
Rule 48	Per Diem .....	36
Rule 49	Travel Allowance .....	37
Rule 50	Foreman-Temporary Relief .....	39
Rule 51	Printing of Agreement.....	39
Rule 52	Effective Date and Changes.....	39

## APPENDICES

A - National Vacation Agreement .....	41
A-1 - Daily Vacation Agreement.....	50
B - Non-Operating National Holiday Provisions .....	53
C - Union Shop Agreement.....	59
D - Dues Deduction Agreement.....	66
E - Health and Welfare Benefits .....	70
F - Supplemental Sickness Benefits .....	71
G - National Dental Plan .....	72
- National Vision Plan .....	72
H - Off-Track Vehicle Accident Benefits .....	73
I - Employee Information.....	77
J - September 25, 1964 Mediation Agreement.....	78
Letters of Understanding.....	94
K - Incidental Work Rule.....	101
L - Bereavement Leave Q & A.....	102
M - Personal Leave Examples.....	104
N - Skill Differential Letters .....	106
O - Appeal Process - Discipline Grievance.....	113
P - Letter Agreement on Giving Credit for Continuous Service.....	115
Q - Letter Agreement Temporarily Changing Pay Structure from Monthly to Hourly Basis .....	117
R - Letter of Agreement Referring to Rule 31 (J), Selection of Apprentices .....	118
S - Letter of Agreement Referring to Rule 24 (B), Establishment of RMMSR Seniority Date .....	120
T - Letter of Agreement Referring to Rule 24 (B), Creation of Seniority Districts .....	122
U - Understanding on Four (4) Day Work Week Consisting of ten (10) hours a day.....	124
U-1 - Letter of Agreement Referring to Article III of Appendix U.....	128
V - Questions and Answers Concerning Rules 47, 48 & 49 .....	130
W - Letter Agreement dated June 14, 1999 .....	132
X - Letter Agreement dated June 14, 1999.....	135
Y – Specialized Equipment Technician Agreement dated September 1, 2002	137
Z – Implementing Agreement dated July 1, 2000 (UP-IAM-BMWE) .....	139

## **RULES**

### **RULE 1. AGREEMENT COVERAGE.**

This Agreement shall govern the wages, hours and working conditions of roadway machinists, roadway machinist helpers, and roadway machinist apprentices.

### **RULE 2. HOURS OF SERVICE.**

Eight (8) hours shall constitute a day's work. All employees coming under the provisions of this Agreement, except as otherwise provided in this Schedule of Rules, or as may hereafter be legally established between the Carrier and the Employees, shall be paid on the hourly basis.

*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.** The provisions of this Rule are the result of the so-called Chicago Agreement of March 19, 1949, which provided for all employees, subject to the exceptions contained in Article II thereof, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; and that work weeks may be staggered in accordance with the Company's operational requirements, but that so far as practicable the days off shall be Saturday and Sunday.
- (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 which are 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.

- (1) 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 combination thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week. The inclusion or non-inclusion of the foregoing sentence shall be without prejudice to the determination of the question of whether or not a guarantee exists.
- (2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(F) DEVIATION FROM MONDAY-FRIDAY WEEK. If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of Paragraph (B) 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.

(G) NONCONSECUTIVE REST DAYS. The typical work week is to be one with two consecutive days off, and it is the Company's obligation to grant this therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by Paragraphs (C), (D) and (E), the following procedure shall be used:

- (1) All possible regular relief positions shall 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 shall 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 employees 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 employees.
  - (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, 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 FURLOUGHED EMPLOYEES. To the extent furloughed employees may be utilized under applicable rules of this Agreement or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
- (I) BEGINNING OF WORK WEEK. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- (J) CHANGE IN REST DAYS. Regular assigned rest days shall not be changed except after such advance notice to the employee as is now required under applicable rules.
- (K) FOUR DAY WORK WEEK. Positions assigned to system gangs may be established consisting of four (4) ten hour days followed by three (3) consecutive rest days, in lieu of five (5) eight (8) hour days. The rest days of such compressed work week will include either Saturday or Sunday. However, where there is no Carrier need for weekend work, employees will be given both weekend days as rest days. (See Appendix U)
- (L) COMPRESSED WORK PERIODS.
- (1) The gangs to which Roadway Mechanics are assigned may work a consecutive compressed work half. The consecutive compressed half will consist of consecutive workdays that may be regularly assigned with eight (8) or more hours per day (i.e. 8, 9, 10, 11, or 12 hour workdays) and accumulated rest days. Such consecutive compressed half arrangement will equal the number of hours worked

as if the assignment was for a normal half with 8-hour workdays. Accumulated rest days for employees assigned to a gang working a consecutive compressed half arrangement will consist of the remaining days in the payroll period.

(2) As an alternative to paragraph (1), the gangs to which Roadway Mechanics are assigned may work a consecutive compressed work week. The employees in the gang may commence work earlier than the assigned starting time and/or work beyond the normal quitting time during the work week to equalize hours not worked on the remaining days of the work week. Make-up time accumulated for this purpose to be worked at the applicable pro-rata rate will not exceed four (4) hours per-day on preceding regular workdays. The compressed work week will equal the number of hours worked as if the assignment was for a normal work week of forty (40) hours.

(3) Where it would be required to work a fraction of a day on a consecutive compressed work period arrangement under (1) or (2) in order to equal the number of hours in the period, respectively, the remaining hours will be distributed and worked throughout the compressed work period unless agreed to work a partial day at the end thereof.

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

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

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

(a) Unless agreed otherwise by a majority of the gang members and the appropriate Manager, if a holiday falls on other than a Saturday, the holiday will be observed at the end of the compressed work period and the amount of service hours ordinarily scheduled in line with the terms of this Agreement will be reduced by eight (8).

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

(c) With the concurrence of the Manager, accumulated rest days provided herein may be used for workdays to make up time and observe the Thanksgiving and Christmas holidays, but not limited to these holidays, on their normal observed days. Under this same approval process, rest days may be worked in exchange for time off on workdays immediately preceding and/or following such holidays. Any rest days worked under this provision will be in the pay period the holiday is observed and will be paid for at the straight time rate.

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

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

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

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

(8) Where the hours of the fraction of a day contemplated in paragraph (3) of this Agreement are distributed throughout the compressed work period, there will be no additional vacation credit allowed. If at the end of the calendar year an employee's vacation qualifying days would be adversely affected as a result of this provision, upon presentation of proof of an adverse impact, vacation qualifying days will be adjusted accordingly.

(9) Employees who observe their vacation while assigned to a gang working a compressed work period arrangement will be compensated on the basis of the gang's regular assigned hours, at the pro rata rate and will be charged the number of vacation days based upon the ratio in paragraph (7).

(10) If a gang is working a compressed work period and all or some of the positions in such gang are to be abolished, the Carrier will have satisfied the advance notice requirement of Rule 21 by giving a five (5) working days' notice of abolishment of such positions.

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

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

### **RULE 3. STARTING TIME - SHOP(S)**

(A) When one shift is employed, the starting time shall be not earlier than six o'clock a.m. nor later than eight o'clock a.m. The time and length of the lunch period shall be arranged by agreement within the limits of the fifth hour.

- (B) Where two shifts are employed the starting time of the first shift shall be governed by section (a) of this rule, and the second shift shall start immediately following the close of the first shift, or not later than eight o'clock p.m., the spread of the second shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.
- (C) Where three shifts are employed, the starting time of the first shift shall be governed by section (A) of this rule, and the starting time of each following shift shall be regulated accordingly. The spread of each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

#### **RULE 4. STARTING TIME - OTHER THAN SHOP(S)**

Regular assignments will have a fixed starting time. The starting time will not be changed without at least thirty-six (36) hours' notice to the employees affected, except as otherwise agreed between the employees and local supervisory officer based on actual service requirements. Meal periods will be subject to the provisions contained in Rule 3(A), (B) and (C) and Rule 10.

#### **RULE 5. WORK AWAY FROM SHOP.**

An employee regularly assigned to work at a shop, when called for emergency road work away from such shop, will be paid from the time ordered to leave home station, until his return for all time worked in accordance with the practice at home station, and will be paid straight time rates for straight time hours and overtime rates for overtime hours for all time waiting or traveling.

If during the time on the road an employee is relieved from duty and permitted to go to bed for five hours or more outside of regular bulletin hours at home point, such relief will not be paid for; provided that in no case shall he/she be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

#### **RULE 6. HEADQUARTERED ROAD WORK - HOURLY BASIS.**

Employees regularly assigned to road work whose tour of duty is regular and who leave and return to a headquarters daily (a lodging facility to be considered a headquarters) shall be paid continuous time from the time of leaving the headquarters to the time they return, whether working, waiting or traveling, exclusive of the meal period, as follows:

Straight time for all hours traveling, and waiting, and for work performed during regular hours, and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the Carrier when away from headquarters, actual expenses will be allowed.

**RULE 7. OVERTIME AND CALLS - HOURLY RATED EMPLOYEES.**

- (A) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.
- (B) Employees shall not be required to work more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.
- (C) Employees called or required to report for work, and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.
- (D) Employees called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force.
- (E) Employees will be allowed time and one-half on the minute basis for service performed continuously in advance of the regular working period with a minimum of one (1) hour, the advance period to be not more than one (1) hour.
- (F) Except as otherwise provided for in this rule all overtime beyond sixteen (16) hours service in any twenty-four (24) hour period, computed from starting time of employees' regular shift, shall be paid at the double time rate of pay.

Work in excess of forty (40) straight time hours in any work week shall 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 a) moving from one assignment to another, or b) to or from furloughed list, or c) where days off are being accumulated under paragraph (G) of Rule 2.

Employees worked more than five (5) days in a work week shall be paid one and one-half times the basic straight-time rate for work on the first and second rest days of their work week, except (a) where such work is performed by an employee due to moving from one assignment to another, (b) to or from a furloughed list, (c) where days off are being accumulated under paragraph (G), (K), or (L) of Rule 2, or (d) where the following "double time" provision is applicable on the second rest day.

Service performed by a regularly assigned hourly employee on the second rest day of his regular assignment shall be paid at double the basic straight time rate, provided the employee (1) has worked on the first rest day of his work week and (2) has worked all the hours of his assignment in that work week. However, emergency work paid for under the call rules will not be counted as qualifying service hereunder, nor will it be paid for under this provision.

Except as provided above, there shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall 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 included under existing rules in computations leading to overtime.

- (G) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time.

Records will be kept of overtime worked in shops and employees called with the purpose of distributing overtime equally. Local chairman will, upon request, be furnished with record.

#### **RULE 8. CHANGING SHIFTS - SHOP.**

Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved.

This rule does not effect employees assigned to more than one shift on relief assignments.

Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief employees. Such assignments will be excepted from the requirements of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

#### **RULE 9. HOLIDAYS.**

Subject to the provisions of this Agreement, employees shall be granted holidays as set forth in Appendix B.

## **OVERTIME AND HOLIDAYS**

- (A) Work performed by employees on their assigned rest days and on the following holidays, unless substitution has been made therefore, by agreement, namely, New Year's Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas Day, and New Year's Eve (the day before New Year's Day) (provided when any of the above holidays fall on Sunday, the day observed by the state, nation or by proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

Note: This rule does not include employees paid on monthly basis, except to the extent provided in Rule 47.

- (B) Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

### **RULE 10. MEAL PERIOD.**

- (A) The commencing time of the meal period on one or two working shifts shall be not later than the close of the fifth hour of service. The length of the meal period shall be not less than thirty (30) minutes nor more than one hour.
- (B) Where three shifts are employed, an allowance of twenty (20) minutes will be made for lunch, without deductions from pay, within the limits of the fifth hour.
- (C) Employees required to work all or part of the lunch period shall be allowed time at a rate of time and one-half for such time in excess of eight hours, after deducting time used for lunch from time worked during lunch period, on minute basis, and shall not be required to work during lunch period, except to meet an emergency requirement of the service.

### **RULE 11. TEMPORARY VACANCIES.**

Employees sent out to temporarily fill vacancies, will be paid continuous time from time ordered to leave home point, to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and overtime rates for overtime hours at home station whether waiting or traveling. If on arrival, there is an opportunity to go to bed for five or more hours before starting work, time will not be allowed for such hours.

While at such point, they will be paid straight time and overtime in accordance with the bulletin hours, and will be guaranteed not less than eight hours for each day worked.

Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed.

On the return trip to home point, straight time for straight time hours and overtime for overtime hours in accordance with practice at home station, will be allowed up to the time of arrival at home point.

#### **RULE 12. FILLING HIGHER AND LOWER RATED POSITIONS.**

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

#### **RULE 13. BULLETINING AND FILLING VACANCIES.**

- (A) When new jobs are created or vacancies occur, the oldest employees in the seniority district shall, if sufficient ability is shown by fair trial, not to exceed thirty (30) days, be given preference in filling such new jobs or any vacancies that may be desirable to them.
- (B) All vacancies or new jobs created will be bulletined. Bulletins must be posted seven calendar days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be delivered direct to the local chairman. Applications will be reviewed by local supervision and the local chairman and the assignment of the successful applicant will be made by bulletin.
- (C) An employee exercising the employee's seniority rights under this rule will do so without expense to the Carrier, other than as provided by this agreement; the employee will lose the employee's right to the job the employee left; and if after a fair trial the employee fails to qualify for the new position, the employee will have to take whatever position that is subject to this Agreement that may be open.
- (D) Employees absent account of sickness, suspension from service, or leave of absence, will have the right to displace junior employees from positions bid during such absence provided applications are made within forty (40) bulletin hours after returning to work.

#### **RULE 14. PROMOTION TO FOREMEN.**

- (A) It is the policy of the Carrier to promote its own employees, wherever possible. Mechanics in service will be considered for promotion. When promotions to positions of gang foremen (foremen who supervise a specific craft) are made, qualified employees from the respective crafts will have preference in promotion.
- (B) All employees promoted subsequent to January 1, 1988 to official, supervisory or excepted positions from crafts or classes shall be required to maintain their membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. An employee whose

payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and will be given ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

- (C) Employees promoted prior to January 1, 1988 to official, supervisory or excepted positions from crafts or classes shall retain their seniority, but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
- (D) Promoted employees who relinquish their positions as such voluntarily, or who are required through displacements or force reductions to return to their respective craft, may place themselves by the following procedure:
  - (1) On any position which may be open in their respective class of the craft; also mechanics may displace any upgraded mechanic holding seniority as helper or apprentice.
  - (2) If no positions are available as referred to in (1) above, displace the junior employee of their class of the craft.

No penalty will be incurred as a result of an exercise of rights under this Section (D).

#### **RULE 15. LEAVE OF ABSENCE.**

- (A) When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave who engages in other employment will lose the employee's seniority, unless special provisions shall have been made therefore by the proper official and the General Chairman representing the employee's craft.
- (B) In the application of this rule, all leaves of absence for more than fifteen (15) days duration must bear the recommendation of the General Chairman where the employee desiring the leave of absence works; however, this handling does not extend to furloughed employees.
- (C) Employees accepting positions with their labor organization will be considered on leave of absence and will continue to accumulate seniority. Seniority rights must be asserted within thirty (30) days after release from such position, unless such period is extended by mutual agreement between the parties signatory hereto.

#### **RULE 16. ABSENT FROM WORK.**

- (A) In case an employee is unavoidably kept from work the employee will not be discriminated against. An employee detained from work on account of sickness or for any other good cause, shall notify proper authority as early as possible.

- (B) Employees absenting themselves from their assignments for five (5) consecutive working days without proper authority will be considered as voluntarily forfeiting their seniority rights and employment relationship provided there were no extenuating circumstances that prevented the employee from reporting to work or notifying proper authority. Written notification of such forfeiture will be provided to the employee and his or her duly authorized representative by certified or registered mail. Such employee may make request for a hearing relative to their forfeiture of seniority to show justifiable reason as to why proper authority was not obtained. Said request for hearing must be made within ten (10) calendar days from the date of notice.

**RULE 17. PERSONAL LEAVE.**

- (A) A maximum of two days personal leave will be provided on the following basis:
- (1) Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;
  - (2) Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.
- (B) Personal leave days provided in paragraph (A) may be taken upon forty-eight (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 company's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (C) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (D) The personal leave days provided in paragraph A shall be forfeited if not taken during each calendar year. The Carrier shall 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 such agreement.

## **RULE 18. BEREAVEMENT LEAVE.**

Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

*NOTE: See: "Agreed Upon Questions and Answers" @ Appendix "L".*

## **RULE 19. ATTENDING COURT.**

An employee who is required upon instructions of the Carrier to attend court as witness for the Carrier or to appear as witness for the Carrier at any investigation shall be compensated at straight time rate of pay for actual time so used, except when held for court attendance at home station on rest days and holidays. The maximum allowance on any day is eight (8) hours at straight time rate. If required by the Carrier to attend court or to attend any investigation as a witness at other than home station on rest days and holidays, shall be allowed eight (8) hours at straight time rate for each of these days held.

If this allowance does not equal what the employee's earnings at home station would have if the employee had not been used as a witness and/or held for court attendance, the difference will be made up, and where meals and lodging are not provided by the Carrier, actual necessary and reasonable expenses will be allowed.

A furloughed employee who is required as a witness at other than headquarters upon instructions of the Carrier will be guaranteed eight (8) hours at straight time rate for each day so used or held, and actual necessary and reasonable expenses will be allowed.

## **RULE 20. JURY DUTY.**

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

- (1) An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from Carrier service account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work in the employee's assignment on days in which jury duty: (a) ends within four (4) hours of the start of the employee's assignment; or (b) is scheduled to begin during the hours of the employee's assignment or within four (4) hours of the beginning or ending of the employee's assignment.
- (6) On any day that an employee is released from jury duty and four (4) or more hours of the employee's work assignment remain, the employee will immediately inform the employee's supervisor and report for work if advised to do so.

#### **RULE 21. REDUCTION OF FORCES.**

- (A) When the force is reduced, seniority will govern and the employees affected will take the rate of the job to which they are assigned. Within twenty-four (24) hours after posting of Notice of Reduction of Forces, such employees will give written notice to the proper authority, with a copy to local chairman, of their intention to exercise seniority rights.
- (B) Except as provided for hereinafter, if the force is to be reduced, seven (7) calendar days notice will be given to the employee affected before reduction is made, with copy to General Chairman.
- (C) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by the ensuing paragraph, 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 an emergency force reduction and reports for work for the employee's position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for the employee's position.
- (D) Moreover, rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily

reduced are hereby modified so as not to require advance notice where a suspension of a company's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

- (E) In the restoration of forces, senior laid off employees will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former positions if possible, regular hours to be reestablished prior to any additional increase in force.
- (F) When restoring forces, employees will be recalled by written notice in seniority order. Within ten (10) days from date of delivery, or date of attempted delivery by post office, of recall notice, employees recalled must advise the supervisor of their intention to respond to recall. Employees who have advised the supervisor of their intent to respond to recall, must report for service within thirty (30) days of receipt of recall notice.
- (G) The General Chairman will be furnished a list of employees to be restored to service.
- (H) Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires and the like, will receive straight time for regular hours, and overtime for overtime hours.

## **RULE 22. FURLOUGHED EMPLOYEES; USE IN OTHER DISTRICTS.**

- (A) When reducing forces, if positions are available in other seniority districts, furloughed employees will be given preference to transfer, such transfer to be made without expense to the Carrier, except as otherwise provided in this Agreement, seniority to govern. Furloughed employees transferring off their original seniority district pursuant to this Rule have the privilege of returning to their original seniority district when force is increased; however, such transfer will be made without expense to the Carrier, except as otherwise provided for in this agreement, seniority to govern.
- (B) In the application of this rule, an employee transferring to another seniority district covered by this Agreement that is other than where the employee maintains residence, the employee will have household effects transported to the new location at Carrier expense, provided the employee makes request in writing to the manager having jurisdiction over the point to which the employee is transferring.
- (C) In the application of this provision, furloughed employees who have requested in writing consideration for transfer will be given preference in filling vacancies before hiring new employees, regardless of where they may be furloughed. Furthermore, if and when seniority rosters are exhausted General Chairman will be notified and given the opportunity to assist in filling the vacancies.

### **RULE 23. SENIORITY.**

- (A) Seniority in the class of a craft begins at the time the employee's pay starts. When two or more employees of a class in a craft begin work at the same time, their seniority rank shall be first determined by service date, then if service dates are the same then by last four (4) digits of social security number, lower number first.
- (B) The seniority of any employee furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

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

- (C) Seniority rosters shall be maintained for machinists, apprentices and helpers.

Seniority lists will be posted on bulletin boards, which are provided for in this agreement, as soon as possible after January 1 each year, and will be considered permanently established if not protested during the year in which the roster is posted. Seniority dates not protested then become the fixed seniority for each man on the roster and will be carried forward to succeeding rosters. Only changes or additions as may have been made during the preceding year may be protested. Neither the Management nor the Committees will receive any complaints for correction of seniority dates which are not handled during the year in which the roster is posted. Copies of the seniority lists will be furnished the Local Chairman and General Chairmen at the time of posting on bulletin boards. Legitimate typographical errors found on a seniority roster may be corrected at any time by mutual agreement.

### **RULE 24. Master Seniority Rosters/Seniority Districts.**

- (A) Creation of Master Rosters

- (1) Journeyman Master Seniority Roster. Effective July 1, 1999, the oldest seniority dates of all journeymen roadway equipment machinists on any of the following seniority rosters were consolidated into a new seniority roster captioned Roadway Machinist Master Seniority Roster [RMMSR]:

- (a) CNW - System Roster for Scale & Work Equipment Inspectors
- (b) DRGW - All employees working as a Work Equipment Mechanic or as a machinist in the Denver Roadway Engineering Services Shop.
- (c) MKT/OKT - System Roster Roadway Machine Maintainers

- (d) SP - EL Traveling Motor Car Mechanics
  - Dallas/Austin Division
  - Lafayette Division - Houston East

Houston Division  
 San Antonio Division
- (e) SP - WL Traveling Motor Car Mechanics
  - Los Angeles Division
  - Sacramento Division
  - Tucson Division

Oregon Division  
 San Joaquin Division  
 Western Division
- (f) UP Roadway Mechanics
  - Eastern District Roadway Machinists
  - Western District Roadway Machinists

(g) WP - System Traveling Motor Car Maintainers

- (2) Helper and Apprentice Master Seniority Rosters. Concurrent with the establishment of the journeymen RMMSR, there was established comparable master rosters for helpers and apprentices.
- (3) In the event two or more employees from the different seniority rosters have identical seniority dates, the employees were ranked first by service dates, then, if service dates were the same, by date of birth, the oldest employee to be designated the senior ranking. This did not affect the respective ranking of employees with identical seniority dates on their former seniority roster.

## (B) Seniority Districts

In addition to the creation of the RMMSR, there shall be created from the RMMSR six (6) seniority rosters as defined below. Each employee shall be placed on the new seniority roster that covers the position on which the employee is working on the date of the creation of the RMMSR, unless such employee is working off his/her district, in which case such employee shall be placed on the employee's home seniority roster. The seniority date of each employee shall be the employee's RMMSR seniority date, which, pursuant to Section (A) (1) above, shall be the employee's oldest seniority date on any of rosters consolidated into the RMMSR. No displacement rights shall accrue as a direct result of an employee gaining seniority because of a change in seniority date attributable to the establishment of the RMMSR seniority date and the use of such date on the governing seniority district.

Seniority District 1 - Denver Roadway Equipment Repair Shop. (Roster No. 9491)

Seniority District 2 (Roster No. 9492) - System Roadway Mechanics shall include all trackage that is governed by the former UP CBA, and formerly governed by the DRGW CBA, MKT/OKT CBA, SP-EL CBA, SP-WL CBA, CNW CBA and WP CBA.

Seniority District 3 (Roster No. 9493) - Central Region headquartered Roadway Mechanics shall include all line, including branches, of the following trackage:

CNW: Chicago - Council Bluffs via Des Moines  
Chicago - Council Bluffs via St. Paul  
Kansas City - Des Moines - Ames Junction/Chicago Junction  
St. Louis - Nelson

DRGW: Green River, Utah - Denver -  
Pueblo - Kansas City and all  
former DRGW locations between  
such points

UP: Council Bluffs - Ogden  
Council Bluffs - Kansas City via Marysville  
Kansas City - Denver - Cheyenne  
Green River - McCammon, ID

Seniority District 4 (Roster No. 9494) - Northwest Region Headquartered Roadway  
Mechanics shall include all lines, including branches, of the following trackage:

UP: Green River, UT - Lynndyl, UT  
DRGW: Green River, UT - Salt Lake City - Ogden

UP: Ogden - Seattle, Ogden -  
Lynndyl, UT -  
Hinkle, OR to Eastport, ID  
Pocatello, ID to Silverbow, MT

WP: Ogden - Sacramento  
SP: Sacramento - Portland - Klamath Falls

Seniority District 5 (Roster No. 9495) - Southwest Region Headquartered Roadway  
Mechanics shall include all line, including branches, of the following trackage:

SP: San Francisco/Oakland - Los  
Angeles- Alpine - Tukumcari  
San Francisco/Oakland - Stockton - Sacramento  
Stockton - Palmdale - Los Angeles  
Palmdale - San Bernardino.

UP: West switch, Lynndyl, UT - Los  
Angeles

WP: Sacramento - Stockton  
Sacramento - San Francisco/Oakland

Seniority District 6 (Roster No. 9496) - Southeast Region Headquartered Roadway Mechanics shall include all line, including branches, of the following trackage south of the former Texas and Pacific Railroad (T&P) line, which extends from New Orleans, Louisiana, to Sierra Blanca, Texas (See Appendix Z):

Note: Roster Numbers are for administrative purposes and may be subject to change.

(C) Seniority Rights - Displacements and Vacancies

- (1) Vacancies. All vacancies shall be bulletined to the applicable seniority district. If the vacancy goes "no bid" and furloughed employees in that district have been recalled pursuant to Rule 21 (F), then it shall be made available to all other employees on the RMMSR who have requested in writing to bid into that district. In either case, the senior applicant shall be assigned to the position.
- (2) Displacements.
  - (a) When displaced from the employee's current position, an employee must displace on the seniority district in which working. If the employee's seniority is not sufficient to hold a position in the employee's designated seniority district, the employee may either accept furlough or exercise seniority rights onto any other seniority district. In the application of this paragraph, an employee transferring to another seniority district, will have the employee's household effects transported to the employee's new location at Carrier expense, provided the employee makes request in writing to the manager having jurisdiction over the point to which the employee is transferring.
  - (b) An employee who exercises seniority to another seniority district because the employee cannot hold a position on the employee's seniority district at the time of furlough, shall be recalled to the seniority district from which furloughed when the employee's seniority permits; such employee shall be afforded the moving allowance set forth within this subpart (2) when the employee is eligible for this provision. If such employee rejects recall to the employee's former seniority district, the employee shall thereafter forfeit this right to recall to a position within that district and forfeit seniority rights previously held therein.

- (3) Return from Leave of Absence, etc. An employee returning from leave of absence, or returning from promoted status, may only displace on to a position bulletined during such employee's absence within the employee's seniority district or an open position in the employee's designated seniority district. If the employee's seniority is insufficient to hold a position governed by this subpart (2), then such employee may displace the junior employee in any other seniority district during such employee's absence.

#### **RULE 25. TRANSPORTATION.**

Employees currently entitled to transportation privileges will have the privilege continued.

#### **RULE 26. COMMITTEEMEN.**

The Carrier will not discriminate against any Committeeman who is delegated to represent employees covered by this agreement, and will grant leaves of absence for that purpose.

#### **RULE 27. FAITHFUL SERVICE.**

Employees who have given long and faithful service in the employ of the Carrier, and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are able to handle.

#### **RULE 28. PAYING OFF.**

Employees will be paid semi-monthly either by electronic deposit, mail service or during regular working hours. Where existing state laws provide a more desirable paying off condition, such conditions shall govern. Where there is a shortage equal to or more than one (1) day's pay of an employee, if requested, a voucher will be issued to cover the shortage. Employees leaving the service of the Carrier will be furnished with a pay voucher for all time due as soon as possible.

If payday falls on Sunday or a designated holiday, employees will be paid on the preceding day.

#### **RULE 29. PERSONAL INJURIES.**

Employees injured while at work are required to make a detailed written report of the circumstances of their accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so, pending final settlement of the case, provided, however, that such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the personal injury claim department.

### **RULE 30. NOTICES.**

A place will be provided inside all shops where proper notices of interest to employees may be posted. Permission to post such notices will be obtained from the officer in charge.

### **RULE 31. APPRENTICES.**

#### **(A) Selection of Apprentices**

- (1) Management shall select apprentices on the basis of the applicant's qualifications.
- (2) The Company will advise the General Chairmen of information regarding apprenticeship opportunities.

#### **(B) Training Period**

- (1) Apprentices shall serve three (3) training periods of two-hundred forty-four (244) days each totaling seven-hundred thirty-two (732) days. Six (6) hours shall constitute a day of service, however, an apprentice will not be credited for more than one (1) day in a twenty-four (24) hour period. These training periods contemplate days of actual work on regular days. Credit will not be given for work performed on holidays, rest days and vacation.
- (2) Apprentices shall work under the direction of a journeyman mechanic, and two apprentices shall not be directed to work together as partners. Apprentices are expected to be productive employees and journeymen will participate in evaluating Apprentices' progress.

#### **(C) Probationary Period**

- (1) All apprentices shall be subject to a probationary period of one-hundred twenty-two (122) work days during which period they may be removed from service if the apprentice is progressing unsatisfactory or if they are determined by the Company to show insufficient aptitude or interest in learning the trade; however, the local committee will be notified before such action is taken.
- (2) Nothing in this section shall be construed as prohibiting an apprentice from being dismissed, suspended or dropped from the Apprenticeship Program for cause subsequent to the probationary period through the procedures of applicable discipline rule of the Collective Bargaining Agreement.

(D) Hours of Work

Apprentices shall be assigned to the same hours, starting time and workweeks to which mechanics are assigned. There shall be no compensation for apprentices as a result of changing shifts during their training period. Apprentices shall not be placed on overtime list and will be used for overtime only when all available mechanics on the overtime call list have been called, except as provided in Section N hereof. Any hours the apprentice spends at vocational or trade schools will be considered as part of the duties of the regular assignment.

(E) Technical Instruction

(1) Each apprentice will receive and must satisfactorily complete a course of instruction on the technical subjects related to the craft, the costs of which shall be paid by the Company. This related instruction may include classroom instruction provided on Company property, correspondence course, outside vocational or trade schools which may include home study. The total amount of technical instruction will be at least a minimum of one hundred hours (100') per year.

(2) Progress in connection with any lessons ~~and/or classroom attendance will~~ not be considered satisfactory if the apprentice becomes delinquent in completing such lessons or fails to attend classroom assignment, or if the apprentice becomes more than two months behind in reworking lessons graded at less than seventy-five percent (75%); however, illness or other causes beyond the control of the apprentice will be taken into consideration. An apprentice may be dropped from the apprentice program subsequent to the probationary period specified in Section C if the Company determines by formal hearing pursuant to the applicable discipline rule that the apprentice has failed to maintain satisfactory progress in related technical training. An apprentice dismissed from service solely because of unsatisfactory technical training progress will be reinstated if, within thirty (30) calendar days from the date of the dismissal, all deficient training requirements are brought to a satisfactory standard as determined by apprentice supervisor. This provision will only be permitted once during the apprenticeship.

(F) Transfers

(1) An apprentice may, without penalty to the apprenticeship, request permanent transfer to another location on the system with such request to be contingent upon the concurrence of local managers and General Chairman at both points.

(2) On a voluntary basis with no additional burden to an apprentice, the Company may send an apprentice to another district for up to one-hundred twenty-two (122) days to further his/her training. He/she shall not be counted in the ratio of apprentices at that point. When such transfer is to a facility

more than thirty (30) miles from the apprentice's present facility, fifteen (15) calendar days' advance notice will be given, and the following special rules will apply (this does not include permanent transfers voluntarily made by the apprentice or temporary transfers allowed at the request of the apprentice and not required by the management):

- (a) Transportation for the initial trip to the away-from-home point and for the final return trip for the transfer back to home point will be furnished by the Company or at the Company's option, the employee may utilize a personal vehicle and be compensated at the Company's authorized rate per mile for the round trip. In addition, for that round trip, the apprentice shall be allowed the straight time hourly rate of pay while traveling paid at the rate of one hour's (1) pay at the straight time rate of pay for each fifty-five (55) miles traveled via the most direct route. The employee will be reimbursed for actual reasonable necessary expenses if meals and lodging are not provided by the Carrier.
- (b) If the transfer of the apprentice is for the purpose of attending a technical or manufacturer's school he/she shall be paid the hourly rate of his/her position for eight (8) hours per workday, five (5) workdays per week, during such periods of assignment. The employee will be reimbursed for actual reasonable necessary expenses if meals and lodging are not provided by the Carrier.

(G) Apprentice Seniority

- (1) Apprentices will hold seniority as such, to commence as of the first day worked in that capacity; however, during the apprenticeship period, this seniority will be utilized only for the purposes of vacation selection, transfers, reduction and recall of forces, for choice of working hours, and rest days when more than one apprentice is in training at the same location and a seniority preference can be honored without interfering with training in the various aspects of work. An apprentice who permanently transfers to another seniority district will establish a seniority date on the new district as of the first day worked on such district and will, after thirty (30) days, forfeit the prior seniority date originally established on the former district.
- (2) Apprentices will not obtain seniority on another seniority district to which they may be transferred for the purpose of acquiring training and experience.

(H) Administration.

The Company shall designate a person to supervise the apprenticeship program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each apprentice and will be made available for inspection to the General Chairmen upon request. Upon completion of apprenticeship program, the records will be furnished to the

apprentice upon written request. Records for any apprentice may be destroyed six (6) months after his/her certificate of completion has been issued if no request is made.

(I) Training Schedule.

Apprentices will receive training and on-the-job experience in the areas and in all aspects of their trade sufficient to enable them to perform their duties in an efficient and workmanlike manner. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point, the training schedules will vary accordingly in order to properly train the apprentice for the work most likely to be performed as a mechanic. These training schedules are not intended to change classification of work rules or jurisdictional practices. The time periods listed for the various categories are suggested guidelines only. The Local Chairman will be kept apprised of the apprentice's training and furnished copies of the schedule.

(J) Rates of Pay.

- (a) As of the effective date of this Agreement, the following hourly rates of pay for apprentices are in effect, subject to future General Wage Increases and COLAs:

Period	100% Rate of Pay
1	19.83
2	20.11
3	20.69

- (b) The above rates of pay include COLAs, are not subject to entry rate progression, shall have no retroactive effect, and no employees will receive any retroactive compensation for service performed prior to the effective date of this Agreement.

(K) Ratio of Apprentices.

- (1) The ratio of apprentices shall not be more than one (1) to every five (5) journeyman mechanics.
- (2) When the needs of the service require more apprentices, the matter shall be submitted to the General Chairman.

(L) Safety.

Apprentices shall receive full instruction on safety throughout their training period.

(M) Experience Credit.

Any apprentice with previous experience, formal training or formal education applicable to the craft may, upon written request and providing documentation is provided to the designated Company representative and General Chairman (or designee) within ninety (90) days of commencing the apprenticeship, be given consideration for credit for previous experience and training. After joint evaluation, the apprentice will be advised of any advance credit he/she will be granted, and he/she will receive the pay rate applicable to the training period in which placed. Apprentices who receive advance credit will be required to complete apprentice training appropriate to their experience. In no event shall such advanced credit result in establishment of a seniority date prior to the first date of actual employment with the Company.

If after joint evaluation the parties are unable to agree on granting of advance credit, the dispute will be handled directly between the General Chairman and the Carrier's highest designated officer, subject to normal and customary dispute resolution procedures.

(N) Upgrading.

- (1) The upgrading of apprentices to positions of mechanics may be made upon the concurrence of the General Chairman involved and when all mechanics at the seniority point are assigned to work not less than forty (40) hours per week (except in a week in which a holiday occurs) and there are no additional qualified journeyman mechanics available on the system who have indicated their desire to fill the vacancy.
- (2) The upgrading of apprentices to positions of mechanics will be made with due consideration given to seniority, demonstrated ability and progression in the apprentice training program.
- (3) Apprentices upgraded under this Agreement shall continue to accumulate seniority as apprentices and all time worked subject to Section B as a mechanic will be credited to their apprenticeship time. Upon completion of the time specified in this Apprenticeship Agreement, apprentices upgraded in accordance with this Agreement will receive a seniority date on the seniority roster for mechanics on the district employed.
- (4) Apprentices who have been credited with or served four hundred eighty-eight (488) days of actual service of their apprenticeship may be upgraded at the point employed provided no journeymen are furloughed at such point and no senior apprentices are demoted as provided herein and the apprentice consents to being upgraded. Apprentices who have served two hundred forty-four (244) days of actual service of their apprenticeship may be upgraded if the apprentice demonstrates the ability to perform the work satisfactorily before a designated Company representative and the Local

Chairman. If journeyman mechanics are furloughed as a result of a force reduction, apprentices upgraded under this Section will be demoted in reverse order of upgrading. Journeyman mechanics furloughed at other points may displace apprentices upgraded under this Agreement in which case the apprentice displaced will be demoted back to an apprentice position. When the Company's complement of journeymen cannot be filled by calling back furloughed mechanics at the point involved, apprentices who have been demoted as provided herein may be again upgraded.

- (5) Upgraded mechanics will be eligible to perform overtime service.
- (6) Upgraded apprentices will be required to complete remaining training appropriate to their experience.

(O) Tools.

- (1) After completion of the first training period, an apprentice will be issued a set of Company hand tools for use in the performance of assigned duties as an apprentice and after completion of apprenticeship.
- (2) The set of tools referred to will generally consist of those items listed below. The tools furnished may vary from location to location in view of the specific type of work the respective employees may be required to perform at such locations:

- 1/2" Drive Socket Set
- 12" Open End Adjustable Wrench
- 5/8" Drift Pin
- Center Punch and Chisel
- Ball Peen Hammer
- 1 Set Phillips and Standard Screw Drivers
- Channel Locks
- Pliers
- Appropriate Combination Open End and Box End Wrenches 3/8"-1"

(P) Completion of Apprenticeship.

- (1) Following the satisfactory completion of the seven hundred thirty-two (732) working days, except as provided in Section M herein, an apprentice shall establish a seniority date as a journeyman Machinist at the location where employed. The journeyman seniority date shall be the date the Apprentice first performs service in the apprentice program. Should two or more apprentices establish seniority on the same date, they shall be ranked first by their continuous service date, then if service dates are the same, by the last four digits of the Social Security Number, the employee with the lowest number to be ranked first. In no event, shall an Apprentice be given a

seniority date prior to the effective date of this Agreement. Under the application of Section F, an Apprentice permanently transferred to another location will not acquire a seniority date at the new location prior to the date transfer is effective unless such transfer is pursuant to a transaction provided under an Implementing Agreement.

- (2) Employees who enter military service or lose time due to National Guard or military reserve training will be granted a retroactive journeyman's seniority date in accordance with legal requirements of applicable veterans' reinstatement legislation.
- (3) This Agreement will govern Apprentices currently in or entering an apprenticeship on or after the effective date of this Agreement, with the exception that the calculation of existing apprentices' seniority dates upon completion of the program will be governed by the apprentice agreement under which they entered the apprenticeship program.

#### **RULE 32. CONDITION OF SHOPS.**

- (A) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and wash rooms will be kept in a clean, dry and sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and lights.
- (B) The Management with the cooperation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

#### **RULE 33. PROTECTION OF EMPLOYEES.**

- (A) Employees at shops will not be required to work on equipment outside of shops in inclement weather. This does not apply to the performance of emergency work or to work performed by employees assigned to other than shops.
- (B) When it is necessary to make repairs to machinery, boilers and tanks, such parts shall be cleaned before work is performed on same.
- (C) Oxy-acetylene or electric welding or cutting will be shielded by a suitable screen when necessary for the protection of other employees.
- (D) Employees who have been working on hot work will not be required to work on cold work until allowed sufficient time to cool off.
- (E) The Carrier and the employees shall cooperate in protecting tools and equipment and keeping them in safe working condition.

#### **RULE 34. TOOLS.**

- (A) The Carrier is responsible for providing specialized tools required to maintain its equipment. Special function or custom tools and measuring devices and socket drives of 3/4 inch or greater are examples of specialized tools.
- (B) The Carrier will replace, without cost to the machinist, any personal tools of similar quality or better, which are broken or irreparably damaged while working on Carrier equipment. Replaced personal tools will not contain the Carrier's marking.

#### **RULE 35. CLAIMS AND GRIEVANCES.**

All claims or grievances shall be handled as follows:

- (A) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or the employee's representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance 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 or grievances.

**NOTE:** For appeals on discipline grievances refer to Appendix O.

- (B) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of the employee's decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the 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.
- (C) The requirements outlined in paragraphs (A) and (B) pertaining to appeal by the employee and decision by the Carrier, shall 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 shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or the employee's duly authorized representative before the appropriate Division of the National Railroad Adjustment Board or a system, group or regional Board of Adjustment that has been agreed to by the parties hereto as provided in

Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period herein referred to.

- (D) A claim may be filed at any time for alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, 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 shall be allowed retroactively for more than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- (E) This Rule recognizes the right of representatives of the Organization to file and prosecute claims and grievances for and on behalf of the employees they represent.
- (F) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.
- (G) This Rule shall not apply to requests for leniency.
- (H) All conferences between local officials and local committees, including disciplinary investigations, will be held during regular working hours without loss of time to committeemen.
- (I) The above provisions of this Rule making provision for formal presentation of claims and grievances and setting up certain time limits for progression for appeal are not intended to do away with the long existing practice of employees or local committees to handle minor grievances with the foremen and general foremen, but if not disposed of at that level, the employee or the local committee may formally present a time claim or grievance. Any such formal claim or grievance must be progressed in accordance with paragraph (A) of this rule and subsequent handling to be in accord with the progression provisions of this Rule.
- (J) An employee alleging unjust treatment, or who feels this agreement is not being properly applied, shall have the right to submit the facts to the employee's manager for consideration and/or to the nearest duly authorized local committee (of not to exceed three (3) members of the craft), if they consider it justified, may submit the case to the manager and/or up to and including the officer of the Carrier designated to receive claims or grievances.
- (K) Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

### **RULE 36. APPLICANTS FOR EMPLOYMENT.**

The applications of new employees will be approved or rejected within ninety (90) work days. Employment of new employees may be terminated without formal hearing by disapproval of application within ninety (90) work days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the application is approved, but this clause shall not prevent the removal from service of such applicant subsequent to the expiration of ninety (90) work days if it is shown that the information given in the application is false, provided such action is taken by the Carrier within three (3) years from the date the employee enters the service. This will not prohibit the Carrier from removing an employee from service after the expiration of the three (3) year period through the procedures of the discipline rule, if it was found the information was of such a nature that the employee would not have been hired if the Carrier had timely knowledge of it.

### **RULE 37. DISCIPLINE - INVESTIGATIONS.**

- (A) Except as provided in Rules 31 and 36, no employee shall be disciplined without a fair hearing by designated officer of the Carrier, and a copy of the transcript of the hearing shall be furnished the employee involved and the employee's duly authorized representative. Suspension pending a prompt hearing in proper cases (including, but not limited to: theft, insubordination and fraud), shall not be deemed a violation of this rule. In the case of an employee who may be held out of service in cases involving a serious infraction of rules pending investigation, the investigation shall be held within twenty (20) days after date withheld from service.

At a reasonable time prior to the hearing, such employee and the employee's duly authorized representative will be apprised of the precise charge and given reasonable opportunity to secure the presence of necessary witnesses. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with the employee's seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

- (B) An employee who is suspended or dismissed from service and is thereafter awarded pay for time lost will be covered under the Health and Welfare Plan as if the employee had not been suspended for the months in which the employee receives pay.
- (C) An employee under investigation may be represented at the investigation by himself, another employee covered by this Agreement, or by the duly authorized local committee who may be assisted by an officer and/or officers of the International Organization. In event the employee elects not to be represented by the local committee, the local committee will be permitted to be present at the investigation and be present at any conferences in connection with an appeal by the employee.

### **RULE 38. ASSIGNMENT OF WORK.**

- (A) None but mechanics or apprentices regularly employed as such shall do mechanics work.
- (B) At locations where mechanics are employed, foremen or staff employees may give instructions in the normal performance of their duties.

### **RULE 39. MACHINISTS' QUALIFICATIONS.**

Any individual who has served an apprenticeship or has had four (4) years' experience at the machinists' trade and who by his skill and experience, with or without drawings, is qualified and capable of laying out and fitting together the metal parts of any machine, and competent to do sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine, shall be considered a machinist.

### **RULE 40. CLASSIFICATION OF WORK.**

Machinist (mechanic) and apprentice work shall consist of operating machinery, equipment and tools used in turning, boring, drilling (including plain, ratchet, radial and other skilled drilling), reaming, tapping, shaping, milling, slotting, grinding and laying out of metals; fitting, inspecting, adjusting, repairing, assembling, aligning, dismantling and maintaining mechanical equipment or mechanical components of:

Spike Driver	Spike Pullers	Adzers
Tampers	Regulators	Self-propelled Cranes
Ballast Regulators	Tie Machines	Yard Cleaners
Tie removers	Tie Extractors	Anchor Machines

and all other machines recognized as being repaired, maintained and overhauled both by agreement and historic practice by IAMAW employees.

Other work on the above equipment to be considered as that of the Machinists' Craft shall be, but not limited to, the following:

- (A) Trouble shooting and replacement of hydraulic systems, pneumatic systems, electrical systems, mechanical systems, cooling systems, fuel systems, electronic systems, circuit boards, accumulators, servo, solenoid valves, governors, speed indicators and recorders, fuel pumps and motors, remove and install wheels, axles and bearings, removing and applying wheel sets on self-propelled track equipment and other components of maintenance of way track equipment.
- (B) Rail saws, cutoff saws, chain saws and rail drills.
- (C) Welding, fusing, brazing, metalizing, banding and cutting of metals with such processes as oxy-acetylene, electrical, heli-arc, tig on equipment and components in connection with the above work coming under the jurisdiction of the Machinists' Craft.

It is not intended that this rule would infringe upon other Crafts' Classification of Work Rules or practices.

**RULE 41. OXY-ACETYLENE-ELECTRIC WELDING AND CUTTING.**

Mechanics and their apprentices shall operate oxy-acetylene cutting torch and pantograph machines in performing work. When oxy-acetylene or other welding and cutting processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes.

**RULE 42. MACHINIST HELPERS.**

Helpers will work under the direction of the mechanics whom they assist and both under the direction of the foreman.

**RULE 43. RATES OF PAY.**

The following rates of pay for Journeymen, Apprentice, and Helpers, which include COLAs, are applicable:

	<u>Hourly</u>	<u>Monthly</u>	<u>Rate</u> <u>Progression</u>
Apprentice Classroom Instructor	27.06		
Journeymen	24.02	5444.10	
<u>Apprentice</u>			
1st Period	19.83		
2nd Period	20.11		
3rd Period	20.69		
Helper	21.38		(See Rule 45)
<u>Differentials</u>			
Classroom Instructor	.50		
Lead Workman	.50		
Traveling Roadway Machinists	.50		(Hourly positions only)
Precision Machine Operators	.50		
Welder	.25		
Specialized Equipment Technician	1.50		

Basic rates of pay shall be rounded to the nearest whole cent. Fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

#### **RULE 44. DIFFERENTIALS FOR MACHINISTS**

(A) Machinists who perform the work listed below shall receive a differential per hour above the minimum rate paid to journeymen machinists for each hour actually spent performing the listed work as set forth below:

- (1) Classroom Instructor - a machinist designated by the Carrier to provide classroom instruction shall receive a differential of fifty (50) cents per hour.
- (2) Lead Machinist - In small gangs, a lead mechanic or workman may be assigned who will take the lead and direct the work of other members of the gang. For such services a differential of fifty (50) cents per hour will be paid in addition to the established rate of the craft.
- (3) Traveling Roadway Machinists - Machinists that regularly perform maintenance of way field service, excluding machinists that perform similar work assigned in shops, shall receive a differential of fifty (50) cents per hour.

Note, the calculation of the monthly rate of pay established in Rule 43 of this Agreement contemplated the differential delineated in this Rule 44, Subsection A (3), and this differential pay was made a part of the base salary rather than being handled as an addition to monthly salary. This handling is without precedent or prejudice to the position of either party and shall not be referred to in any other situation, nor within the context of national negotiations to which the IAM and the Carrier may be a party.

- (4) Precision Machine Operators - Operators on precision machines such as the following: wheel truing machines, treadmills, axle lathes, wheel boring mills, engine line boring, traction motor line boring, wheel mounting press, engine lathe shall receive a differential of fifty (50) cents per hour. This category does not include machines such as grinders, drill presses, punches, shears, threaders, saws, honing, and the like, hand-held tools or portable machines.
  - (5) Welders - Machinists performing autogenous welding work shall receive a differential of twenty-five (25) cents per hour.
  - (6) Specialized Equipment Technicians – See Appendix Y
- (B) When performing the above work for four (4) hours or less in any one day, machinists will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.
- (C) There shall be no compounding or pyramiding of the above differentials.

- (D) Differentials are payable to a covered employee for each hour actually spent performing the work for which the differential is granted and is not payable for any non-working for which the employee receives remuneration, except that such differential shall be included in vacation pay of an employee regularly assigned to a position for which a differential is paid for the entire day.
- (E) This Rule is in accordance and subject to Letters dated July 31, 1992, included herein as Appendix N.

#### **RULE 45. RATE PROGRESSION.**

Machinist helpers entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

- (A) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA for the class and craft in which service is rendered.
- (B) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (C) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (D) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (E) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.
- (F) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

#### **RULE 46. MONTHLY RATED POSITIONS.**

- (A) Monthly rated employees regularly assigned to perform road work whose monthly salary is arrived at by dividing total earnings of 2604 hours by twelve shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day. Ordinary maintenance or construction work required on the sixth day of the work week will be paid at the time and one-half rate.

- (B) To determine the straight time hourly rate, divide the monthly rate by 217. Except as hereinafter provided, no overtime is allowed for time worked in excess of eight hours per day or for emergency work performed on the sixth day of the work week; on the other hand, no time is to be deducted unless the employee lays off of the employee's own accord.

NOTE: Emergency is considered an unplanned occurrence requiring timely action to prevent delays to scheduled work or Carrier operations.

- (C) The regularly assigned road employees under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignments.
- (D) If it is found that this rule does not produce adequate compensation due to the occupants being required to work excessive hours, the salary for these positions may be taken up for adjustment. An employee who feels entitled to additional compensation due to work requirements shall provide to the employee's Manager and Assistant Director Non-Ops Timekeeping, each December 31st, a list of the hours actually worked in each of the preceding twelve (12) months. If the employee has worked in excess of 217 hours per month in the preceding twelve (12) months - on an annual, aggregate basis - - said employee will be compensated for the hours actually worked that are in excess, not to exceed a maximum of 100 hours, at the applicable time and one half rate of pay.

In the event that an employee did not work in any month or months during the preceding twelve (12) month period, then the months in which the employee did not work will not be included in the annual basis, and the excess hours calculation will be prorated accordingly.

- (E) Employees paid under this rule who are required to work on holidays will be allowed additional compensation at pro rata rate with a minimum of two hours, if required to work more than two hours, a maximum of four hours will be allowed.

#### **RULE 47. PERSONAL EXPENSES.**

Machinists, machinist helpers and machinists apprentices assigned in Maintenance of Way service sent away from their headquarters, home stations, or work locations at the direction of Management to work elsewhere, and if held away from headquarters until such time as the evening meal is normally taken (approximately 6:00 p.m.), the employee will be furnished an evening meal by the Carrier. Employees required to stay overnight away from their assigned headquarters will be provided with lodging. Such lodging will be single occupancy rooms at Carrier approved lodging facilities within a reasonable distance from the employees job site. Where meals and lodging are not provided in accordance with this rule, actual reasonable necessary expense for same will be allowed beginning with the first evening meal.

**RULE 48. PER DIEM ALLOWANCE - DISTRICT 2 POSITIONS.**

- (A) Employees assigned to District 2 positions may elect to receive either personal expenses provided in Rule 47 or receive the daily per diem allowance provided in Section (B) of this Rule 48. This election must be in writing. Such election will be made in March to be applicable April 1 through September 30 and the election made in September to be applicable October 1 through March 31. Such election is irrevocable for the succeeding six month period. An employee failing to make an election during the designated month will be assigned the expense reimbursement they elected for the preceding six month period.
- (B) (1) Employees who are assigned to a District 2 position and working in excess of seventy five (75) highway miles (by the most direct route) from their home station may elect to be provided one of the two following daily per diem allowance options:
- a. \$57.00 in lieu of expense reimbursement provided for in Rule 47, or;
  - b. \$28.00 in lieu of expense reimbursement for meals provided for in Rule 47, other than lodging. Employees electing this option will be required to show proof of overnight stay at Carrier approved lodging facility authorized by the manager for the day per diem is claimed in order to be eligible for this option.

Per diem is payable for each calendar day service is actually performed in lieu of the expense reimbursement provided for in Rule 47. A day of service for the purposes of this allowance is considered to be a preponderance of the regular assigned work day.

- (2) Employees assigned to District 2 positions receiving the daily per diem allowance in Section (B) (1) above will have an assembly point of the designated work site where the day's work is scheduled to begin. When the employees are prevented from assembling at the work site to begin their tour of duty because of inadequate roads or parking for their personal vehicles, arrangements for a suitable assembly point located nearest the work site will be made for the beginning of the employees' tour of duty. At the close of shift each day employees will be returned to their original assembly point. If the assembly point for such employee is changed from one workday to the next, the Carrier must designate a new assembly point no later than the close of shift the previous work day.
- (3) Employees assigned to District 2 positions electing and covered by actual reasonable expenses provided in Rule 47, will be considered on duty during the time required to travel between their lodging site and work site and vice versa.

#### **RULE 49. TRAVEL ALLOWANCE - DISTRICT 2 POSITIONS.**

- (A) (1) Employees assigned to District 2 positions required to operate and transport company equipment outside of assigned hours from the former assembly point to the new assembly point will be compensated pursuant to the applicable agreement rules for such service performed outside of assigned hours.
- (2) If the employee is required to operate a company vehicle to the new assembly point, the Carrier will provide reasonable assistance in the movement of the employee's personal vehicle to the new assembly point.
- (3) Employees who drive their personal vehicles from a former assembly point to a new assembly point will be paid a mileage allowance of fifty percent (50%) of the IRS allowable rate under the following criteria:
  - (a) If change of assembly point involves 85 miles or less, the mileage allowance will not be allowed. If the change is over 85 miles, the allowance applies to the entire distance.
  - (b) Employee must drive personal vehicle and actually make the trip in the employee's vehicle.
  - (c) Proof of the trip being made may be required to receive reimbursement.
  - (d) Mileage payment would not apply if other travel allowance is paid.
  - (e) Employees are not entitled to receive this mileage in connection with any exercise of seniority or bidding to and from a gang assignment on District 2.
- (B) (1) For the purposes of allowing employees to make weekend trips home between their home station and their assembly points, the Carrier, at its option, may arrange transportation for employees by:
  - (a) company vehicle;
  - (b) airline;
  - (c) rental car;
  - (d) or any other alternative means of transportation;
  - (e) authorize the employee to use their personal vehicle and pay Carrier's current authorized mileage reimbursement rate.

NOTE: Mileage rate is paid for each mile actually traveled on a round trip basis for weekend travel by the most direct highway route between the lodging site nearest the assembly point and the employee's home station and from the employees home station to the lodging site nearest the assembly point. The employees must utilize their personal vehicle and actually make the trip to their home station and proof of the trip may be required to receive this reimbursement.

- (f) The home station is considered to be the closest city to the employee's residence in the states encompassed by Seniority District

- (2) Air transportation may be provided more than once per calendar month, at the Carrier's discretion, to employees working over 400 miles from their home station, as long as a twenty-five (25) calendar day advance notice is given to the employee's Supervisor, reasonable air fare can be obtained and a major airport is located within a reasonable distance from the employee's lodging site and residence. Employees will be responsible for their own travel arrangements to and from the airport. Employees requesting this option must make themselves available for work on at least ninety-five percent (95%) of the regularly scheduled workdays during the work period preceding the use of this air transportation option. During the 30 day period preceding and following the weekend the air transportation is provided, employees will only be allowed one other weekend travel allowance reimbursement in each of the preceding and following thirty (30) calendar day periods.
- (3) Travel allowances as provided herein will be allowed in the event of emergency situations such as death in the employee's immediate family as defined in the bereavement rule, imminent life threatening illness/injury to an employee's immediate family or child birth. The intent of this provision is to assist the employee in making trips home, however, it cannot be used more than once per overall event.
- (C) When the air transportation provided in Section (B) above is not utilized, in a sixty (60) calendar day period, the weekend travel allowance referenced in Section (B) above will only be allowed every other weekend and no more than twice in a calendar month subject to the qualifying provisions of Section (D) of this Rule. The Carrier has the prerogative to stagger employees weekend travel to meet operational requirements. Consideration will be given to seniority when staggering weekend travel.
- (D) The weekend travel allowance referenced in Section (B) above will not be allowed in cases of an employee:
1. to an employee who moves their home station to enhance the amount of weekend travel allowance they would be eligible for;
  2. to an employee exercising their seniority rights either through recall, bidding or displacement;
  3. to an employee going home to serve a disciplinary suspension;
  4. to an employee who declines to work planned overtime on any of their rest days; or,
  5. to an employee who is absent from work on either the last day or the first day of the work period preceding the rest days for which the travel allowance is being claimed.
- (E) The weekend travel allowance referred to in Section (B) above will be allowed when a bereavement day(s), personal leave day(s), or holiday(s) or a one-day vacation day falls on the last day or on the first day of the work period the employee is

assigned. Additionally, the weekend travel allowance referenced in Section (B) above will be allowed to employees observing vacations in weekly increments providing the employee returns to their home station. A one way allowance based on miles traveled by the most direct highway route will be allowed for the start of the vacation period and a one way allowance based on the miles traveled by the most direct highway route will be allowed at the end of the vacation period, however, this does not apply to employees taking one-day vacations that are not consecutive with the weekend. Also, the weekend travel allowance referenced in Section (B) above will be allowed employees to go to training or company schools (the start of) and for the employee to return to their home station from the training or company school (at the end of) when weekend travel is required.

- (F) A Post Office Box will not suffice as a home station for the purpose of the weekend travel allowance referenced in Section (B) above unless the employee has a letter on file from the Post Office that there is not a street address associated with his personal residence.
- (G) Employees who do not elect the weekend travel allowance under Section (B) above on assigned rest days will be entitled to the provisions in Rule 47 or Rule 48 (B) above pursuant to the terms of Rule 48.
- (H) Employees will not be entitled to such reimbursement of expenses or the daily per diem allowance during the rest days they are claiming the travel allowance provided herein.
- (I) There shall be no duplication or combination of the reimbursement of actual expenses, per diem and/or travel allowances on any day such allowances are payable. Employees receiving a weekend travel allowance provided in Section (B) above will not be considered to be on duty and under pay during the time they are traveling to and from their home station and assembly point.

#### **RULE 50. FOREMAN-TEMPORARY RELIEF.**

Employees used temporarily to relieve Foremen will receive the Foreman's rate of pay and shall work the regular hours of the Foreman while so used.

#### **RULE 51. PRINTING OF AGREEMENT.**

The Carrier will have copies of this agreement printed in book form and furnish a copy to each employee affected.


#### **RULE 52. EFFECTIVE DATE AND CHANGES.**

- (A) This Agreement shall be effective, June 1, 2009, and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.


- (B) Should either of the parties desire to revise or modify these rules, thirty (30) calendar days advance written notice containing the proposed changes shall be given and conferences shall be held before the expiration of said thirty (30) days, unless extended by mutual agreement.
- (C) This Agreement supersedes all previous agreements, understandings and interpretations which are in conflict with this Agreement covering Engineering Service employees of the Union Pacific Railroad Company; the former Western Pacific Railroad Company; the former Southern Pacific Transportation Company (Eastern Lines and Western Lines); the former Denver & Rio Grande Western Railroad Company; the former St. Louis Southwestern Railway Company; the former Chicago and North Western Railway Company; and the former Missouri-Kansas-Texas Railroad Company of the craft or class now represented by the International Association of Machinists and Aerospace Workers.
- (D) In printing this Agreement to include applicable parts of the several nationally negotiated agreements and other memoranda, it is not the intention of the parties signatory hereto to change, or modify, the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement or original memorandum, the original language shall be controlling, unless or until said language has been subsequently changed, revised, or canceled by Agreement or interpretation between the parties involved.

Signed to be effective June 1, 2009.

For the Employees:

  
GENERAL CHAIRMAN, IAM&AW

  
GENERAL CHAIRMAN, IAM&AW

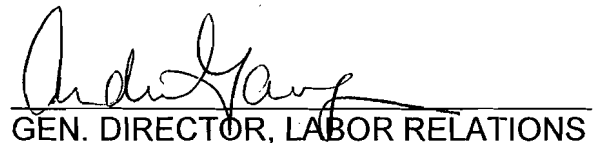
  
GENERAL CHAIRMAN, IAM&AW

  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

APPROVED:

  
PRES & DRTNG GENERAL CHAIRMAN IAM&AW

For the Union Pacific Railroad Company:

  
GEN. DIRECTOR, LABOR RELATIONS

## **NATIONAL VACATION AGREEMENT**

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; November 21, 1964; February 4, 1965; September 27, 1967; September 2, 1969; October 7, 1971; December 2, 1978; and December 11, 1981, 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 interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

### **Articles of Agreement**

#### **Section 1**

- (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who 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 of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive. (Revised by Article III of the December 11, 1981 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. (Revised by Article III of the December 11, 1981 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.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.
- (g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

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

(From Article III-Vacations, Section 1, 10-7-71 Agreement, with paragraphs l(c) and l(d) revised by Article IV of the 12-2-78 Agreement.)

## Section 2

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

(From Section 3, 12-17-41 Agreement).

An employee's vacation period shall 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 (the day before Christmas is observed), and Christmas) 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.

(Article III-Vacations, Section 3, 10-7-71 Agreement)

NOTE: Article 3 of the Vacation Agreement, as amended by the October 7, 1971 Agreement, refers to eight holidays. While the December 11, 1981 Agreement did not officially amend that section to incorporate reference to the changes in holidays, the provisions of that section will apply to the eleven holidays recognized under the December 11, 1981 Agreement; i.e., effective January 1, 1983, the "recognized holidays" in the second paragraph of Article 3 of the Vacation Agreement, as amended October 7, 1971, will include: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas, and New Year's Eve.

### Section 3

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

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

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

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

(From Sections 4(a) and 4(b), 12-17-41 Agreement)

Section 4

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

(From Section 5, 12-17-41 Agreement)

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

(From Section 5, 12-17-41 Agreement)

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

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

(From Article 1-Vacations, Section 4, 8-21-54 Agreement)

Section 5

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

(From Section 6, 12-1941 Agreement)

Section 6

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

- (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

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

(From Section 7, 12-17-41 Agreement)

Section 7

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV-Vacations, Section 2, 8-19-60 Agreement)

Section 8

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

(From Section 9, 12-17-41 Agreement)

Section 9

- (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- (b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent of the workload of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the workload is agreed to by the proper local union committee or official.
- (c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

(From Section 10, 12-17-41 Agreement)

Section 10

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.

(From Section 11, 12-17-41 Agreement)

Section 11

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

(From Section 12, 12-17-41 Agreement)

Section 12

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 shall not be inconsistent with this agreement.

(From Section 13, 12-17-41 Agreement)

Section 13

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

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

(From Section 14, 12-17-41 Agreement)

Section 14

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

(From Article III-Vacations, Section 2, 10-7-71 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, shall remain in full force and effect.

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

(From Article I-Vacations, Section 6, 8-21-54 Agreement)

**M E M O R A N D U M   O F   A G R E E M E N T**

**Between The**

**Union Pacific Railroad Company**

**And The**

**International Association of Machinists  
& Aerospace Workers**

The purpose of this Memorandum of Agreement is to provide IAM&AW represented employees covered by Collective Bargaining Agreements dated July 1, 1921, January 1, 1957, June 1, 1960, August 1, 1969, November 1, 1976, July 31, 1980, October 1, 1993 and July 1, 1999, the opportunity to take two (2) weeks of vacation, day(s) at a time, herein referred to as “**flex day(s)**”, basis rather than as two (2) full weeks, effective beginning in 2008.

**IT IS AGREED:**

1. Such vacation flex days shall be permitted when consistent with Carrier's service requirements as provided below.
2.
  - a. Employees who qualify for a vacation under the provisions of the National Vacation Agreement will be allowed to take two (2) weeks (10 days) of vacation in ten (10), one (1) day (8 hours)<sup>1</sup>, of vacation during the period January 1<sup>st</sup> through November 15<sup>th</sup> of each year. If the employee elects to designate 2 weeks of vacation as flex, one week must be taken January 1<sup>st</sup> through May 30<sup>th</sup> and one week must be taken June 1<sup>st</sup> through November 15<sup>th</sup>. Employees who are scheduled to take group vacations pursuant to the National Vacation Agreement may use only flex vacation time that exceeds the lengths of the group vacation.
  - b. An employee electing to take flex vacation day option must advise the designated local manager and local chairman of his desire to take one (1) week (5 days) or two (2) weeks (10 days) vacation on a daily basis when vacations are normally scheduled. The employee must provide a minimum of forty-eight (48) hours' advance notice of his desire to take one (1) days' vacation and receive approval from his manager prior to utilizing each one (1) day vacation period.
  - c. Flex days of vacation not taken prior to November 15<sup>th</sup> will be paid in lieu of however, the manager has the right to schedule the remaining flex vacation day(s) prior to December 5th of current calendar year. Local Chairman shall furnish the designated manager on or before September 15<sup>th</sup> of each year statement indicating employees who have not scheduled designated flex vacation after September 15<sup>th</sup>. If employee has not scheduled remaining flex vacation prior to November 15<sup>th</sup>, employee must schedule any remaining flex vacation before November 15<sup>th</sup>.

---

<sup>1</sup> Where the workweek is not five (5) days, eight (8) hour work day, the number of days of flex vacation to be scheduled will be based upon the adjusted workweek, i.e., four (4) day work week of ten (10) hours; the number of flex vacation days permitted would be eight (8), ten (10) hour days.

## APPENDIX A-1

- d. An employee will be permitted to take the flex vacation providing the Company's operational requirements can be met and the employee has been approved to be off on that day. In cases where multiple requests are made for the same date, consideration will be based on date the manager receives the request. In those cases where more than one (1) vacation request is received at the same time, seniority will be given due consideration and consistent with operational needs.
  - e. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under the provisions of this Agreement.
- 3. This Agreement supercedes any previous agreements covering flex vacation to be taken on a daily basis.
  - 4. All other provisions of the National Vacation Agreement, as amended, will apply without change.
  - 5. It is understood handling is without prejudice to either party's position concerning Agreements applicable to vacation. Further, after December 31, 2009, this Agreement may be terminated for the next and subsequent years by the Carrier upon serving thirty (30) days' written notice. This cancellation clause shall not be utilized unless necessitated by service requirements, which shall be demonstrated by the Carrier. Such cancellation shall be in effect only for the duration of the Carrier's need, except as noted in Section 6 below.
  - 6. In the event the Organization cancels the Paying Off Agreement dated July 18, 2007, the restrictions of Section 5 above no longer apply and the Carrier may cancel this Flex Day Agreement with thirty (30) day's written notice.

If you are agreeable to the terms contained herein, please so indicate in the space provided below.

Signed this 18<sup>th</sup> day of July 2007.

FOR THE EMPLOYEES:

/s/ R. C. Moore  
ASSISTANT TO THE PRESIDENT/  
DIRECTING GEN CHAIRMAN IAM

/s/ Richard D. Nadeau  
GENERAL CHAIRMAN IAM

/s/ Don Hall  
GENERAL CHAIRMAN IAM

APPROVED:

/s/ Joe R. Duncan (rm)  
PRES/DIR GEN CHAIRMAN IAM

FOR THE CARRIER:

/s/ Andrea Gansen  
GENERAL DIRECTOR  
LABOR RELATIONS

July 18, 2007

R. Moore  
Asst. to the President  
Directing Gen Chrmn IAM&AW  
119 Main Street  
West Chicago, IL 60185

D. E. Hall  
General Chairman IAM&AW  
3065 Hwy 367 S #9  
Cabot AR 72023

R. D. Nadeau  
General Chairman IAM&AW  
1420 Vance Street, Suite 101  
Lakewood, CO 80214

Gentlemen:

This refers to the flex days of vacation Agreement dated July 18, 2007, that allows employees the opportunity to take two (2) weeks of vacation on a daily basis.

It is understood that for employees who are assigned a monthly-rated position that includes a sixth (6<sup>th</sup>) day during the workweek referred to as the "stand-by day", such employees are entitled to twelve (12) days' of flex vacation for their assigned workweek. However, it is recognized that two (2) of the twelve (12) days' of the flex day vacation are to be scheduled and taken on the employee's assigned "stand-by" days.

If the above reflects our understanding and agreement, please sign in the space below to indicate your concurrence.

Sincerely,

*/s/ Andrea Gansen*

AGREED:

*/s/ Robert C. Moore*  
Assistant to the President/  
Directing General Chairman, IAM

*/s/ Richard D. Nadeau*  
General Chairman, IAM

*/s/ Don Hall*  
General Chairman, IAM

APPROVED:

*/s/ Joe R. Duncan (rm)*  
Pres/Dir. Gen. Chairman IAM

## **NON-OPERATING NATIONAL-HOLIDAY PROVISIONS**

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

New Year's Day  
 Washington's Birthday  
 Good Friday  
 Memorial Day  
 Fourth of July  
 Labor Day  
 Thanksgiving Day  
 Day After Thanksgiving Day  
 Christmas Eve (the day before Christmas Day is observed)  
 Christmas Day  
 New Year's Eve (the day before New Year's Day is observed)

(Article II-Holidays, Sections 1(a) and 2(a), 10-7-71 Agreement, as revised by 3-12-75 and 12-11-81 Agreements.)

### **Section 1**

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holiday 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, noncompliance 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.

(Article III-Holidays, Section 1, 9-2-69 Agreement)

Section 2

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

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

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

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

(Article II-Holidays, Sections 2(a) and 2(b), 8/21/54 Agreement)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(Article II-Holidays, Section 2(d), 10-7-71 Agreement)

Effective January 1, 1972, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not

become part of basic rates of pay except as provided in Article II, Section I(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 shall be made in weekly rates and hourly factors derived therefrom.

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.

(Article II, Section 2, 10-7-71 Agreement, and Article III, 3-12-75 Agreement)

### Section 3

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

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

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

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

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

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

(Article II-Holidays, Section 2, 9-2-69 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 the holiday pay for both Christmas Eve and Christmas Day may qualify for holiday for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Article III, 3-12-75 Agreement, and Section 4, 1-1-76 Implementation Agreement)

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - Day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(Article IV(b)-Holidays, 12-11-81 Agreement)

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) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(Article IV(c)-Holidays, 12-11-81 Agreement)

A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall 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 workdays immediately preceding Thanksgiving Day and immediately following the Day after Thanksgiving Day.

(Article IV(d)-Holidays, 12-11-81 Agreement)

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.

(Article IV(c)-Holidays, 12-11-81 Agreement)

Section 4

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

(Article II, Section I(b), 10-7-71 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.

(Article II, Section 2(b), 10-7-71 Agreement, as revised by 3-12-75 Agreement)

- (b) All rules, regulations or practices which provide that when a regularly assigned employee has no 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.

(Article II, Section I(c), 10-7-71 Agreement)

- (c) Under no circumstance 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 workday, a rest day, and/or a vacation day.

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

(Article II, Section I(c), 10-7-71 Agreement)

- (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.

(Article II, Section I(c), 10-7-71 Agreement)

Section 6

Article II, Section 6, of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, covering the birthday holiday, 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. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(Article II, Section I(d), 10-7-71 Agreement)

### Section 7

When any of the eleven recognized holidays enumerated in Section 1, 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 of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(Article II, Sections I(e) and 2(c), 10-7-71 Agreement, as revised by 3-12-75 Agreement)

## **UNION SHOP AGREEMENT**

This Agreement made this 4th day of February, 1953, by and between the Union Pacific Company, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations,

Witnesseth:

IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the rules and work 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 educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such 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 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 such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms

of this agreement and who the organization therefor claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the railroad and the organizations involved and the form shall make provisions for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered 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 section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7. An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

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 non-compliance with any part of this agreement.

Section 8. In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9. An employee whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10.

- (a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining 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 Omaha, Nebraska, this 7th day of March, 1953.

*(Signatures not herein reproduced).*

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

**between the**

**Union Pacific Railroad Company**

**and**

**International Association of Machinists  
& Aerospace Workers**

\* \* \* \*

In order to more efficiently process wage deductions for uniform monthly membership dues, maintenance of membership fees, initiation fees and assessments, and voluntary political contributions, for employees covered by Collective Bargaining Agreements effective July 1, 1921, January 1, 1957, June 1, 1960, August 1, 1969, November 1, 1976, July 31, 1980, October 1, 1993 and July 1, 1999, the following Agreement by and between the Union Pacific Railroad Company, hereinafter referred to as the "Carrier", and the employees thereof represented by International Association of Machinist & Aerospace Workers, hereinafter referred to as the "Organization", shall be made effective September 1, 2007.

IT IS AGREED:

Section 1. The Carrier shall, subject to the terms and conditions of this Agreement, withhold and deduct sums for uniform monthly membership dues, maintenance of membership fees, initiation fees and assessments (not including fines and penalties), and voluntary political contributions due the Organization from the wages due and payable to employees who are members of the Organization and who have so authorized the Carrier to do so.

The Organization shall assume the full responsibility for the procurement of authorizations for wage deductions from employees, and for notifying the Carrier of the amounts to be deducted from such employees.

Section 2. For changes occurring prior to September 1, 2007, the Financial Secretary/Treasurer of the Organization shall furnish to the designated Carrier officer, not later than September 5, 2007, in electronic format designated by the Carrier, a statement showing in alphabetical order, the name of each member, with Social Security number or employee number as designated by the Carrier, and the aggregate amount of current monthly dues, assessments and initiation fees, and voluntary political contributions, when applicable, for each member who has authorized such wage deductions.

Subsequently, no later than the 5<sup>th</sup> and the 20<sup>th</sup> of each month, or as otherwise designated by the Carrier, the Financial Secretary/Treasurer shall furnish a statement in electronic format designated by the Carrier showing information as mentioned above for any such members who have been added or deleted from the initial list, or any change in the uniform monthly dues, maintenance of membership fees, initiation fees or assessments, or voluntary political contributions. If no changes are reported as indicated above, the last previous list on file with the designated Carrier officer shall be used for purposes of this Section. It is understood and agreed, however, that dues deduction amounts may not be changed more often than once every three (3) months and that monthly dues may not be split between payroll halves.

Section 3. Deductions will be made from the wages earned in the last period of the month in which the aforementioned electronic statement is furnished to the designated Carrier officer. The following payroll deductions will have priority over deductions in favor of the Organization as covered by this Agreement:

Federal, State, Municipal and Railroad Retirement taxes; premiums on any life insurance, hospital-surgical insurance, long-term care insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; 401(K) Plan; pre-tax parking; amounts due the Carrier by the individual; and Union Pacific Railroad Employee Hospital Association dues or other Health and Welfare contributions.

If the earnings of the employee are insufficient after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction for dues, initiation fees and assessments, maintenance of membership fees, and political contributions on behalf of the Organization shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deduction made hereunder shall be made on the regular payroll or from time vouchers. No deduction shall be made from special payrolls. Responsibility of the Carrier under this Agreement shall be limited to remittance to the Organization amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues, maintenance of membership fees, initiation fees and assessments, or political contributions from employees who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. Deductions made under the terms of the Agreement shall be remitted via electronic deposit to the account designated by the General Secretary/Treasurer of the Organization within fifteen (15) days from close of payroll for the period involved. The remittance will be accompanied by a deduction statement in electronic format to the General Secretary/Treasurer and the Financial Secretary/Treasurer, listing for each employee the name, payroll number, employee number, amount deducted and the aggregate total. Maintenance of membership fees will be deducted from second half payrolls only.

Section 5. No part of this Agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this Agreement.

Section 6. Except for remitting to the Organization monies deducted from the wages of employees, the Organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses and damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deduction made by the Carrier from the wages of its employees for or on behalf of the Organization.

Section 7. This Agreement is subject to the express agreement of the parties hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party hereto to relieve the other party hereto from complying with any provision of the Agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

Section 8. This Agreement shall become effective September 1, 2007. It supercedes any and all prior agreements pertaining to the deduction of monthly dues, maintenance of membership fees, assessments and initiation fees, and voluntary political contributions, and it shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed this 18<sup>th</sup> day of July 2007.

FOR THE EMPLOYEES:

/s/ Robert C. Moore  
ASSISTANT TO THE PRESIDENT/  
DIRECTING GEN CHAIRMAN IAM&AW

/s/ Richard. D. Nadeau  
GENERAL CHAIRMAN IAM&AW

/s/ Don Hall  
GENERAL CHAIRMAN IAM&AW

APPROVED:

/s/ Joe R. Duncan (rm)  
PRESIDENT & DIRECTING  
GENERAL CHAIRMAN, IAM

FOR THE CARRIER:

/s/ Andrea Gansen  
GENERAL DIRECTOR  
LABOR RELATIONS

**EMPLOYEE AND DEPENDENTS HOSPITAL, SURGICAL AND MEDICAL BENEFITS  
AND EMPLOYEE GROUP LIFE INSURANCE**

Employees obtaining a seniority date on or after July 1, 1999 covered by this Agreement are included under the coverage of The Health and Welfare Plan of the Nation's Railroads and the Railway Labor Organizations and benefits are set forth in booklet form and published by United HealthCare. However, employees hired prior to July 1, 1999 will continue to be covered under their coverage in effect prior to July 1, 1999. Coverage for dependents of employees will be pursuant to The Health and Welfare Plan of the Nation's Railroads and the Railway Labor Organizations.

**SUPPLEMENTAL SICKNESS BENEFIT PLAN**

Employees covered by this Agreement are covered by the National Railroad Supplemental Sickness Benefit Plan and benefits are set forth in booklet form and published by Aetna.

**EMPLOYEE AND DEPENDENT COVERAGE UNDER NATIONAL DENTAL PLAN**

Employees covered by this Agreement and their eligible dependents are included in the Railroad Employees National Dental Plan and benefits are set forth in booklet form and published by Aetna.

**EMPLOYEE AND DEPENDENT COVERAGE UNDER NATIONAL VISION PLAN**

Employees covered by this Agreement and their eligible dependents are included in the Railroad Employees National Vision Plan and benefits are set forth in booklet form and published by Vision Service Plan.

**OFF TRACK VEHICLE ACCIDENT BENEFITS**

**NATIONAL AGREEMENTS DATED MAY 12, 1972 AND DECEMBER 4, 1978 AND  
SEPTEMBER 1, 2005**

**ARTICLE VIII**

Where employees sustain personal injuries or death under the conditions set forth in paragraph (A) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (B) below, subject to the provisions of other paragraphs in this Article.

**(A) COVERED CONDITIONS -**

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off track vehicles authorized by the carrier and are

- (1) Deadheading under orders; or
- (2) Being transported at carrier expense.

**(B) PAYMENTS TO BE MADE -**

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (A) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under group policy contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

**(1) ACCIDENTAL DEATH OR DISMEMBERMENT**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (A):

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

"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 Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) TIME LOSS

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (A) hereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$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 accidents.

(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 attempted 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 is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver of 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 IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(F) SUBROGATION:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, (Employee or Personal Representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

**SAVINGS CLAUSE**

This Article IV supersedes as of January 1, 1972 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 be advising the other party in writing by December 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

**EMPLOYEE INFORMATION**

The carrier will provide each General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security Numbers, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement. The data will be supplied within 30 days of the end of the month in which the employee is hired or terminated.

**MEDIATION AGREEMENT**

Case No. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

IT IS AGREED:

**ARTICLE I - EMPLOYEE PROTECTION****Section 1**

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

**Section 2**

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;

- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and
- g. Trade-in or repurchase of equipment or unit exchange.

### Section 3

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

### Section 4

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

### Section 5

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6 (a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long 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 of the position held by him at the time of the particular coordination, except however, that if he 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 which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation 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 monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

#### Section 6

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

<u>Length of Service</u>	<u>Period of Payment</u>
1 yr. and less than 2 yrs.	6 months
2 yrs. " " 3 "	12 "
3 yrs. " " 5 "	18 "
5 yrs. " " 10 "	36 "
10 yrs. " 15 "	48 "
15 yrs. and over	60 "

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or

by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.

## Section 7

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year & less than 2 years	3 months pay
2 years " " 3 "	6 " "
3 " " 4 "	9 " "
5 " " 10 "	12 " "
10 " " 15 "	12 " "
15 years and over	12 " "

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service 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.

Section 9

a) Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protection benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10(a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) "changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection-Agreement of May, 1936, reading as follows:

ASection 11 (a) The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change- the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier 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 shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall 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 party.
2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(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 lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of

three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

#### Section 11

When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

#### Section 12

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

### ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the September 25, 1964 National Agreement, as so amended, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier's own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employee regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

Section 2 - Advance Notice - Submission of Data - Conference

If the carrier decides that in light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purposes of notice as an item of repair requiring eight man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For this purpose, an "emergency" means an unforeseen combination of circumstances, or the resulting state, which calls for prompt or immediate action involving safety of the public, employees, and carriers' property or avoidance of unnecessary delay to carriers' operations.

**Section 3 - Request for Information When No Advance Notice Given**

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Disputes concerning a carrier's alleged failure to provide notice of intent or to provide sufficient supporting data in a timely manner in order that the general chairman may reasonably determine whether the criteria for subcontracting have been met, also may be submitted to a member of the arbitration panel, but not necessarily on an expedited basis. In the event the parties are unable to agree on a schedule for resolving such a dispute, the arbitrator shall- establish the schedule.

**Section 4 - Establishment of Subcontracting Expedited Arbitration Panels**

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier's system or in the applicable geographical region, as the case may be, under the provisions of Article II, Subcontracting, as amended by this Agreement. The members of each of those panels shall hear cases or a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

**Section 5 - Consist**

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

**Section 6 - Location**

Hearings and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

**Section 7 - Referees**

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

Section 8 - Filling Vacancies

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

Section 9 - Content of Presentations

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 10 - Procedure at Board Meetings

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The arbitrator shall conclude the hearing not more than 48 hours after it has commenced. The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 11 - Remedy

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of this Article, which is sustained, the arbitrator's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(b) If the arbitrator finds that the carrier violated the advance notice requirements of Section 2 [in non-emergency situations], the arbitrator shall award an amount equal to that produced by multiplying 50% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have done the work, provided however that where the carrier is found to have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

Section 12 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such

determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier's property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier's property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

### Section 13 - Disputes Referred to Other Boards

Disputes arising under Article I, Employee Protection, Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Expedited Arbitration Panel.

Disputes under Article II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of cases before the expedited arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

Article IV (Resolution of Disputes) of the September 25, 1964 Agreement will no longer be applicable to disputes involving Articles I and II of such Agreement which arise subsequent to the effective date of this Agreement.

Disputes arising under Article I, Employee Protection, will continue to be handled on the property as in the past, i.e., they need not be progressed in the "usual manner" but can be handled directly with the highest designated carrier officer. If such a dispute is not settled in direct negotiations, it shall be handled in accordance with the provisions of Section 3 of the Railway Labor Act, as amended.

(July 31, 1992 Agreement)

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS -

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

ARTICLE IV - OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

ARTICLE V - COUPLING, INSPECTION AND TESTING

In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.

ARTICLE VI - RESOLUTION OF DISPUTES

See Article II (as revised by Agreement of July 31, 1992).

ARTICLE VII - EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. 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.

ARTICLE VIII - EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 6 notices will not be initiated nor progressed locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

ARTICLE IX - COURT APPROVAL

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

SIGNED AT WASHINGTON, DC, THIS 25TH DAY OF SEPTEMBER, 1964.

APPROVED:

(Signed)

J.E. Wolfe

Chairman, National Railway

Labor Conference

For the Employees:

Railway Employees= Department, AFL-CIO

(Signed)

Michael Fox, President

International Association of Machinists

(Signed)

J.W. Ramsey, General Vice President

International Brotherhood of Boilermakers,

Iron Ship Builders, Blacksmiths,

Forgers and Helpers

(Signed)

Russel K. Berg, International President

Blacksmiths - Railroad Division

(Signed)

Edward H. Wolfe, Int'l Vice President

Sheet Metal Workers= International

Association

(Signed)

J.W. O'Brien, General Vice President

International Brotherhood of Electrical

Workers

(Signed)

Thos. Ramsey, Int'l Vice President

Brotherhood Railway Carmen of America

(Signed)

A.J. Barnhardt, General President

International Brotherhood of Firemen,

Oilers, Helpers, Round House and

Railway Shop Laborers

(Signed)

Anthony Katz, President

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#7

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding regarding the resolution of disputes under Article II of the September 25, 1964 Agreement, as amended by Article VI of this Agreement.

Until the parties have established a forum or forums for before-the-fact arbitration of contracting out disputes, any such dispute will proceed on an after-the-fact basis, i.e., the carrier will be free to proceed forthwith with the contracting-out and any dispute may be progressed to a Public Law Board on an expedited basis, or any other forum on which the parties may mutually agree.

The parties shall meet promptly to reach agreement on language to implement the recommendations of Presidential Emergency Board 219, as interpreted and clarified by Special Board 102-29, on the procedures for arbitrating contracting out disputes. If complete agreement on language is not reached by the parties by December 15, 1992, any party may refer any areas of disagreement to a Public Law Board, or any other forum on which the parties may mutually agree, for resolution on an expedited basis, provided that any disagreement over the uniform rate to be paid arbitrators shall be resolved by the Chairman of the National Mediation Board.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:  
(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#8

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This refers to Article VI, Subcontracting, of the Agreement of this date and our understanding with respect to disputes arising on the former Southern Railway Company under the provisions of Articles I and II of the January 27, 1965 Agreement.

This will confirm our understanding that all disputes under Article I, Employee Protection, of that agreement shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

This will also confirm our understanding that Article II of the January 27, 1965 Agreement is amended to read identical to Article VI of the Agreement of this date.

It is further agreed that a single system subcontracting expedited arbitration panel shall be established in accordance with Article VI of the Agreement of this date, and such panel shall have exclusive jurisdiction of disputes arising on the former Southern Railway Company under the provisions of Article 11 of the January 27, 1965 Agreement, as amended by the Agreement of this date, and on Norfolk and Western Railway Company under the provisions of Article II of the September 25, 1964 Agreement, as amended by the Agreement of this date.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. J. Hopkins, Jr.

I agree:  
(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#9

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding that a synthesis of the September 25, 1964 Agreement, as amended, showing all changes made during this round of bargaining, and all changes made in the past which remain in effect after this bargaining round shall be prepared by the parties as soon as possible.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. J. Hopkins, Jr.

I agree:  
(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#10

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding that carriers not participating in national handling and therefore not subject to the revisions to the September 25, 1964 Agreement, as amended, shall continue to be bound by that Agreement as it existed prior to changes effectuated by the Agreement of this date.

Subcontracting disputes arising prior to the effective date of this Agreement shall continue to be handled in accordance with the dispute resolution procedures at the time the dispute arose.

Please indicate your agreement by signing your name in the space provided below

Very truly yours,

C. I. Hopkins, Jr.

I agree:  
(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#11

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This refers to Article VI, Subcontracting, of the Agreement of this date and will confirm our understanding that Electrical Power Purchase Agreements (EPPAS) and similar arrangements are within the scope of the September 25, 1964 Agreement, as amended.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. J. Hopkins, Jr.

I agree:  
(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#12

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This refers to Article VI, Subcontracting, of the Agreement of this date and will confirm our understanding that the question of whether work on TTX cars by TTX employees should be allowed on tracks leased from a carrier is to be treated in the same manner as EPPAs.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. J. Hopkins, Jr.

I agree:

(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#14

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding that the amendments to the September 25, 1964 Agreement resulting from Article VI, Subcontracting of the Agreement of this date shall be applied only on those carriers party to the September 25, 1964 Agreement. Such amendments shall not be applied to affect subcontracting provisions in existing agreements on carriers not party to the September 25, 1964 Agreement, unless agreed otherwise between your organization and such non-party carrier(s).

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:  
(Signed)  
J. F. Peterpaul

**INCIDENTAL WORK RULE**

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

(a) Where a shop craft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shop craft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment, the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

(b) Nothing in this Rule is intended to restrict any of the existing rights of a carrier.

(September 21, 1992 Agreement)

**BEREAVEMENT LEAVE Q&A**

- 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-calendar-days allowance pertain to each separate instance, or do the three calendar days refer to a total of all instances?
- A-2 Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.
- Example: Employee has a work week of Monday to Friday - off days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.
- Q-3 An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?
- A-3 A maximum of two days.
- Q-4 Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?
- A-4 No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

- Q-5 Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?
- A-5 Yes as to half-brother or half-sister; no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

December 11, 1981

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

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

Example No. 1

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

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

Example No. 2

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

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

Example No. 3

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

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

Please indicate your concurrence by affixing your signature in the space provided below.

Very Truly yours,

(Signed)  
C.I. Hopkins, Jr.

I concur:  
(Signed)  
J.J. Peterpaul

## SKILL DIFFERENTIAL LETTERS

### ARTICLE VII - SKILL DIFFERENTIALS

#### Section 1

Journeymen machinists who perform the work listed below shall receive a differential per hour above the minimum rate paid to journeymen machinists at the point employed for each hour actually spent performing the listed work as set forth below:

- (a) Existing differentials paid to journeymen machinists for performing lead mechanic work shall be increased to 50 cents per hour effective January 1, 1993.
- (b) Existing differentials paid to journeymen machinists for performing federal inspector or welding work shall be increased to 25 cents per hour effective January 1, 1993.
- (c) Journeymen machinists who perform the work (as defined in Side Letter #15) of -

- Classroom Instructor
- EMD Turbocharger Room Work
- Traveling Roadway Machinists
- Precision Machine Operators
- Governor Room Work
- Air Room Work
- Engine Rebuild
- Alignment of -
  - Main generators/alternators
  - Air Compressors (mechanical drive)
  - Auxiliary generators
  - Fan Drives/Equipment Blowers (mechanical drive)
- Gear Trains - Build-up locomotive gear trains

shall receive a differential of 25 cents per hour, effective January 1, 1993. Effective January 1, 1994, this differential shall be increased to 50 cents per hour.

#### Section 2

When performing the above work for four (4) hours or less in any one day, employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

#### Section 3

There shall be no compounding or pyramiding of the above differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved. The parties recognize and agree that this Article is limited solely to the matter of skill differentials and this Article and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#015

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This refers to Article VII, Skill Differentials, of the Agreement of this date. This is to confirm our understanding regarding certain of the terms used therein:

Classroom Instructor - A machinist designated by carrier to provide classroom instruction;

EMD Turbocharger Room Work - Rebuilding of EMD turbochargers in the designated rebuilding area for turbochargers;

Traveling Roadway Machinists - Machinists that regularly perform maintenance of way field service; does not include any machinist in such service assigned in shops;

Precision Machine Operators - Operators on precision machines such as the following: wheel truing machines, treadmills, axle lathes, wheel boring mills, engine line boring, traction motor line boring, wheel mounting press, engine lathe. This category does not include machines such as grinders, drill presses, punches, shears, threaders, saws, honing, and the like, hand-held tools or portable machines;

Governor Room Work - Assemble and test mechanical engine governor in the governor room;

Air Room Work - Assemble and test air brake valves in the air room;

Engine Rebuild - Build-up of locomotive diesel engine (out of locomotive car body);

Alignment of the following - Main generators/alternators, Air Compressors (mechanical drive), Auxiliary generators, Fan Drives/Equipment Blowers (mechanical drive);

Gear Trains - Build-up locomotive gear trains.

The parties agree that this letter is limited solely to implementation of Article VII - Skill Differentials of this Agreement and that it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

## APPENDIX N

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

(Signed)

J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#016

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This refers to Article VII, Skill Differentials, of the Agreement of this date and will confirm our understanding that its implementation is not intended to disrupt carrier operations or unnecessarily increase costs. In furtherance of that mutual intent the parties agree that:

1. Implementation of this Article will not require rebulletining of any existing position.
2. Application of differentials under this Article to non-full time assignments in which a differential is paid will not, in and of itself, require the establishment or advertisement of any position.
3. Employees seeking to qualify and train for work subject to a differential under this Article will qualify and train on own time for such work. Employees will be given reasonable cooperation from their supervisors to do so.
4. An employee bidding on an assignment subject to a differential under this Article must be qualified, or demonstrate qualifications to carrier on own time, for such assignment before expiration of bid period.
5. Prior to displacing onto a position subject to a differential under this Article, an employee must be qualified, or demonstrate qualifications to carrier on own time. This includes an employee returning from leave of absence, vacation, illness, etc. and seeking to displace onto a position that was bulletined during the employee's absence.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,  
C. I. Hopkins, Jr.

I agree:

(Signed)  
J. F. Peterpaul

NATIONAL RAILWAY LABOR CONFERENCE  
1901 L STREET. N W WASHINGTON. D C 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R.T. Kelly  
Director of Labor Relations

July 31, 1992  
#017

Mr. John F. Peterpaul, General Vice President  
International Association of Machinists and Aerospace Workers  
1300 Connecticut Avenue, N. W.  
Washington, D. C. 20036

Dear Mr. Peterpaul:

This refers to our discussions with respect to Article VII - Skill Differentials. During our discussion it was understood that sufficiently before January 1, 1993 the local IAM representative and appropriate carrier will jointly review the application of Article VII as to that particular property.

If, at any time a local IAM representative believes that there should be adjustments in the application of the differentials, he may contact the appropriate carrier officer and advise him of this matter and any information that supports his position. A carrier designee will schedule the matter for conference with the IAM representative. The parties will be free to make any adjustments that they jointly deem appropriate.

If the local question concerning the applicability of a skill differential to a position is not resolved between the local IAM representative and appropriate carrier officer the question will be referred to the General Chairman and chief mechanical officer or their respective designees for resolution.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

C. I. Hopkins, Jr.

I agree:

(Signed)  
J. F. Peterpaul

**APPENDIX N**

August 27, 1996  
#4

Mr. W. L. Scheri  
General Vice President  
International Association of  
Machinists & Aerospace Workers  
9000 Machists Place  
Upper Marlboro, MD 20772-2687

Dear Mr. Scheri:

During the negotiations that led to the Agreement of this date, the parties discussed issues related to the appropriate application of the differentials payable to certain employees pursuant to the terms of Article VII of the July 31, 1992 Agreement.

1. This will confirm our understanding that any of the differentials referenced above that by its terms is payable to a covered employee for each hour actually spent performing the work for which the differential is granted is not payable for any non-working time for which the employee receives remuneration, except as provided in paragraph 2.
2. Such differential shall be included in vacation pay with respect to any employee described in paragraph 1, who is regularly assigned to a position for which that differential is paid for the entire day.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

(Signed)  
Robert F. Allen

I agree:

(Signed)  
W.L. Scheri

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA NEBRASKA 68179

March 1, 2008

MR D E HALL  
GENERAL CHAIRMAN IAM  
3065 Hwy 367 S, #9  
NO LITTLE ROCK, AR 72114

Richard Nadeau  
GENERAL CHAIRMAN IAM  
7010 Broadway, Suite 203  
Denver, CO 80221

Robert Moore  
Asst. to Pres. Dir. GENERAL CHAIRMAN IAM  
7010 Broadway, Suite 203t  
Denver, CO 80221

Gentlemen:

This has reference to our several discussions concerning the parties' desire to expedite the appeal and handling process of discipline grievances. The parties believe an expedited process will benefit all the affected parties concerned. Therefore, it is agreed that for the progression of discipline claims only, the provisions of this Agreement shall apply to the handling instead of the current two (2) step appeal as stipulated in the following rules of the individual Collective Bargaining Agreements below:

UP: Rule 35 of the Agreement effective November 1, 1976  
MP: Rule 32 of the Agreement effective June 1, 1960  
TP: Rule 23 of the Agreement effective August 1, 1969  
WP: Rule 34 of the Agreement effective February 1, 1946  
MKT: Rule 27 of the Agreement effective January 1, 1957  
CNW: Rule 35(k) of the Agreement effective July 1, 1921, as amended July 1, 1979  
SPWL: Rule 38 of the Agreement effective October 1, 1993  
DRGW: Rule 32 of the Agreement effective July 31, 1980

**IT IS AGREED:**

(A) If the Company's decision to discipline an employee is to be appealed by the General Chairman or the employee involved, the General Chairman or employee will submit written appeal within sixty (60) days from the date the discipline is issued. The written appeal will contain a full statement of the Organization's or employee's objections to the discipline issued and a request to discuss the Carrier's decision in conference with the Carrier's highest designated officer to handle such disputes.

(B) Should any such claim be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the General Chairman (or the employee in cases where the employee has filed the claim or grievance) in writing of the reasons for such disallowance. If not so notified, the claim shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances.

The parties shall meet in conference within sixty (60) days from the Carrier's disallowance of the claim at a mutually agreeable time and place. It is understood, however, that the parties may, by agreement, extend the sixty (60) day periods established herein at any stage of the handling of the claim or grievance.

## APPENDIX O

- (C) All discipline claims or grievances shall be barred unless within nine (9) months from the date of the Company officer's decision proceedings are instituted by the employee or the 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 agree in any particular case extend the nine (9) month period herein referred to.
- (D) This provision shall not apply to requests for leniency and acceptance of discipline by waiving investigation.
- (E) This agreement shall become effective on March 1, 2008, and shall remain in effect until such time that either party serves a thirty (30) days notice on the other party indicating its desire to cancel the Agreement.

Yours truly,

(Signed)  
Andrea Gansen

AGREED:

(Signed)  
R. D. Nadeau  
General Chairman, IAM

(Signed)  
R. Moore  
Asst. to Pres. Dir. General Chairman, IAM

(Signed)  
D.E. Hall  
General Chairman, IAM

UNION PACIFIC RAILROAD COMPANY

DAN MORESETTE  
DIRECTOR-LABOR RELATIONS

1416 DODGE STREET  
OMAHA, NEBRASKA  
68179

November 12, 1997

230-31  
c: 230-18

Mr. R. L. Reynolds  
Pres. - Drtng General Chairman, IAM  
111 Park Road  
Paducah, KY 42003

Mr. T. L. Mitchell  
General Chairman, IAM  
729 Sunrise Avenue Ste. 502  
Roseville, CA 95661

Mr. D. E. Hall  
General Chairman, IAM  
1911 Main Street  
North Little Rock, AR-72114

Mr. A. F. Carrillo  
General Chairman, IAM  
729 Sunrise Ave Ste. 502  
Roseville, CA 95661

Mr. F. D. Nalley  
General Chairman, IAM  
111 Park Road  
Paducah, KY 42003

Mr. R. C. Moore  
General Chairman, IAM  
101 East St. Charles Rd.  
Villa Park, IL 60181

Dear Gentlemen:

This has reference to our discussions in conference concerning situations where employees in service covered by the Collective Bargaining Agreements between this Carrier and your Organization change Collective Bargaining Agreements due to a voluntary move.

It is agreed between the parties that, to the extent existing Carrier policies so permit, employees with continuous service covered by this Agreement shall be credited with prior Union Pacific Railroad, Missouri Pacific Railroad, Missouri-Kansas-Texas Railroad, Oklahoma-Kansas-Texas Railroad, Texas and Pacific Railroad, Western Pacific Railroad, Chicago & North Western Railroad, and Southern Pacific Railroad (including SSW, D&RG, SPCSL) service for vacation, personal leave days, and other present or future benefits which are granted on the basis of qualifying years of service.

It is further agreed that supervisors, non-agreement personnel and officials who hold seniority under an agreement with the IAM&AW on one railroad and who have been or may be transferred to a supervisory, non-agreement or official position with the other railroad will retain and accumulate seniority under terms of existing Collective Bargaining Agreements on the railroad on which seniority is held as though promoted on the same railroad. It is recognized that such employees would be subject to the Seniority Retention provisions of Article VII of the Mediation Agreement dated December 31, 1987.

## APPENDIX P

This Agreement shall not be cited as a precedent. If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided.

Yours truly,  
(Signed)  
D. A. Moresette

AGREED:

(Signed)  
A.F. Carillo  
General Chairman, IAM

(Signed)  
T. L. Mitchell  
General Chairman, IAM

(Signed)  
F. D. Nalley  
General Chairman, IAM

(Signed)  
R.C. Moore  
General Chairman, IAM

(Signed)  
D.E. Hall  
General Chairman, IAM

APPROVED:

(Signed)  
Robert Reynolds  
Pres-Drtnng & General Chairman, IAM

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA NEBRASKA 68179

March 5, 1976

Mr. L.E. Allbery  
General Chairman, IAM  
204 Cort Plaza  
Hiway 6 & Bryan St.  
Gretna, Nebraska 68028

Dear Sir:

Referring to our conference discussion on February 5, 1976, and your letter of March 1, 1976, relative the Committee's request to bulletin Machinist positions assigned to road gangs handling track programs and construction projects on an hourly basis in lieu of the present monthly basis for a trial period of time:

This is to advise that I am agreeable, on the basis set forth hereinafter, to temporarily changing the pay structure of the present monthly rated machinist positions on these road gangs from a monthly basis (monthly hourly factor of 213) to an hourly basis (monthly hourly factor of 176) for a trial period of time ending February 28, 1977, it being understood positions on such gangs which are bulletined subsequent to the date of this letter will carry an hourly rate, and that effective April 1, 1976, all other existing gang assignments will be realigned to an hourly basis for the duration of the trial period. Thereafter, or subsequent to February 28, 1977, the monthly rate structure may again become applicable unless specifically agreed otherwise. It should, however, be understood that this change will in no way affect the status of monthly rated roadway machinists on division assignments, which are not considered gang assignments.

Based on our conference discussion, it was understood that during the trial period the Committee was agreeable to flexibility in the working hours of gang machinists to the extent the employees could be assigned to commence their respective tours of duty simultaneously with, prior to or subsequent to the working hours of the gang in order to meet operational requirements. In addition, it was understood that when two or more machinists are assigned on a gang, there would likewise be flexibility in their hours of assignment to the extent their shifts could be staggered to meet operational requirements.

If the foregoing represents the views expressed during our conference discussion to this matter, and you are agreeable to the change set forth herein, please affix your signature in the space provided, returning the original to this office for implementation.

Yours truly,

(Signed)  
R.M. Brown

AGREED:  
(Signed)  
L.E. Allbery

**APPENDIX R**

June 16, 1999

NYD-263

Mr R L Reynolds  
Pres-Drtg Gen Chairman IAM  
111 Park Rd  
Paducah KY 42003

Mr a F Carrillo  
General Chairman IAM  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr R Moore  
General Chairman IAM  
101 East St Charles Rd  
Villa Park IL 60181

Mr T L Mitchell  
Asst to Pres-Drtng Gen Chairman  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr D Hall  
General Chairman IAM  
1911 Main St  
No Little Rock AR 72114

Mr F D Nalley  
General Chairman IAM  
111 Park Road  
Paducah KY 42003

Gentlemen:

This is in reference to our discussion concerning heavy roadway equipment training that is found within paragraph (J), Rule 31, Selection of Apprentices.

With respect to Rule 31(J), it is mutually understood that the six (6) months training on repair of heavy roadway equipment shall be given in six one-month increments, i.e. one month for each six month period of apprenticeship training. It is further understood that such training may be waived only in the case of an apprentice that the parties have agreed to set up to journeyman status, or in other cases mutually agreed upon.

Yours truly,

(Signed)  
D.A. Moresette

7/16/99

**TO: Messrs. Reynolds, Carrillo, Hall, Mitchell, Moore, Nalley**  
**RE: Apprentice Denver Shop Training Period**  
**Page 2 (June 16, 1999)**

AGREED:

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

APPROVED:

(Signed)  
PRES & DRTNG GENERAL CHAIRMAN IAM&AW

June 16, 1999

NYD-263

Mr R L Reynolds  
Pres-Drtg Gen Chairman IAM  
111 Park Rd  
Paducah KY 42003

Mr a F Carrillo  
General Chairman IAM  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr R Moore  
General Chairman IAM  
101 East St Charles Rd  
Villa Park IL 60181

Mr T L Mitchell  
Asst to Pres-Drtng Gen Chairman  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr D Hall  
General Chairman IAM  
1911 Main St  
No Little Rock AR 72114

Mr F D Nalley  
General Chairman IAM  
111 Park Road  
Paducah KY 42003

Gentlemen:

This is in reference to that portion of Rule 24 (B) that provides that: "No displacement rights shall accrue as a direct result of an employee gaining seniority because of a change in seniority date attributable to the establishment of the RMMSR seniority date."

This provision recognizes two situations, among others. First, it recognizes some employees may possess an older property seniority date on another seniority roster that is also merged by this Agreement and which is on the same property, e.g. furloughed from a roster that has limited employment opportunity due to changes in operations, etc. As such, when the applicable rosters of such property are merged pursuant to this Agreement, the employee will gain the older RMMSR seniority date and consequently will have a greater opportunity for more preferable positions held by junior employees at the time of the creation of the RMMSR.

Another situation that this provision recognizes is that when the various property seniority rosters are merged, employees from different properties may have more preferable positions available to them, however, such preferable positions are occupied by employees with junior RMMSR seniority.

**TO: Messrs. Reynolds, Carrillo, Hall, Mitchell, Moore, Nalley**  
**RE: RMMSR Seniority**  
**Page 2 (June 16, 1999)**

In both instances identified above, as well as similar instances, the foregoing provision of Rule 24(B) provides that such employees who gain seniority status through the merging of the rosters do not have the right to displace the junior employees, absent such senior employees being displaced from their position due to an abolishment, etc, after the seniority roster consolidation.

Yours truly,

(Signed)  
D. A. Moresette

AGREED:

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

APPROVED:

(Signed)  
PRES & DRTNG GENERAL CHAIRMAN IAM&AW

## APPENDIX T

June 16, 1999

NYD-263

Mr R L Reynolds  
Pres-Drtg Gen Chairman IAM  
111 Park Rd  
Paducah KY 42003

Mr a F Carrillo  
General Chairman IAM  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr R Moore  
General Chairman IAM  
101 East St Charles Rd  
Villa Park IL 60181

Mr T L Mitchell  
Asst to Pres-Drtng Gen Chairman  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr D Hall  
General Chairman IAM  
1911 Main St  
No Little Rock AR 72114

Mr F D Nalley  
General Chairman IAM  
111 Park Road  
Paducah KY 42003

Gentlemen:

This is in reference to Rule 24(B), that provides for the creation of Seniority Districts.

Recognizing that work subject to this agreement will arise along and around the boundaries of these seniority districts, employees from an adjacent district may perform work to facilitate workforce productivity or efficiency on a temporary basis, not to exceed thirty (30) continuous days, within a 150 mile zone of the boundaries of the employee's home seniority district without providing a basis for filing of a claim or grievance from any other employee. No employee in the district the temporary work is being performed will be adversely affected as a result of the implementation of this Letter of Agreement.

Yours truly,

(Signed)  
D. A. Moresette

**TO: Messrs. Reynolds, Carrillo, Hall, Mitchell, Moore, Nalley**  
**RE: Temporary Work in Seniority Districts**  
**Page 2 (June 16, 1999)**

AGREED:

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

APPROVED:

(Signed)  
PRES & DRTNG GENERAL CHAIRMAN IAM&AW

In cases where the Carrier requires a four (4) day workweek consisting of ten (10) hours a day for employees working under the Collective Bargaining Agreement dated July 1, 1999, covering Roadway Machinist, Helpers and Apprentices in Maintenance of Way Service, the applicable rules and working conditions of the CBA shall be modified as follows:

**ARTICLE I** Rules 2, 7 and 21 of the Collective Bargaining Agreement dated July 1, 2008, are modified as follows:

**RULE 2. HOURS OF SERVICE.**

Ten (10) hours of service shall constitute a day's work.

- (a) General. Subject to the exceptions contained in this agreement, the Carrier will establish a workweek of forty (40) hours, consisting of four (4) days of ten (10) hours each, with three (3) consecutive days off in each seven (7); the workweeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Friday, Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this agreement which follow:
- (b) Four-Day Positions. On positions the duties of which can reasonably be met in four (4) days, the days off will be Friday, Saturday and Sunday.
- (c) Five-Day Positions. Where the nature of the work is such that employees will be needed five (5) days each week, the rest days will be either Friday, Saturday and Sunday, or Saturday, Sunday and Monday.
- (d) Six and Seven-Day Positions. On positions which have been filled six and seven (7) days per week, any three (3) consecutive days may be the rest days with the presumption in favor of Friday, Saturday and Sunday.
- (e) Regular Relief Assignments.
  - (1) All possible regular relief assignments with four (4) days of work and three (3) consecutive rest days will be established to do the work necessary on rest days of assignments in five, 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 this agreement, all regular relief assignments to be bulletined.

- (2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.
- (f) Deviation from Monday-Thursday Week. If in positions or work extending over a period of four (4) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of this Section 2, paragraph (b) above, and requires that some of such employees work Tuesday to Friday instead of Monday to Thursday; and the employees contend to 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 the rules agreements.
- (g) Non-Consecutive Rest Days. The typical workweek is to be one with three (3) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d), and (e), the following procedure shall be used:
  - (2) Possible use of rest days other than Friday, Saturday, and Sunday by Agreement or in accordance with other provisions of this Agreement.
  - (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 four (4) days per week, the number of regular assignments necessary to avoid this may be made with three (3) non-consecutive days off.
  - (7) The least desirable solution of the problem would be to work some regular employees on the fifth, sixth or seventh day at overtime rates and thus withhold work from additional relief men.
  - (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of four (4) days per week.

**RULE 7. OVERTIME AND CALLS.**

- (f) Employees worked more than four (4) days in a work week shall be paid one and one-half times the basic straight-time rate for work on the first and second rest days of their work week, except (a) where such work is performed by an employee due to moving from one assignment to another, (b) to or from a furloughed list, (c) where days off are being accumulated under paragraph (G) of Rule 2, or (d) where the following "double time" provision is applicable on the third rest day.

Service performed by a regularly-assigned hourly or daily rated employee on the third rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

**RULE 21. REDUCTION OF FORCES.**

- (b) Except as provided for herein, if the force is to be reduced, four (4) working days' notice will be given to the employee affected before reduction is made, with copy to General Chairman.

**ARTICLE II**

**VACATION**

The National Vacation Agreement provisions will be converted so that an employee eligible for vacation will receive hours equal to those when on a five (5) day workweek assignment. As an example, an employee entitled to three (3) weeks' vacation, i.e., one hundred twenty (120) hours -- fifteen (15) days at eight (8) hours, would now be entitled to twelve (12) days at ten (10) hours. While on a four (4) day workweek, a day's vacation will be ten (10) hours.

Likewise, a workday of a four (4) day workweek will be considered as 1.25 days for qualifying day purposes for vacation in the following year. If at the end of the calendar year, an employee's vacation qualifying days would be adversely affected, upon presentation of proof of an adverse impact the parties agree to meet to determine whether an adjustment to vacation qualifying days would be required.

The present Vacation Agreement allowing for five (5) days' vacation to be taken on a daily basis will be modified to reflect four (4) days' vacation for employees working the four (4) day workweek.

**ARTICLE III**

**BEREAVEMENT, HOLIDAYS, JURY DUTY, PERSONAL LEAVE DAY**

Employees qualifying for Bereavement, Holidays, Jury Duty, and Personal Leave Day, under the applicable provisions of the Collective Bargaining Agreement and National Agreements will be compensated eight (8) hours at the straight time rate for those days which they are entitled to.

**ARTICLE IV**

**USE OF PERSONAL LEAVE DAY**

The provisions of the Personal Leave Day Agreement is modified to allow an employee to take personal leave in minimum increments of two (2) hours if used to complete a ten (10) hour day. For example, on a holiday an employee may use two (2) hours of personal leave with eight (8) hours of holiday compensation for ten (10) hours of compensated service on that day.

**ARTICLE V**

**CREDIT FOR APPRENTICE DAYS WORKED**

For each ten (10) hour workday that an employee works, the employee will be credited with 1.25 days toward the days required for journeyman status. To count as a workday, an employee must work a minimum of 7.5 hours per day to be credited with the 1.25 days. If there are any complications that arise in connection with the work credit allowed an employee, the employee or his local representative will notify in writing the General Chairman and the Carrier's highest designated appeal officer so they could meet to resolve the issue. After a review of the facts involved, a joint decision will be rendered by the parties. If a joint decision is not rendered, a grievance may be submitted if submitted within sixty (60) days of advice that a joint decision is not forthcoming.

**ARTICLE VI**

Employees working a four (4) day workweek as provided herein shall have their hours of assignment, workdays, and rest days set forth in writing a minimum of two (2) workdays in advance of beginning of the four (4) day workweek. Such written notification will not require the rebulletining of any of the positions selected to work the four day workweek. The four (4) day workweek may be terminated by serving a thirty-six (36) hours' advance notice. Such change will not take effect until the first scheduled workday of a work period. The workweek may be changed to a five (5) day workweek at any time as provided herein.

Should any disputes arise regarding the application of this Agreement, the General Chairman and the Carrier's highest designated Labor Relations officer for handling disputes shall meet in an attempt to resolve any issues.

July 1, 2008

Mr. R. D. Nadeau  
General Chairman IAM  
7010 Broadway, Suite 203  
Denver, CO 80221

Mr D Hall  
General Chairman IAM  
3065 Hwy 367S #9  
Cabot AR 72023

Mr R Moore  
Asst to Pres – Dir.General Chairman IAM  
7010 Broadway, Suite 203  
Denver, CO 80221

Gentlemen:

This has reference to Collective Bargaining Agreement effective July 1, 2008.

As further clarification of Article III of Appendix U, regarding the eight (8) hours of compensation paid on a holiday, personal leave day, bereavement, etc., it is the intent that an employee who takes a paid day off as provided for in the Collective Bargaining Agreement would not be placed at a disadvantage with respect to their compensation for the work week.

Therefore, the employee may elect to work additional time on the remaining days of the work week, if work is available, or use two (2) hours of pay from an eight (8) hour personal leave day they may be entitled to under the Collective Bargaining Agreement.

If you are agreeable to the terms of this Agreement, please indicate your approval in the space provided below.

Yours truly,  
(Signed)  
General Director Labor Relations

**TO: Messrs. , Hall, Moore, Nadeau**  
**RE: Appendix U**  
**Page 2 (July 1, 2008)**

AGREED:

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

**QUESTIONS AND ANSWERS CONCERNING RULES 47, 48 AND 49**

- Q-1. If I bid a gang job, will Carrier provide expenses to work site, lodging, meals, mileage, lost wages?
- A-1. No. The Collective Bargaining Agreement states that bidding and being assigned to a position is an exercise of seniority which is to be accomplished without expense to the Carrier.
- Q-2. If I get bumped, will Carrier pay expense to my next work site where I bump to.
- A-2. No. Just like the first question, an employee displacing to a position, as a result of being bumped or their position abolished, is exercising seniority which is to be accomplished without expense to the Carrier.
- Q-3. If gang moves, will Carrier pay my expenses to follow gang?
- A-3. Yes, and No. If the employee is driving a company vehicle Rule 49(A) would be applicable. Additionally, if the move is made on a day actual service is performed the employee will have elected either the allowance in Rule 47 for actual reasonable necessary expenses of for the Rule 48 daily per diem allowance. If this is a weekend, where the employee is not utilizing the travel allowance for a weekend trip home, the employee is likewise covered by Rule 49(F). However, if the gang moves on a rest day where the employee is utilizing the weekend travel allowance the answer would then be No as there is be no duplication of expenses.
- Q-4. Will per diem be paid seven (7) days a week if I don't go home on a weekend?
- A-4. Yes. See Rule 49(F).
- Q-5. Will I be paid for a meal and lodging if I am held away from headquarters?
- A-5. Yes. Pursuant to Rule 47.
- Q-6. Will I get per diem if not working on weekends?
- A-6. The only provision for receiving per diem on weekends is contained in Rule 49(f) or Rule 48(B) (1).

- Q-7. If I drive a company truck, will my day start when I get into the truck to go to the work site and will I receive any wages?
- A-7. If the employee is sent away from headquarters and has elected expenses pursuant to Rule 47, the employee "will be considered on duty during the time required to travel between their lodging site and work site and vice versa." If the employee has elected the per diem allowance pursuant to Rule 48, the employee "will have an assembly point of the designated work site where the day's work is scheduled to begin".
- Q-8. What type of proof is required for trip home for mileage?
- A-8. Proof can be such items as a copy of a gas receipt, a copy of a restaurant receipt, a copy of a grocery purchase, etc. anything acquired from the employees home town during the course of the weekend of the travel.
- Q-9. Can I use air travel and then two weeks later drive home with expense if I am less than 400 miles from home?
- A-9. Yes, but just once in the thirty calendar day period after using the air travel.

June 16, 1999

NYD-263

Mr R L Reynolds  
Pres-Drtg Gen Chairman IAM  
111 Park Rd  
Paducah KY 42003

Mr a F Carrillo  
General Chairman IAM  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr R Moore  
General Chairman IAM  
101 East St Charles Rd  
Villa Park IL 60181

Mr T L Mitchell  
Asst to Pres-Drtng Gen Chairman  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr D Hall  
General Chairman IAM  
1911 Main St  
No Little Rock AR 72114

Mr F D Nalley  
General Chairman IAM  
111 Park Road  
Paducah KY 42003

Gentlemen:

This has reference to Collective Bargaining Agreement effective July 1, 1999 and the Carrier's New York Dock Section 4 notice dated June 9, 1997.

In view of the Collective Bargaining Agreement to be effective July 1, 1999, covering journeymen, apprentices and helpers in Maintenance of Way Service, it is agreed that the Denver and Rio Grande Western Railroad Company (D&RGW) Collective Bargaining Agreement effective July 31, 1980, and all understandings, interpretations and agreements previously in effect for employees in Maintenance of Way service are hereby nullified effective June 30, 1999.

Employees transferring from D&RGW to the UPRR pursuant to this Agreement will be credited with prior continuous service on the D&RGW for vacation, personal leave, entry rates and other present or future benefits which are granted on the basis of qualifying years of service in the same manner as though all such time has been spent in the services of UPRR.

**TO: Messrs. Reynolds, Carrillo, Hall, Mitchell, Moore, Nalley**  
**Page 2 (June 16, 1999)**

Currently, there are journeymen in Maintenance of Way service covered by D&RGW Collective Bargaining Agreement on seniority rosters at Denver, Grand Junction and Pueblo, Colorado pursuant to Rule 27 of the D&RGW Collective Bargaining Agreement. As a result of our discussion, the positions in Maintenance of Way service will be abolished effective June 30, 1999, and a like number of positions will be established effective July 1, 1999. Regularly assigned employees on seniority rosters covered by Rule 27 of the D&RGW Collective Bargaining Agreement will be able to submit bids for these positions which will be posted for bulletin on or after June 1, 1999. Employees will be assigned such positions based on their oldest seniority date on seniority roster covered by the D&RGW Collective Bargaining Agreement. The successful applicants will have the oldest seniority date dovetailed into Seniority Roster, District 3, Central Region, covered by the Collective Bargaining Agreement effective July 1, 1999. The employee's seniority date will be removed from the former D&RGW seniority roster.

In the event two or more employees from different seniority rosters have identical seniority dates, the employees shall be ranked first by service dates, then, if service dates are the same, by date of birth, the oldest employee to be designated the senior ranking. This shall not affect the respective ranking of employees with identical seniority dates on their former seniority roster.

An employee absent account sickness, on a leave of absence, in a promoted status, suspended from service, or a dismissed employee reinstated to service with seniority rights unimpaired, who has sufficient seniority to hold a regular assignment as a journeyman on the date the bulletins are posted will be eligible for the benefits of this Agreement, provided the employee exercises this option within ten (10) days from the date the employee returns to service from leave of absence or returns to a position represented by the IAM. If the returning employee is not senior to the most junior regularly assigned journeyman in Maintenance of Way service working on the territory of the former D&RGW on the day the bulletins are posted the employee would not be eligible for benefits provided herein.

In the event sufficient bids are not received on the positions referred to herein, then the junior regular assigned employees working at Denver, Grand Junction and Pueblo, Colorado will be assigned to the vacancies. If the employees assigned to the positions elect not to accept these positions such employees shall not be eligible for any protective benefits contained in New York Dock Conditions.

**TO: Messrs. Reynolds, Carrillo, Hall, Mitchell, Moore, Nalley**  
**Page 3 (June 16, 1999)**

If you are agreeable to the terms of this Agreement, please indicate your approval in the space provided below.

Yours truly,

(Signed)  
D. A. Moresette

AGREED:

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

APPROVED:

(Signed)  
PRES & DRTNG GENERAL CHAIRMAN IAM&AW

**APPENDIX X**

June 16, 1999

NYD-263

Mr R L Reynolds  
Pres-Drtg Gen Chairman IAM  
111 Park Rd  
Paducah KY 42003

Mr a F Carrillo  
General Chairman IAM  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr R Moore  
General Chairman IAM  
101 East St Charles Rd  
Villa Park IL 60181

Mr T L Mitchell  
Asst to Pres-Drtng Gen Chairman  
729 Sunrise Ave Ste 502  
Roseville CA 95661

Mr D Hall  
General Chairman IAM  
1911 Main St  
No Little Rock AR 72114

Mr F D Nalley  
General Chairman IAM  
111 Park Road  
Paducah KY 42003

Gentlemen:

This has reference to Collective Bargaining Agreement effective July 1, 1999 and the Carrier's New York Dock Section 4 notice dated June 9, 1997.

This letter is in reference to our discussions concerning the utilization of employees on system and district seniority rosters.

During our discussions, it was agreed that the Carrier could work both system roster and district roster employees together on projects. It was also recognized that when system gangs are shut down, the Carrier may use those system employees in facilities on the district to work on gang equipment.

It was also agreed that effective July 1, 1999, the shop at Boone, Iowa, will no longer be considered a system shop, but will be regarded as a headquarters location within the seniority district.

If you are agreeable to the terms of this Agreement, please indicate your approval in the space provided below.

**TO: Messrs. Reynolds, Carrillo, Hall, Mitchell, Moore, Nalley**  
**Page 2 (June 16, 1999)**

Yours truly,

(Signed)  
D. A. Moresette

AGREED:

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
GENERAL CHAIRMAN, IAM&AW

(Signed)  
ASST. TO PRES-DRTNG GEN CHAIRMAN, IAM&AW

APPROVED:

(Signed)  
PRES & DRTNG GENERAL CHAIRMAN IAM&AW

**AGREEMENT**  
**Between The**  
**UNION PACIFIC RAILROAD COMPANY**  
**And The**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS AND**  
**AEROSPACE WORKERS**

=====

This refers to our discussion concerning the Carrier's desire to establish specialized positions on certain system gangs with specialized equipment to achieve maximum benefits of training resources required to fully qualify machinists for highly technical equipment the Carrier is currently acquiring. Parties further recognize that machinists currently do not have adequate access to the required training to become qualified to work on the subject equipment which is currently maintained by other forces. This Agreement provides an avenue for IAM machinists to acquire such training, skills and expertise needed to undertake the highly technical work involved with the specialized equipment such as Continuous Action Tampers.

Based on our discussion, on the effective date of this Agreement, the parties agree to establish "Specialized Equipment Technician" positions as follows with the understanding the company retains the right to determine whether such positions are utilized.

1. Specialized Equipment Technician (**SET**) positions established, will receive a \$1.50 skill differential per hour above the minimum rate of \$19.04 paid to journeymen machinists. Such differential shall be paid in the same manner as other positions established with pay differential pursuant to national and local agreements. There shall be no compounding or pyramiding of this differential with any other differential.
2. SET positions established will be filled by assigning the senior qualified bidder in seniority District No. 2. Qualifications will be determined by successful completion of the required training course for such specialized equipment. The training program is attached as Attachment "A" which may be modified by the Carrier as necessary to achieve the desired level of expertise. Employees sent to training classes shall be compensated in accordance with agreement provisions.
3. Employees assigned to SET positions, will not be allowed to exercise their seniority from such position for the duration of the gang assignment or for a period of nine (9) calendar months from the date of assignment which ever comes first. If the gang assignment is not abolished at the end of the 9-month period, the employee may elect upon a thirty (30) day written notice to his manager, with copy to General Chairman, to have his assignment abolished. Employees assigned to SET positions may only be displaced from such positions by a qualified senior employee who has the required qualifications and training for such equipment. When a force reduction occurs in a seniority district where SET positions are

established, the junior most machinist regardless of being assigned to a SET position shall be furloughed from service. In cases where an employee experiences a hardship due to the "holding" stipulation of this section, the employee may submit written request for consideration to be released from the SET assignment to his Manager and the General Chairman which shall include reasons for the request.

4. SET positions that are unfilled through the normal bidding process, will be filled by force assigning the junior qualified machinist not occupying a SET position. In the event no qualified machinist are unassigned to SET positions, then the most junior machinist in District No. 2 will be assigned to the vacant position, however, such machinist will not receive the SET differential until such time they have become qualified by successfully passing the training program.
5. SET assignments will be advertised with SET shown on the bulletin to identify that the position is a "Specialized" position established pursuant to conditions of this agreement. The bulletin will also show the type of specialized equipment that qualifies it as a SET assignment.
6. The parties recognize the importance of this agreement and therefore will arrange to meet promptly to discuss problems that may arise from time to time as to the application of the provisions of this agreement. Either party may request the other to meet and discuss issues of mutual concern upon a 30 day advanced notice. If either party is not satisfied with the outcome of the meeting(s), this agreement may be cancelled 60 days thereafter by the serving of a cancellation notice on the other party.

Since this agreement is entered into to address unique circumstances, it will not be cited by either party in any future negotiations at either the national or local levels.

**Effective this   1   day of September, 2002.**

**FOR THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE WORKERS:**

**FOR UNION PACIFIC RAILROAD  
COMPANY:**

/s/ Don Hall  
**GENERAL CHAIRMAN, IAM**

/s/ Dan Moresette  
**GENERAL DIRECTOR  
LABOR RELATIONS**

/s/ Robert Moore  
**GENERAL CHAIRMAN, IAM**

/s/ Terry L. Mitchell  
**ASST TO PRES-DRTNG GEN CHRMN IAM**

**APPROVED:**

/s/ Robert L. Reynolds  
**PRESIDENT & DRTNG GEN CHRMN IAM**

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

the

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

---

This implementing agreement is made by and between Union Pacific Railroad Company (UP), the Brotherhood of Maintenance of Way Employees (BMWE), and the International Association of Machinists & Aerospace Workers (IAM) in order to rationalize the work and employees in the Engineering Services Department on the properties of the former Southern Pacific (Eastern Lines), Missouri Kansas & Texas Railroad (MKT), Oklahoma Kansas & Texas Railroad (OKT), Southern Pacific Chicago St. Louis Railroad (SPCSL), with such employees and work on the territories of the former Missouri Pacific Railroad (MP) and St. Louis Southwestern Railroad (SSW).

IT THEREFORE IS AGREED:

Section 1.

Without prejudice to the respective positions of the parties signatory hereto, UP's New York Dock notice of July 30, 1998, is withdrawn.

Section 2.

On or after the effective date of this Agreement, UP may commence the transfer and consolidation of employees and work as set forth in this agreement by providing written notice of its intent to do so.

Section 3.

(a) Except as specifically provided in this agreement, effective at 12:01 a.m. on the date designated by UP's notice as provided in Section 2 above, jurisdiction for the performance of district work equipment mechanic work on the territories of the former SP (EL), MKT, OKT, and MP will be divided as follows:

1. Except for system rail gangs, district tie gangs, and their support gangs, all territory south of the former Texas and Pacific Railroad (T&P) line, which extends from New Orleans, Louisiana, to Sierra Blanca, Texas, will be subject to the jurisdiction of the UP/IAM collective bargaining agreement dated July 1, 1999 (hereinafter referred to as UP/IAM CBA). The UP (MP)/BMW collective bargaining agreement dated April 1, 1975, (hereinafter referred to as UP/BMW CBA) and any interpretations, understandings, and agreements connected therewith will be abrogated with respect to these territories.
- (2) The former T&P line and all territory north of that line will be subject to the jurisdiction of the UP/BMW CBA. The UP/IAM CBA and any interpretations, understandings, and agreements connected therewith will be abrogated with respect to these territories.

NOTE: For purposes of the above division of territory, the following mileposts will be the separation points as between BMW and IAM jurisdiction:

Ennis Subdivision - MP 232.00  
Midlothian Subdivision is assigned to IAM  
Ft. Worth Subdivision – MP 243.3  
Corsicana Subdivision – MP 525.0 Big (Sandy Jct.)  
Lafayette Subdivision – MP 205.2 (Iowa Jct.)  
Lufkin Subdivision – MP 230.8 (Jordan)  
Lake Charles Subdivision – MP 615.7 (Bringham)  
Beaumont Subdivision – MP 610.8 (Atchafalaya River)  
Palestine Subdivision – MP 1.1

(b) Effective at 12:01 a.m. on the date designated by UP's notice as provided in Section 2 above, maintenance of way equipment working within the consist of and specifically assigned to UP system rail gangs, district tie gangs, and their support gangs coming under the jurisdiction of the UP/BMW CBA will be repaired and maintained by BMW represented mechanics. IAM represented mechanics will not have any rights to permanently occupy any positions assigned to these gangs. When BMW gangs are working on IAM territories south of the former T&P line, IAM represented mechanics may be used to supplement the BMW represented mechanics on these gangs on a temporary basis for a period not to exceed twenty (20) cumulative work days. It is understood that in attempting to fill these vacancies, qualified apprentices will be allowed to also apply for such positions.

At present there are IAM represented mechanics working on System or District gangs located on the former SP (EL) lines. These employees will remain with these gangs until they are either abolished or moved off the former SP (EL) territory. At which

time, these positions will be bulletined to and assigned to BMWWE represented employees.

(c) On the effective date of this agreement, all IAM members referred to in Section 3(b) hereof will be given a Seniority District 6 designation. Upon abolishment of their positions or transfer of their work to BMWWE jurisdiction, such employees will exercise their District 6 seniority to the extent possible. Any IAM represented mechanics with a District 6 designation on the effective date of this agreement will not be required to take a position subject to a BMWWE collective bargaining agreement or BMWWE jurisdiction. Any IAM represented mechanic with a District 6 designation, who cannot hold a position within District 6 for any reason will be entitled to the employee protective benefits of New York Dock.

#### Section 4.

IAM represented mechanics holding headquartered positions on the territory that is being transferred to the jurisdiction of the UP/BMWWE CBA will remain subject to the UP/IAM CBA. These positions are presently part of District 6 under the UP/IAM CBA. In order to allow District 6 employees to properly position themselves, these positions will be abolished and put up for bulletin at least forty days prior to the implementation of this agreement. Those employees holding seniority on the District 6 Seniority roster and working as a work equipment mechanic will be permitted to bid to any of these positions, and assignments will be made in seniority order. If any of these positions are not filled, they will be assigned to unassigned IAM represented mechanics holding a Seniority District 6 designation in seniority order based upon the employee's preference of available positions. At the conclusion of this bidding process, only IAM represented employees assigned to the headquartered mechanic positions on the territory of the former MKT/OKT lines north of the T&P line will be given prior rights to such positions. No other mechanic with a District 6 designation will have any prior rights to any District 6 positions other than as is provided in the IAM/UP agreement of July 1, 1999. If District 6 mechanics holding prior right positions established pursuant to this implementing agreement voluntarily exercise seniority off such positions, they will forfeit their prior rights. If other prior rights IAM mechanics do not fill these positions, they will accrue to the BMWWE.

#### Section 5.

Presently there are thirty-one (31) BMWWE represented employees holding seniority on the Gulf District Work Equipment Mechanic Seniority Roster. Of these thirty-one (31) employees, thirteen (13) occupy headquartered mechanic positions. In order to allow these employees to properly position themselves, the following procedures will be followed:

- (1) At least forty (40) days prior to the implementation of this agreement, the thirteen (13) headquartered positions will be put up for bulletin. Eligible employees holding seniority on the Gulf District Work Equipment

- (2) Mechanic Seniority Roster will be permitted to bid to any of these positions, and assignments will be made in seniority order. If any of these positions are not filled, they will be bulletined a second time. Successful bidders in the first bulletining process will not be eligible to bid. If positions remain unfilled, they will accrue to District 6 IAM represented employees. At the conclusion of this bidding process, BMW E represented employees assigned to the headquarterd mechanic positions will remain subject to the UP/BMW E CBA and will be given prior rights to such positions. It is understood that if these employees voluntarily exercise seniority off the prior rights district (other than to and from District or System Gangs), they will forfeit their prior rights. If other prior rights BMW E mechanics do not fill the resulting vacancies, they will accrue to the IAM. The thirteen (13) BMW E headquarterd mechanics with prior rights will be placed on the bottom of the District 6 IAM seniority roster. BMW E represented employees who exercise their IAM seniority prior to exhausting all seniority under the UP/BMW E CBA will forfeit all BMW E seniority.
- (3) The remaining employees who are working as work equipment mechanics will be permitted to bid to and be assigned to District Tie or System Rail Gangs. Such employees will retain their seniority on the District Tie Gang and System Rail Gang rosters but will be removed from the Gulf District Work Equipment Mechanic Seniority Roster and placed on the bottom of the District 6 IAM seniority roster. BMW E represented employees, who exercise their IAM seniority prior to exhausting all seniority under the UP/BMW E CBA, will forfeit all BMW E seniority.
- (3) If any employee holding seniority on the Gulf District Work Equipment Mechanic Seniority Roster, who is either on an official leave of absence or a medical disability, elects to exercise such seniority, may displace a junior employee assigned to either the prior rights territory or a District or System gang. Such displacement will be considered an election of either Section 5 (1) or (2) above. If employees are displaced from the prior rights territory, they will be removed from the Gulf District Work Equipment Mechanic Seniority Roster and permitted to exercise any seniority they may have remaining.
- (4) In placing these employees on the District 6 IAM roster, they will be placed in the same order as they appear on the Gulf District Work Equipment Mechanic Seniority Roster. If they are furloughed, they will be considered furloughed under the UP/BMW E CBA but will be subject to recall with respect to either BMW E or IAM seniority. Failure to exercise their IAM seniority will result in forfeiture of such seniority but will not result in forfeiture of any rights they may have under either the New York Dock employee protective conditions or any other protective agreement or arrangement.

Section 6.

(a) This Implementing Agreement establishes prior rights to positions for certain employees and establishes procedures for the elimination of those positions through attrition. It is understood that BMW and IAM represented employees working on headquartered district positions may work in conjunction with each other on these prior right territories without UP being subject to claims involving jurisdiction of work. UP will not arbitrarily abolish and re-establish positions for the purpose of avoiding the application of prior rights granted in this agreement. It is understood that these prior rights arrangements will continue only until all prior right positions on the respective territories have been eliminated. It further is understood that such employees holding these prior rights will continue to work under the provisions of their respective collective bargaining agreements.

(b) To the extent employees have established seniority under different collective bargaining agreements, all service will be combined for purposes of 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 under a single collective bargaining agreement.

Section 7.

(a) The employee protective benefits and conditions as set forth in the New York Dock employee protective conditions are applicable to this transaction. There will be no duplication of benefits by an employee under this agreement and any other agreement or protective arrangement.

(b) Employees who are required to relocate as a result of the implementation of this agreement, may at their option elect the special payment provided in Attachment "A" hereto in lieu of any and all relocation benefits provided for by the New York Dock employee protective benefits.

Section 8.

A copy of this Implementing Agreement will be provided each employee holding seniority on District 6 IAM seniority roster and the Western and Gulf District Work Equipment Mechanic seniority rosters.

Section 9.

The provisions of this Implementing Agreement have been designed to address a particular situation. The provision of this agreement therefore are without prejudice to the position of any party signatory hereto and will neither be cited as precedent in the future by either party nor referred to in any other case.

This agreement will become effective the date it is signed.

Signed in Omaha, Nebraska, this 1st day of July, 2000.

FOR THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE WORKERS:

/s/D.E. Hall  
General Chairman, IAM

FOR THE CARRIER:

/s/ Dan Moresette  
General Director Labor Relations

APPROVED:

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

/s/ Robert Reynolds  
President-Drtng. Gen. Chrmn.

FOR THE BROTHERHOOD OF  
MAINTENANCE OF WAY EMPLOYEES:

/s/ Bill R. Palmer  
General Chairman, BMW

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

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

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

/s/Joe M. Ybarra  
General Chairman, BMW

APPROVED:

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

**APPENDIX Z**

Side Letter #1

July 1, 2000

L/R File: NYD-292

Mr. D. E. Hall  
General Chairman, IAM  
203 Dakota Drive, Suite C  
Cabot, AR. 72023

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

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

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

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

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

Gentlemen:

This is in reference to the agreement of July 1, 2000, providing for the rationalization of work equipment mechanic work between your respective organizations..

During the negotiations of this agreement, it was suggested that upon the completion of the bidding process, as provided in Sections 4 and 5 of the agreement, a list would be provided to each organization setting forth the successful bidders to the prior right positions and the position and location of their assignment. It further was suggested that the list also include the individual, assignment and location of the remaining IAM and BMW mechanics that were not successful in attaining one of the prior right positions.

The Carrier agreed to provide such a letter.

Yours truly,

W. E. Naro  
General Director Labor Relations

**APPENDIX Z**

Side Letter #2

July 1, 2000

L/R File: NYD-292

Mr. D. E. Hall  
General Chairman, IAM  
203 Dakota Drive, Suite C  
Cabot, AR. 72023

Dear Sir:

This is in reference to the agreement of July 1, 2000, providing for the rationalization of work equipment mechanic work between your respective organizations.

During our discussions of Section 3(b), you expressed a concern that the Carrier could simply bulletin all machines to the system or districts gangs and thereby avoid the application of the implementing agreement in its entirety. Section 3(b) states that only such positions "working within the consist of and specifically assigned to UP system rail gangs, district tie gangs, and their support gangs" will be assigned to BMW representative mechanics.

While the same types of equipment might be found in both areas, the respective gangs serve different functions. Machines assigned to system rail, district tie, and their support gangs are generally involved in construction or large production projects. Machines assigned to the various Directors of Track Maintenance historically have been utilized for small projects or routine maintenance. They also are assigned to different departments and budgets.

You were advised that the Carrier will not change this historical distinction between system rail and district tie and local operations for the purpose of avoiding the application of this agreement.

Yours truly,

D. A. Moresette  
General Director Labor Relations

Side Letter #3

May 23, 2000

L/R File: NYD-292

Mr. D. E. Hall  
General Chairman, IAM  
203 Dakota Drive, Suite C  
Cabot, AR. 72023

Dear Sir:

This is in reference to the agreement of May 9, 2000, providing for the rationalization of work equipment mechanic work between your respective organizations.

It is understood that if any employees represented by IAM is adversely affected as a direct result of the implementation of this agreement, such employees, regardless of their location on the Union Pacific system, will be entitled to the employee protection of New York Dock.

Additionally, only thirty-one (31) BMWWE represented employees will be placed on the bottom of the IAM District 6 Seniority Roster with a seniority date as of the effective date of the July 1, 2000, agreement.

If this confirms our understandings, please sign in the space provided below.

AGREED:

Yours truly,

/s/D.E. Hall  
General Chairman, IAMAW District 19

D. A. Moresette  
General Director Labor Relations