

**AGREEMENT**  
**BETWEEN THE**  
**UNION PACIFIC RAILROAD COMPANY**  
**AND THE**  
**UNITED TRANSPORTATION UNION**  
**(SP WEST)**

In Finance Docket No. 32760, the Surface Transportation Board (STB) approved the merger of Union Pacific Railroad Company/Missouri Pacific Railroad Company (Union Pacific or UP) with the Southern Pacific Transportation Company, the SPCSL Corp., the SSW Railway and the Denver and Rio Grande Western Railroad Company (SP). In approving this transaction, the STB imposed the New York Dock Labor Protective Conditions.

The parties understand that this document is the result of voluntary negotiations outside of merger negotiations and that the provisions entered into below are separate and apart from merger notices. Complete negotiations beginning with the service of notice under New York Dock conditions must still be handled for each merger area and those requirements are not waived by this Agreement. However, in order to reach a mutually satisfactory understanding for the handling of future UP/UTU SP West negotiations with regards to the collective bargaining agreement that will be selected by the Carrier and to equalize many of the pay and work rules on the UP system,

**IT IS AGREED:**

**I. MUTUAL COMMITMENT**

A. Union Pacific agrees that the SP-West UTU collective bargaining agreement (CBA), as amended by this Agreement, will be the governing collective bargaining agreement for the following territory: Starting either with the Portland Hub (as defined in the applicable merger implementing agreement/award) and The Dalles or one crew change point south out of Portland and The Dalles; to Elko, Nevada; to Yermo, California, and ending either one crew change point west out of El Paso or one crew change point northeast, east and southeast out of El Paso.

NOTE: The trackage between Barstow, California and Mojave, California will be joint trackage for both SP and UP South employees until that area is under a single collective bargaining agreement.

B. SP-West UTU agrees the collective bargaining provisions set forth below, in Sections II- XI and attachments (A-E) will constitute agreed-upon changes to the SP-West UTU collective bargaining agreement.

## **II. PROTECTION**

A. All- SP West trainmen/switchmen (not including UP borrow outs on the SP) with a seniority date prior to June 1, 1997, working under the provisions of the SP-West UTU CBA as amended, will receive one test period average (TPA) composed of two parts - one part based on the employee's wages for calendar year 1996 and one part based on the employee's productivity fund payments earned in the productivity fund year 1996, if any. The wages part of the TPA shall be computed in accordance with the provisions of New York Dock. The total amount, wages plus productivity fund payments will be divided by twelve (12) to achieve a monthly TPA.

NOTE 1: In accordance with New York Dock, an employee's TPA will not include certain taxable and non- taxable items such as but not limited to relocation, lump sums, lump sum claims settlements, protection payments and away-from-home meal allowances. It will include the \$12.50 for in lieu meal allowances.

NOTE 2: Without prejudice to either party's position, the 1996 TPAs will include claim settlements paid in that year, including penalty payments, whether attributable to that test period or not. During the protective period, similar payments will be used as an offset to the monthly protection. This does not include lump sum claim settlements such as, but not limited to, the electric switch settlement nor the other items referred to in the Agreement and the letter included as Attachment "F" hereto.

B. Each employee who receives a TPA under Section II(A), above, will be automatically certified as a protected employee at the time of implementation of this amendment to the SP-West UTU Collective Bargaining Agreement. This protection shall be known as "Interim protection" and shall apply until the employee is covered by a New York Dock implementing agreement/award. Interim protection shall apply to all employees regardless of whether pre-July 9, 1990 crew consist protected or not. (See Paragraph F, below, for protection coverage after the employee's New York Dock protective period expires.) Any protection afforded because of this section and which occurs prior to the beginning of an employee's New York Dock protective period under a separate New York Dock implementing agreement/award, will be separate and apart from that protection and will not be used as an offset against the employee's New York Dock protective period.

### **EXAMPLE**

	Emp A* @	Emp B* @	Emp C#	Emp D* @
Date of Hire	5/20/78	6/13/62	4/10/94	7/7/67
Eff. Date of Agmt	11/1/97	11/1/97	11/1/97	11/1/97
Date of Interim Prot	11/1/97	11/1/97	11/1/97	11/1/97
Date of Mer Imp Agmt	12/1/97	1/1/98	4/1/98	8/1/98
Merger Protection	NYDock	NYDock	NYDock	NYDock
Exp of NY Dock	12/1/03	1/1/04	4/1/02	8/1/04
Crew Consist Prot	Yes	Yes	No	Yes

\*Crew Consist Protected employee

@NYDock protection for 6 years (based on length of service with a maximum of 6 years of service)

#NYDock protection for 4 years (based on length of service with 4 years of service)

The purpose of this example is to show that the interim protection is not offset against the number of years entitled under New York Dock.

C. Employees now covered by a protective arrangement may elect to continue coverage under that arrangement consistent with the New York Dock labor protective conditions.

Note : In accordance with Paragraph C, above, employees eligible for Peninsula Commute Service (PCS) or Siskiyou labor protection may elect to retain that coverage and convert to the protection afforded by this agreement upon expiration of the PCS or Siskiyou protection. (Employees who elect that protection shall remember that productivity funds have been converted to protection under this agreement and are not available under PCS and Siskiyou protection).

D. Each SP-West employee who worked a minimum of 150 yard shifts in 1996 as a regularly assigned yard employee will have that portion of his/her TPA that is based on calendar year 1996 wages increased by 14.82%. This is a one-time adjustment to equalize SP yard rates with National yard rates and will only apply to those SP-West employees who meet the requirements set forth in this Paragraph D. This increase will not apply to that portion of the TPAs based upon productivity fund payments.

E. Each SP-West UTU certified employee's TPA (wages plus productivity fund) will be subject to change based on future wage and COLA adjustments. The time period for computing such changes will begin with the implementation of this Agreement and shall run for the length of the employee's New York Dock protection. If this Agreement is initialed prior to August 14, 1997, then the July 1, 1997 National Increase shall apply if this Agreement is subsequently approved.

F. After expiration of the employee's New York Dock protective period, each pre-July 9, 1990 crew consist protected SP-West UTU employee will continue as a Crew Consist Protection protected employee for the employee's remaining employment in the craft of

trainman/switchman subject to the following: the employee's TPA will be at the amount of the employee's final protection rate established in accordance with Paragraph E, above, and shall not be subject to future increases. The handling of crew consist protection payments and offsets will continue to be handled in the same manner as under New York Dock as detailed in this Agreement.

G. The TPAs for full-time and part time union officers will be based on the officer's own TPA or a TPA average derived from the two employees directly above and the two employees directly below the official, working at the official's normal work location and on the official's seniority roster. In calculating such an average, UP will "de-select" any employees with unusually low or high earnings. Full time and part time union officers are defined as General Committee and Local Committee officers.

H. All protection afforded and referenced in this Article II will be income (wage plus productivity fund where applicable) protection only. There will be no hours computation/hours protection for any afforded/referenced protection. Protection offsets are set forth in the Q&A's.

I. Employees will be eligible for the interim protection upon implementation of this Agreement. They shall become eligible for New York Dock and Crew Consist Protection only upon implementation or imposition of the negotiated merger proposal for each Hub, and if the SP-West agreement is applicable in that Hub after the merger. The parties agree to use best efforts to achieve a negotiated settlement.

### **III. NATIONAL WAGES AND RULES**

A. SP-West UTU wage rates will now equal the national wage rates. (A copy of those wage rates is attached as Attachment E.) Previous lump sum payments provided for in the November 11, 1991 and May 8, 1996 National Agreements will not be made; however, future lump sum payments will be made in accordance with national agreements.

B. All provisions of the November 11, 1991 and May 8, 1996 National Agreements will apply to territory governed by the SP-West UTU collective bargaining agreement unless specifically provided for in this Agreement. Agreement provisions which will apply include, but are not limited to, the following: Promotion to Conductor, Expenses Away from Home, Road/Yard Work, Special Relief-Customer Service-Yard Crews, Interdivisional Service and Basic Day.

C. The current SP-West UTU eating rule will apply for local and road switcher service. Yard service will be governed by the national standard for eating in yard service. The Carrier will continue to pay the \$12.50 in lieu of allowance for pool freight runs until an area has been finalized in the merger with an agreement or award. Once an area has been incorporated in a merger Hub, then the national \$1.50 in lieu of allowance will be paid on all pool freight runs.

D. All current employees (employees working in train/yard service at the time of

implementation of this agreement) will have the entry rate provisions waived and will be paid at 100% of the National wage rate.

E. All new hires after the date of implementation will be subject to the following: entry rates will start at 85% of the national rate provided for in Section III(A), above, for first-year employees; at 90% for second-year employees; at 95% for third-year employees; and, at 100% for fourth year employees. These employees will be entitled to the 5% bump for promotion as provided for in Article VIII of the May 8, 1996, UTU National Agreement. Employees promoted to another craft will not restart their protection.

F. Current employees will retain the 100% entry rate of pay percentage at the time of promotion to another craft.

G. The SP-West UTU collective bargaining agreement will be subject to the National Moratorium set forth in the May 8, 1996, National Agreement, and all local notices and re-opener provisions in conflict with that Moratorium are null and void.

#### **IV. CREW CONSIST**

A. Because of the extended protection for crew consist protected employees provided for in Section II, above, all SP-West UTU special allowances and productivity fund payments will cease with the implementation of this Agreement.

B. (1) The standard crew for all through freight and for all hours-of-service relief will be one (1) conductor. There will be no car count or train length limitations in the operation of crews with one (1) conductor. There will be no car count, train length or work event restrictions of any type in the operation of crews with one (1) conductor/foreman and (1) brakeman/helper

(2) Trains operated with a crew of one (1) conductor will be restricted to no more than three work events en route between the initial and final terminals, subject to the following:

- a. A work event is considered to be a straight pick-up or set-out.
- b. Picking-up, setting-out or exchanging one or more locomotives and setting-out a bad order car shall not be considered a work event.
- c. Work performed in the initial and/or final terminal will be governed by applicable rules, including all national rules.
- d. Should a conductor be required to exceed three work events en route between terminals, the conductor shall also be paid the missing brakeman's wages. Only one such payment will be made regardless of the number of excess work events performed.

(3) The standard crew for local and road switcher service will be one (1) conductor and one (1) brakeman.

(4) The standard crew for yard service shall be determined according to the

following:

- a. The Carrier may operate the same percentage of yard jobs foreman-only in a merged hub as it was entitled to operate foreman-only on May 19, 1997.

**EXAMPLE:** In the merged Los Angeles Hub, prior to merger UP had 30 switch engines and under the agreement was entitled to operate all 30 foreman-only. In the same merged hub, prior to the merger SP had 60 switch engines. In the merged Los Angeles Hub, the carrier may operate one-third of the switch engines foreman-only.

- b. The Carrier may establish utility positions in accordance with Attachment "A" to this agreement which may assist any number of both road and yard assignments at any location within a hub.

(5) The standard crew for non-revenue (including work train) service will be one (1) conductor/foreman. If the local chairman for the territory involved believes the assignment warrants a crew of one (1) conductor/foreman and (1) brakeman/helper, the local chairman and the local carrier officer responsible for that territory will conduct a joint check of the assignment to determine if a brakeman/helper is needed. If unable to agree, the criteria shall be that a brakeman/helper shall be needed if the assignment works four (4) or more hours on the ground or riding the outside of the equipment.

## **V. DISABILITY/LIFE INSURANCE/MEDICAL**

A. All current SP-West UTU employees and subsequent new-hire employees who will work under the SP-West UTU collective bargaining agreement will be covered for medical benefits by the applicable National Plan (health, dental and, as of 1/1/99, vision).

B. Current SP-West UTU employees will continue to receive the disability and life insurance coverage now afforded them under the UTU SP-West collective bargaining agreement, if any, subject to Section C, below, for six years from January 1, 1998, whether a merger implementing agreement is or is not reached for each hub. Those former SP-West trainmen (Salt Lake - East) who transferred to the Salt Lake City Hub will continue their disability for the same period so the group benefit ends on the same day. After the end of the six year protective period, the disability and life insurance policies will be eliminated from the SP-West UTU collective bargaining agreement, unless otherwise provided. It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock. This Agreement will not be cited by any party in any other negotiations or proceedings.

C. The SP-West UTU agreement covering disability premium payments will be upgraded to \$63.10 This is not a guarantee for benefit levels; it is only a guarantee for the amount of premium paid by the carrier per employee. Such payments will cease in accordance with Section V(B), above.

D. The UTU Committee may discuss joining the Union Pacific Employees Health Systems (UPEHS). The Carrier agrees that is a matter between the UTU and UPEHS.

## **VI. EXTRA BOARDS**

A. The seniority extra board and no-bid vacancy rules will be amended as follows:

1. All seniority extra boards will become rotary extra boards working first-in, first-out.
2. Whenever a vacancy goes no-bid, the Carrier may fill that vacancy from the reserve board if available, or then the senior furloughed employee. If none available, then the junior employee on the extra board covering that position will be assigned. Vacancies on the extra board will be filled from the reserve board or the senior furloughed employee.

B. Extra Board types, guarantee rates and rules shall be as set forth in Attachment "B" to this agreement.

## **VII. ROTARY POOL FREIGHT SERVICE**

A. All through freight service will be rotary pool freight service with blue print board provisions for placing employees in the proper order at the home terminal and at the far terminal. Blue Print provisions are attached hereto as Attachment "C" and will be applicable as each merger Hub is implemented. Employees are not runaround if used on the train for which called.

B. Assigned pool freight conductors will be allowed to trade pool turn positions with other conductors in the same pool subject to the following conditions:

1. The UTU Local Chairman or their designated representative shall submit the request to Carrier's CMS on behalf of the conductors wishing to exchange pool turns.
2. Both conductors shall be at their home terminal when the request is made in order to avoid any disruptions to the operation of the pool. However, an exchange may be made where one conductor is on vacation provided the vacation turn is vacant or concurrence is reached with the conductor temporarily assigned.
3. A trade may be made at any time up to call time provided the conductor who must accept the call is rested and available. A conductor may initiate only two trades per year.
4. No time claims involving runarounds or other penalties arising out of the trading/exchanging of turns under these provisions shall be progressed

by or in behalf of any employee.

5. It is the intent of the parties that conductors will limit the use of these provisions to those situations in which they would otherwise have no choice and would be required to miss their turn.

## **VIII. CLAIMS SETTLEMENT**

A. All time claims and grievances of record (a time claim or grievance of record is a time claim or grievance that has been denied by the carrier at any level, including Timekeeping; any claims involving the GRIDPAD arbitration and any claims involving gainsharing) submitted by either an employee or by the UTU as of December 31, 1996, will be settled and resolved by the payment of \$3700.00 to each SP-West UTU employee who performed service as a trainman/switchman between January 1, 1990 and December 31, 1996, and who is still in active service with the Carrier or who retired in 1997.

NOTE: It is possible time claim and grievance settlements will be reached with other organizations. Should any individual be entitled to a time claim and grievance settlement payment under this Agreement and under any other agreement, the maximum amount due such an individual will be \$3700.00.

B. This settlement does not cover outstanding discipline, medical and non-monetary (such as seniority disputes) cases but covers all other time claims and grievances and gainsharing claims, including those cases which have been docketed for arbitration but not argued and those cases argued at arbitration but where no decision has been rendered.

C. This settlement is final and binding and is made with prejudice regarding the GRIDPAD and gainsharing claims and hereinafter the organization shall not file nor progress any GRIDPAD or gainsharing claims. This settlement is without prejudice or precedent to either party's position with regard to the subject matter of all other time claims and grievances and will not be cited by either party in any future claims conferences, arbitration or negotiation.

D. Since the settlement of all time claims and grievances of record will create a new environment for the grievance process, the following will apply:

1. Formal local conferences are eliminated, however, local chairpersons are encouraged to handle claims and other issues directly with the Carrier's designated Labor Relations managers, assistant managers and labor relations officers; and,
2. The Carrier will no longer reimburse local chairpersons/union officials or employees for attending time claim/grievance conferences.

3. The SP local chairpersons will have access to Carrier records in a manner consistent with UP local chairpersons. Access will be available from home if the Local Chairperson owns sufficient technology, or at the on-duty point.

## **IX. REGION/SYSTEM AND RESERVE BOARDS**

A. All current SP-West UTU train/yard service employees will retain “no furlough” status. Employees transferred to SP-West UTU collective bargaining agreement control as a result of a UP/SP merger implementing agreement and all new hires will not have such status. The Region/System Board Agreement will continue until an agreement or award is reached for each separate merger Hub and then a reserve board agreement will apply to that Hub using the provisions found in Attachment “D” to this agreement. Those provisions will include reserve board eligibility for SP-West UTU employees now entitled to “no furlough” status.

## **X. 401K PLAN**

The current SP-West UTU 401K Plan will no longer be available for future deposits for monies paid after the close of business December 31, 1997. The current UP 401K Plan applicable to train service employees (road and yard) will apply to SP-West UTU train service employees (road and yard) after that date. The parties are negotiating agreements merging the 401K plans.

## **XI. MORATORIUM**

Articles II-Protection and IV-Crew Consist and Attachment (D) are covered by a separate moratorium than the one described in III (F). Since they are in part, crew consist related, the provisions of these two articles and attachment are not subject to change through the Railway Labor Act Section 6 process prior to the attrition of all crew consist protected employees. This does not prevent the parties from voluntarily entering into agreements to modify these provisions.

## **XII. IMPLEMENTATION**

This agreement will be effective in two parts. Article I - Mutual Commitment, Article II - Protection, Article III - National Wages and Rules, Article IV - Crew Consist, Article V - Disability/Life Insurance/Medical, Article VIII - Claims Settlement and Article XI - Moratorium shall become effective on the first day of the first month following notification from the UTU this Agreement has been approved so long as ten (10) days' notice is given the Carrier. The Carrier will begin processing the claim settlement checks as soon as possible. In order to give Timekeeping and CMS sufficient time to make the necessary

programming changes, the remaining articles shall be effective on the first day of the first payroll period following a ten (10) days' notice by the Carrier to the UTU.

**XIII. SAVINGS CLAUSE**

Should any portion of this Agreement including attachments or any of the attached Questions and Answers conflict with the SP-West UTU collective bargaining agreement, this Agreement shall govern.

Signed at San Francisco, California, this \_\_\_\_\_ day of October, 1997.

FOR THE ORGANIZATION:

FOR THE CARRIER:

\_\_\_\_\_  
General Chairman UTU

\_\_\_\_\_  
AVP Employee Relations

\_\_\_\_\_  
Vice-President UTU

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

**QUESTIONS AND ANSWERS**

Q1. Will Article XXVI (Plant Rationalization) and Article XXVII (Scope Rule) remain as part of the UTU SP-West collective bargaining agreement?

A1. No. Both of those articles will be eliminated with the implementation of this Agreement.

Q2. When an employee is force-assigned to a no-bid position under Article VI(A)(2), how long will the employee be required to stay on that assignment?

A2. The employee will remain on the assignment in accordance with existing agreement

provisions.

- Q3. Under Article VIII(A) (Claims Settlement), what constitutes “active service with the Carrier ?”
- A3. An employee who is working for Union Pacific Railroad Company or who is on a bona fide leave of absence or who is dismissed and later reinstated.
- Q4. Under Article IX (Region/System and Reserve Boards), what is a “current SP-West train service employee” for purposes of the “no furlough” status?
- A4. A current employee for “no furlough” status is an employee holding seniority on the SP-West trainman/switchman roster prior to the effective date of this agreement. The “no furlough” status will only be applicable when working in train/yard service and not in other crafts or non-agreement assignments.
- Q5. Under Article III(D) (National Wages and Rules), will employees on bona fide leaves of absence, dismissed and later reinstated, etc. receive 100% of the National Wage Rate as provided for in that section?
- A5. Such employees, upon return to service, will be compensated at 100% of the National Wage Rate.
- Q6. Will all SP-West trainmen-switchmen (not including UP borrow outs on the SP) with a seniority date prior to June 1, 1997, working under the provisions of the SP-West UTU collective bargaining agreement who are on a bona fide leave of absence or dismissed and later reinstated be eligible for protection under this agreement upon return to active service ?
- A6. Yes. The TPAs for such employees will be calculated in accordance with the procedure set forth in Paragraph G of Article II.
- Q7. In Article V, will employees on a bona fide leave of absence or dismissed and later reinstated be considered “current SP-West employees” who are now eligible for the disability and life insurance coverage provided for in that paragraph?
- A7. Yes, upon return to service if previously eligible and entitled to those benefits.
- Q8. How will the TPA be calculated for an employee who has less than 12 months compensated service in 1996.
- A8. Standard New York Dock conditions will apply. If the employee has more than twelve months service but was off for an entire month then the next previous month with earnings is used, if an employee only had nine months total service then the total is divided by nine.
- Q9. Is compensation referred to as “in lieu of” vacation for employees assigned to Region/System Boards excluded from an employees’ TPA?
- A9. No. Such compensation is not a double payment and will be included in an employee’s TPA.

Q10. How will reductions from protection be calculated?

A10. In an effort to minimize uncertainty concerning the amount of reductions and simplify this process, the parties have agreed to handle reductions from Interim, New York Dock and Crew Consist Protection as follows:

1. Pool freight assignments - 1/15 of the monthly test period average will be reduced for each unpaid absence of up to 48 hours or part thereof. Absences beyond 48 hours will result in another 1/15 reduction for each additional 48 hour period or part thereof.
2. Five day assignments - 1/22 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/22 reduction for each additional 24 hour period or part thereof.
3. Six and Seven day assignments - The same process as above except 1/26 for a six day assignment and 1/30 for a seven day assignment.

NOTE: Assigned rest days for five and six day assignments and Region/System Boards will not be used to offset protection payments.

4. Extra board assignments - 1/30 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/30 reduction for each additional 24 hour period or part thereof. Absences on the extra board shall be calculated from the time of unavailability (layoff, missed call, etc) until the next time called for service. For example: If an employee lays off on Monday at noon, marks up the next day Tuesday and does not work until 2AM on Wednesday then they shall be off for protection purposes for thirty-eight (38) hours and shall be deducted 2/30 of their protection.

Q11. Due to the claim settlement in Article VIII(A), how will TPAs be calculated?

A11. The lump sum claim settlement will not be part of the TPA nor the electric switch lump sum settlement. However, claims paid in the normal claim handling of 1996 will be included if applicable.

Q12. When implemented what happens to Productivity Funds on deposit?

A12. They shall be paid out in the normal manner.

Q13. Upon implementation or imposition of the negotiated merger proposal for each Hub what protection options will an SP-West trainman/switchmen have?

A13. An SP-West trainman/switchmen will have to elect between the protection provided in the negotiated merger proposal and what is negotiated in this Agreement with respect to wage protection. Any relocation protection will be covered in the merger

proposal.

- Q14. How will post October 31, 1985 trainmen/yardmen who are forced or who make application to engine service after the effective date of this agreement be treated for protection?
- A14. They will be treated as holding the highest rated position available when holding the highest rated position in engine service they can hold.
- Q15. How will pre-October 31, 1985 trainmen/yardmen be treated for protection when they make a voluntary application and work in engine service?
- A15. They will not be treated as holding the highest rated position when working in engine service unless the engine service position is higher paying than any train service position they could have held.

## ATTACHMENT A

### UTILITY POSITIONS

Utility positions may be established under the following conditions:

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

- C. Utility positions will be paid the applicable foreman's rate of pay.
- D. If a Utility position is called extra at the same yard or outside point and in the same starting time bracket for the yard and within one and one-half hours for outside points for four (4) consecutive days, the position shall be bulletined as a regular utility assignment.
- E. Utility positions established in yards shall be governed by yard starting time rules, where applicable. Utility positions established at outside points shall be governed by starting time rules governing locals or road switchers, if any. The five (5) day work week provisions shall apply to assignments established in yards and assignments established at road points may be established for 5,6 or 7 days with the days being consecutive.
- F. Utility positions established in yards will be restricted to the road/yard service zone limits established by applicable National Agreements, currently 25 miles. Utility positions established at outside points will be governed by road limits of 25 miles in all directions. Employees assigned to Utility positions will not be required to drive their own vehicles within these limits while performing their duties.
- G. If an employee assigned to or working a Utility position is assigned to a crew because a conductor/foreman or brakeman/helper has failed to show for work or has gone home sick, the Utility person shall remain with the crew for the remainder of the shift. The Utility person shall be paid the rate of the position worked or of the utility position whichever is greater.

#### Questions and Answers for Attachment A Utility Positions

- Q 1. What facilities must be at the location of the utility assignment?  
A 1. The same facilities that are required for a yard crew or local/road switcher.
- Q 2. Must the Utility position have the same on and off duty point?  
A 2. Yes.
- Q 3. Can this assignment work alone?  
A 3. The purpose of this assignment is to expedite traffic by assisting other crews. In performing those duties, the Utility assignment is intended to be attached to or work in concert with another crew. The Utility assignment shall be assigned to only one crew at a time and shall be in personal, radio, signal or other contact with the crew it is assisting prior to performing duties for or in conjunction with that crew.

- Q 4. Can you give some examples to answer 3?  
A 4. A Utility person may be required to do whatever a brakeman/helper could do when instructed to do so by the conductor/foreman.
- Q 5. What impact does the utility person have on the calculation of work events?  
A 5. None.
- Q 6. May a Utility person assist crews from more than one seniority district?  
A 6. Yes. In some locations crews from different seniority districts will perform work. A Utility person who holds seniority at such a location may assist any crew that operates into, out of and/or through that location.
- Q 7. If a Utility person is attached to a crew and the crew is entitled to an arbitrary payment will the Utility person also receive the arbitrary?  
A 7. Yes, if their seniority date would have qualified them for the payment if they had been a regular assigned member of the crew.
- Q 8. May a Utility person be used off of their seniority district?  
A 8. Yes, if current agreements permit the crew he/she is working with to be so used. For example, a yard crew may be used within the road/yard zone in accordance with the National Agreement even if it is outside their seniority district and a Utility person working with that crew may also be used in the same manner as part of that crew.
- Q 9. If a Utility person is assigned in accordance with paragraph (G), does he/she lose the Utility person designation?  
A 9. Yes, the Utility person would then be part of another crew and could no longer act as a Utility person.
- Q 10. Is the answer to Question 9 intended to apply to road assignments?  
A 10. No the provisions are not intended to supersede or circumvent applicable vacancy procedures for road assignments. The provisions are not intended to have Utility positions go beyond the mileage or road/yard zone limitations.
- Q 11. If a conductor/foreman fails to show or has gone home sick and a brakeman/helper is assigned to the job and the Utility person is assigned who becomes the conductor/foreman?  
A 11. The brakeman/helper if qualified; otherwise, the utility person.
- Q 12. Is the Carrier required to assign the utility person as a permanent member of a crew in the above situation?  
A 12. No.
- Q 13. How will a Utility person know whether they are assigned to a crew or just assisting a crew in that situation?

- A 13. They will be so instructed by a supervisor. Should any doubt arise the utility person should specifically ask. If so instructed he/she should contact CMS at the first opportunity and advise that they have been made part of the crew and should so indicate on their time record when tying-up.
- Q 14. If an assignment is bulletined or called with a crew comprised of a conductor and one brakeman or a foreman and one helper may the Carrier operate this assignment as two assignments?
- A 14. No.
- Q 15. Does the presence and/or attachment of a Utility position affect the answer to Question 14?
- A 15. No.
- Q 16. What assignments may be assisted by a road Utility position and/or a yard Utility position?
- A 16. The road and/or yard Utility positions may assist both road and yard assignments.
- Q 17. What seniority will be used for filling Utility assignments?
- A 17. Yardman's seniority in a yard and brakeman's seniority for road assignments.
- Q 18. May relief Utility positions be established?
- A 18. Yes, at the same location on the road unless mutually agreed otherwise or in the same terminal.
- Q 19. When will road or yard Utility positions qualify for overtime?
- A 19. In accordance with applicable yard overtime agreement provisions.

## ATTACHMENT B

### GUARANTEED EXTRA BOARDS

I. Conductor, brakemen and yardmen extra boards that currently exist shall continue to exist during the interim period; however, they shall be subject to the provisions of Articles II-VIII of this Attachment B.

Note: Extra Board coverage, consolidations and locations shall be further handled in each of the merger Hub negotiations, however, the types of extra boards, pay and layoff provisions shall be as provided in this Agreement.

II. The guarantee on these extra boards shall be as follows:

A. **Combination brakeman/switchman  
or separate brakeman**

1925 miles per pay period at the

brakeman's basic local freight rate of pay for the 1-80 car bracket.

**B. Yardman**

11 days per pay period at the 5-day yard helper rate of pay.

**C. Conductor or Conductor/brakeman or Conductor/brakeman/switchman**

1925 miles per pay period at the conductor's basic local freight rate of pay for the 1-80 car bracket.

These rates of pay are subject to all subsequent adjustments in wages and COLA.

III. Payment of the guarantee will be made in the payroll half following the payroll half in which the guarantee payment was incurred.

IV. The Reserve Board, as provided for in Article IX of this Agreement, will not be used to supplement the guaranteed extra boards.

V. All guaranteed extra boards (GXB) will be regulated by the Carrier subject to the obligation of the Carrier to keep a sufficient number of employees on such boards to permit reasonable absence privileges (including personal leave and vacation). In that regard, Carrier agrees to maintain a minimum number of extra board employees equal to twenty percent (20%) of the assignments (positions) protected by such board.

VI. Employees shall take promotion to conductor as follows:

A. All employees must take promotion to conductor subject to the following: A pre-October 31, 1985 employee who can hold any job other than a conductor's position will not be obligated to take the conductor's examination. If, however, the employee is later unable to hold such a position, the employee will be given thirty (30) days in which to take promotion. Failure to do so will disqualify the employee from holding a position. When conditions exist that require an employee to take the conductor's examination, such employee will also be subject to any penalties that may be imposed through the National Agreement. Employees cannot use this provision to allege that lack of promotion keeps them from holding a higher paying position for purposes of protection. For example, a brakeman cannot pass up promotion and if unable to hold any position claim a dismissal allowance. The employee would be treated as holding a conductor's position. All post-October 31, 1985 employees must take promotion to conductor at the earliest opportunity.

B. The Carrier will hold promotion classes on a regular basis to provide the opportunity for non-promoted trainmen to qualify. Mileage and/or time limits as a brakeman/yardman that may have existed previous to the 1991 National

Implementing Agreement governing promotion are no longer applicable.

- VII. A. All earnings received by an employee assigned to a guaranteed extra board will be used in computing the employee's guarantee. Time claim payments for periods of time when not assigned to a guaranteed extra board will be paid in addition to guarantee payments made to an employee. Penalty claim payments due employees assigned to a guaranteed extra board will be paid in addition to the earnings received as a guaranteed extra board employee. Such computations will not include non-taxable income such as meal, lodging and personal auto mileage payments. Protection payments are not considered earnings for computing extra board guarantee. All guarantee payments will be calculated and paid prior to protection being calculated and paid.
- B. A GXB employee standing first out who lays off, lays off on call, misses call or is not available for call will have the guarantee reduced by the amount he would have earned had he not laid off on call, missed call or not been available for call with a minimum reduction of one guaranteed day.
- C. An employee who lays off when other than first out will have his guarantee reduced by one (1) day for each 24-hour period or portion thereof.
- D. An employee assigned to a GXB who is unavailable for more than two (2) occurrences per pay period or who is unavailable for more than eighty-four (84) combined hours per pay period, will forfeit his guarantee for that pay period. Elected union representatives who are unavailable because of union work will not be subject to this Section (D) but will be covered by Section (E) of this Article VII of Attachment B.
- E. An employee who misses a call as a result of another GXB employee laying off on call, missing call or not available for call when that other GXB employee is first out will have his guarantee reduced by one (1) day for each 24- hour period or portion thereof.
- F. The guarantee reductions shall not apply for absences due to Bereavement Leave, Personal Leave Days, Vacations, Rules Classes, Jury Duty, Physical Examinations or other instances where the employee is held at the instruction of the Carrier.
- VIII. A. An employee added to a GXB will be paid a guarantee for the day added provided the employee meets the availability requirements of this Agreement. All earnings made on the day added will be included in the computation of the guarantee. Guarantee will not be paid to an employee on the day reduced from a GXB if notified by 1:30 P.M. If an employee is reduced from a GXB but is not notified by 1:30 P.M., then the employee will be paid the guarantee for that day unless the employee voluntarily bid off the GXB.
- B. All guarantee compensation paid to employees will be considered as service rendered for vacation pay and qualification purposes.

ATTACHMENT C  
BLUEPRINT POOL PROVISIONS

The following shall govern pool freight crews:

- I. Pool freight crews who are run around by other pool freight crews in the home terminal, or en route between the home terminal and far terminal will, upon arrival at the far terminal be given the same relative position on the list that they held prior to leaving the home terminal, except that crews who become first out before having required rest shall stand first out after rest period, and upon return to home terminal shall be given the same relative position on board as was held prior to leaving the home terminal on the last trip.
- II. Pool freight crews who are run around by other pool freight crews in the far terminal, or en route between the far terminal and the home terminal, will upon arrival at the home terminal be given the same relative position on the list at the home terminal that they held prior to leaving the far terminal except as provided in I, above.
- III. Crews requesting extra rest in accordance with the rest rule will retain their position on the blue print board. In the event the crew is run around during the rest period, they will be placed first out at the expiration of their rest period.

IV. At the time of pool adjustments, crews added to the pool in accordance with schedule rules will not be considered as run around when other pool crews arriving at the home terminal are placed ahead of them under the provisions of this Agreement.

V. Upon arrival at the home or far terminal, trainmen who have been run around as indicated in paragraphs I and II, will notify proper officer as to their standing on the list at those points. The Carrier will not be subjected to penalty payments because trainmen fail to furnish information or furnish incorrect information. This does not, however, estop the Carrier from taking disciplinary action when it is developed the employees have furnished incorrect information. In addition no runarounds will be claimed because crews were not called or depart in accordance with the agreement because of that incorrect information.

VI. Merger implementing agreements/awards will handle mark up provisions for pools with multiple destinations.

## ATTACHMENT D

### RESERVE BOARDS

I. The Carrier shall establish two levels of Reserve Boards for eligible employees working under the SP-West UTU Agreement. These Reserve Boards will be known as regular and ready reserve boards.

II. To be eligible to occupy either of these two reserve boards, an employee must have a seniority date on the SP-West pre-merger roster prior to June 1, 1997 and must be working in train/yard service at the time application is placed for one of the reserve boards. Employees who are on the roster but not working in train/yard service must, upon returning to train/yard service, work a minimum of sixty (60) days in train/yard service prior to becoming eligible for a reserve board position.

III. Reserve Board positions are not available to employees hired subsequent to June 1, 1997. If employees currently working under another UP agreement come under the provisions of the SP-West UTU Agreement as a result of a merger agreement and they were eligible to hold a reserve board under their prior agreement, they shall be entitled to hold a reserve board position, seniority permitting under this Agreement. No employee may hold a reserve board position (ready or regular) if an employee not eligible to hold a reserve board is working in the trainman/switchman craft within the Hub. All non-eligible employees must be displaced prior to reserve boards slots becoming available.

IV. A regular reserve board shall be established for each seniority district created under

the SP-West agreement as a result of the merger. An employee on a regular reserve board shall be paid 70 % of the wage portion of their TPA as set forth in Article II (A) of the agreement.

V. A ready reserve board shall be established at each location where an extra board exists. An employee on a ready reserve board shall be paid 85% of the wage portion of their TPA as set forth in Article II (A) of the agreement. The ready reserve board shall be governed by the following:

A. An employee on a ready reserve board that protects road vacancies must be conductor qualified.

B. An employee on a ready reserve board is subject to recall upon 48 hours' notice. Notice shall include telephone notice or attempted notice by telephone. The 48 hours shall begin at the first attempt to notify an employee. A reasonable telephone recall shall be a minimum of three(3) telephone attempts in each eight (8) hours for forty-eight hours.

C. Employees who fail to mark up within the 48-hour period shall have their pay stopped at the end of the 48-hour period and may be subject to discipline.

D. Employees on the ready reserve board retain the right to layoff, use personal leave, and take scheduled vacations as provided for in current agreement rules. Employees laying off for other than a paid absence will have their reserve board pay reduced on a day for day basis.

E. Employees on the ready reserve board for a minimum of 30 consecutive days may request to be released from the board, seniority permitting. Such employee may move to the regular reserve board but must remain on the ready reserve board until their replacement is marked up on the ready reserve board. Nothing in this paragraph restricts the right of an employee to make application to working assignments, regular or extra.

F. Employees on the ready reserve board shall be recalled in junior order to extra boards (road, yard or combination) to provide temporary support when additional forces are needed on either a short term or long term basis. If the need is long term, the regular recall provisions from the other reserve board shall continue to apply, and when sufficient forces from the other reserve board have marked up, the ready reserve board employees shall be released back to the ready reserve board, seniority permitting.

Note: If the ready reserve employee is recalled under the regular recall provisions to a permanent vacancy, they will not be released but their reserve board position shall then be available for assignment.

G. The number of ready reserve board positions shall not be less than fifteen (15) percent of total extra board positions at each location. If surplus eligible

manpower is available the ready reserve board shall be filled prior to filling any regular reserve board positions.

H. The Organization may elect to have a supplemental extra board in lieu of a ready reserve board. The supplemental extra board shall be paid at 85% of the regular extra board rate and shall be used when the regular extra board is exhausted. The employee first out at noon of each day shall be rotated to the bottom of the board. The Carrier shall determine the number of employees to have on the supplemental board but not less than 15% of the number of extra board positions if sufficient manpower is available. Employees hired subsequent to the June 1, 1997 shall not have rights to hold the supplemental extra board unless permitted by the Carrier.

VI. An employee placed on a reserve board shall remain in that status until:

- A. The employee is displaced by another employee through the exercise of seniority.
- B. The employee resigns from the Carrier's employment.
- C. The employee is recalled to active service. Such recall shall be in junior order.
- D. The employee exercises seniority in accordance with applicable rules.
- E. The employee is discharged from employment by the Carrier in accordance with the applicable discipline rules.

VII. Employees on reserve boards must maintain their work proficiencies while in such status by successfully completing any retraining or refresher programs required of active employees to maintain those proficiencies which may include the passing of tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. Employees on a reserve board are "in-service employees" and hence subject to the same physical and rules examinations as other employees. The company's requirement that employees who have been out of service for six months or more must take physical and rules exams does not apply to reserve board employees.

VIII. Employees to be examined while in reserve board status will be notified by certified mail sent to their home address. Employees who fail to respond or fail to pass the exams will have their reserve pay stopped until such time as they do pass the applicable exam. Employees who fail to respond within sixty (60) days of a second notice may be subject to disciplinary action.

IX. Employees on the regular reserve board must hold themselves available for return to service upon thirty (30) days notice (reserve board pay shall continue for only seven (7) days) and must return to service in compliance with such thirty days' notice. Failure to

comply with any of these requirements could result in forfeiture of all seniority rights in accordance with applicable discipline rules. Calculation of the seven (7) and thirty (30) day time periods shall begin with written notification (postmark date on the envelope) by certified mail from CMS to the employee. Efforts will first be made to contact the employee by telephone.

X. An employee who returns to service within the first seven days of the thirty day recall period will receive reserve board pay until the end of the seventh day in addition to all other earnings.

Note: Employees on the reserve board are paid as if holding a five-day assignment. The seven-day period would include five days of pay and two "rest days".

XI. Other employment while on the regular reserve board is permissible and there shall be no offset for outside earnings. Other employment includes all employment except that employment which would conflict with the best interests of Union Pacific. If an employee is concerned whether employment conflicts with the best interests of Union Pacific, the General Director of Labor Relations should be contacted.

Note: Employees on the regular reserve board shall be eligible to accept "borrow out" status at other locations on Union Pacific. Borrow out status shall last no longer than six months without renewing the borrowed out status with CMS and the General Chairman.

XII. Vacation pay received while on a reserve board will offset reserve board pay. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years, but will be counted as compensation earned towards vacation pay. It will count in determining the length of vacation to which an employee, otherwise eligible, is entitled.

XIII. Employees on the reserve board are not eligible for Holiday pay, Bereavement Leave, Jury Pay and all other similar allowances except employees on the ready reserve board will be eligible for personal leave.

XIV. Employees in reserve status are covered by Health and Welfare Plans, Union Shop, dues check off, discipline rules and the grievance procedures that are applicable to employees in active service.

XV. It is understood that the reserve boards (both ready and regular) will not operate when all eligible employees on the appropriate seniority roster on the date of this agreement are placed on either a guaranteed extra board position or a regular assignment.

August 6, 1997  
Side Letter No. 1

Gentlemen:

This refers to our negotiations modifying the SP-West UTU collective bargaining agreement and that portion dealing with protection offsets when not working. These offsets were set forth in the Questions and Answers. During our discussions the UTU pointed out that current agreements permit Local Chairpersons to layoff of pool turns and the extra board to handle union business and to hold their turns and if they move to first out they are held first out until they mark up again. It was the UTU's position that the offsets for pool layoffs and extra board layoffs should not be the same for those Local Chairpersons who hold their turn as compared to regular employees who are not governed by these same conditions.

In recognition of the difference it was agreed that Local Chairpersons who lay off Union Business would be deducted 1/30 for each 24 hour period or part thereof laid off until marked back up when holding pool or extra board assignments and they hold their turns. If they do not hold their turn then the regular offset provisions will apply.

Should the above properly reflect our understanding please sign below.

Yours truly,

W.S. Hinckley  
General Director Labor Relations

Agreed:

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General Chairman UTU

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Vice President UTU

August 6, 1997  
Side Letter No. 2

Gentlemen:

In our SP-West UTU Collective Bargaining Agreement modifications we created a new form of wage protection called "Crew Consist Protection" in Article II (F). The question arose in negotiations concerning the status of this protection since most protection is regulatory, i.e. New York Dock, Mendicino, Oregon Short Line, etc or National, i.e. Article IX Interdivisional Protection.

We agreed that the "Crew Consist Protection" carries the same force and affect as the other types of protection. We emphasized this in Question and Answer No. 13 which allows an employee to select "Crew Consist Protection" over New York Dock protection in merger areas. The same would be true in the future if a transaction provided some type of protection, such as Mendicino, an employee covered under "Crew Consist Protection" would have to elect between keeping this protection or accepting the protection under the new transaction.

Should the above properly reflect our understanding please sign below.

Yours truly,

W.S. Hinckley  
General Director Labor Relations

Agreed:

utuswestagmt08/06/97

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General Chairman UTU

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Vice President UTU

August 6, 1997  
Side Letter No. 3

Mr. Kevin Klein  
General Chairman, UTU  
1860 El Camino Real, Suite 201  
Burlingame, California 94010

Dear Sir:

This refers to Article II (G) of the SP-West UTU modification agreement. During our discussions you raised the issue of three legislative representatives and one international officer. It was your position that all four of these individuals should be covered under that section of the agreement should they return to active service with the carrier.

It was agreed that the matter would be settled in a manner consistent with your position and without prejudice to either parties' respective position regarding the status of legislative representatives and international officers.

Yours truly,

W. S. Hinckley  
General Director Labor Relations

Agreed:

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General Chairman, UTU

