

**Memorandum of Agreement  
between the  
Union Pacific Railroad  
and the  
United Transportation Union  
Former C&NW Lines Territory**

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The Union Pacific Railroad (hereinafter referred to as the Carrier) and the United Transportation Union (herein after referred to as the UTU) have agreed to various amendments to the former C&NW Collective Bargaining Agreements, Midwest Seniority District and the Eastern Seniority District No. 1, as set forth below.

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**ARTICLE I – NEW HIRE TRAINING**

**IT IS AGREED** that the July 9, 1993, Conductor/Foreman Training Agreement, and any other Agreement involving the training of new employees or conductor/foreman will be canceled and the following will govern the training of new trainmen on the former Chicago and North Western (C&NW) Midwest Seniority District and the Eastern Seniority District No.1.

**Section I - General**

- A. The Carrier will establish and maintain a program for the training of new trainmen on all districts of the former C&NW Transportation Company, in accordance with the terms and conditions set forth in this Article I.
- B. Any reference in this Agreement to yardman, brakeman or foreman is for the purpose of job description and in no way refers to the gender of the employee filling the position.

**Section II - Training Program**

- A. The training program shall consist of classroom instruction and work experience (e.g. on-the-job training, etc.), and all other forms of training/instructions as may be deemed appropriate and necessary by the Carrier. All necessary classroom, books, materials and instructions shall be furnished by the Carrier at no expense to the trainee.
- B. The Carrier will establish a training program for the purpose of qualifying new ground service employees as trainmen with this program consisting of a combined total of not less than fourteen (14) weeks of classroom, on-the-job training, and any other forms of training/instructions as may be deemed appropriate and necessary by the Carrier, (subject to Section VI of this Agreement).

Note 1: The term "trainmen" in this Agreement shall include all ground service employees which will include, but not limited to brakemen, yard helpers, conductors, foremen, utility men, footboard yardmasters, etc..

Note 2: The parties recognize that certain runs or territories are more operationally complex than others. In recognition of this fact the Carrier representatives and the Chairmen will work together to address any issues or concerns pertaining to the efficiencies of training over a specific run or territory.

- C. Classroom training may be held at any location to meet the needs of the service. As near as practicable, formal classroom training days will be scheduled not to exceed eight (8) hours, and may be scheduled six (6) or even seven (7) days a week in order to accommodate the trainees and/or trainers.
- D. Examinations will be prepared and administered by the Carrier subject to review by the General Chairman.
- E. If the General Chairman has a concern as to the quality and quantity of training being afforded to the new employees, a meeting may be scheduled with Labor Relations and/or the Regional Vice President to discuss changes that are necessary to assure that the trainees are receiving the proper training.

### **Section III - Compensation/Seniority**

- A. Once the trainee has completed the initial classroom training and begins the on-the-job training phase of the program, trainees will be covered under the C&NW brakemen's agreements for the remainder of the training program as set forth in Section II (B) of Article I. The trainees will be compensated at the applicable brakemen's/yard helper's rate of pay for the assignment worked, excluding any penalty payments provided to the crew.
- B. The new trainmen will establish seniority on the first day of their on-the-job training (first day following the initial classroom training). Any employee transferring from another department on the Union Pacific will be placed on the seniority roster ahead of any new employee. Employees transferring from another department will be placed on the trainman's roster based upon their length of service with the Union Pacific.

New trainmen will be placed on the roster(s) by the last four (4) digits of their social security number. The employee with the lowest last four (4) digits will go on the seniority roster first, and the other trainees that begin on-the-job training on the same date will follow in ascending sequential order. In the event the last four (4) digits of the trainmen's social security number are identical, then the next two (2) digits will be utilized, with the lowest number placed on the seniority roster first.

- C. Trainees will receive all of the benefits (subject to qualification) that are provided under the Group Plan of Comprehensive Medical and Dental Insurance in effect for active individuals in ground service.
- D. If a trainee is required to attend on-the-job training, or final classroom training at a point that is in excess of forty-five (45) miles from his/her assigned point of headquarters (point of assignment after the training is completed), and if not otherwise provided by the Carrier, the trainee(s) will be reimbursed for actual, reasonable and necessary travel, lodging and meal expenses incurred during their training. Such expenses are to be pre-arranged with the managers in charge of the training program.

#### **Section IV - Conductor's Classroom Training**

Trainees will also be provided conductor/foreman training. While in this training the trainee will be compensated at the brakemen's/yard helper's rate of pay, based on last service performed. During this segment of the training program the trainees will be required to pass a final examination. In the event the trainee fails to pass the written examination on the first attempt, they will be provided an additional review of the materials and provided a second opportunity to pass the examination. Failure to pass the examination on the second attempt will result in the termination of the trainees services.

#### **Section V - Supervision of Trainees**

- A. Local managers and UTU Local Chairmen will compile a pool of conductors /foremen that will be utilized in supervising the trainees during the on-the-job training. When trainees are required to receive on-the-job training, the trainmen on the job selected will acquaint the trainee with the responsibilities and functions of the assignment under actual working conditions. The trainee will be permitted to perform the covered duties of a trainmen during his/her on-the-job training, and while under the direction of his appointed trainmen. The trainmen in charge of the trainee's training will continue to get the rate applicable to his job, as if he was working without a trainee or brakeman. Additionally, the trainmen (regardless of hire date) performing the training will receive the payment of twenty-five dollars (\$25.00), subject to general wage and COLA adjustments, for the tour of duty. This payment for training the trainee will replace the one hour payment previously provided in the July 9, 1993 Training Agreement. This is a single payment and cannot be duplicated under any other agreement (e.g. RCO) that may provide an allowance for training.
- B. While the trainmen working with the trainees have the responsibility of acquainting the trainees with their duties and functions, the parties have agreed that the trainmen involved in the training will not be held responsible for actions of those trainees which are unavoidable or beyond the trainer's control. Trainmen assigned a trainee for on-the-job training may be required to complete a written evaluation of the trainee to determine what additional training may be required.

- C. In the interest of safety and in order to assure efficient training of the trainees, no more than one trainee will be assigned to a trainer. If one trainee is assigned to a job the conductor/foreman will be responsible for the training and will be compensated the training allowance. If two (2) trainmen are working on an assignment, and two (2) trainees are assigned to that job, both trainmen will receive the training allowance. It is recognized that some training can be safely and efficiently performed in groups with a single instructor, but on-the-job training is intended to be one trainer for each trainee.

#### **Section VI - Experienced/Previously Trained Applicants**

It is recognized that applicants may have worked for another Railroad or industry and will have various levels of experience. In addition, applicants may have attended classroom training by an outside entity or institute. Accordingly, the parties have agreed to establish an abbreviated training program for these individuals, taking into consideration their previous experience/training.

- A. Experienced trainmen that are employed by the Carrier will not require the full fourteen (14) weeks of training. Therefore, the parties agree the Carrier and the Local Chairman will meet to discuss an abbreviated training program that will adjust the classroom and on-the-job training to meet the needs of these individuals, and to insure that they can safely and efficiently perform the duties of a trainmen.
- B. It is recognized that vocational and privately conducted training classes exist outside the Railroad industry which provide basic or initial classroom training for individuals new to the Railroad. If the Carrier determines that these training classes provide comparable classroom training to that offered in the Carriers initial classroom training, the initial classroom training provided in this Agreement may be waived and the on-the-job phase initiated for such trainees.

#### **Section VII - Technology**

It is recognized that new technology is constantly being developed in the area of training. Accordingly, the parties have agreed that the term "classroom" utilized in this agreement will not require physical attendance in a traditional classroom setting. Traditional classroom training may be replaced with other forms and forums of training, such as but limited to internet training, virtual reality programs, CD/DVD's, etc.

#### **Section VIII - Probationary Period**

The parties have agreed to extend the existing sixty (60) day probationary period for new trainmen/yardman to one hundred and twenty (120) days, to begin on the date the employee begins the initial classroom training.

## **ARTICLE II - TRAINING ALLOWANCE - RCO AND OTHER TRAINING**

In conjunction with the increase in the training allowance in Article I of this agreement, the parties have agreed that this increased training allowance will also apply to the trainmen that are assigned trainees for remote control operator (RCO) training. That is, all existing agreements that provide for a twenty-five dollar (\$25.00) payment to trainmen involved in RCO on-the-job training will be amended to provide that the twenty-five dollars (\$25.00) will be subject to general wage and COLA adjustments.

## **ARTICLE III - EXTRA BOARDS, REGULAR ASSIGNMENTS AND POOL GUARANTEES**

### **Section I – Guarantee Dispute**

This will confirm our understanding that the Carrier's position outlined in correspondence dated February 5, 2003 and March 27, 2003 are being withdrawn with prejudice. This will bring final resolution to the current dispute concerning the proper guarantee payment for post-1996 extra boards, regular assignments and pool service trainmen/yardmen under the June 12, 1996 Settlement Agreement, hereinafter referred to as guaranteed employees. Accordingly, all trainmen/yardmen assigned to a guaranteed position (pre and post-1996) will have their guarantees calculated by utilizing the appropriate pre-June 12, 1996 trainman's or yardman's rate of pay (subject to entry level rates). The pre-1996 rates will be applied to the guarantee of all trainmen/yardmen assigned to the extra board, regular road assignments and pool service, regardless of their seniority date. This will not amend the pre/post 1996 working rates of pay as established under the June 12, 1996 Claim Settlement Agreement.

Note: The term "regular assignments" refers to road freight service assignments that currently have a guarantee.

### **Section II – Guarantee/Earnings Calculations**

- A. This will confirm our understanding that in calculating the earnings of an employee assigned to guaranteed positions, all pay/compensation will be counted as earnings toward the guarantee, except for non-taxable reimbursements of expenses. Earnings will be any and all pay, including crew consist payments, penalty payments and overtime. It is understood that overtime shall not be converted to straight time pay to offset guarantees.
- B. Employees assigned to a guaranteed position for an entire pay period will have all earnings deducted from the guarantee. Employees assigned for a portion of a pay period will have their guarantee pro-rated and earnings while on that position deducted from the guarantee. All calculations are subject to adjustments and provisions contained in this Article III.

- C. The parties agree that the guaranteed extra boards will be reduced to two (2) types of boards, one for yard and one for road service. All combination road/yard and road extra boards will be paid at the conductors (with brakeman) rate of pay. Guarantees will be a monetary guarantee, as provided below, which will be paid and calculated on a semi-monthly basis.

1) Extra Boards:

- |                                 |   |
|---------------------------------|---|
| a) Yard extra board             | \$ <u>1,839.30</u> /half (Note: 10 x yard helper rate)  |
| b) Conductor's road extra board | \$ <u>2,655.45</u> /half (Note: 15 x conductor with brakeman, local freight, less than 100 mile rate) |
| c) Brakemen's road extra board  | \$ <u>2,513.10</u> /half (Note: 15 x brakeman local freight, less than 100 mile rate)                 |

2) Freight Pools:

- |                 |   |
|-----------------|---|
| Freight service | \$ <u>2,816.85</u> /half ( Note: 15 x conductor only, through freight, less than 130 mile rate) |
|-----------------|---|

Note 1: The guarantee amounts above are based on the existing daily rates of pay effective July 1, 2003, without a mileage component, for the craft and type of service as identified above. The guarantee amounts are calculated by multiplying the basic daily rates by the number of respective days; ten (10), or fifteen (15).

Note 2: All extra board and pool guarantees are calculated to include the crew consist compensation provided for in Article III of the December 13, 1991 Crew Consist Agreement (including increases). The guarantee amounts are payable to all employees, regardless of hire date, and are subject to the applicable entry level rates, and general wage and COLA adjustments.

**Section III - Availability Requirement – Extra Boards and Pools**

- A. Trainmen/yardmen assigned to guaranteed extra boards and trainmen assigned to pool freight service will be required to remain marked up and available for service in order to be eligible for guarantee payments. A trainman/yardman who marks off or makes himself/herself unavailable for service more than two (2) times during a pay period as the result of uncompensated absences will automatically forfeit all guarantee payments for that half. A trainman/yardman who marks off/unavailable in excess of forty-eight (48) hours (in the aggregate), as the result of uncompensated absences during a pay period, will also forfeit all guarantee payments for that half. The following will govern in the handling of non-compensated and compensated mark-offs (time off).

- B. All non-compensated mark-offs will be considered as unavailable and the employee will have their guarantee reduced one (1) pro-rated day (eg: 1/14, 1/15, 1/16) for each twenty-four (24) hour period or portion thereof absent. A non-compensated mark-off will count as an occurrence and towards the total forty-eight (48) hours of unavailability.

Note 1: Employees with held from service by management will be removed from the board, pool or assignment with the appropriate reduction of guarantee. The removal will not count as an occurrence or time toward the forty-eight (48) hours, and the employee may progress an appeal for the time held out of service.

Note 2: Example; a trainmen marks-off at 1400 hours on Monday, and is marked back to the board or pool at 1400 hours on Tuesday, this will count as one occurrence/twenty-four (24) hour period and one pro-rated day will be deducted from the guarantee.

- C. Compensated time off, or marking-off for company business, will not count toward the two (2) occurrences or forty-eight (48) hours. The employee will be off the board or assignment and their guarantee will be reduced by one (1) pro-rated day for each twenty-four (24) hour or portion thereof absent. Payments from the compensated time off will not be counted toward the employees earnings in the calculations of guarantee.

Example: PL day compensation = \$187.79, the employee will be off the board/assignment and their guarantee will be reduced one (1) pro-rated day. The \$187.79 will be paid in-lieu of that day, and will not be computed in the earnings of the employee. Same with single and/or weekly vacations, the employee will be off the board and their guarantees pro-rated. The earnings of the compensated absence will not be calculated as part of the employees earnings for the guarantee offset.

- D. The first three (3) requests granted for additional rest in a pay period will not count as an occurrence, but will count towards the hours of unavailability. Any additional incidents for rest will count as an occurrence and towards the hours of unavailability. "Additional rest" will be defined as any rest that is in excess of Federal requirements.
- E. Elected Union Officials marking-off for union business will have their guarantees reduced by a pro-rata day for any portion of a twenty-four (24) hour period, and the mark-off will not count as an occurrence or hours of unavailability. Employees marking-off on union business will be returned to the extra board and pools in the manner set forth in Section IV and V, of this Article III.

#### **Section IV – Automatic Mark-Up - Extra board**

- A. Extra board employees marking-off for non-compensated reasons will be authorized to be off for a period of twenty-four (24) hours. The twenty-four (24) hours will begin at the time the employee was authorized to be off by the Carrier official designated to handle mark-off requests. Extra board employees will be automatically returned to the bottom of the extra board twenty-four (24) hours after the time that they were authorized to be off.

Note: Reference to a twenty-four (24) hour period in this Article III, is not the same as a calendar day, as twenty-four (24) hours could span into two calendar days.

- B. Extra board employees requesting compensated time off will be authorized to be off for a period of twenty-four (24) hours, for each day authorized (1 day = 24 hours; 2 days = 48 hours). The hours will begin at the time the employee was authorized to be off by the Carrier official designated to handle mark-off requests. Extra board employees will be automatically returned to the bottom of the extra board at the expiration of the time that they were authorized to be off.

#### **Section V – Automatic Mark-Up – Pool Service**

- A. Pool service employees marking-off for non-compensated reasons will be authorized to be off for a period of twenty-four (24) hours. The twenty-four (24) hours will begin at the time the employee was authorized to be off by the Carrier official designated to handle mark-off requests. Pool service employees will be automatically returned to their respective slot on the board at the end of the twenty-four (24) hour period. If their turn is called during the time period that the employee was authorized to be off, the position will be filled by an extra board employee, and the incumbent will be placed first-out on the pool board after the expiration of the twenty four (24) hour period.
- B. Pool service employees requesting compensated time off will be authorized to be off for a period of twenty-four (24) hours, for each day authorized (1 day = 24 hours; 2 days = 48 hours). The hours will begin at the time the employee was authorized to be off by the Carrier official designated to handle mark-off requests. Pool service employees will be automatically returned to their respective slot on the board at the end of the authorized time off. If their turn is called during the period of time they were authorized to be off, the position will be filled by an extra board employee, and the incumbent will be placed first-out on the pool board after the expiration of the authorized time off. Employees returning from one or more weeks of vacation will be placed first-out on the board at 0600 hours, on the first day following the vacation period.

Note: The above procedures for returning pool service employees to the board may require additional computer programming, therefore, the Carrier will provide a ten (10) day written notice before pool service employees are returned to the board in the manner set forth above. Until such time, the employees will continue to be tied to their turn.

## **Section VI – Bonus Day, Extra Boards and Pool Service**

- A. Trainmen and yardmen assigned to an extra board and/or pool service that remain marked up and available during the entire pay period/half shall be entitled to a bonus payment. Trainmen and yardmen that do not mark-off, and do not request any additional rest at any time during the pay period and remain available the entire half will be allowed one additional day's pay at the applicable pro-rated guarantee rate. Marking-off for any reason, including compensated time off will result in forfeiture of the bonus day. This incentive for trainmen and yardmen to remain marked up and available 100% of the time will be paid in the pay period in which it was earned, and will be over and above all other earnings and guarantee that may be allowed. Trainmen and yardmen entitled to the bonus will not be required to submit a timeslip to Timekeeping for this bonus payment.
- B. An employee that is displaced from the pool or extra board, that upon notification, immediately exercises seniority to a pool or extra board position will be counted as available. The employee will be entitled to the bonus day in this situation, if no other disqualifying factor occurred during the pay period.

## **Section VII – Regular Assignments**

Regular assigned trainmen in road service will have a semi-monthly guarantee, based upon the craft of conductor, conductor with brakeman, or brakeman rates and type of service bulletined e.g.: road switcher, local, or through freight rates. All earnings will count towards the calculation of the employees guarantee, including switching time and the components of pay set forth in Section II of this Article III. Employees marking-off a five (5) or a six (6) day per week assignment will have their guarantee reduced by 1/13, and a seven (7) day per week assignment by 1/15, for each twenty-four (24) hour period.

### **Per Pay Period, Regularly Assigned Not Daily Assignments:**

Note: Five (5) And Six (6) Day Per Week Assignments

	Conductor only	Conductor	Brakeman
Road Switcher	<u>\$2,644.07</u>	<u>\$2,479.62</u>	<u>\$2,391.09</u>
Local Freight	<u>\$2,466.23</u>	<u>\$2,301.39</u>	<u>\$2,178.02</u>
Through			

Freight	<u>\$2,441.27</u>	<u>\$2,276.56</u>	<u>\$2,155.40</u>
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**Per Pay Period, Regularly Assigned Daily Assignments:**

Note: Seven (7) Day Per Week Assignments

	Conductor only	Conductor	Brakeman
Road Switcher	<u>\$3,050.85</u>	<u>\$2,861.10</u>	<u>\$2,758.95</u>
Local Freight	<u>\$2,845.65</u>	<u>\$2,655.45</u>	<u>\$2,513.10</u>
Through Freight	<u>\$2,816.85</u>	<u>\$2,626.80</u>	<u>\$2,487.00</u>

Note 1: The above guarantee amounts per pay period are based on the existing daily rates of pay, without a mileage component, effective 7/1/03 for the craft and type of service as identified above. The guarantee amounts are calculated by multiplying the number of respective days, either thirteen (13), or fifteen (15), by these basic daily rates.

Note 2: All regular freight assignment guarantees are calculated to include the crew consist compensation provided for in Article III of the December 13, 1991 Crew Consist Agreement (including increases). The guarantee amounts are payable to all employees, regardless of hire date, and are subject to the applicable entry level rates, and general wage and COLA adjustments.

**Section VIII - Effective Date**

This Article III will become effective on November 16, 2003.

**ARTICLE IV – DISCIPLINE AGREEMENT**

**Section I - Applicability**

- A. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this Agreement Midwest Seniority District and the Eastern Seniority District No. 1 on the former C&NW property.
- B. This Agreement is not intended to modify or replace Carrier policies pertaining to discipline; except that to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

Note: This agreement is not intended to modify or replace "By-Pass" or "Companion" Agreements.

## **Section II - General**

Trainmen will not be disciplined without just and sufficient cause as determined by a fair and impartial investigation. They may, however, be held out of service pending investigation, but it is not intended that an employee be held out of service for minor offenses.

## **Section III – Notice of Investigation**

Within ten (10) days of the time the appropriate officer knew or should have known of the alleged offense, the employee will be given written notice of the specific charges against him or her. The notice will state the date, time and place of the investigation, employees charged, witnesses expected to be called, and will be furnished sufficiently in advance to allow the employee the opportunity to arrange for witnesses and representation by the UTU local chairman or the UTU local chairman's designee. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the UTU local chairman.

Note: The term "*UTU local chairman designee*", as referred to in this Article IV, is a person that is: 1) a member of the craft and an employee of Union Pacific; 2) a person that is elected to a position with the UTU.

## **Section IV – Informal Conferences**

- A. The employee, and the UTU local chairman or the UTU local chairman's designee, if desired by the employee) may contact the designated Carrier officer prior to the investigation and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
  - (1) If such informal conference results in the proposed discipline being dropped, no further action will be taken.
  - (2) If such informal conference results in the discipline being resolved by the employee and/or their representative, and the investigation being waived, the employee's record will be updated accordingly.
  - (3) If such informal conference does not result in either (1) or (2) above, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

## **Section V - Investigation**

- A. Unless postponed for good cause, the investigation will be held no later than ten (10) days after the date of the notice. Except in extreme cases,

investigations shall not be postponed beyond thirty (30) days from the date originally scheduled.

Note: In the application of this Paragraph A it is understood that the parties will exercise reasonable judgement in the postponement of investigations.

- B. When practicable, the investigation will be held at the employee's home terminal. When that is not practicable, the investigation will be held at a location that will minimize the travel, inconvenience and loss of time for all employees involved. When an employee is required to travel to an investigation at other than his or her home terminal, the employee will be reimbursed for actual, reasonable and necessary expenses incurred.
- C. When request is made sufficiently in advance and it is practicable, the employee and/or the UTU local chairman or the UTU local chairman's designee will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, the employee and/or the UTU local chairman or the UTU local chairman's designees will be afforded the opportunity to examine or cross-examine all witnesses. Such examination will extend to all matters under investigation.
- D. The investigation will be recorded, transcribed and the transcript will be dated. If discipline results, copies of transcript will be sent to the employee and the UTU local chairman or the UTU local chairman's designee, no later than the date discipline is issued. If the accuracy of the transcript is questioned the media used shall be examined by both parties, and if necessary, the transcript will be corrected.

Note: The use of the term "media" recognizes the future possibilities of improved electronic methods of recording and transcription.

## **Section VI - Decision**

- A. A written decision will be issued no later than ten (10) days after completion of the hearing. The notice will be sent by US Mail (e.g. certified mail, or similar third-party method providing receipt of delivery) to the last known address of the employee and to the UTU local chairman or the UTU local chairman's designee.

Note: This does not preclude on-property delivery of the decision by a Carrier representative. Such delivery shall be evidenced by a receipt signed by the employee.

- B. If the Superintendent or his designee fails to issue a decision within such ten (10) day time limit or if the employee is found not at fault, the employee will be paid for any time lost and the employee's record will be cleared of the discipline at issue.

## **Section VII - Appeals**

- A. If the trainman is not satisfied with the decision, the Local Chairman or his/her designee may appeal to the Superintendent within sixty (60) days from the date of the Superintendent's decision.
- B. The Superintendent or his designee will respond to the appeal within sixty (60) days from the date of the Local Chairman's or his designee's appeal.
- C. If a further appeal is to be taken, the General Chairman or his/her designee must appeal in writing to the highest labor relations officer authorized to handle such appeal within sixty (60) days from receipt of the notice of declination.
- D. Labor Relations will respond to the appeal within sixty (60) days from the receipt of the General Chairman's or his designee's appeal notifying the employee's representative in writing of his/her decision. The parties will conference the claims prior to it being docketed to a tribunal for adjudication, with the disposition of the claims confirmed in writing.
- E. Within twelve (12) months of the date of Labor Relations initial rejection letter (paragraph D above), the highest union officer designated to handle such claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.

Note: The time limits provided in this Section VII do not apply to discipline cases which involve a plea of leniency, e.g.: discipline cases which do not involve a claim for reimbursement for wages lost.

## **Section VIII - Miscellaneous**

- A. If a dispute arises concerning the timeliness of a notice or decision, the postmark on the envelope containing such document shall be deemed to be the date of such notice or decision.

Note: It is understood electronic means of communication may become the preferred method of notices and/or decisions, in which case the parties shall meet to agree on an acceptable means for a verifiable electronic date stamp to be used.

- B. Employees attending an investigation as witnesses at the direction of the Carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two (2) hours, to be paid at the rate of the last service performed.
- C. The employee being investigated or the representative may request the Carrier to direct a witness to attend an investigation, provided sufficient

advance notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the employee or representative and provides relevant testimony which would not otherwise have been in the record, the Carrier will compensate the witness as if it had directed the witness to attend.

- D. All time limits contained herein may be extended by mutual agreement between the parties.

### **Section IX - Calculations of Lost Wages**

- A. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay a trainman who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the trainman for the twelve (12) month period (beginning with the first full month) prior to removal from service. In the calculation of the trainman's twelve (12) months average, the highest and lowest months earnings will be discarded, and the average will be derived from the remaining ten (10) months earnings. The sum of the claimant's earnings during such period shall be divided by ten (10) to arrive at the average monthly earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.
- B. In the calculations of lost wages, the Carrier may offset any lost wages with the outside earnings of the employee. The offset of outside earnings is a well established practice on the property and is supported by numerous Arbitration decisions, and such findings will apply in the offset of any calculations of lost wages. When a disciplined employee is to be compensated for all or part of his lost time, the Carrier will notify the employee in writing, instructing the trainman to furnish a copy of his/her tax forms, or a last earnings statement for the period of time that he/she is to be paid

Example: A trainman was dismissed on November 30, 2001 for an alleged rules violation. Pursuant to an arbitration award, the trainman is reinstated to service on January 1, 2003, and awarded time lost (back pay). Calculation of the employee's average monthly earnings for the preceding twelve (12) months will commence with October, 2001 and will incorporate the previous twelve (12) months, (November 2000 through and including October 2001). The highest and lowest months earnings will be thrown out and the remaining ten (10) months will be utilized to derive an average monthly earnings. For this example, the ten (10) months total was \$50,000, which was an average of \$5,000 per month. The trainman was out of service for thirteen (13) months, making his lost earnings \$65,000 (\$5,000 x 13). The trainman had outside earnings of

\$25,000 during this thirteen (13) month period, resulting in the gross wages of \$40,000 paid to the trainman.

- C. The parties also agree to accept the findings of the on property Awards that involve the issue of compensation paid for lost earnings to be considered as time worked in the calculations of the employee's subsequent vacation.

Note: This Agreement is intended to amend the Discipline Agreements for the crafts and the territories under the jurisdiction of the former C&NW properties and General Committee, and establish a single discipline rule applicable at all locations/properties on the Midwest Seniority District and Eastern Seniority District No. 1 of the former C&NW property.

## **ARTICLE V - TIME CLAIM HANDLING PROCESS**

### **Section I - Applicability**

This Agreement provides a uniform method for handling time claims and grievances. This Agreement supercedes existing rules/agreements, practices and understandings for time claims on the Midwest Seniority District and Eastern Seniority District No. 1 of the former C&NW property.

### **Section II - Claims Handling**

#### **A. Time Limits**

All claims must be filed in writing by or on behalf of the employee or employees with the office of the Carrier authorized to receive same within sixty (60) days from the date of the occurrence on which the claim is based. The time limit begins the day after the date of the occurrence. Properly formatted claims will include the time, date, location and a description of the claim. Claims not allowed, must be declined by Carrier to the individual employee or their representative, whoever presented the claim, in writing within sixty (60) days from the date received, giving the reason for such disallowance.

Time limits as stated in this agreement may be extended for any case by mutual agreement between the parties.

#### **B. Appeals and Declinations**

If a claim is appealed, such appeal must be submitted in writing by the employee, the UTU local chairperson, or the UTU local chairperson's designee to the designated Carrier Officer within sixty (60) days from the date of declination. Failing to comply with this provision, the claim will be barred. If such appeal is to be declined, the Carrier Officer will have sixty

(60) days from the date of the appeal to decline the claim. If the claim is not declined in writing within the sixty (60) day period, the claim shall be allowed.

Note: The "date of declination" is the date of the employee's payroll recap. In regards to other time limits, the date of the postmark of the Organization's appeal letters and/or Carrier's declination letters will govern for the purpose of calculating time limits.

### **C. Non-compliance**

Failure to comply with the time limits specified in this agreement will not set a precedent or waiver of the contentions of either party as to future application of similar or identical claims. If either party to this Agreement fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the Carrier's failure) or withdrawn (if the Organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.

If a further appeal is to be taken, the General Chairman or his/her designee must appeal in writing to the highest labor relations officer authorized to handle such appeal within sixty (60) days from receipt of the notice of declination.

Labor Relations will respond to the appeal within sixty (60) days from the receipt of the General Chairman's or his designee's appeal notifying the employee's representative in writing of his/her decision.

### **Section III - Conferences**

The parties will conference the claims prior to it being docketed to a tribunal for adjudication. Within sixty (60) days of the conclusion of the time claim conference, should the Carrier continue to disallow a claim, Labor Relations' highest designated officer must send a final response to the UTU's highest designated officer to handle such claim. The Carrier's use of a conference report may serve as the Carrier's final response. Claims allowed in conference will be paid within sixty (60) days from the date the signed conference report is received by the Carrier.

### **Section IV - Arbitration**

Within one year of the date of the final rejection letter, after conference, the UTU's highest designated officer to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to Railway Labor Act.

Note: The term "list the claim" is intended to mean either party must either docket the claim to a Public Law Board/Special Board of Adjustment in accordance with applicable National Mediation Board

rules and procedures or file an ex parte notice of intent with the National Railroad Adjustment Board, First Division.

## **Section V - Rights**

- A. This agreement recognizes the right of the Organization to file and pursue claims and grievances for and on behalf of its members. It is further recognized the General Chairman and/or the Carrier's highest designated officer are free to amend the respective positions taken by their local representatives, with respect to the basis on which a claim is initially premised or declined during its handling on the local level, so as to be consistent with their respective positions, concerning the meaning and application of the involved rules.
- B. The term "in writing" includes electronic filing via the Carriers' Timekeeping system. Additionally, the parties are free to mutually agree to innovative claim handling procedures.

## **ARTICLE VI – MULTIPLE HOURS OF SERVICE/SHORT TURNAROUND SERVICE**

It is Agreed that Section II, E, of the June 28, 1996 C&NW Merger Implementing Agreement shall apply to the Midwest Seniority District and the Eastern Seniority District No. 1 on the C&NW Lines property. Accordingly, this Agreement supercedes Rule 36 of the C&NW Agreement, (and all similar agreement Rules of the other C&NW Lines schedules), concerning short turnaround service/multiple hours of service relief. Trainmen performing multiple short turnaround/hours of service relief will be paid all time or miles (whichever is greater) on a continuous time basis. Trainmen will not be subject to an automatic release after exceeding one hundred (100) miles. Trainmen departing the terminal after eight (8) hours on duty will be entitled to a four (4) hour penalty payment, in addition to all other miles and hours accrued during that tour of duty. The four (4) hour penalty is payable at the same time the working trip earnings are paid. In the application of this agreement the parties recognize that service needs frequently change, and this provision will govern for the type of the service actually performed by the train crew, not the type of service for which they may have been called.

## **ARTICLE VII – TWENTY-FIVE (25) MILE ZONES**

- A. Trainmen in through freight service may receive their trains up to twenty-five (25) miles on the far side of their initial terminal. For the purpose of this agreement the twenty-five (25) mile zone will be calculated from the defined switching limits of the terminal. Through freight crews that receive their train in the twenty-five (25) mile zone will be paid time or miles, whichever is greater, with a minimum of one-half basic day, payable at the same time the working trip earnings are paid. The time or miles paid in the twenty-five (25)

mile zone will be treated separately from the miles of the assignment for which they operate.

- B. Crews relieving trains or extra crews called for this service may perform all work in connection with the train regardless of where the train is received in the zone.
- C. The one-half day payment will be a separate allowance and will not affect overtime, if applicable. Initial terminal delay payments will cease upon the crew departing on their train and will not again commence when the crew operates back through their initial terminal. When a crew picks up a train at the far side of the terminal within the twenty-five (25) mile zone, the crews initial terminal will then be considered as an intermediate point.
- D. No additional compensation will be allowed for this special operation to include any claims for "terminal release". If a crew goes on duty and are transported into the twenty-five (25) mile zone and operates their train back through the initial terminal, no claims or additional allowance will be made, except for the allowance provided within this Article VII.
- E. Departure and/or terminal runarounds will not apply for crews arriving/departing within the twenty-five (25) mile zone(s).
- F. Nothing in this Article VII prevents the use of other trainmen/yardmen to perform work within their respective seniority districts which is currently permitted by other agreements, including, but not limited to yard crews, road switchers, road crews, crews from a following train to work a preceding train, etc.

Example: The current agreement does not provide for a twenty-five (25) mile zone at Boone, Iowa. Accordingly, this Agreement will now apply. A Boone crew may now receive their train up to twenty (25) miles west of Boone, operate through Boone, and operate the train to Clinton. For this service the crew will receive the payment provided in paragraph A, above.

## **ARTICLE VIII - VACATION AGREEMENT ADMINISTRATION MODIFICATIONS**

### **Section I - Cross-craft Qualification**

- A. Effective January 1, 2004, Section III, Article 1, Paragraphs (a), (b), (c), (d) and (e) of the January 27, 1972 UTU National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation

week(s) a former non-operating craft employee will qualify for if he/she is employed in train service.

Example: A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in train service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements necessary in qualifying for vacation weeks as a trainman for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining the number of weeks of vacation he/she would be entitled as a trainman. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement."

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon transferring to train service. In the calendar year a transfer to train service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before transferring, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to transferring to train service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with train service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as train service for qualifying purposes.

## **Section II - Vacation Splits**

Commencing January 1, 2004 (for vacations earned during the calendar year 2003), employees may request the maximum number of splits to allow for a weekly scheduling of their allotted vacation weeks. Such splits shall not be in less than one-week increments. (Example: a maximum of four splits will be allowed for an employee qualifying for five (5) weeks of vacation.)

## **Section III - Single Day Vacation Allotment**

- A. The parties have agreed to amend the provisions of Section V Article 2 of the 1996 UTU National Agreement to be effective for vacations scheduled for the calendar year 2004. Qualified employees may take up to three (3) weeks of their annual vacation in single day increments. This Agreement does not amend the practice of changing, trading, or floating vacations.

- B. All single vacation days will be scheduled in a one-week block (or two or three-week block). Employees can use single days from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken at the scheduled time. However, when the unused portion of single day(s) vacation is insufficient to equal a full week's vacation, the employee can designate which day of the scheduled week the remaining vacation day(s) will start. The employee must notify CMS a minimum of twenty-four hours prior to the Monday of the scheduled week which day of that week the unused portion of single day(s) vacation will start. Failure to do so, the unused single day(s) vacation will start on Monday.
- C.
  - 1. A week of single day's vacation for employees holding regular yard service assignments and yard boards wherein the employees have and observe assigned rest days, shall consist of five (5) days.
  - 2. A week of single day's vacation for employees holding positions in road service, on road extra boards, combination road/yard extra boards or on yard boards wherein the employees do not have or observe rest days, shall consist of seven (7) days.

#### **Section IV - Vacation Group**

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period. The qualification measurement period shall be April 1 through September 30.

Note: This does not affect arrangements under which craft (i.e., engineer, hostler, and train service) is determined for vacation scheduling purposes.

- B. The provisions of this Section IV shall not serve to alter existing practices or Agreement provisions governing vacation groupings and other matters regarding the scheduling of vacation.
- C. All initial scheduling of vacations must occur in the preceding year.

#### **Section V - Deferring or Advancing Vacation Start Date**

Employees may, if they desire, defer (start after the scheduled date) or advance (start prior to the scheduled date) vacation up to three (3) days after or before the scheduled start date. If a vacation is deferred, the employees' UTU representative must notify CMS no less than twenty-four (24) hours prior to the scheduled start date, which day the vacation will commence. If the vacation is advanced, the employees' UTU representative must notify CMS no less than twenty-four (24) hours prior to the day the vacation will commence. The parties will endeavor to accommodate the vacation deferring or advancing requests. However, the

granting of the deferring or advancing of vacation(s) will be subject to the needs of the service.

## **Section VI - General and Savings Clauses**

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
- B. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to, scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.

## **ARTICLE IX - RULES TESTING AND TRAINING/ (ERTT)**

The following will replace all agreements and understandings that provide for Rules testing and training of Trainmen.

- A. A trainman will be paid a minimum of eight (8) hours compensation or actual time, whichever is greater, at the rate last worked for testing or training that is directed and approved by the Carrier, and that occurs while the employee is not on duty or in a released from service status.
- B. If the Carrier designates testing or training that will be conducted via the Internet or other electronic means (CD, DVD, virtual reality programs, etc.), the testing or training material will be provided at no expense to the trainman. A trainman may, if he/she elects, and if approved by the Carrier, participate in the Electronic Rules Testing (ERTT), or the training program from their residence. If a trainman has a computer and elects this option, and it results in long distance telephone charges for the Internet time, the trainmen will provide the necessary documentation/ receipt(s) to be reimbursed for the long distance telephone charges for taking the rule examination/training via ERTT.

It will be the Carrier's responsibility to provide alternative arrangements if the employee does not have a computer or the equipment at their residence, or the employee elects not to take the examination/training at their residence. It is also expected that employee's electing to use ERTT at home will do so without loss of time and will not interfere with their availability for service.

- C. In the event that the training or testing is not at the employees home terminal and he/she is required to go to another location for the training or testing, the applicable auto expense will apply.
- D. If a trainman is protecting an extra board, and with the approval of the Local Manager, participates in the testing or training program, he/she will upon

completion of the program advise CMS and be sequenced to the bottom of the extra board, and be subject to call in the normal rotation of the board after legal rest. The trainmen will be compensated as set forth in paragraph A and paragraph B (if applicable).

- E. If a trainman is protecting a pool freight list, and with the approval of the Local Manager, participants in a testing or training program, he/she will upon completion of the program advise CMS and be sequenced to the pool list in his/her slot if the pool turn has not been called, and will be subject to call in the normal rotation of the pool list after legal rest. The trainman will be compensated as set forth in paragraph A and paragraph B (if applicable). If the trainman's pool turn was called, he/she will be placed first-out on the pool list, upon completion of the program, and subject to call after legal rest. The trainman will be compensated as set forth in paragraph A and paragraph B (if applicable).
- F. If a trainman while assigned to a regular assignment is required to lose time to participate in a testing or training program conducted while not on duty, he/she will be compensated for all lost time, with minimum of a basic day at the rate last worked, plus, expenses provide for in paragraph B above, (if applicable). If the trainman on a regular assignment does not lose time to participate in a testing or a training program while not on duty, he/she will be compensated as set forth in paragraph A and paragraph B (if applicable). It is the employees responsibility to obtain approval from their supervisor for testing at home and to eliminate being unavailable for their regular assignment, in addition to communicating with CMS if they will not be available for their assignment.
- G. If a trainman fails a Rules exam they will be compensated as set forth in this Article, and if the trainman holds a current Rules card he/she will remain in active service. If the trainman fails the Rules exam on the second attempt, he/she will remain in service if they have a current Rules card, and be compensated as set forth in this Article. Prior to a third attempt to pass a Rules exam, the trainman and the UTU Local Chairman, or his designee, will meet with the Local Manager to determine a course of additional training, etc., for the trainman. If the trainman fails the Rules exam on the third attempt, he/she will be terminated and their name removed from all seniority rosters.

## **ARTICLE X - IDR OVER MILES RATE - NEW OPERATIONS**

- A. Effective the date of this Agreement, CNW crews working freight assignments, which operate under the terms and conditions set forth in Article II - New Operations of the UP/CNW Merger Implementing Agreement dated June 28, 1996, that currently are not being paid the ID over mile rates established in Article IX, Interdivisional Service of the UTU October 31, 1985 National Agreement, as amended, will be paid the ID over mile rates for all miles run in excess of the miles encompassed in the basic day.

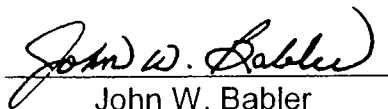
- B. The time claims on file for the ID over mile dispute are scheduled for an arbitration hearing at Public Law Board No. 6685, UTU vs. UP - David Twomey, Neutral. The findings in the Award from that arbitration hearing will only apply to claims filed. The agreed to conditions in paragraph A, above will not be affected by the findings set forth in the Award.
- C. Paragraph A above is a quid pro quo settlement reached by the parties for this Memorandum of Agreement, and is without prejudice to either parties positions. Based on that fact, this Article will not be referred to in any manner, or for any reason, by either the UTU or the Carrier in that upcoming arbitration.

## ARTICLE XI - GENERAL

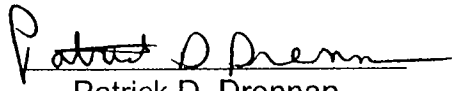
- A. Should the provisions of this Agreement conflict with the terms and intent of any other UTU Agreement, this Agreement will apply.
- B. The use of the term "trainman" in this Agreement shall include all ground service employees which will include, but not limited to brakemen, yard helpers, conductors, foremen, utility men, footboard yardmasters, etc..
- C. All agreements and changes contained herein are expressly intended to amend applicable Agreements and Schedules on the Midwest Seniority District and Eastern Seniority District No. 1 of the former C&NW Lines General Committee.

Signed this 31<sup>st</sup> day of October, 2003, in Omaha, NE, to be effective November 1, 2003, unless specified different herein.


FOR THE UNITED  
TRANSPORTATION UNION:

  
John W. Babler  
General Chairman

APPROVED:

  
Patrick D. Drennan  
Vice President - UTU

FOR THE  
UNION PACIFIC RAILROAD:

  
Terry M. Stone  
Director Labor Relations

  
A. Terry Olin  
General Director Labor Relations

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter No. 1

October 31, 2003

Mr. John W. Babler  
General Chairman  
United Transportation Union  
307 W. Layton Avenue  
Milwaukee, WI 53207

Dear Sir;

In connection with our October 31, 2003, Memorandum of Agreement, effective November 1, 2003, specifically, Article III Extra Boards, Regular Assignments and Pool Guarantees, Section 2 (C), the following "Note 3" will be added to the Agreement and is applicable to Eastern Seniority District passenger service conductors and brakemen/ticket collectors with respect to the passenger extra board guarantees:

"Note 3: The conductor's road extra board guarantee amount (\$2,655.45) will apply to the passenger conductor's extra board. The brakeman's road extra board guarantee amount (\$2,513.10) will apply to the passenger brakeman/ticket collector extra board. All conditions in this Article III will apply to the passenger conductor's extra board and the brakeman/ticket collector's extra board."

If this accurately reflects our understanding, please indicate your acceptance and concurrence by signing in the space provided below.

Sincerely,

A handwritten signature in black ink, appearing to read "T.M. Stone".

Terry M. Stone

A handwritten signature in black ink, appearing to read "John W. Babler".  
John W. Babler  
General Chairman - UTU

June 11, 2008  
(R-102-08)

Mr. Terry M. Stone  
Director Labor Relations  
Union Pacific Railroad  
1400 Douglas Street  
Stop 0710  
Omaha, NE 68179-0719

Dear Mr. Stone:

This letter confirms our conversation of June 9, 2008, concerning the proper application of Article I, Section III, D., of the November 1, 2003 Memorandum Agreements regarding the "assigned point of headquarters" of employees engaged in on-the-job or classroom training.

It is agreed that the point of headquarters will be assigned during the initial classroom training, prior to the start of on-the-job training.

If this accurately reflects our understanding, please indicate your concurrence in the space provided below.

Sincerely,

  
Michael J. Reedy  
General Chairman, G.C.A.

MJR:jg

In Concur:

  
\_\_\_\_\_  
Terry M. Stone  
Director Labor Relations

6/16/08  
Date



GENERAL COMMITTEE OF ADJUSTMENT

# *united transportation union*

UNION PACIFIC RAILROAD COMPANY  
(Former C&NW Railway Co.)

October 14, 2005  
(R-203-05)

**RECEIVED**

307 W. LAYTON AVE.  
MILWAUKEE, WI 53207  
414-489-3700

FAX 414-489-3705

E-MAIL MREEDY@UTUCNWGCA.ORG

Mr. Terry M. Stone  
Director Labor Relations  
Union Pacific Railroad  
1400 Douglas Street  
Stop 0710  
Omaha, NE 68179-0719

OCT 14 2005

GENERAL COMMITTEE  
U.P. (CNW)

Dear Mr. Stone:

This letter confirms our conversation of October 14, 2005, concerning the proper interpretation of Article III, Section IV and V of the November 1, 2003 Memorandum Agreements regarding the proper board placement of employees marking up from absences.

It is agreed that the following Question and Answer will be applicable:

29. Q: If two or more employees return from an absence at the same time, how will they be placed to the same pool or extra board?
- A: The employee whose absence began first will be placed on the board first. If the absences began at the same time, the employees will be placed in seniority order (senior employee first).

If this accurately reflects our understanding, please indicate your concurrence in the space provided below.

Sincerely,

Michael J. Reedy  
General Chairman, G.C.A.

MJR:jg

In Concur:

Terry M. Stone  
Director Labor Relations

10/24/05  
Date

June 18 , 2008

Mr. Mike Reedy  
307 W. Layton Ave.  
Milwaukee, Wi. 53207

Dear Sir;

This will confirm our understanding of the November 1, 2003, Memorandums of Agreement, concerning the Single Day Vacation Allotment contained in Section III, of Article VIII; also Section III, of Article VI of the May 16, 2005, Memorandum of Agreement in effect on the Western 6 Seniority District

Section III, C, 1, sets forth the number of single days of vacation for an employee holding a regular yard assignment and yard boards with assigned rest days to have five (5) single day's of vacation. Section III, C, 2, provides for employees holding a position in road service, road extra boards, combination boards, or yard boards without rest days to have seven (7) single day's of vacation.


In the application of paragraph C, above, the parties have agreed to apply the agreement as follows:

- 1) Each week of single day vacations will be reviewed independently from the other weeks of single day vacations to determine whether the employee is entitled to five or seven days of single days of vacation, utilizing the criteria in item 2, below
- 2) The determining factor of whether an employee is entitled to five or seven days of single day vacation will be based upon the type of service in which the employee is assigned at the time the first single day of vacation is taken (If an employee is assigned by application to a temporary vacancy at the time the first single day of a vacation week is utilized, the temporary vacancy will determine the type of service ) The rate of the five or seven days will be established under the provisions of the National Agreement.

If this accurately reflects our understanding, please sign in the space provided below.



T.M. Stone

  
M. Reedy - UTU Gen. Chmn



GENERAL COMMITTEE OF ADJUSTMENT

# ***united transportation union***

UNION PACIFIC RAILROAD COMPANY  
(Former C&NW Railway Co.)

June 27, 2005  
(R-138-05)

307 W. LAYTON AVE.  
MILWAUKEE, WI 53207  
414-489-3700

FAX 414-489-3705

E-MAIL MREEDY@UTUCNWGCA.ORG

Mr. Terry M. Stone  
Director Labor Relations  
Union Pacific Railroad  
1400 Douglas Street  
STOP 0710  
Omaha, NE 68179

**RECEIVED**

JUL 14 2005

UTU GENL. COMM-PROPER  
U.P. (CNW)

Reference: Guarantee calculation

Dear Mr. Stone:

Please refer to Article III of the Memorandum Agreement effective May 16, 2005, on the Western Seniority District No. 6, and Article III of the Memorandums of Agreement effective November 1, 2003, on all other seniority districts, regarding guarantees. An incident has been brought to my attention involving an employee who exercised seniority between a pool and an extra board, while maintaining full availability. The question concerned the pro-ration of guarantee, whether the pool guarantee or the extra board guarantee would apply on the day the exercise of seniority occurred. A review of the above agreements does not reveal a clear answer to the situation.

To clarify and simplify the application in future occurrences, I would suggest the following:

**"An employee exercising seniority from one assignment to another assignment (the second assignment having a different guarantee from the first) will be considered as occupying the position to which assigned at 12:00 o'clock, noon, for application of guarantee on that date."**

If you agree with this interpretation, please sign in the space provided.

Sincerely,

Michael J. Reedy  
General Chairman, G.C.A.

MJR:jg

I Concur:

Terry M. Stone  
Date 7/11/05