

**AGREEMENT BETWEEN UNION PACIFIC RAILROAD (UP)  
AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS (BLE)**

Whereas the BLE and various Carriers represented by the National Railway Labor Conference (NRLC) (including UP) have entered into a tentative agreement;

Whereas the aforementioned tentative agreement is presently subject to ratification by the BLE before it can become effective;


Whereas the BLE and UP have also reached certain other tentative agreements, listed below and attached hereto;

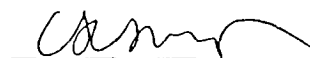
Whereas it is the intention of the parties that such other agreements, listed below and attached hereto, only become effective if and when the agreement between the BLE and those Carriers represented by the NRLC is ratified and becomes effective;

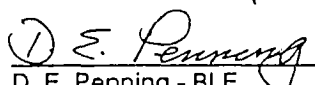
It is agreed:

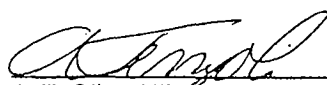
1. The BLE and UP have reached tentative agreement on the following agreements, copies of which are attached hereto:
  - (a) System Agreement - Discipline Rule
  - (b) System Agreement - Claim Handling Process
  - (c) System Agreement - Instructor Engineers
  - (d) System Agreement - Peer Training
  - (e) System Agreement - Weight on Drivers
  - (f) System Agreement - Extra (Undisturbed) Rest
  - (g) System Agreement - Without Fireman Payment
  - (h) System Agreement - Compensation Delivery
  
2. The above-listed agreements will become effective only if and when the agreement between the BLE and the various Carriers represented by the NRLC is ratified and becomes effective. In that event, the above listed agreements will become effective on the same date as the BLE/NRLC Agreement.

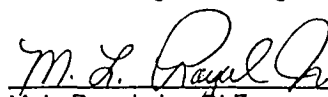
Signed this 21 day of March, 1996

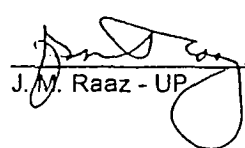
  
B. D. MacArthur - BLE


  
L. A. Lambert - UP

  
D. E. Penning - BLE

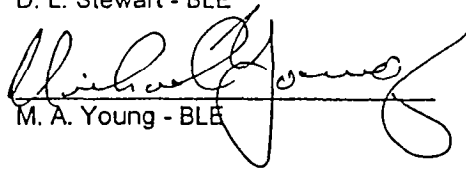
  
A. T. Olin - UP

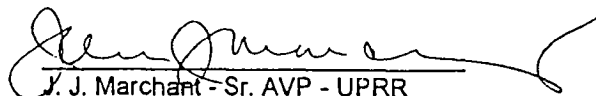
  
M. L. Royal, Jr. - BLE

  
J. M. Raaz - UP

  
D. L. Stewart - BLE

Approved:

  
M. A. Young - BLE

  
J. J. Marchant - Sr. AVP - UPRR

Approved:

  
R. Dean - VP - BLE

## SYSTEM AGREEMENT - DISCIPLINE RULE

1. All existing agreements pertaining to the handling of discipline are eliminated and replaced by this agreement.

### GENERAL

2. Locomotive engineers will not be disciplined without first being given a fair and impartial investigation except as provided below. They may, however, be held out of service pending investigation, but it is not intended that an engineer be held out of service for minor offenses.

### NOTICE

3. Within 10 days of the time the appropriate company officer knew or should have known of an alleged offense, the engineer will be given written notice of the specific charges against him or her. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the engineer the opportunity to arrange for representation by a BLE representative(s) (the BLE Local Chairman or other elected BLE Officers) and witnesses. 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 BLE Local Chairman.

### WAIVER

4. Prior to the investigation, the engineer (and the BLE representative if desired by the engineer) may contact the designated carrier officer 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.
  - (a) If such informal conference results in the proposed discipline being dropped, no further action will be taken.
  - (b) If such informal conference results in proposed discipline being accepted by the engineer and the investigation being waived, the engineer's record will be updated accordingly.

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- (c) If such informal conference does not result in either (a) or (b) above or no informal conference takes place, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

#### INVESTIGATION

- 5. Unless postponed for good cause, the investigation will be held no later than 10 days after the date of the notice.
- 6. When practicable, the investigation will be held at the engineer's home terminal. When that is not practicable, the investigation will be held at a location which will minimize the travel, inconvenience and loss of time for all employees involved. When an engineer is required to travel to an investigation at other than his or her home terminal, the engineer will be reimbursed for actual, reasonable and necessary expenses incurred.
- 7. Where request is made sufficiently in advance and it is practicable, the engineer and/or the BLE representative will be allowed to examine material or exhibits to be presented in evidence prior to the investigation. At the investigation, the engineer and/or the BLE representative will be afforded the opportunity to examine or cross examine all witnesses. Such examination will extend to all matters under investigation.
- 8. The investigation will be recorded and transcribed. Copies of transcript will be furnished to the engineer and the BLE Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

#### DECISION

- 9. A written decision will be issued no later than 10 days after completion of the hearing. The notice will be sent by US Mail to the last known address of the engineer and to the BLE Local Chairman.
- 10. If the Superintendent fails to issue a decision within such 10 day time limit or if the engineer is found not at fault, the engineer will be paid for any time lost and the engineer's record will be cleared of the discipline at issue.

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## APPEALS

11. If the engineer is not satisfied with the decision, the BLE General Chairman may appeal to the designated Labor Relations officer within 60 days from the date of the Superintendent's decision.
12. The Labor Relations officer will respond to the appeal within 60 days from the date of the BLE General Chairman's appeal. If the Labor Relations officer fails to respond within 60 days, the engineer will be paid for any time lost and the engineer's record will be cleared of the discipline at issue.
13. If the engineer is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the engineer or his or her duly authorized representative within one year of the date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

## MISCELLANEOUS

14. 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.
15. Engineers 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 hours, to be paid at the rate of the last service performed.
16. The engineer being investigated or the BLE 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 engineer or BLE 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.
17. If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an engineer who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the engineer for the 12 month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

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NOTE, Section 1: This agreement is not intended to modify or replace "By-Pass" or "Companion" Agreements.

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, Section 17: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, however, to exclude those months in which the employee lays off on his/her own accord. It is intended the twelve (12) month period utilized will reflect the engineer's normal work habits and history.

Example:

An engineer was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the engineer is reinstated and awarded time lost (back pay). Six months prior to his/her dismissal, said engineer was off-duty (medical leave) for two (2) months (March and April) due to a documented major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months, including September (March and April are excluded due to the employee having no earnings in those months due to the medical condition).

UNION PACIFIC RAILROAD COMPANY



March 21, 1996

B. D. MacArthur  
General Chairman BLE  
217 Fifth Avenue South, Suite 502  
Clinton, IA 52732

SUBJECT: System Discipline Rule

Dear Sir:

This is in reference to item 3. Notice of the above referred to Agreement and the definition of "BLE representative" as used in that item.

On the CNW System (those portions remaining under CNW System Collective Bargaining Agreements after the implementation of the UP/CNW NYD Merger Award) the term "BLE representative(s)" will be interpreted as it currently is on the former CNW territories. This interpretation will remain in effect until such time as changed by Agreement or the CNW General Committee would exercise the option to impose exclusive representation. At that time this exception to the "System Agreement - Discipline Rule" would be cancelled.

Please indicate your concurrence by signing in the appropriate space indicated below.

FOR THE ORGANIZATION:

B. D. MacArthur  
B. D. MacArthur  
General Chairman - BLE 4/1/96

FOR THE CARRIER:

C. R. Wise  
C. R. Wise (jrw)  
Director - Labor Relations

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## SYSTEM AGREEMENT - CLAIM HANDLING PROCESS

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

1. All time claims must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days of the date of the occurrence on which the claim is based.
2. Should any time claim be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.
3. If a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.
4. Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.
5. Within one-hundred-eighty (180) days of the date of the rejection of the appeal, the B.L.E.'s highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations.
6. Within sixty (60) days of the Time Claim Conference, Labor Relations must send a final rejection letter of such claim to the B.L.E.'s highest designated officer to handle such claim.
7. Within one-hundred-eighty (180) days of the date of the final rejection letter after Conference, the highest B.L.E. officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.
8. If either party 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.
9. All rights of the Claimant involved in continuing alleged violations of the Agreement shall, under this rule, be fully protected by continuing to file a claim for each occurrence (or tour of duty).



10. This rule recognizes the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of the employees they represent.

Note 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

Note 2: The use of the term "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

Note 3: The parties agree all claims submitted prior to the effective date of this Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of this Rule will be handled in accordance with this Rule.

Q-1: What does the term "list the claim" in Section 7 mean?

A-1: In "list(ing) the claim", the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q-2: Does this rule apply to claims under Labor Protective conditions?

A-2: Yes, unless the labor protective conditions provide for different time limits or procedures.

## SYSTEM AGREEMENT - INSTRUCTOR ENGINEERS

The Carrier may utilize locomotive engineers to provide on-the-job training to student engineers. Such training will be delivered by locomotive engineers designated as "Instructor Engineers" during their working trips, subject to the following:

### Instructor Selection/Retention

1. The Carrier will determine the number of Instructor Engineers needed in a particular territory.
2. The availability of that number of Instructor Engineer designations will be advertised.
3. The appropriate Carrier officer and the BLE Local Chairman will review the applications and select the successful applicants. In order to ensure that the most qualified applicants are selected, consideration should be given to the following factors:
  - Skill as a locomotive engineer.
  - Communication skills.
  - Safety/discipline record.
  - Experience as a locomotive engineer.
  - Seniority.

As the purpose is to select the most qualified applicants, the parties must display the utmost objectivity and fairness in making their selections.

In the unlikely event that the Carrier Officer and Local Chairman are unable to agree on selection, the selection will be made by the Carrier officer.

4. The Carrier will develop and utilize a feedback mechanism which will allow student engineers to evaluate Instructor Engineers. The appropriate Carrier Officer and BLE Local Chairman will periodically review the evaluations for the purpose of identifying performance deficiencies.

5. Where appropriate, the Carrier officer should consult with the Instructor Engineer and the BLE Local Chairman in an attempt to correct any performance deficiencies prior to removal. The Carrier may remove a particular locomotive engineer from the list of designated Instructor Engineers.
6. Instructor Engineers may voluntarily relinquish their designation as such.

#### Training Conditions

1. Instructor Engineers will be responsible for the proper supervision of student engineers during their on-the-job training.
2. Instructor Engineers will permit student engineers to operate the locomotive and perform other functions of an engineer.
3. (a). The Instructor Engineer will not be held responsible for broken knuckles, damaged drawbars or rough handling or missed platforms when the locomotive is operated by the student engineer.  
  
(b). Instructor Engineers will not be held responsible for rule violation(s) committed by the student engineer so long as the Instructor took every reasonable precaution to prevent the rule violation(s) and alleged negligence on the part of the Instructor Engineer neither caused nor directly contributed to the rule violation(s).
4. The Instructor Engineer will complete any required report regarding the performance of the student engineer.

#### Compensation

1. Instructor Engineers will receive one of the following allowances, in addition to all other earnings, for each tour of duty with a student engineer or with an engineer taking a recertification trip required by the FRA to maintain his or her locomotive engineer's license:

Yard Service: \$14.00

Road Service (including local and road switcher): \$28.00

Note: The foregoing allowances are "frozen" (i.e. not subject to future wage increases).

2. The presence of a student engineer will not affect the Instructor Engineer's rate of pay when operating without a fireman.

### Special Qualifications

1. The Carrier may establish special qualifications for Instructor Engineers such as additional training courses designed to enhance their abilities as locomotive engineer and/or instructor.

2. Locomotive engineers will be given a reasonable time following selection as an Instructor Engineer to complete any such special qualifications.

Q-1: If the need arises for a student engineer or an engineer recertifying to ride and an instructor is not available may another engineer be used?

A-1: Yes.

Q-2: What will the non-instructor engineer be paid?

A-2: The same as an instructor engineer under the compensation provisions of this agreement.

## INSTRUCTOR ENGINEERS

The parties recognize that it is the intent of this agreement to provide sufficient engineer instructors to meet the needs of the service. This benefits currently working engineers because it assists in providing additional manpower to meet the needs of new business and the normal attrition of current engineers. The interruption of training due to an insufficient number of trainer applicants or the voluntary relinquishment of trainer positions could adversely affect the training of student engineers and result in current engineers working additional assignments.

Therefore, if a sufficient number of applicants are not received in a given area or voluntary relinquishment of trainer assignments causes an insufficient number of trainers to meet the needs of the service, then the Carrier may revert to the former method of assigning students to engineers in that area and the pay provisions that existed previously shall also apply.

## SYSTEM AGREEMENT - PEER TRAINING

The parties recognize that several factors including FRA licensing, new technology, rules exams, fuel conservation, etc., have created a need for more expanded training programs. Due to the ebb and flow of training opportunities and the benefits that arise from the use of peer training, the parties agree that the Carrier may supplement its training program with peer trainers as follows:

1. The Carrier may develop a pool of peer trainers in two classifications called (1) classroom peer trainers and (2) field peer trainers. An employee may be qualified as both a classroom and field peer trainer.
2. The Carrier may post notices for a seven (7) day period advertising a specific number of classroom and/or field peer trainer positions. It is anticipated that the positions will be established at major home terminals but the parties recognize that trainers may be sent to smaller terminals to assist in training. Trainers may also travel to other major home terminals to train new trainers. The positions will be for a one-year period and then rebulletined.

NOTE 1: Peer trainers who are working as such at the end of the one year period will finish their assignment but will not begin a new peer training assignment unless selected for a new one-year period.

NOTE 2: At terminals where more than one seniority district works, i.e. Salt Lake City, it is not necessary to have trainers from each seniority district. A trainer may train engineers from multiple seniority districts.

NOTE 3: Engineers holding seniority at a given location will be used as trainers unless business levels are such that it would create a shortage or continue a shortage of engineers at that location. In these instances, trainers from an area of surplus may be used. In Notes 2 and 3, field rides will only be given after a peer trainer is familiar with the territory.

3. (a) The Local Chairmen will collect the applications and review them with the designated Carrier Officer. If the list of applicants is equal to or greater than twice the number of positions posted, the two parties will then eliminate one name each on an alternating basis (Local Chairmen first) until the number remaining equal the number of trainer positions posted.

(b) If the number of applicants is less than twice the number, the Local Chairman and Carrier Officer may accept the list as is to make their selections or they may add to the list (Carrier Officer first) until twice the number of engineers are on the list. The parties will then finalize the list per (a) above.

(c) The engineers selected will be designated as Trainers subject to the terms and conditions of this agreement.

NOTE 1: The non-selection of an engineer as a trainer does not reflect on the ability of an engineer to handle a train but recognizes that trainer skills are different skills.

NOTE 2: Should the Local Chairmen not produce a list of applicants and/or proposed trainers, then the General Chairman will do so in a timely manner.

4. (a) Peer trainers may be used for any training needs for engineers or the public such as but not limited to:

- (1) Rules exams.
- (2) Check rides - pre-certification, familiarization and others.
- (3) Red Block.
- (4) Operation Life Saver.
- (5) New equipment - including distributive power.
- (6) Simulator.
- (7) Pilot service - terminal and road familiarization in connection with mergers, trackage rights, new ID runs, etc.

(b) Classroom peer trainers will be primarily used in classroom settings, including rules exams, Red Block, Operation Life Saver, etc.

(c) Field peer trainers will be primarily used in the field including check rides, hostler training, new equipment, simulators, pilot service, etc.

(d) Employees designated as both classroom and field peer trainers may be used in either capacity. The two classifications of trainers are meant as guidelines and it is recognized that work in each area will overlap and claims will not be filed because of any overlap.

5. The Carrier may require additional training for peer trainers designed to enhance their ability to perform peer training duties. When sent to another location for additional training or to train others, they will be reimbursed for actual travel expenses as arranged by the Carrier. Employees who receive permission to drive their own automobile will be reimbursed at the then current mileage rate. Employees must turn in expense account forms showing actual travel and meal expenses and receipts where required by Carrier policy.
6. When a training need arises, the Carrier will select a peer trainer(s) from the pool of trainers and assign the trainer(s) to the assignment. If the assignment is anticipated to be 30 days or less, the vacancy, caused by the trainer leaving their regular assignment, will be treated as a temporary vacancy under existing rules. If it is anticipated that the vacancy will be for 31 days or longer, then as a permanent vacancy under existing rules.
7. Peer trainers shall be paid as follows:
  - (a) Trainers who work in a classroom or simulator setting shall be paid \$230 per day.
  - (b) Trainers who work in the field (on moving locomotive units) will be paid the greater of \$230 per day or one hundred fifteen (115) percent of their prior years' earnings used to determine their 1/52 vacation pay. The percentage amount shall be divided by 365 and a daily rate shall be established.
  - (c) The rate (\$230 or 115%) shall be paid for each day the trainer is withheld from their regular assignment due to their training assignment. The payment, either the percentage amount or the minimum amount shall be for all services rendered and no other payment, overtime or arbitrary of any kind shall be paid.

Example 1: The trainer, working in pool freight service, is notified to teach rules exams the following week beginning on Monday. If his/her pool turn normally would arrive back in town no later than Saturday at 11:59 p.m., he/she will work the turn and begin training Monday through Friday and be paid five days at \$230 per day. If his/her pool turn leaves on Friday (the last day of training) and returns on Saturday, then he/she will receive another day's pay for Saturday. If the original pool turn does not leave until the Saturday before the training begins, the trainer will be paid two additional days at \$230 for the Saturday/Sunday missed days of the regular turn.

Example 2: The rate using the percentage factor is \$265 per day. A trainer is used to work with an engineer on distributed power between two terminals. The trainer is used on Monday to the far terminal and Tuesday back, the same days his regular assignment worked. The trainer is paid \$265 per day.



(d) Any engineer working as a trainer will be treated as occupying the "highest rated position available" for purposes of computing any applicable protection.

(e) It is understood that all time spent serving in any program addressed by this Agreement is considered the same as marked up and-available for guarantee purposes. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and vacation earnings.

## SYSTEM AGREEMENT - WEIGHT ON DRIVERS

1. The minimum weight in through freight service will be 1,200,000 lbs. (representing three locomotive units). The actual weight of all locomotive units utilized will continue to be determined by the carrier and such weight will apply in instances where the total weight exceeds 1,200,000 lbs.

NOTE: Distributed Power Units (DPU) will be included in the calculation of total weight on drivers under this Agreement.

2. The minimum weight as set forth in Section 1 above applies only for locomotive engineers operating in through freight service.
3. Effective on the effective date of this agreement, the parties agree to establish an Average Weight-on-Driver Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay. The Committee will be guided by the following concept:

After a joint review involving timekeeping records, the parties will establish the average weight of locomotives utilized on the system in through freight service. Thereafter, in through freight service, this average weight will apply to each unit above three units in a locomotive consist.

## SYSTEM AGREEMENT - EXTRA (UNDISTURBED) REST

1. Engineers may take extra (undisturbed) rest under the following circumstances:
  - (a) When an engineer's tour of duty (non-deadhead) has been for eight (8) or more hours; or
  - (b) When an engineer's tours of duty (including deadheads) in the previous five (5) consecutive calendar days have resulted in no rest (off-duty) period of twelve (12) or more continuous hours.
  
2. Engineers taking extra (undisturbed) rest pursuant to (a) and (b) above may do so under the following conditions:
  - (a) If on duty for more than eight (8) hours, but less than twelve (12) hours, an engineer may take eight (8) or ten (10) hours undisturbed rest.
  - (b) If on duty twelve (12) hours, an engineer may take ten (10) or twelve (12) hours undisturbed rest.
  - (c) If there was not a twelve (12) or more hour rest period in the previous five (5) consecutive calendar days, an engineer may take eight (8), ten (10) or twelve (12) hours undisturbed rest.
  - (d) An engineer taking extra (undisturbed) rest must so advise CMS at time of tie-up.
  - (e) Engineers may not take extra (undisturbed) rest on the day before or the day of a holiday recognized under applicable Agreement provisions.
  - (f) Engineers taking extra (undisturbed) rest shall not be contacted during such period.
  
3. Engineers will not be considered as unavailable for guarantee purposes for the first extra rest taken in each pay period. Engineers taking extra (undisturbed) rest will be considered unavailable for the second and successive extra (undisturbed) rest occurrences in each pay period if they would have been called had they not taken the extra (undisturbed) rest. In each such instance(s) the guarantee reduction for an extra board engineer will be one (1) guarantee day, and for a guaranteed pool engineer, one (1) round trip.

NOTE: The purpose of this Rule is to provide engineers with the opportunity to obtain, when needed, rest so as to ensure they can safely perform their duties. This rule is not intended to be a mechanism to allow engineers to only work certain shifts, avoid calls, or lay off. It is likewise not intended undisturbed rest be taken after every trip. The parties recognize the merit of this rule and will jointly work to eliminate any abuse of this rule.

Q-1. Will a regular assigned engineer on a yard relief assignment be allowed to take extra (undisturbed) rest when such extra rest would result in the engineer not working his/her next assignment?

A-1. No. It is not the intent of this rule to use extra (undisturbed) rest to avoid a regular assignment.

Q-2. May an engineer take extra (undisturbed) rest under 1(b) if his/her last trip in the five (5) day period was a deadhead?

A-2. Yes. The intent of the rule is to provide an opportunity for extra rest when both work and deadhead have resulted in no rest period(s) of twelve (12) or more hours in the previous five (5) calendar days.

Q-3. Is an engineer removed from the extra board or pool when he/she takes extra rest at the home terminal?

A-3. No. An engineer will <sup>with the eng.</sup> hold his/her turn on the board or in the pool. If the pool engineer's turn goes out while the engineer is on extra rest they will wait for their turn to return to the home terminal. If extra board engineer will continue to move up the board and if not rested when first out will remain first out.

Q-4. What happens if an engineer takes undisturbed rest at the away-from-home terminal?

A-4. If the engineer is first-out and not rested for a call, the engineer will remain first-out until rested.

Q-5. Must the Carrier hold a train for an employee requesting extra rest?

A-5. No.

## SYSTEM AGREEMENT - WITHOUT FIREMAN PAYMENT

Pay rules providing for additional pay when working without a fireman and that pay's relationship to working with a reduced train crew are amended as follows:

1. Union Pacific Eastern District and Western Region (South Central, Western Pacific, Idaho and Oregon) shall have the \$6.00 payment rolled into the basic rate.
2. Union Pacific Upper Lines, Chicago and Eastern Illinois and Southern Region shall have the \$4.00 payment increased to \$6.00 and rolled into the basic rate.
3. The respective six (6) cents and four (4) cents per over mile payment shall continue as previously handled.
4. The \$6.00 and \$4.00 payments and/or reduced crew equalization payments are eliminated.

NOTE 1: The Union Pacific - CNW area will have no adjustment made as the payments were previously rolled in.

NOTE 2: This does not affect the payment of \$15 and 15 cents per overmile or the payment of \$2.75 and 45 minutes.

## SYSTEM AGREEMENT - COMPENSATION DELIVERY

1. On and after January 1, 1997, employees covered by this agreement will receive pay by one of the following means:
  - a. paycheck delivered by U.S. Mail; or,
  - b. pay transferred electronically to the employee's financial account (hereinafter "direct deposit").

Unless an employee requests direct deposit, the employee's paycheck will be delivered by U.S. Mail.

2. In recognition of the importance of this change to employees covered by this agreement, the parties agree to the following implementation procedure:
  - a. On or before September 1, 1996, all employees will be mailed an explanation of the new process for delivery of pay. The mailing will also contain an explanation of how to request the direct deposit option.
  - b. Every effort will be made to ensure that Carrier records reflect correct mailing addresses for employees.
  - c. Every effort will be made to quickly resolve any errors in delivery of pay, whether by U.S. Mail or direct deposit.

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**AGREEMENT**

**between the**

**UNION PACIFIC RAILROAD COMPANY  
for the territory  
*Chicago & North Western Railway Co.*  
and the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

-----  
**GUARANTEED ENGINEERS' EXTRA BOARD**  
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Guaranteed engineers' extra boards may be established in the territory subject to the *Chicago & North Western's* collective bargaining *agreements* subject to the following:

1. OPERATION. At the Carrier's discretion guaranteed extra boards may be established, upon thirty (30) days' written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s), same may be suspended upon thirty (30) days' written notice to the General Chairman.

The engineers' guaranteed extra board will operate on a rotary basis. Any engineer displacing on or marking up for service will be placed at the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at bottom of the extra board per tie-up time. If more than one tie-up at the same time, pervious board standing will govern.

2. GUARANTEE. Engineers assigned to the extra board shall receive a semi-monthly guarantee of **\$2405.16** per pay period. This rate is subject to future general wage adjustments including COLA. The guarantee shall be computed on a daily basis and shall not apply to any calendar day the extra engineer lays off or otherwise becomes not available

for service or any following calendar day which an extra engineer continues to lay off or to be unavailable past 12:00 Noon.

NOTE: See "Attachment A" for various examples.

All earnings received by extra engineers assigned to the extra board will be used in computing such guarantee. Extra engineers laying off on call, missing call or not available for call account tied up for extra rest will have their guarantee reduced by the amount they would have earned had they not laid off on call or missed call, with a minimum of a guaranteed day. Extra engineers missing call when other than first-out will have their guarantee reduced by one day only. Extra engineers unavailable more than two (2) occurrences per pay period, or being unavailable more than 72 combined hours per pay period, will have their guarantee suspended for such pay period. This will include any unavailable status including extra rest, but will exclude layoffs for Company business and local chairman, legislative representative, vice local chairman, secretary treasurer or division president who must lay off for union business.

Engineers added to the extra board will be paid guarantee for the day added provided they meet the availability requirement of this agreement and all earnings made on the day added will be included in computation of guarantee. Guarantee will not be paid to an engineer on the day reduced from the extra board.

NOTE: See "Attachment A" for examples of guarantee payment.

**3. REST DAY/INCENTIVE PAY. Engineers assigned to the guaranteed extra board for an entire pay period (or who is reduced from the board by the Carrier prior to completion of the pay period) shall be entitled to one (1) rest day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:**



- (a) At the time the rest day the engineer must be other than first out.
- (b) The rest day must be taken at any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.
- (c) The rest day cannot exceed 24 hours.
- (d) This provision does not affect or modify any provision contained in the paid holiday agreement.

Engineers assigned to the guaranteed extra board for an entire pay period who remain marked up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guaranteed day representing the one (1) rest day to which entitled under this Item 3, but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an engineer does or does not exceed the guarantee for the period and shall be in addition thereto.

Reductions in guarantee due to layoffs/absences does not apply when taking rest day(s) under this Item 3.

4. LAYING OFF OTHER THAN ON CALL (AT HOME TERMINAL). An extra engineer laying off for any reason and at any time other than on call will not be permitted to mark-up for twelve (12) hours from the time he/she laid off. He/she must mark-up to resume service.

5. LAYING OFF (ON CALL) AT HOME TERMINAL. An extra engineer laying off on call will be held in (i.e., will not be permitted to mark-up) until the tie-up of the respondent or twelve (12) hours from the time of the lay-off, whichever is later, and must mark-up to resume duty. It is understood that this provision does not estop the Carrier from administering such discipline as it deems proper for a missed call.

6. MISSING CALL (AT HOME TERMINAL). An extra engineer missing call will be automatically marked to the bottom of the extra board at the time of such miss call.

7. MISSED CALL (AT FAR TERMINAL). For guarantee purposes, an extra engineer missing a call or laying off at the far terminal will be treated the same as an extra engineer laying off on call at the home terminal and will not be returned to the extra board until tie-up of the assignment he/she missed call for.

8. OUTLYING VACANCY. An extra engineer who misses a call, lays off on call or ties-up for extra rest when he/she stood for an outlying vacancy will, upon reporting for service, be required to relieve the engineer who accepted the call if he/she is still occupying the outlying vacancy. His/her guarantee will be reduced by the amount he/she would have earned with a minimum of one guarantee day for each day laid off..

9. TYING UP FOR EXTRA REST. An extra engineer tying up for extra rest will retain his/her position on the extra board. If he/she becomes first-out and thus not available for service, he/she will be held in until the tie-up of the respondent or twelve (12) hours from the time of miss call, whichever is later. He/she must mark-up to resume service.

10. REGULATION. **The Carrier shall have the unqualified and unchallenged right to determine the number of engineers to be placed and maintained on a Guaranteed Extra Board. Carrier will, however, ensure that there are sufficient Engineers on the GEB to permit those employees reasonable absence privileges. Assignments to the guaranteed extra board shall be made by application.**

Engineers added to the extra board shall not be removed therefrom for a period of 7 days but may bid off or be displaced sooner.

EXAMPLE: Extra board is added to on May 1. Engineer assigned to the extra board on May 1 may not be removed until May 8.

11. DEADHEADING. Deadheading which results from the regulation of the extra board will not be paid for.

12. SHORT TURNAROUNDS. Extra engineers making a short turnaround trip out of the home terminal of assignment will be placed at the bottom of the extra board.

13. CONFLICTING AGREEMENTS. This agreement in no way conflicts with *rules governing "Rest"*, and the separate seniority districts union business agreements; however, all other agreements in conflict with this agreement are hereby superseded while this agreement is in effect.

14. PENALTY CLAIMS. The Company will not be penalized in any way in the application of this agreement.

15. AMENDMENTS/TERMINATION. This Agreement may be amended at any time by agreement of the parties signatory hereto; otherwise under the provisions of the Railway Labor Act, as amended. This agreement may be cancelled by the Union party signatory hereto by serving sixty (60) days' written notice to the Carrier with the understanding that the termination will be effective at midnight on either the 15th or last day of the calendar month following the sixty (60) day period calculated from the date of the Union's notice. This is with the understanding that, should the carrier so request, the parties shall meet and review any problems associated with the cancellation of this Agreement. **In the event this agreement is cancelled, the guaranteed extra board conditions set forth in Side Letter #20 of the Award of Arbitration Board No. 458 dated May 19, 1986 will be placed into effect pursuant to the agreement found as Attachment "B".**

16. This agreement supersedes *all Guaranteed Engineers' Extra Board Agreements on the Chicago & North Western system, and will apply to all extra boards in existence on the CNW on the effective date of this Agreement..*

17. This agreement shall become effective on June 16 1996

JFM  
Per conversation  
with B.D.M. on  
6/12/96.

FOR THE ORGANIZATION:

FOR THE CARRIER:

B. D. MacArthur  
B. D. MacArthur  
General Chairman BLE

C. R. Wise  
C. R. Wise  
Director - Labor Relations

031596f.agt

UNION PACIFIC RAILROAD COMPANY



March 21, 1996

B. D. MacArthur  
General Chairman BLE  
217 Fifth Avenue South, Suite 502  
Clinton, IA 52732

SUBJECT: Suburban Locomotive Engineer Compensation

Dear Sir:

This is in reference to our recent discussions regarding the variance of pay rates for locomotive engineers performing service in passenger service under METRA authority in Chicago, Illinois.

In recognition of these differences, the Union Pacific Railroad is agreeable to allowing a frozen payment of \$10.00 per passenger service trip. This payment is in addition to the daily compensation currently provided for under existing schedule rules and agreements.

This payment will not apply in cases where no passenger service is performed, such as deadhead separate and apart trips, rules classes, training, etc.

The payment provided here-in becomes effective only if and when the Agreement between the BLE and the various Carriers represented by the NRLC is ratified and becomes effective and is in recognition of the CNW Committee's support of that Agreement.

Please indicate your concurrence by signing in the appropriate space indicated below.

FOR THE ORGANIZATION:

B. D. MacArthur  
B. D. MacArthur 6/1/96  
General Chairman

FOR THE CARRIER:

C. R. Wise  
C. R. Wise (JWR)  
Director - Labor Relations



# Brotherhood of Locomotive Engineers

General Committee of Adjustment  
Union Pacific Railroad - CNW Lines

B.D. MACARTHUR  
CHAIRMAN

M.L. ELSBERRY  
VICE CHAIRMAN

D.J. DEROCHE  
SECRETARY-TREASURER

217 Fifth Ave. S. Suite 502 • Clinton, IA 52732 • (319) 243-9313 • Fax (319) 243-1109

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Clinton, Iowa  
December 2, 1996

CIRCULAR LETTER NO. 31

ALL LOCAL CHAIRMAN BLE/CNW/UP  
GENERAL COMMITTEE OF ADJUSTMENT

Dear Sirs and Brothers:

For your information, please find the enclosed questions and answers relating to Guaranteed Extra Boards on the Union Pacific Railroad.

As you will note, only fourteen of the twenty-one questions and answers were discussed and both General Chairman Young and myself objected to Question and Answer No. 12 which prompted our follow up letter of November 19, 1996.

Also enclosed, please note the Letter of Understanding dated October 25, 1996 signed November 27, 1996 to implement Personal Leave Days for road service engineers. As you will note, the Letter of Understanding is only applicable for 1997 unless otherwise agreed to.

We hope these documents will help to clarify these agreements.

Fraternally yours,

B.D. MacArthur  
General Chairman, BLE

BDM:sjr  
cc: D. J. Derocher

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



November 14, 1996  
560.30-1

Mr. B. D. MacArthur  
General Chairman BLE  
217 Fifth Ave. South - #502  
Clinton, IA 52732

Mr. D. L. Stewart  
General Chairman BLE  
44 North Main  
Layton UT 84041

Mr. M. A. Young  
General Chairman BLE  
1620 Central Ave. - #203  
Cheyenne WY 82001

Gentlemen:

This has reference to our meeting in Las Vegas on September 30, 1996, wherein we discussed the various guarantee extra board agreements which became effective recently, particularly that portion involving "REST DAY/INCENTIVE PAYMENT".

While this is a new provision in your agreements, it is a provision which has been effect for quite some time on other portions of the carrier. At your suggestion carrier developed a "draft" consisting of 14 questions and answers to illustrate the carrier's application of the aforementioned agreement provision. Following our review of the draft, carrier suggested October 31st as a deadline for the submission of any additional questions which you might wish to have included.

As agreed, attached herelo is copy of questions and answers which relate to the application of the "REST DAY/INCENTIVE PAYMENT" provision. This list includes the 14 questions and answers reviewed in Las Vegas as well as additional ones developed in response to queries received from you. We believe these questions and answers are self-explanatory and will help engineers better understand the agreement and its application.

Yours truly,

A handwritten signature in black ink, appearing to read "T. L. Wilson, Sr.", written in a cursive style.

T. L. Wilson, Sr.  
Director - Labor Relations

A handwritten signature in black ink, appearing to read "C. R. Wise", written in a cursive style.

C. R. Wise  
Director - Labor Relations

111496a.tlw

## BLE GUARANTEE BOARDS

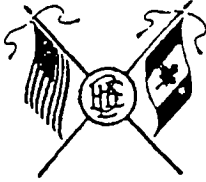
- Q1 What effect does vacation have on the "incentive" day?  
A1 The agreements require an engineer "remain marked up and available for service during the entire pay period" and further states "This incentive for full availability during the pay period..." Thus, any absence, paid or unpaid, voids the "incentive day".
- Q2 What effect does a single day vacation or personal leave day have on the "incentive day"?  
A2 Same as A1
- Q3 What effect does "OS" status (other service at Carrier's Direction) have on the "incentive day"?  
A3 "OS" status is used to denote an individual performing other service at the direction of the carrier. An individual in such status is not "laid off" and is considered available, following proper rest, after being released from "OS" status, thus the "incentive day" is unaffected.
- Q4 If an engineer is granted time off without any type of pay, may that employee elect whether or not the "incentive day" is charged?  
A4 Any layoff, whether paid or unpaid, voids the "incentive day"
- Q5 Does taking a "rest day" as defined in the agreement count toward unavailable time?  
A5 Yes. However, if taken within the constraints of the agreement, guarantee is not reduced.
- Q6 Does taking a "rest day" count as an occurrence as defined in the agreement?  
A6 Yes.
- Q7 Must an engineer work 15 days before he/she is entitled to a "rest day" or "incentive pay" in lieu thereof?  
A7 There is no requirement to work any specified number of days.
- Q8 May an engineer's request for a "rest day" be denied?  
A8 Requests for "rest days", like any non-emergency absence, are subject to the needs of the service and manpower availability; however, every reasonable effort is to be made in response to such requests.
- Q9 May a "rest day" be requested a day or more in advance?  
A9 The agreement does not preclude such; however, approval of the request by CMS would be subject to the needs of the service and manpower availability.



- Q10 Once a "rest day" is requested and granted, would a subsequent absence within the same pay period result in a reduction in guarantee for the "rest day"?
- A10 No, those reductions in guarantee due to layoffs/absences do not apply to "rest days" taken within the constraints of the agreement.
- Q11 Must a request be submitted for payment of the "incentive day"?
- A11 Yes. The "Incentive day" may be submitted along with claim for guarantee.
- Q12 Will an engineer tying up for "Undisturbed Rest" lose the "incentive day"?
- A12 Yes. See A1.
- Q13 Is "incentive day" pay used to offset guarantee?
- A13 No. "Incentive day" pay is allowed whether an engineer does or does not exceed guarantee for the period; it is paid in addition to guarantee.
- Q14 At what rate of pay is the "incentive day" to be paid?
- A14 One prorated guarantee day.
- Q15 Several of the GEB agreements contain a provision which results in suspension of the guarantee if "unavailable for more than two (2) calls per pay period, or being unavailable for more than 72 combined hours per pay period". Will the GEB allowable 'rest day' function in any manner to activate such agreement provision?
- A15 Yes. (See Q&A #5 and #6).
- Q16 An Engineer observes "free" lay-off day within the conditions set forth in the Extra Board Agreement. Later, within the same payroll period, the engineer lays off. Do the hours of the "free" lay-off day count in the calculation of the "72 combined hours" of unavailability in the pay period?
- A16 Yes. (See Q&A #5).
- Q17 Extra board engineer on a pool turn vacancy qualifies for and requests UDR at the away-from-home terminal. Is guarantee affected?
- A17 If this is the first UDR in the pay period, guarantee is unaffected. If this were the second (or greater) UDR in the pay period, engineer will be considered unavailable IF would have been called and the guarantee will be reduced one guarantee day; otherwise, guarantee is unaffected.
- Q18 Should a GEB Engineer qualify for and take UDR a second (or successive) time in a pay period, will his guarantee be reduced?
- A18 Yes, if the engineer would have been called had extra rest not been taken; otherwise, no reduction will be made.

- Q19 When GEB Engineers are utilizing the 'rest day' provision, must they so advise CMS Crew Dispatcher so that a special status can be initiated in the CMS records for GEB pay purposes?
- A19 Yes. Currently such absences are being identified as "LM".
- Q20 Do GEB Engineers receive Instructor Engineer pay in addition to (over and above) their GEB guarantee?
- A20 No. All earnings, including the instructor allowance, are used as an offset against GEB guarantee.
- Q21 Where there is a conflict between a guarantee extra board agreement regarding extra rest and the new system rule governing extra or undisturbed rest, which rule will apply?
- A21 Where there is such a conflict, the new system rule governing extra rest will apply.

q&aexbd.tlw



# Brotherhood of Locomotive Engineers

General Committee of Adjustment  
Union Pacific Railroad - CNW Lines

B. D. MACARTHUR  
CHAIRMAN

M. L. ELSBERRY  
VICE CHAIRMAN

D. J. DEROCHE  
SECRETARY-TREASURER

217 FIFTH AVE. S. SUITE 502 • CLINTON, IA 52732 • (319) 243-9313 • FAX (319) 243-1109

November 19, 1996

Mr. C. R. Wise  
Director Labor Relations  
Union Pacific Railroad  
1416 Dodge Street, Room 332  
Omaha, NE 68179

Mr. T. L. Wilson, Sr.  
Director of Labor Relations  
Union Pacific Railroad  
1416 Dodge Street  
Omaha, NE 68179

RECEIVED BLE-GCA  
NOV 25 1996  
UNION PACIFIC - EP  
CHEYENNE, WYOMING

Dear Sir:

In reference to your letter of November 14, 1996 your file 560.30-1 relating to the application of the Guaranteed Extra Board - Rest Day/Incentive Day provisions.

Just for the record and as you have noted, we reviewed 14 questions and answers, not the 21 you included. Also, my notes reflect that General Chairman Young and I both objected to and were not in agreement with the answer to Question No. 12.

Q12. "Will an engineer tying up for 'Undisturbed Rest' lose the incentive day?"  
A12. Yes. See A-1.

Undisturbed rest is provided for under another agreement currently in effect between this Organization and Union Pacific. This General Committee does not agree that the use of this provision of a current agreement should or does result in a penalty to the employee under the Guaranteed Extra Board Agreement.

Yours truly,

B.D. MacArthur  
General Chairman, BLE

BDM:sjr  
cc: M. Young  
D. Stewart

**"ATTACHMENT A"**  
**EXAMPLES FOR PAYMENT OF GUARANTEE**

An Extra engineer:

1. **WHEN FIRST-OUT (LAYING OFF AND MISSING A CALL).**

- (a) Lays off or lays off on call: at 10:30 P. M., January 3 and marks up at 12:00 Noon January 4. The extra engineer will lose guarantee or the amount he/she would have earned for the calendar day January 3.

If the extra engineer had not marked up until 12:01 P.M. January 4, he/she would have lost guarantee or the amount he/she would have earned for the calendar days January 3 and 4.

If the extra engineer continues to lay off greater than 72 hours, he/she will have his/her guarantee suspended for that half.

- (b) Lays off: at 1:00 A.M., January 3 and marks up at 1:00 P. M., January 3. The extra engineer will lose guarantee for the calendar day January 3.
- (c) Misses a call: at 11:00 A.M., January 3. The extra engineer will lose guarantee for January 3 or the amount he/she would have earned for January 3.

2. **WHEN SECOND-OUT (MISSING A CALL).**

- (a) Misses one call at the home terminal: at 11:00 A.M., January 3. He/she will lose one day's guarantee.
- (b) Misses two calls at the home terminal: at 11:00 A.M., January 3 and misses another call at 4:00 P.M., January 3 when first-out. The extra engineer will lose guarantee or the amount he/she would have earned for January 3.
- (c) Misses three calls at the home terminal: at 11:00 A.M., January 3 when second out, misses a second call at 4:00 P.M., January 3, and misses another call at 10:00 P.M., January 3. The engineer will lose his/her guarantee for the first-half pay period of January.

**NOTE:** In the examples 1(c) and 2(a) (b) (c) above, the extra engineer automatically drops to the bottom of the extra board at the time of the miss call.

January 8, 1997  
560.30-1

Mr. D. L. Stewart  
General Chairman BLE  
44 North Main  
Layton UT 84041

Dear Sir:

This has reference to your letter of December 20, 1996 listing additional questions concerning Incentive Day/Rest Day provision of guarantee extra board agreements as follows:

1. Is one entitled to a "rest day" with pay if:
  - A. He lays off prior to or after taking a rest day for personal leave vacation, sick, personal, or miss call in the same half?
  - B. Can rest day encompass a portion of a calendar days (example 10:00 AM Tuesday thru 10:00 AM Wednesday) without any loss of guarantee?
  
2. Is one entitled to "incentive pay" if:
  - A. In O. S. status during pay period?
  - B. On vacation during portion of pay period?
  - C. If P.L. taken during pay period?
  - D. If one OMT's another job during the pay period?"

Regarding item 1, the agreement does not provide for a "rest day" **with pay**. It provides for a "rest day" for which no deduction will be made from the guarantee.

Following are answers to the questions propounded:

- 1A No. Engineer must be marked up (other than first out) when requesting "rest day" which cannot exceed 24 hours.
  
- 1B Yes. The agreement provides: "the rest day must be taken any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.

- 2A Yes. See Q&A No. 3 of list previously provided.
- 2B No. See Q&A No. 1 of list previously provided.
- 2C No. See Q&A No. 2 of list previously provided.
- 2D No. An engineer who OMT's (Old Man Turn) another job takes the conditions of that assignment.

Yours truly,

T. L. Wilson, Sr.  
Director - Labor Relations

010897a.tlw

cc: Mr. M. A. Young  
General Chairman BLE  
1620 Central Avenue Room 203  
Cheyenne WY 82001

Mr. B. D. MacArthur  
General Chairman BLE  
217 Fifth Ave South - Ste 502  
Clinton IA 52732

RECEIVED  
MAY 13 1997  
-G.C. OF A

ATTACHMENT "B"

UNDERSTANDING

between the

UNION PACIFIC RAILROAD COMPANY  
for the territory  
Chicago & North Western Railway Co.

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

-----  
GUARANTEED ENGINEERS' EXTRA BOARDS  
-----

During the negotiation of the Agreement dated March 20, 1996, establishing engineer's guaranteed extra boards on the Chicago & North Western system, it was agreed by the parties signatory hereto, that if that agreement is cancelled by the Organization, the guaranteed extra board conditions set forth in Side Letter #20 of the Award of Arbitration Board No. 458 dated May 19, 1986 shall be placed into effect.

The understanding will become effective on 6/16/96.

FOR THE ORGANIZATION:

B. D. MacArthur  
B. D. MacArthur  
General Chairman BLE

FOR THE CARRIER:

C. R. Wise  
C. R. Wise (JmR)  
Director - Labor Relations

**Agreed to Questions and Answers  
to  
UP/BLE Local Agreements June 1, 1996**

**I. Attachment (a) DISCIPLINE RULE**

Q. Under Section 11., if the General Chairman does not appeal a case to Labor Relations within 60 days, has that case expired under the time limits?

A. Yes, unless the parties have agreed to an extension of the time limit.

Q. May either party request that a discipline case be discussed in conference between the General Chairman and the Labor Relations Officer?

A. Yes. If such a conference is requested, it will be held during the one-year period set forth in Section 13 of the Agreement but will not extend such one-year period.

**II. Attachment (b) CLAIM HANDLING PROCESS**

Q. Under Section 2., are local arrangements which provide for starting the time limits from the end of the half in which the claim is filed still in effect?

A. Yes, agreements in effect which designate when the 60 days begin are not changed by this section.

Q. Is it consistent with the provisions of Section 2 for Timekeeping to provide an employee with a written denial for a claim that was filed on his/her behalf (for example, by a Local Chairman)?

A. Yes Section 2., provides the Carrier will notify in writing either "the employee or his representative" of the reason(s) for disallowance of the claim.



Q. Is the intent under Section 5., to conference claims within 180 days of the Carrier's rejection of appeal?

A. Yes, with the understanding that under Note 1: time limits may be extended by mutual agreement, with the commitment the parties will cooperate to comply with this provision and keep claims current but to do so in the most cost effective manner possible.

III. Attachment (c) INSTRUCTOR ENGINEERS

Q. Do previously existing agreements that provided for instructor engineer pay remain in effect?

A. No.

Q. Under Compensation Section 1., will instructor engineer allowances be used as an offset against extra board or pool freight guarantee payments?

A. Instructor engineer allowances will not be used as an offset against any extra board or pool freight guarantee payments.

IV. Attachment (d) PEER TRAINING

Q. Under Section 4., can a peer trainer be used to conduct or assist in conducting efficiency tests?

A. No.

Q. Will peer trainers be required to testify in disciplinary hearings regarding training given to a locomotive engineer who is charged with a rule violation?

A. If a peer trainer is present or directly involved in a situation resulting in a disciplinary hearing, the trainer may be required to testify, but will not be required to testify regarding training given to another engineer if not involved in or present when the alleged rule violation occurred.

- Q. What process should be used when there is a need to reduce the number of full time peer trainers?
- A. First, the group working as peer trainers should be canvassed for volunteers who wish to return to the ranks of locomotive engineer. If there are insufficient volunteers, further reduction should be made in reverse seniority order.

V. Attachment (f) EXTRA (UNDISTURBED) REST

- Q. Under Section 2., must engineers meet the requirements of both 1(a) and 1(b) to be eligible to take extra rest?
- A. No, engineers may request extra rest if they meet the requirements of either 1(a) or 1(b).

The above listed questions and answers are agreed to between the parties and immediately become effective.

Signed this 20<sup>th</sup> day of February, 1997

B. D. MacArthur  
B. D. MacArthur - BLE

L. A. Lambert  
L. A. Lambert - UP

D. E. Penning  
D. E. Penning - BLE

A. T. Olin  
A. T. Olin - UP

M. L. Royal Jr  
M. L. Royal - BLE

J. M. Raaz  
J. M. Raaz - UP

D. L. Stewart  
D. L. Stewart - BLE

M. A. Young  
M. A. Young - BLE

Approved:  
J. J. Marchant  
J. J. Marchant - VP - UPRR