

QUESTIONS & ANSWERS - VOLUME I

The following agreed to questions and answer apply to the Memorandum of Agreements (2) dated October 31, 2003, on the Midwest and EA-1 Districts, as well as the NE-2, N-4, C-5, CTC, TCT-8.

Article I - New Hire Training:

- 1) Q. Which Training Agreement will apply to new hire trainees participating in the Conductor/Foreman Training Program on November 1, 2003?
 - A. The terms and conditions of the new Training Agreement dated October 31, 2003, will be applied to any trainee in the training program on November 1, 2003, except the trainmen's seniority dates, if already established, will not be disturbed.
- 2) Q. How will employees transferring from another department on the UP be placed on the seniority roster, if they have the same service date?
 - A. By their social security numbers, in the same manner as new employees.
- 3) Q. Are trainees under the UTU Agreement while in the initial classroom phase of the 14 week training program?
 - A. No. Trainees will not be covered by the UTU Trainmen's Agreements until the date they begin their OJT training.
- 4) Q. Does the Carrier have the right to train the new employees in excess of the 14 weeks set forth in the Agreement.
 - A. Yes. The 14 weeks of initial classroom, OJT and conductor's classroom is the minimum a new employee is to be trained. See Note 2 of Section II, B, concerning additional training.

Article II - Training Allowance:

- 5) Q. Will the OJT training allowance provided to the trainmen for training a new hire or RCO, (Article I and II), be subject to the National Agreement trainmen's entry rates?
- A. No.

Article III - Extra Boards, Regular Assignments and Pool Guarantees:

- 6) Q. Will a brakeman's extra board(s) be established in lieu of Conductor's road extra boards?
- A. No, brakeman extra boards may only be established at extra board locations where a brakeman is working on position(s) under the board's jurisdiction. The conductor's road extra board will still remain to protect conductor vacancies.
- 7) Q. Will an extra board or pool service trainman lose his/her bonus day if they are instructed/authorized to be in other company service (OS status)?
- A. A trainman that is instructed or authorized to be in other company service has not marked off, nor have they withheld their services from the extra board or pool service. This type of incident will not be considered a mark off under the language of Section VI, and the bonus day will be allowed, provided the trainman has not had any other disqualifying event during the pay period.
- 8) Q. Will a trainman be entitled to a bonus day if they voluntarily exercise seniority from an extra board or pool to another extra board or pool, or to a temporary or permanent vacancy?
- A. No.

9) Q. How will the day(s) an trainman marks off for bereavement leave, jury duty or military duty be treated in, 1) the calculation of guarantee, 2) the two occurrences/forty-eight hours of unavailability, and 3) qualification of the bonus day?

A. Bereavement - An extra board or pool service trainman marking off for Bereavement leave under the terms and conditions of the 1978 National Agreement will be removed from the board when authorization is granted by the Carrier representative designated to handle mark off requests, and the trainman will be compensated in accordance with the National Agreement. The trainman's guarantee will be reduced for each 24 hour period or portion thereof that the trainman is marked off. Any compensated mark off will not count toward the "2/48" (see Article III, Section III), and the bonus day will be forfeited. If the trainman marks off for additional leave, or goes into an excessive leave status, the additional day(s), or portion thereof, will count toward the 48 hours, and an occurrence, as well as the reduction of pro-rata day(s) from the guarantee.

Jury Duty - An extra board or pool service trainmen marking off for Jury Duty under the terms and conditions of the Agreement will be removed from the board when authorization is granted by the Carrier representative designated to handle mark off requests.

The trainman's guarantee will be reduced one pro-rated day for each 24 hour period or portion thereof that the trainman is off, and he/she will be compensated in accordance with the National Jury Duty Agreement. The mark off will be a compensated mark off under Section III C, and will not count toward the 2/48. The trainman will be automatically marked up after the period of time the trainman was authorized to be off, and the bonus day will be forfeited.

Military -An extra board or pool service trainman marking off for week-end military duty or annual training will result in the trainman's guarantee being reduced one pro-rated day for each 24 hour period or portion thereof that the trainman is off. A trainman marking off for military duty one time during any calendar month will be charged with a single occurrence

toward his /her forfeiture of guarantee, but the hours will not be counted toward the 48 hours of unavailability. The bonus day will be forfeited as a result of the mark off. Any additional mark off(s) for military duty during a calendar month will be counted as an occurrence and the hours of unavailability will also be counted toward the 48 hours, the bonus day will be forfeited for the pay period of the absences.

- 10) Q. How will the hours of unavailability be counted if a trainman marks off on the last day of a pay period?
- A. The mark off will count as an occurrence during the pay period in which it occurred, as will the hours of unavailability up to midnight. The remaining hours of the mark off will be counted in the next pay period, and will not be considered an occurrence for that period.
- 11) Q. Can a trainman request to mark-off for more than twenty-four (24) hours, and will the mark-off be considered as one occurrence?
- A. Yes, a trainman may be authorized to be absent more than twenty-four (24) hours, however, the additional time off will be in multiples of twenty-four (24) hours, e.g., 24, 48, 72, etc., and will count as one occurrence. The total hours off will count toward the 48 hours of unavailability. If the trainman calls in during a 24, 48, etc. hours absence and requests additional time off, the request will be an additional occurrence toward the "2/48".
- 12) Q. Can a UTU Local Union Official mark-off for Union business for more than a twenty-four (24) hour period?
- A. Yes, however, the additional mark-off period (in excess of the initial 24 hours) may be in multiples of twelve (12) hours e.g., 36, 48, 60, etc., hours.
- 13) Q. Article III, when a trainman books additional rest (extra rest), how will this additional time of unavailability be treated in the calculation and accumulation of time towards the forty-eight (48) hours of unavailability?

- A. If a trainman books and observes extra rest that is in excess of the minimum rest required under the Hours of Service Act; e. g., eight (8) hours or ten (10) hours (more than 12 hours on duty), the actual hours of the extra rest and the calling time will count as being unavailable towards the forty-eight (48) hours of unavailability.
- 14) Q. How many times can a trainman book extra rest in a pay period before it disqualifies him for guarantee?
- A. Five (5), the first three incidents of undisturbed/extra rest do not count as occurrences, however, the additional time unavailable will count towards the forty-eight (48) hours of unavailability. The fourth and fifth incidents of extra rest will each count as an occurrence. The sixth incident of extra rest will count as a third occurrence and will disqualify the trainmen from guarantee payment, if any is due. The above scenario is predicated on the fact that there are no other occurrences or disqualifying factor(s) in evidence for the pay period.
- 15) Q. If a trainman marks-off for twenty-four (24) hours, or is off for twenty-four (24) hours on a compensated absence when can they be first called for service?
- A. At the expiration of the twenty-four (24) hour period, example: Conductor Smith marks-off (compensated or uncompensated) at 10:00 AM on Monday, he is not subject to call until 10:00 AM on Tuesday.
- 16) Q. How have yard assignments classified as daily preference boards, daily mark up boards, etc. been affected by the provisions of Article III?
- A. 1. Yard trainmen that are on seniority boards who carry assigned rest days will be governed by all provisions of Article III, except that they will not be entitled to the bonus day that is provided under Section VI of Article III. Trainmen assigned to this type board will have their guarantee reduced by one tenth (1/10) of the per pay period guarantee for each work day that they

are unavailable.

- 2 Yard trainmen on a seniority board that do not carry assigned rest days will be covered fully by Article III of the Agreement, including Section VI which provides for payment of a bonus day. Yard trainmen assigned to this type of board will have their guarantee reduced by one tenth (1/10) of the per pay period guarantee for each 24 hour period, or a portion thereof that they are unavailable. A yard trainman assigned to this type board that qualifies for the bonus day will be allowed one basic day's pay, which amounts to one tenth (1/10) of the guarantee.
- 3 Yard trainmen on rotating yard extra boards who do not carry rest days will be covered by all provisions of Article III. Yard trainmen assigned to this type of board that are unavailable will have their guarantee reduced one tenth (1/10) of the per pay period guarantee for each 24 hour period, or portion thereof that they are unavailable. Yard trainmen qualifying for the bonus day will be allowed one basic day' pay, which amounts to one tenth (1/10) of the guarantee.
4. The scenario in 1, 2, and 3 above do not affect the applicable proration of the guarantee when the yard trainman is not assigned to the yard board the entire pay period. For example, a yard trainman is assigned to the yard board May 5 through May 15, a period of eleven (11) days. The yard trainman would be entitled to 11/15's of the guarantee for the first pay period of May. It is recognized that depending on the number of days in a pay period, the proration would vary to reflect the 13, 14, 15, and 16 days of the applicable pay period. If a yard trainman then observes a compensated/uncompensated absence on a work day during that pay period, his/her guarantee would be further reduced by one tenth (1/10) of the per pay period guarantee.

17) Q. Will trainmen assigned to extra boards or pool service be required to submit claims to timekeeping for payment

of guarantees or bonus days and which pay period will the guarantees and bonus days be paid?

- A. The filing of timeslips will not be necessary because timekeeping will make all calculations and make every effort to ensure the guarantees and bonus days are paid on the same pay period the trainmen qualified for same.
- 18) Q. How will the term "immediately exercises seniority", as stated, in Article III, Section VI, par. B be defined; and how will the time period a trainman is displaced be handled in regards to the forty-eight (48) hours of unavailability/two (2) occurrences per pay period, and the bonus day payment?
- A. 1. If CMS actually contacts the trainman and notifies him/her of the displacement, and the trainman exercises his/her seniority within three (3) hours, it will be considered that the trainman placed immediately, and the three hour period will not be counted as being unavailable, nor an occurrence in the calculations of the "2/48". The three hours will not be a mark off under Section VI, and the bonus day will not be forfeited, if no other disqualifying event occurred during the pay period.
2. If CMS attempts to notify an off duty trainman of the displacement, but is unable to reach the trainman after one (1) attempt to each of the telephone numbers on file, the three (3) hour window will commence at the time that the last number has been called. If the trainman subsequently exercises his/her seniority within the three (3) hour window, the three hour period will not be counted as being unavailable, nor an occurrence in the calculations of the "2/48". The three hours will not be a mark off under Section VI, and the bonus day will not be forfeited, if no other disqualifying event occurred during the pay period. The Carrier will attempt to contact the trainmen at the numbers listed a second and third time.

3. If the successful notification from CMS of the displacement occurs while the trainman is on duty, or tied up at the away-from-home terminal, the displacement will be effective upon tie-up at the home terminal of the assignment, and the three (3) hour window commences upon tie-up at the home terminal. If the trainman exercises his/her seniority within the three (3) hour window, it will be considered that the trainman placed immediately, and the three hour period will not be counted as being unavailable, nor an occurrence in the calculations of the "2/48". The three hours will not be a mark off under Section VI, and the bonus day will not be forfeited, if no other disqualifying event occurred during the pay period.
4. If the successful notification from CMS of a displacement occurs while the trainman is observing a compensated or uncompensated absence, the three (3) hour window will commence at the expiration of the absence, and if the trainman exercises his/her seniority within the three (3) hour window, the trainman will be considered as placing immediately. The three hour period will not be counted as being unavailable, nor an occurrence in the calculations of the "2/48". The bonus day was forfeited when the trainman marked off.
5. If a trainman does not exercise his/her seniority within the three (3) hour window as identified in scenarios 1, 2, 3, and 4 above, the bonus day will be forfeited and the following will also apply: In scenario 1, the unavailable time will be calculated from the time of notification, and also count as one occurrence. In scenario 2, the unavailable time will be calculated from the time of the first attempt to the all telephone numbers on file, and also count as one occurrence. In scenario 3, the unavailable time will be calculated from the tie-up time at the home terminal, and also count as one occurrence. In scenario 4, the unavailable time will be calculated from the time of the expiration of the absence, and also count as one occurrence.

- 19) Q. Article III, if a trainman marks-off his/her pool assignment, and the pool turn is ordered and ties-up back at the home terminal prior to the expiration of the mark-off period, where will the trainman be slotted to the pool list.
- A. The trainman will be marked up first out in the pool (Section V).
- 20) Q. Article III, how will a twenty-four (24) hour absence be treated for the offset of Article XIII, New York Dock (NYD), Oregon Short Line (OSL) protection allowances?
- A. Each twenty-four (24) hour absence, or portion thereof, will result in the protection allowance being reduced by one prorated day of the monthly protection allowance. However, this proration will only apply provided the trainman protects his/her next available work opportunity as the result of the normal rotation of the extra board or pool.

Article IV - Discipline:

- 21) Q. Does the provision that permits the Local Chairman or the Local Chairman's designee the opportunity to examine material and exhibits require the Carrier to mail or fax the material or exhibits to the Local Chairperson or designee?
- A. No, the Carrier may fax or mail the material and exhibits upon request. However, the intent is to permit the Local Chairperson or designee the right to examine the material and exhibits, and be allowed sufficient time for such examination prior to the hearing. This examination should take place at a convenient location such as the place of the investigation, or other on-the-property location where the Local Chairperson normally conducts his/her business with the Local Management.
- 22) Q. Does the Agreement require the Carrier to list the rule

number of the alleged violation in the investigation notice?

- A. No, only the specifics of the charge.

Article V - Time Claim Handling:

23) Q. Claims Handling Process. Does Section II - Claim Handling, paragraph B. Appeals and Declinations, permit individual trainmen to appeal claims to the designated Carrier Officer?

- A. No, the trainman may initially submit a claim within sixty (60) days of the occurrence to the timekeeping department. If the claim is declined by the timekeeping department, appeals must be submitted in writing by the UTU Local Chairperson or their designee, to the designated Carrier Officer.

Article VI - MOS/Short Turnaround Service:

24) Q. Multiple Hours of Service/Short Turnaround Service, if a trainman departs the terminal a second time after being on duty more than eight (8) hours, what is the proper payment?

- A. The trainman will be paid all time or miles (which ever is greater) on a continuous time basis for the day, plus a single four (4) hour payment for the trip or trips that departed the terminal after eight (8) hours on duty.

Article VII - Twenty-five Mile Zones:

25) Q. What information will be required of a trainman to validate the payment of a 25-mile zone payment?

- A. The trainman will be required to furnish the train ID, location of the train (milepost), and the time departing and returning from the defined switching limits.

Article IX - Rules Test/Training:

- 26) Q. Will a trainman be required to mark off to take a Rules test/training?
- A. No. When authorized to take a Rules test/training, the trainman may be placed into an OS status. Extra board and pool service trainmen will be returned to the board when rested, as outlined in paragraphs D and E of Article IX.
- 27) Q. Paragraph E provides for a trainmen in pool service to be returned to their slot or first out after their rest. Will this placement of pool trainmen be tied to the computer programming changes as contemplated in the note contained in Article III, Section V of this Agreement?
- A. Yes. The notice procedures set forth in Article III, Section V will also apply to Paragraph E of Article IX. The Carrier will provide the General Chairman a ten (10) day written notice when the programming has been completed and advise the date in which the new handling (returned to slot or placed first out) will be implemented. Until the notice is served the pool trainmen will continue to be tied to their turn.
- 28) Q. Does the Agreement provide the payment of lost time for taking a Rules test or training when assigned to the extra board or pool service?
- A. No. Trainman will receive "eight (8) hours compensation or actual time, whichever is greater," for the actual time required to take the test or complete the training.

Signed this 2nd day of March, 2004

For the United Transportation Union
John W. Babler
General Chairman, G. C. A.

For Union Pacific Railroad
Terry M. Stone
Director-Labor Relations

Terry Olin
General Director Labor Relations

Side Letter No. 1

March 1, 2004

Mr. John Babler
General Chairman - UTU
307 W. Layton Ave.
Milwaukee, WI 53207

Dear Sir;

This will confirm our understanding concerning the payment of meal allowances to new employees that are participating in the training program, under Article I, Section III, D, of the October 31, 2003 Memorandum of Agreement.

It is the desire of the parties to simplify the handling of meal allowances, and eliminate the need for receipts and expense accounts that are associated to the term "meal expenses incurred", as stated in Section III, paragraph D. Accordingly, it is agreed that trainees will be allowed a meal allowance of twenty-eight dollars (\$28.00) per day while assigned to training at a terminal that meets the conditions of paragraph D. When tied up at the away-from-home terminal, the meal allowance set forth in Article XIV of the UTU 1985 National Agreement, as amended, would apply.

We have also discussed the issue of Holiday pay for trainees, and we have agreed that trainees would not satisfy the criteria set forth in the National Agreement for Holiday pay while they were in training. The trainees would however be allowed overtime payments if they work on a Holiday, provided that overtime is payable to the type of service in which they performed.

In that trainees will be covered under the Brakemen's agreement once they begin OJT, they will be entitled to deadhead payments (at their respective rate of pay for one trip each way) when required to train at a point that is over 45 miles from their assigned headquarters. Trainee's per pay period guarantee for training on assignments will be subject to entry rates as set forth in the National Agreements, and calculated in the same manner as though the trainee was assigned as a brakeman or helper

to the assignments. The post-96 hired trainmen rates of pay established pursuant to the June 12, 1996 Side Letter, applicable to the UTU/UP CNW Merger Implementing Agreement, will be used in the calculation of guarantees for trainees.

Under the provisions of Article I, a new trainee "will establish seniority on the first day of their on-the-job training (first day following the initial classroom training)." This is the date that the employee is first covered by the C&NW brakemen's agreement, and it is the parties intent that the trainees actual seniority date will be established retroactive to the date that the employee began their first day of classroom training. Accordingly, on the first day of classroom training the trainees will be placed on a tentative seniority list, with the trainees listed in the order provided within Section III, paragraph B. Once the trainees successfully complete the classroom/familiarization phase of the 14 week program, the tentative seniority list will be adopted with the retroactive seniority date of the first day of classroom training.

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

Terry M. Stone
Director Labor Relations

I Concur:
John W. Babler
General Chairman - UTU