

IMPLEMENTING AGREEMENT
between
Union Pacific RAILROAD COMPANY
(Former Chicago & Northwestern Railroad)
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

Union Pacific Railroad (UP) and the Brotherhood of Railroad Signalmen (BRS) have entered into a new consolidated collective bargaining agreement covering the former Union Pacific, Missouri Pacific, and Southern Pacific Transportation Companies. Both parties believe it is beneficial to both UP and employees represented by BRS that the entire system be consolidated under a single collective bargaining agreement.

IT IS THEREFORE AGREED:

Section 1.

Except as specifically provided herein, the collective bargaining agreement between the former Chicago & North Western Railroad dated May 1, 1985, and any memorandums, understandings, practices or interpretations connected therewith are abrogated effective 12:00 midnight on January 31, 2000. The collective bargaining agreement between UP and BRS, which is dated January 1, 1999, will become effective at 12:01 a.m. on February 1, 2000.

Section 2.

The implementation of this agreement and the adoption of the collective bargaining agreement of January 1, 1999, (hereinafter referred to as CBA) will not result in the re-bulletining of positions. Current mobile construction gangs will become zone gangs subject to the provisions of Rule 36 of the CBA as of the effective date of this agreement.

There will be positions reclassified as a result of the implementation of this agreement. It is agreed that an employee whose position is reclassified will be allowed to either accept the reclassification or exercise seniority in accordance with the collective bargaining agreement.

Section 3.

Appendix A of the collective bargaining agreement dated May 1, 1985, and the Memorandum Agreement of February 1, 1983, are retained with the following understandings:

- (a) As of the effective date of this agreement, the number of District Signal Foremen will not be increased. Those employees occupying such positions on the effective date of this agreement will be retained subject to the provisions of Appendix A and the February 1, 1983 Memorandum Agreement.
- (b) When employees leave the classification for any reason whatsoever, the number of positions in the classification will be reduced accordingly. When all employees have attrited out of the classification, Appendix A and the February 1, 1983 Memorandum Agreement will be abrogated as well.

Section 4.

Section D. of the scope rule of the CBA excludes the “fabricating or erecting signal bridges and their foundations”. Under the May 1, 1985 collective bargaining agreement, employees have historically participated in the performance of such work although not exclusively. It is not the intent of this agreement to permanently exclude employees from performing such work in the future. Such employees will continue to participate in such work in the same manner as at present.

Section 5.

The following rules of the May 1, 1985, collective bargaining agreement are retained for employees holding seniority on the CNW roster as of January 1, 2000:

- a. Rule 19(b)(1) and (2) excluding employees on traveling crews or Inspectors.
- b. The Memorandum Agreement of November 5, 1981, Incumbent Rates.
- c. Employees assigned as Signal Maintainers as of January 31, 2000 will retain the provisions of Rule 21(a) - Work Not Covered By Assignment. Rule 21(a) is modified by deleting the phrase “as shown on the characteristic notice (see Rule39)”. If such employees should leave these positions for any reason they will forfeit such rights.

Section 6.

The following rules are retained for the commuter operations territory as that term is defined by the operating agreement with the Metropolitan Transit Authority of Chicago:

- a. Rule 15(b)
- b. Rule 17 (a) and (d)
- b. Rule 57

Section 7.

Rule 44 - Seniority Districts and Restrictions - of the CBA is amended by inserting a new subsection 14 CNW District. The first paragraph of Rule 36 of the CBA is amended by adding the following: Zone 5: Territory covered by seniority district 14.

Section 8.

Within sixty (60) days following implementation of this agreement, employees covered by the collective bargaining agreement of May 5, 1981, will be given the option of retaining either their existing health and welfare benefits or the Union Pacific Hospital Association. Failure to make such election will result in their retaining their existing health and welfare benefits. Employees hired after the effective date of this agreement will be enrolled in the Union Pacific Hospital Association.

Section 9.

There presently exists an Electronic Technician Roster consisting of one employee. This roster will be eliminated by the payment to that employee of three hundred forty dollars (\$340.00) for each year of seniority held by that employee on that roster

Signed this 16th day of December 1999, in Minneapolis, Minnesota.

This agreement will be effective January 31, 2000.

FOR THE ORGANIZATION:

(Original Signed)
T. R. Macken
General Chairman, BRS

FOR THE CARRIER:

(Original Signed)
W. E. Naro
General Director Labor Relations

APPROVED:

(Original Signed)
V. Van Artsdalen
Vice President, BRS

December 16, 1999

Side Letter No. 1

Mr. T. R. Macken
General Chairman, BRS
185 Morey Ave.
Sacramento, CA. 95838

Dear Sir:

This is in reference to the implementing agreement dated December 16, 1999, providing for the consolidation of the former C&NW territory into the collective bargaining agreement dated January 1, 1999.

During our discussions of this agreement, the issue arose as to the continued use of Traveling Signal Inspectors. It was agreed that the retention of these positions would be beneficial to the Carrier and would provide greater work opportunities for its employees. It therefore was agreed that the classification of Traveling Signal Inspector will be retained for Seniority District 14. Such employees whose workday does not begin or end at a hotel/motel will not be subject to Rule 36 of the CBA, and Rule 20 of the May 1, 1985, agreement is retained for application to these employees. The third paragraph of Rule 20, however, is amended by increasing the amounts from \$10 and \$12 to \$15. Employees whose workday begins or ends at a hotel/motel where lodged will be subject to Rule 36.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

AGREED:

(Original Signed)
T. R. Macken
General Chairman, BRS
Relations

Yours truly,

(Original Signed)
W. E. Naro
General Director Labor

APPROVED:

(Original Signed)
V. Van Artsdalen
Vice President, BRS