

IMPLEMENTING AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF RAILROAD SIGNALMEN

Union Pacific (UP) has served various notices on the Brotherhood of Railroad Signalmen (BRS) pursuant to New York Dock employee protective conditions imposed by the Surface Transportation Board in Finance Docket No. 32760. The parties further have entered into a new consolidated collective bargaining agreement covering the territories of the former Union Pacific Railroad and the former Southern Pacific Transportation Company. In order to deal with the New York Dock notices and to incorporate the territories covered by the collective bargaining agreement between the former Missouri Pacific Railroad Company (MP) and the BRS effective September 1, 1988, into the new collective bargaining agreement effective January 1, 1999 (hereinafter referred to as the CBA),

IT IS THEREFORE AGREED:

SECTION 1.

Except as specifically provided herein the collective bargaining agreement between MP and BRS effective September 1, 1988, is abrogated effective 12:00 p.m. (Midnight) on January 31, 2000. All memorandums, understandings, practices, and interpretations connected therewith also will be abrogated. The CBA, as amended by this Implementing Agreement, will become effective on the MP territories at 12:01 a.m. on February 1, 2000.

SECTION 2.

The implementation of this agreement and the adoption of the CBA will not result in the rebulletining of existing positions. Current MP mobile construction gangs will become zone gangs subject to the provisions of Rule 36 of the CBA as of February 1, 2000. Current headquartered MP construction gangs will remain headquartered and will not be abolished as a result of the implementation of this agreement. It is recognized however that at some later date and for reasons unconnected with the implementation of this agreement, such gangs may be abolished and bulletined as mobile zone gangs.

SECTION 3.

The Scope Rule of the CBA is amended to read as follows:

This agreement governs the rates of pay, hours of service and working conditions of employees in the Signal Department who construct, install, test, inspect, maintain or repair the following:

1.
 - (a) Interlocking plants and interlocking systems
 - (b) Signals and signal systems including inoperative signals and train order signals, automatic cab signal equipment excluding portions on motive power and rolling stock,
 - (c) car retarder systems,
 - (d) centralized traffic control systems
 - (e) highway crossing warning systems and devices,
 - (f) automatic train controlling or stopping systems, except those portions on motive power and rolling stock.
 - (g) track occupancy indicators
 - (h) snow melters, switch heaters, cleaners or blowers handled manually or through signal or centralized traffic control systems.
 - (i) electrical switch locks and switch circuit controllers,
 - (j) installation, testing, maintenance and repair of circuit boards used in connection with any of the systems and devices listed above.
2. High tension or other lines of the Signal Department, overhead or underground, poles and fixtures, conduits, transformers, arrestors and distributing blocks, track bonding, wires or cables, pertaining to railroad signaling, interlocking, and other systems and devices listed in (1) above.
3. Storage battery plants with charging outfits and switchboard equipment, substation and current generating systems, compressed air plants and compressed air pipe mains and distributing systems as used for the operation of such railroad signaling, interlocking, and other systems and devices listed in (1) above. (This only applies to Signal Department electric or air lines within such systems and up to the necessary service connections.)
4. Pipe lines and pipe line connections, cranks, compensators, foundations and supports for mechanical or electric operated switch and signal apparatus.
5. Carpentry, painting, concrete and form work of all classes in connection with installing, repairing or maintaining signal, relay housing, crossing flashers and gates, interlocking or retarder systems, apparatus or device. (Excluding the erection and maintenance of buildings, or pre-cast foundations purchased from manufacturers.)
6. Spring switch mechanisms including buffer and facing point lock, used in signaled territory.

7. Electric Switch Lamps.
8. All wayside detector systems and devices including, but not limited to, hot box detectors, dragging equipment detectors, high/wide detectors, high water detectors, and slide fences. Car counting devices connected to or through systems and devices listed in this scope rule.
9. (a) When signal circuits or circuits of other systems and devices listed above are handled on radio, radar, or microwave systems, the employees covered by this agreement will install and maintain the circuits leading up to a common terminal where signal department circuits are combined with other circuits and will take off at a common terminal where signal department circuits are again separated from other circuits.

(b) If subsequent to the date of this agreement, a radio, radar, microwave, fiber optic or laser system is installed and its primary purpose and intent is the control of signal systems, employees subject to this agreement will install and maintain such systems, excluding automatic train control and automatic cab signal equipment on motive power or rolling stock.
10. The installation, testing, maintenance and repair of circuit boards used in systems and devices listed in this Scope Rule. Nothing contained in this paragraph is intended to prohibit repair by the manufacturer or vendor while covered by the sale and purchase warranty, however, such warranties will not be extended for the purpose of circumventing this agreement.
11. Computerized control of systems and devices referred to herein.
12. All work generally recognized as signal work, performed in the field or signal shops. The classifications enumerated in Rule 1 include all the employees of the Signal Department performing the work referred to under the heading "Scope".
13. This agreement will include the appurtenances and apparatus of the systems and devices referred to herein.

NOTE 1: It is understood where "signalmen" or "signal maintainer" is used in this agreement, it includes all employees covered by Paragraphs (h) to (p) of Rule 1.

NOTE 2: It is understood that one or two signalmen with or without one or two assistant signalmen or assistant signalman candidates (but not exceeding four employees) may perform work not under the direction of a signal foreman, and in such circumstances the employee designated to direct the work will be compensated at the Lead Signalman rate. One signal maintainer may assist another maintainer in making temporary necessary repairs.

NOTE 3: In changing or repairing old rail, when bond or track wires are removed while rail is in the track, the work will be performed by Signal Department employees. It is understood that the removal of bond or track wires after rail is removed from track may be performed by other than Signal Department employees.

NOTE 4: Persons holding supervisory or official positions not covered by this agreement will not be permitted to perform work covered by this agreement except when no employee covered by this agreement is qualified to perform a particular job and in such instances will be accompanied by a signalman or signal maintainer.

NOTE 5: It is understood that this agreement is the result of the consolidation of several collective bargaining agreements with differences as to what work is performed by signal department employees. It is not the intent of the parties signatory hereto to either assign to employees subject to this agreement work reserved to another craft or to assign to another craft work reserved to signal department employees.

SECTION 4.

Adding the following classification amends rule 1 –Seniority Class One –:

Relief Signal Maintainer: An employee headquartered on and assigned to the territory of a Manager Signal Maintenance but reporting to various Maintenance Foreman depending upon their assignment. A Relief Signal Maintainer will be used to cover a particular territory while a signal maintainer is temporarily absent due to vacation, leave of absence or similar circumstances. When not relieving a signal maintainer, a Relief Signal Maintainer may be required to perform the duties of a signal maintainer without supervision, which may include FRA testing or other normal signal maintenance work. Relief Signal Maintainers will not be used to eliminate any other positions.

It further was agreed that Relief Signal Maintainers will be compensated at the same rate as a Signal Maintainer.

SECTION 5.

The Note to Rule 1- Seniority Class One - is amended by adding the following paragraph:

Employees who are interested in becoming Foremen will be permitted to take the Foreman test and pre-qualify for assignment as a Foreman. Employees who are interested in doing so may contact their supervisor to obtain the study material for the test. The Carrier will cooperate to the fullest extent in supplying the study material and in permitting employees maximum latitude to take the test. After an employee has pre-qualified by successfully taking the test, the qualification to work as Foreman will be considered valid for one year.

SECTION 6.

Rule 44-Seniority Districts and Restrictions - is amended by deleting subsections 12. SP Eastern Lines, 13. Cottonbelt, and 14. SPCSL and inserting the following new subsection 12 MP District:

12. MP District:
 - Villa Grove Subdivision - 81st Street (MP9.0) to Villa Grove (MP144.6).
 - Pana Subdivision - Villa Grove (MP146.8) to Lenox (MP275.7).
 - Salem Subdivision - Findlay Jct. (MP185.5) to Salem (MP251.3).
 - Mt. Vernon Subdivision - Salem (MP251.3) to Benton Jct. (MP298.2).
 - Marion Subdivision - Benton Jct. (MP298.2) to Vienna Jct. (MP339.7).
 - Joliet Subdivision - Joliet (MP 36.7) to Bloomington (MP126.6).
 - Springfield Subdivision - Bloomington (MP126.6) to Church (MP287.2).
 - Pequot Subdivision - Pequot (MP56.9) to Mazonia (MP63.3).
 - Mt. Vernon Subdivision - Benton Jct. (MP 298.2) to Chap (MP 339.1).
 - Chester Subdivision - Valley Jct (0.2) to Charleston Jct. (MP171.9)
 - Pinckneyville Subdivision - Chester (MP 64.0) to JSW Jct. (MP 121.8)
 - Desoto Subdivision - St. Louis (MP 0.5) to Poplar Bluff Fourth Street (MP 165.6)
 - Sparta Subdivision - Hoyleton (MP 23.0) to Kellogg (MP 81.3)
 - Sikeston Subdivision - Dexter Jct. (MP 131.2) to End of Track
 - Ste. Genevieve Subdivision - Riverside (MP 0.0) to BNSF connection (MP 5.5).
 - Pea Ridge Subdivision - Cadet (MP 57.7) to Pea Ridge (MP 84.1)

Jefferson City Subdivision - Gratiot St. (MP 0.0) to River Jct. (MP 128.0)
 Lackland Subdivision - RI Jct. (MP 10.3) to Owensville (MP 91.5).
 Brinkley Subdivision - Briark (MP 4.1) to Brinkley (MP 70.6).
 Memphis Subdivision - Memphis (MP 380.7) to Bald Knob (MP 287.9)
 Gurdon Subdivision - Gurdon (MP 426.3) to End of Track
 Helena Subdivision - Wynne (MP 280.2) to Helena Jct. (MP 326.2)
 New Madrid Subdivision - Malden Jct. (MP 57.9) to End of Track
 Hoxie Subdivision - Charleston Jct. (MP 141.0) to N. Little Rock (MP 343.6).
 Little Rock Subdivision - N. Little Rock (MP 343.6) to Alexander (MP 358.8).
 Jonesboro Subdivision - Dexter Jct. (MP 40.3) to Pine Bluff (MP 264.2).
 White Bluff Subdivision - LR Jct. (MP 305.1) to S. Pine Bluff (MP 353.8).
 Pine Bluff Subdivision - Pine Bluff Yard (MP 264.2) to Big Sandy (MP 525.1).
 Nashville Subdivision - Perkins (MP 493.1) to Hope (MP 457.5)
 Van Buren Subdivision - N. Little Rock (MP 343.6) to Van Buren (MP 497.2).
 Warren Subdivision - Warren Jct. (MP 422.3) to End of Track
 Wynne Subdivision - Jonesboro Jct. (MP 235.3) to Connection to Memphis Subdivision (MP 280.4).
 Choctaw Subdivision - McAlester (MP 564.8) to North Tower (MP 754.4).
 Duncan Subdivision - North Tower 55 (MP 612.9) to Chickasha (MP 436.3).
 Enid Subdivision - Chickasha (MP 436.3) to Wichita (MP 241.8).
 Wichita Subdivision - Wichita Yard (MP 241.8) to End of Track
 McPherson Subdivision - Herington Jct. (MP 474.7) to End of Track
 Lost Springs Subdivision - Wichita (MP 241.8) to Herington (MP 172.0)
 Herington Subdivision - Hope Industrial Lead
 Lawton Subdivision - Chickasha (MP 0.0) to End of Track
 Oklahoma City Subdivision - El Reno (MP 512.3) to End of Track.
 KCT Subdivision - Entire Subdivision
 River Subdivision - River Jct. (MP 127.9) to Rock Creek Jct. (MP 444.8).
 Sedalia Subdivision - River Jct. (MP 128.0) to Kansas City (MP 283.0).
 Parsons Subdivision - Kansas City (MP 0.0) to Parsons (MP 387.1).
 Cherokee Subdivision - Parsons (MP 387.1) to McAlester (MP 564.8).
 Coffeyville Subdivision - Leeds Jct. (MP 284.7) to Coffeyville (MP 467.8).
 Wagoner Subdivision - Coffeyville (MP 467.8) to Van Buren (MP 497.2).
 Falls City Subdivision - Edgewater (MP 287.5) to Gilmore (MP 12.2).
 Tulsa Subdivision - Chase (MP 324.8) to End of Track.

Little Rock Subdivision - Little Rock (MP 358.8) to Longview (MP89.6).
 McGehee Subdivision - S. Pine Bluff (MP353.8) to Monroe (MP 501.2).
 Monroe Subdivision - Monroe (MP 501.2) to Texmo Jct. (MP 195.7).
 Reisor Subdivision - Marshall Jct. (MP 351.4) to Texmo Jct. (MP195.7).
 Shreveport Subdivision - Lewisville (MP 389.7) to Shreveport Yd. (MP451.7).
 Commerce Subdivision - Mt. Pleasant (MP479.5) to Sulphur Springs (MP517.7)
 Dallas Subdivision - Longview (MP89.6) to Centennial Yard (MP 249.7).
 Corsicana Subdivision - Big Sandy Jct. (MP525.0) to Corsicana (MP621.3).
 DFW Subdivision - 6th St. Jct. (MP611.9) to North Jct. (MP644.1).
 Ennis Subdivision - SP Jct. (MP261.2) to Hearne (MP120.7).
 Ft. Worth Subdivision - South Tower (MP250.9) to Valley Jct. (MP100.9).
 Hearne Subdivision - West Jct. (MP1.1) to Hearne (MP89.6).
 Midlothian Subdivision - Midlothian Jct. (MP50.2) to Garrett Jct. (MP0.0).
 Sherman Subdivision - Sherman (MP328.8) to Plano (MP282.1).
 Smithville Subdivision - Smithville (MP69.4) to End of Track
 Waco Subdivision - Waco Jct. (MP842.1) to Smithville (MP969.4).
 Baird Subdivision - Centennial Yard (MP249.7) to Sweetwater (MP447.8).
 Palestine Subdivision - Longview (MP0.0) to Belt Jct. (MP229.1).
 Henderson Subdivision - Overton (MP0.0) to Henderson (MP16.3).
 Livonia Subdivision - Livonia (MP114.8) to Algiers (MP 1.0).
 Lafayette Subdivision - Iowa Jct. (MP 205.2) to Dawes (MP353.0).
 Lufkin Subdivision - Shreveport (449.1) to Tower 26 (MP0.7).
 Lake Charles Subdivision - Iowa Jct. (MP680.0) to Willow Glen (MP190.4).
 Alexandria Subdivision - Willow Glen (MP190.4) to Livonia (MP114.8).
 Anchorage Subdivision - Anchorage (MP643.9) to Livonia (MP621.0).
 Avoyelles Subdivision - Lobdell Jct. (MP12.8) to Addis (MP0.0).
 Avondale Subdivision - West Bridge Jct. (MP10.5) to BNSF Connection (MP14.9).
 Beaumont Subdivision - Livonia (MP621.0) to Gulf Coast Jct. (MP378.0).
 Galveston Subdivision - S.GH&H Jct. (MP185.9) to Galveston (MP233.2).
 Baytown Subdivision - Econo Rail (MP 33.2) to North Shore Jct. (MP0.0).
 Houston East Belt Jct. - Belt Jct. (MP3.4) to Double Track Jct. (MP14.3).

Houston West Belt Jct. - Belt Jct. (MP2.3) to BNSF Connection (MP11.1).
 Eureka Subdivision - Navasota Jct. (MP70.8) to Eureka (MP5.7).
 Dayton Subdivision - Dayton Jct. (MP0.0) to End of Track.
 Bellaire Subdivision - Bellaire Jct. (MP6.2) to Eagle Lake Jct. (MP61.1).
 Strang Subdivision - Tower 66 (MP0.0) to End of Track.
 Terminal Subdivision - Dawes (MP353.0) to West Jct. (MP375.0).
 Passenger Main - Tower 26(MP0.0) to Chaney Jct.(MP2.8).
 Kosmos Subdivision - Sinton(MP120.8) to Gregory (MP138.2).
 Navasota Subdivision - Valley Jct. (MP100.9) to Spring Jct. (MP0.0).
 Glidden Subdivision - Harrisburg Jct. (MP1.3) to Flatonia (MP120.0).
 Port Lavaca Subdivision - Flatonia (MP120.0) to Port Lavaca (MP0.0).
 Bryan Subdivision - Hearne(MP120.7) to Bryan Jct. (MP97.0).
 Angleton Subdivision - Algoa (MP343.1) to Bloomington (MP221.0).
 Brownsville Subdivision - Bloomington (MP221.0) to Brownsville (MP0.7).
 Santa Rosa Subdivision - Palo Alto Jct. (MP198.0) to Harlingen Jct. (MP172.6).
 Coletto Creek - Victoria (MP90.8) to Coletto Creek (MP106.6).
 Wharton Subdivision - Tower 17 (MP0.0) to End of Track.
 Austin Subdivision - Hearne (MP89.6) to SoSan (MP264.3) and Centex(MP208.3) to Tower 105(MP260.4) on #2 Track.
 Lockhart Subdivision - Smithville (MP0.0) to Ajax(MP51.9)
 Flatonia Subdivision - Hearne(MP0.0) to Kirby (MP202.2).
 Corpus Christi Subdivision - SoSan(3.1) to Corpus Christi(MP149.0).
 Kerrville Subdivision - Tower 112 (MP237.0) to Camp Stanley (MP259.1).
 Rockport Subdivision - Tower 112 (MP0.0) to Coal Plant Jct. (MP11.0).
 Laredo Subdivision - SoSan(MP264.3) to Laredo (MP412.5).
 Del Rio Subdivision - Kirby (MP202.2) to Del Rio (MP378.5).
 Sanderson Subdivision - Del Rio (MP378.5) to Alpine (MP607.2).
 Eagle Pass Subdivision - Spofford (MP0.0) to Eagle Pass (MP32.5).
 Toyah Subdivision - Sweetwater (MP447.8) to Toyah(MP666.1).
 Sierra Blanca Subdivision - Toyah (MP666.1) to Sierra Blanca (MP768.7).
 Valentine Subdivision - Alpine (MP607.2) to El Paso (MP827.0).

The Note to Rule 44 is amended to read as follows:

NOTE: The above described seniority districts include all branches, industrial leads, industrial tracks and yards within those territories. The above subdivisions and mileposts were derived from Timetable No. 1, which became effective October 25, 1998.

To be consistent the subdivisions and mileposts listed in the CBA were converted to conform to this timetable.

SECTION 7.

- (a) The first paragraph of Rule 36 of the CBA is amended to read as follows:

The territory of the Union Pacific Railroad coming under the jurisdiction of this collective bargaining agreement will be divided into four work zones as per Rule 44:

- Zone 1: Territory covered by seniority districts 1,2,3, and 4.
- Zone 2: Territory covered by seniority districts 5,6,7, and 8.
- Zone 3: Territory covered by seniority districts 9,10, and 11.
- Zone 4: Territory covered by seniority district 12.

- (b) The third paragraph of Rule 36 is amended by adding the following sentence:

“The work schedule of gangs working compressed schedules (either eight (8) days on and six (6) days off or twelve (12) days on and nine (9) days off) will, with a majority vote of all members of the gang, commence their work schedule on either a Tuesday or a Wednesday.”

(c) The following language will be added to Rule 36: “At management’s request Zone Gangs, with the unanimous consent of the gang members, may elect to accept a work schedule of 4 days on and 3 days off. Such election will not reduce the \$9.00 per 25 miles travel allowance. Consistent with operational needs, Zone Gangs, with the unanimous consent of the gang members, may request to work a schedule of 4 days on and 3 days off. Such request will result in the reduction of the travel allowance to \$4.50 per 25 miles.”

(d) The first sentence of the last paragraph of Rule 36 will be replaced as follows: “Zone gangs may be at any location performing any agreement work. Zone gangs performing work on its own zone and on a seniority district where there are involuntarily furloughed employees will be headquartered or abolished at the written request of the General Chairman. Zone gangs will not work across zone lines if employees are involuntarily furloughed in the seniority district where the work is located”

SECTION 8.

(a) Employees holding seniority on SP-Eastern Lines, Cottonbelt, and SPCSL rosters will be dovetailed into the 5100 seniority roster, which hereafter will be referred to as the District 12 roster.

(b) Employees holding seniority on the District 12 roster on the effective date of this agreement will have prior rights to positions on the territory encompassing the territory of their former home road.

(c) Various employees hold prior rights to certain territories or classifications that were encompassed within previous Collective Bargaining Agreements. These prior rights will continue to be recognized as among employees of that former seniority district.

(d) When an assignment contains territory from different prior seniority districts, prior rights will be recognized based upon the prior seniority district comprising the greatest percentage of the territory. Employees from the district that makes up the greatest percentage of the assignment will be given preference in the assignment to that position.

(e) Employees hired after the effective date of this agreement will not obtain any prior rights as a result of this agreement.

SECTION 9.

(a) Monthly rated employees must elect one of the following options within sixty (60) calendar days from the effective date of this agreement:

1. To continue to be paid at the applicable monthly rate subject to the rules and obligations of their existing collective bargaining agreement with respect to monthly rates until such time as the employee elects to be paid at the hourly rate; or,
2. To be paid at an hourly rate subject to the rules of the collective bargaining agreement. If an employee elects to be paid at the hourly rate and his present monthly rate equates to a higher hourly rate, the employee will be certified under the New York Dock employee protective conditions.

An employee failing to make an election will be considered as having elected option two.

Subsequent to the sixty (60) day period, an employee that has elected option one may, upon serving fifteen (15) days advance written notice to the Assistant Director-GMS or other officer as the Carrier may designate, elect option two. This change will take effect on the first pay period after the fifteenth day from the date of the written notice. If such employee qualifies for the protection provisions of option two, the protective period will be reduced by the amount of time such employee elected to retain the monthly rate.

(b) Incumbent Signal Maintainers on former Roster 5100 (as of the date of this Agreement), who are required by the Carrier to perform work outside the limits of their assigned territories during their regularly assigned hours, will be additionally compensated therefore on the minute basis at the time and one-half rate, with a minimum of three hours

from the time notified until they return to their work location during their tour of duty or to their headquarters point after end of tour of duty.

These provisions shall be preserved for such incumbent employees until such time as they voluntarily leave their Signal Maintainer position.

(c) Rule 32 is amended by adding the following language:

It is recognized that the Carrier may combine maintenance territories and assign more than one maintainer to the territory in terminals and areas containing parallel main lines. It is further recognized that the Carrier may combine territories and maintainers on single-track main lines if there is an operational need. If the parties are in disagreement regarding the combination of territories and work for a single main line track, the Carrier may nevertheless put the assignments into effect, subject to the right of employees to process the dispute as a grievance or claim under this Agreement.

SECTION 10.

Rule 33 is amended as follows by:

1. adding the following language to the end of the third paragraph:

“Lodging referred to herein will be either in a hotel/motel equivalent to “AAA” or better; clean and healthful.”

2. adding the following language to the end of the fourth paragraph:

“Headquartered gangs on Seniority District 12 will be paid at the one and one-half rate if traveled for work across the construction travel line consisting of the former Texas and Pacific Line, stretching from New Orleans, Louisiana to El Paso, Texas. Work performed on the former Texas and Pacific Line will be considered work on the south portion of Seniority District 12. District gangs will not work across seniority lines if employees are involuntarily furloughed in the seniority district where the work is located.”

SECTION 11.

On the former MP, retarder yard operations contain the position of Retarder Yard Maintainer and Retarder Yard Technician. The existing MP Retarder Yard Maintainer positions will be retained until such time as the occupants of those positions voluntarily vacate the positions. Thereafter, the position will be eliminated and the operation will conform to the CBA.

SECTION 12.

This agreement is in full and final settlement of all notices served pursuant to the New York Dock employee protective conditions and fulfills the requirements of Article IV of those protective conditions.

This agreement will become effective on February 1, 2000.

Signed on this 5th day of January , 2000.

FOR THE ORGANIZATION:

(Original Signed)
J. O. McArthur
General Chairman, BRS

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

FOR THE CARRIER:

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

(Original Signed)
B. W. Hanquist
Manager Labor Relations

February 1, 2000

Side Letter #1
220-General
220-1

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Dear Sir:

This letter is in reference to the Implementing Agreement effective February 1, 2000, putting the employees formerly represented under the Collective Bargaining Agreement dated September 1, 1988, under the Collective Bargaining Agreement dated January 1, 1999.

During negotiations, the parties discussed Rule 1 of the January 1, 1999 Agreement regarding the expectations of employees classified as Electronic Technicians, Signal Inspectors and Signal Maintenance Foremen. In agreement with the pertinent Collective Bargaining Agreement language at Rule 1, it is understood as follows:

1. Electronic Technicians will not have principal duties of maintenance work.
2. Signal Inspectors will not supervise maintainers as a principal duty of their positions.
3. Neither Electronic Technicians nor Signal Inspectors are required to provide stand-by service under Rule 16, but are still subject to call.
4. Signal Maintenance Foremen will supervise regularly assigned Signal Maintainers.

It is further agreed that should any employees transferring from the September 1, 1988 Agreement to the January 1, 1999 Agreement be reclassified, the Carrier will notify the General Chairman in advance of any reclassification.

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #2
220-General
220-1

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Dear Sir:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

Prior to the effective date of this Implementing Agreement, claims regarding the Carrier's overlapping of maintenance territories under the September 1, 1988 Collective Bargaining Agreement were brought forth to PLB 6107 for adjustment. It is agreed that while the outcome of that arbitration will not control the language or interpretation of the January 1, 1999 Agreement, the Carrier will fulfill its obligations to those prior claimants as directed by the pertinent awards should the claims be sustained.

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

AGREED:
(Original Signed)
J. O. McArthur
General Chairman BRS

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

February 1, 2000

Side Letter #3
220-General
220-20

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

It is acknowledged that employees formerly on the SP Eastern Lines Roster 12, Cottonbelt Roster 13 and SPCSL Roster 14, established separate seniority dates for Class 1 and Class 2 positions. Most employees formerly on the MP 5100 Roster used their Class 2 date as their Class 1 date when they completed training. Therefore, in the interest of parity, the earliest continuous service date in the signal department (as reflected on the System Seniority Roster) will be effective as of this date and used to dovetail all employees on the new MP District Roster 12.

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

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

February 1, 2000

Side Letter #4
220-General
220-20

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Dear Sir:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

It is agreed that an employee may be considered voluntarily furloughed if his position is abolished and he fails to exercise his seniority to a position on a zone gang. It is further understood that the employee may be recalled to a zone position under the provisions of the January 1, 1999 Collective Bargaining Agreement.

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #5
220-General
220-20

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

Due to the changes in job titles and classifications from the former Missouri Pacific Collective Bargaining Agreement to the January 1, 1999 Collective Bargaining Agreement, several positions will be reorganized to new classifications. An employee given notice that his position will be reclassified has an election to:

- 1) accept the changes in his position; or
- 2) request the position be bulletined and exercise his seniority pursuant to the provisions of the January 1, 1999 Collective Bargaining Agreement.

Any request for bulletining the position must be made in writing to the Manager involved (see attached form) and received by the Manager within five (5) working days from notification of the change.

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

REQUEST FOR BULLETINING POSITION

Pursuant to Side Letter #5 of the Implementing Agreement effective February 1, 2000, I have been informed that my position is going to be reclassified under the purview of the January 1, 1999 Collective Bargaining Agreement.

I hereby elect to waive my right to the new position and request that said new position be bulletined for seniority choice. I understand my responsibility to place myself pursuant to the Collective Bargaining Agreement.

Employee's Name (printed): _____

Employee's Signature: _____

Employee's SSN: _____

Date Signed: _____ Employee DOB: _____

New Position to be Bulletined: _____

Submit this completed form to: Mr. Robert Miles
PNG 06
1416 Dodge St.
Omaha, NE 68179

Copy to Employee's Manager

February 1, 2000

Side Letter #6
220-General
220-20

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

Section 8(a)(2) of the implementing agreement provides that former Missouri Pacific monthly rated employees, who elect to go to the hourly rate, will receive New York Dock protective benefits if they establish that their new hourly rate is less than what their hourly rate was under their former monthly rate. In computing this difference of rates, it is agreed that the employee's former monthly rate will be divided by 184 hours. If this rate is higher than the new hourly rate, the employee will be considered adversely affected and granted New York Dock benefits. This calculation and determination of benefit is only applicable to the situation arising under the February 1, 2000 Implementing Agreement and shall not be cited in any future negotiations or claims.

It is understood that other employees seeking certification for New York Dock protective benefits will not bear the burden of demonstrating that the implementation of the agreement of February 1, 2000, was a New York Dock transaction. Employees will need to demonstrate only that they were affected by the implementation of this agreement and have attained the status of a displaced or dismissed employee as defined under the New York Dock employee protective conditions

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #7
220-General
220-20

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

During those discussions it was agreed Rule 1 of the Collective Bargaining Agreement dated January 1, 1999 will be amended by adding the position of Relief Signal Maintainer. The following description will be added as Section L to Rule 1 with the subsequent paragraphs re-lettered:

- L. An employee assigned to perform relief work for vacancies on the territory as bulletined. Relief Signal Maintainers will report to a Maintenance Foreman, but it is understood that they may report to different Maintenance Foremen depending where they are working on the territory. This position will be headquartered somewhere on the territory to which assigned.

The following note will be added to Rule 1:

NOTE 2: Relief Signal Maintainers will not be used to eliminate any other positions. Every effort will be made to ensure that incumbents of these positions are given reasonable time at or in the vicinity of their headquarters.

It is further agreed that Relief Signal Maintainers will receive the same rate of pay as Signal Maintainers.

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS
APPROVED:
(Original Signed)
V. Van Artsdalen
Vice President, BRS

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

February 1, 2000

Side Letter #8
220-General
220-20

Mr. J. O. McArthur
General Chairman
P.O. Box 5100
Fallon, NV 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

During those discussions, it was agreed that Rule 51 of the January 1, 1999 collective bargaining agreement will contain the following provision:

- F. New positions and vacancies for Assistant Signalmen will be bulletined for informational purposes. Assistant Signalmen desiring to transfer to the new Assistant Signalman position or vacancy can submit their names for consideration.

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #9
220-General
220-20

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89406

Dear Sir:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

It was agreed that the following agreements and appendices of the Collective Bargaining Agreement dated September 1, 1988 will remain in effect under the Collective Bargaining Agreement of January 1, 1999 but will not be included therein:

- Appendix I - Monthly Rated Employees
- Appendix Q - Alternate Rest Day Availability for monthly rated employees
- Appendix U – Application of Rule 11(b) to mobile headquartered gangs
- Appendix AA – Purchase of Everman Lead
- Appendix DD – Compensation while following Sperry Rail Car
- Appendix FF-1 – System Roster and Ranking of employees
- Appendix GG-1 – Clarification of Prior Rights
- Appendix II – Retention of 6-cent differential for specified employees
- Appendix JJ – Clarification of Section 6(a) of Appendix FF-1
- Appendix KK – Consolidation of agreements
- Letter of Understanding dated August 5, 1994, preserving rates of pay for certain Relay Repairmen in the Sedalia Shop.
- Letter of Understanding dated October 10, 1994, providing that the system roster would be based upon an employee's earliest continuous service date in the Signal Department.
- Implementing Agreements of January 16, 1996 and December 15, 1997 consolidating HB&T with Missouri Pacific.

- Letters of Agreement dated September 27, 1996 and September 7, 1997, establishing a special work schedule for Livonia Yard.
- Letter Understanding dated February 1, 1997, L/R File NYD-209 and NYD-227, providing vacancies within the shops to be bulletined to the system roster (side letters 1 & 2).

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #10

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89408

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing the employees formerly covered by the collective bargaining agreement between Union Pacific and your organization dated September 1, 1998 under the collective bargaining agreement dated January 1, 1999.

During our discussions leading to this agreement, the issue arose as to whether a job reclassification which resulted in an employee being placed on a position earning less would qualify that employee for protection under the New York Dock employee protective conditions. I advised that for purposes of this agreement such an occurrence would qualify the employee for protection under New York Dock.

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

February 1, 2000

Side Letter #11

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89407

Gentlemen:

This letter is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, putting the employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988 under the collective bargaining agreement dated January 1, 1999.

During those discussions, the issue arose as to whether prior rights as defined in Section 8(d) of the implementing agreement would apply to existing headquartered construction gangs. It was agreed that headquartered construction gangs existing prior to February 1, 2000, will not be subject to the provisions of Section 8(d). Their prior rights will be determined on the basis of the headquarters point of the gang. Headquartered gangs established subsequent to the effective date of the implementing agreement will not be subject to prior rights.

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

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #12
220-General
220-20

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, placing employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

It was agreed that the following agreements that were entered into subsequent to the Collective Bargaining Agreement dated January 1, 1999, will remain in effect but will not be included in the updated agreement:

- Letter of Agreement dated March 23, 1999, providing for the attrition of jobs identified in Appendix O of the collective bargaining agreement dated October 1, 1986.
- Implementing Agreement of January 1, 1999 and all side letters
- Letter of Agreement dated August 26, 1999, providing for the closure of the Roseville shop.
- Letter of Agreement dated September 8, 1999, providing for the closure of Eugene Yard.
- Letter of Agreement dated April 22, 1999, concerning rights of certain SSW employees to move between Kansas Division to former SSW territories.
- Letter of Agreement dated February 18, 1999, File 220-3, establishing positions listed in Appendix 20 (Letter Agreement dated October 6, 1980).

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #13
220-General
220-0

Mr. J. O. McArthur
General Chairman, BRS
60 Deer Trail
Fallon, NV. 89407

Gentlemen:

This is to confirm our discussions concerning the Implementing Agreement effective February 1, 2000, which places employees formerly covered by the collective bargaining agreement between the former Missouri Pacific and your organization dated September 1, 1988, under the collective bargaining agreement dated January 1, 1999.

It was recognized that System Signal Shop employees presently test and repair Cab Signal Relays. It was agreed that the Scope Rule would preserve this work to those employees, and they would continue to perform this work. This work does not include the removal or installation of such relays in the locomotives.

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

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

February 1, 2000

Side Letter #14

Mr. J. O. McArthur
General Chairman BRS
P.O. Box 5100
Fallon, NV 89407

Dear Gentlemen:

This letter is in reference to the consolidated Collective Bargaining Agreement between the Brotherhood of Railroad Signalmen and the Union Pacific Railroad Company, effective February 1, 2000 on the properties formerly governed by the SP CBA and UP CBA.

It is hereby agreed between the parties that the following Agreements will remain in effect under the Collective Bargaining Agreement of February 1, 2000:

Agreement of November 4, 1997 (NYD 207: Towner-NA Junction abandonment)
Agreement of November 4, 1997 (NYD 200: Hope-Bridgeport abandonment)
Agreement of July 3, 1997 (NYD 236: Portland Agreement)
Agreement of February 28, 1997 (NYD 204: Whitier Junction/Little Mountain abandonment)
Agreement of February 28, 1997 (NYD 205: Magnolia Tower-Melrose abandonment)
Agreements of February 26, 1997 (CDC Shops)
Agreement of September 12, 1996 (NYD 154: Bieber-Keddie sale)
Agreements of August 9, 1995 (CNW and UP Seniority Roster partial consolidation)
Agreement of October 10, 1994 (System Seniority Roster)
Agreement of February 19, 1993 (CDC Electronic Technicians)
January 1, 1999, Side Letters #3, #6, #7, and #10

AGREED:
(Original Signed)
J. O. McArthur
General Chairman, BRS

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

APPROVED:

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

