

MERGER IMPLEMENTING AGREEMENT

(Roseville Hub)

between the

UNION PACIFIC/MISSOURI PACIFIC RAILROAD COMPANY

SOUTHERN PACIFIC TRANSPORTATION COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32760, the U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SP"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and The Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP"). In approving this transaction, the STB imposed New York Dock labor protective conditions.

In order to achieve the benefits of operational changes made possible by the transaction, to consolidate the seniority of all employees working in the territory covered by this Agreement into one common seniority district covered under a single, common collective bargaining agreement,

IT IS AGREED:

I. Roseville Hub

A new seniority district shall be created that encompasses the following area: UP territory including milepost 665.0 west of Elko, Nevada to the end of the track on the former Western Pacific, Sacramento Northern and Tidewater Southern; SP territory including milepost 553.0 west of Elko, Nevada to the end of the track at Oakland/San Francisco, California, south to and including Santa Barbara, California; south from Roseville, California to and (not including) Hivolt via (including) Palmdale, and over the BNSF trackage rights to (not including) Barstow and north from Roseville to (not including) Chemult and the Modoc Line.

II. Seniority and Work Consolidation.

The following seniority consolidations will be made:

A. A new seniority district will be formed and a master Engineer's Seniority UP/BLE Roseville Hub Merged Roster , will be created for the engineers assigned to the Roseville Hub on September 1, 1997 or on an auxiliary board from a point inside the Hub but working outside the Hub or the WP engineers forced to Salt Lake Hub that will return to the Hub upon release. It does not include borrow outs to the Hub nor engineers assigned to the Hub from an auxiliary board with a home terminal outside the Hub. In addition to the Hub Roster a separate zone roster shall be created for each zone.

B. The new rosters will be created as follows:

1. Engineers placed on these rosters will be dovetailed based upon their current engineer's seniority date. If this process results in engineers having identical seniority dates, seniority ranking will be determined by the employee's earliest retained hire date with the Carrier.
2. All engineers placed on the roster may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this Agreement.
3. Engineers placed on the Roseville Hub Merged Rosters shall relinquish all seniority outside the Hub upon implementation of this Agreement and all seniority inside the Hub held by engineers outside the Hub shall be eliminated.
4. Engineers currently working in trainman/fireman service with an engineers seniority date shall retain their date and be placed on the appropriate merged engineer's roster and in the appropriate zone based upon the BLE ebb and flow agreements that existed prior to the effective date of this agreement.
5. Student engineers in training on or before September 1, 1997 will be assigned prior rights as engineers based on the area designated in the bulletin seeking applications for engine service.
6. New engineers hired/promoted after September 1, 1997 will have no prior rights but will have roster seniority rights in accordance with the provisions set forth in this agreement.

C. Engineer's initially assigned to the new roster will be accorded prior rights to one of four Zones based on the on duty location the engineer was working on September 1, 1997. The new UP/BLE Roseville Merged Roster seniority district will be divided into the following four (4) Zones:

1. **Zone 1** will include operations Roseville north to (not including) Red Bluff, east to (including) Oroville and (not including) Sparks, including helper service, west to (including) Oakland/San Francisco, south to (including) King City and (not including) Fresno.
2. **Zone 2** will include operations from San Luis Obispo north to (not including) King City, south to (including) Santa Barbara and from

Bakersfield north to (including) Fresno and south to (not including) Hivolt via (including) Palmdale and the trackage rights to Barstow.

3. **Zone 3** will include operations from Dunsmuir north to (not including) Chemult and the Modoc Line to (not including) Wendel, south to (including) Red Bluff.

Note: If the Siskiyou trackage reverts to the UP then the Zone will include the trackage to (not including) Bellview milepost 426.2.

4. **Zone 4** will include operations from Sparks, Portola and Winnemucca to but not including Elko except as defined in the Salt Lake City Hub Agreement and to (including) Wendel and (not including) Oroville.
5. Except as provided in the interim provisions of this agreement, engineers may not move from one Zone to another except in accordance with consolidated seniority provisions which require, among other provisions, the Carrier to post a notice of the intent to promote additional engineers so that engineers may request transfer to the Zone with the need for additional engineers. Engineers may be held up to 9 months, in lieu of 7 months provided for in the consolidated provisions, prior to being released to another Zone. Surplus engineers may be used in another Zone in accordance with auxiliary board provisions.
6. Consolidated seniority provisions and auxiliary board provisions only apply within the four Zones of the Hub and engineers in the Hub do not have such rights in other Hubs or non-merged areas and correspondingly cannot be forced to those other areas outside the Hub.

Note 1: Each Zone shall include all main and branch lines, industrial leads and stations between the points identified.

Note 2: Crews with home terminals within a Zone may work to points outside the Zone and Hub. The Zone identifies the on duty points for assignments and not the boundaries of assignments. For example a road switcher on duty at Fresno may work in any direction up to the limits of its radius as set by the road switcher agreement and a work train at Sparks may work both east and west.

7. SP engineers on Auxiliary Boards will be placed in the same Zone as the source of supply location and WP engineers temporarily working in the Salt Lake City Hub shall be placed in a Zone based on the WP BLE ebb and flow agreement that existed prior to the effective date of this Agreement. Engineers currently forced to positions within the Roseville

Hub, borrowed out to the Roseville Hub, or working an auxiliary Board position from outside the Hub will be released when their services are no longer required and will not establish a permanent date on the merged roster.

D. Engineers who are on an authorized leave of absence or who are dismissed and later reinstated will have the right to displace to any Hub and prior rights Zone which may have been established on his/her former territory, provided his/her seniority at time of selection would have permitted him/her to hold that selection. The parties will create an inactive roster for all such engineers until they return to service in a Hub or other location at which time they will be placed on the appropriate seniority rosters and removed from the inactive roster.

E. As work is moved from one Zone to another during the interim period, the following will govern:

1. Due to the rebuild of the Roseville yard and the tunnel work needed to run double stacks over former SP routes, current pool home and away from home terminals will remain, except as provided elsewhere in this paragraph (1), until the Carrier notifies the Organization of the implementation of the new pool freight runs. The notice shall list all assignments abolished and all assignments initially posted at the new locations (both pool and extra board). The notice shall be posted for fifteen days and successful applicants shall be notified of the assignments no later than seven days following close of the notice. (**Attachment "A"** sets forth the order of selection for these assignments.) The assignments shall be phased in 30 days after the bids close.

Note: When pool turns are relocated a number of extra board positions shall be moved from the same location equal to 30% of the number of pool turns relocated.

2. Interim pool freight rights on existing runs shall be on the basis of prior WP and SP service except as provided in (3) below. SP engineers shall have rights to their former pools and WP engineers shall have rights to their former pools only during this interim period and then Zone rights shall govern. For example former SP engineers shall retain rights ahead of former WP engineers to the SP Oakland-Roseville pool until that pool is abolished or until the interim period is over. The same is true for former WP engineers in their Stockton-Portola pool.

3. Service interruptions through Portola or Sparks shall be handled as follows:

- a. During the interim period it is anticipated that some temporary shifting of employees between Portola and Sparks will be undertaken to handle capital projects. If trains are shifted on a short term basis (maintenance of way windows) then the CMS Director shall discuss the situation with the Local Chairmen involved and shall alternate calls between the two pools

during the window. When used at the new temporary location they shall be entitled to a driving allowance of \$31.50 per round trip.

- b. At times the Portola and Sparks areas have experienced washouts and heavy snows that have prohibited traffic movement. During these times, both interim and post interim, BLE local chairmen and the Carrier representative will consult so that the pools and extra boards on the disabled line shall be temporarily abolished and the other pools and extra boards shall be increased accordingly to handle the traffic. Should traffic use alternate routes during such periods and all pool and extra board engineers are not needed, then reserve board provisions shall apply for those who hold such rights or auxiliary board provisions. During these times CMS will extend call times. The parties understand that weather conditions in the winter may impact travel and weather conditions will be taken into account in travel time.

Note 1: Extended calls in 3 (a) and (b) will be two hour calls.

Note 2: During inclement weather the Carrier will provide suitable lodging to those crews in 3(a) and (b) above.

4. The work referred to in section (1) is limited to specific pool turns moved to:

- (a) Roseville [Zone 1] from Dunsmuir [Zone 3] / Bakersfield [Zone 2];
- (b) San Luis Obispo [Zone 2] from Oakland [Zone 1] and Los Angeles;
- (c) Sparks and Portola [Zone 4] from Oakland, Stockton, and Roseville [Zone 1];
- (d) Bakersfield [Zone 2] from Los Angeles; and
- (e) Dunsmuir from Eugene.

5. Work already in a Zone moving to a new location in the same Zone (e.g. Stockton to Roseville) is covered under the Zone seniority rules and engineers from a different Zone may not bid on those assignments unless there is a shortage in the Zone and then only pursuant to Article II(E)(10).

6. When pool vacancies occur and extra boards are increased at the locations identified due to the restructuring of pool operations the order of selection for the operations listed below are found in **Attachment "A"**:

- (a) Roseville - Dunsmuir/Oakland/San Jose
- (b) Roseville-Bakersfield/Portola/Sparks

(c) San Luis Obispo-East and West

(d) Sparks -East and West

(e) Portola-East and West

(f) Bakersfield - Los Angeles/West Colton / Lathrop / Yermo / Fresno

(g) Dunsmuir-Bend/Oakridge

7. Relocation allowances, either under New York Dock or in lieu of , will not be available during the interim period for movement to pool freight positions or extra boards in Sections 2 & 3 above. Engineers required to relocate to non pool freight positions or other extra boards as a result of the merger may elect to delay their relocation allowance request until after the implementation date of the new pools in Section 1 above.

8. During the interim period as work is relocated between Zones or Hubs and a vacancy is not filled by bid, then engineers may be forced to the vacancy. If forced, the junior engineer at the location on September 1, 1997, at which work is transferred from shall be forced to the vacancy. Local Chairmen will assist in the assignment and placement process.

Example: Ten (10) Pool turns and three (3) extra board positions are abolished at Bakersfield and established at Roseville. Engineers from the seniority district that protect these assignments bid in 12 of them leaving one unbid vacancy. The junior engineer at Bakersfield (location work is moved from) not bidding in one of these assignments may be assigned to the vacancy.

Note: Jobs left vacant through the bidding process will be filled by those who have a displacement. The intent of this agreement is to place all engineers on a position during the seven days following the closing of bids. It is also the intent of this agreement to reallocate forces between the Zones where necessary during the interim period so that at the end of the interim period there are not Zones with shortages and other Zones with a surplus. This process is explained in more detail in the questions and answers.

9. It is not the intent of this agreement to move engineers between Zones during the interim period except in response to the relocation of assignments and the equalization of engineers. Due to the reduction of assignments due to the Roseville yard rebuild and temporary movement of work due to capital projects it will be difficult to assess the number of surplus engineers in a Hub on a long term basis. This agreement will incorporate protection board provisions that will help identify if a surplus exists. During the interim period Auxiliary board provisions

will be used for short term vacancies when engineers are needed to cross Zone lines.

10. During the interim period if long term vacancies occur, other than the relocation of assignments in Section (E)(1) which have their own provisions, and a shortage exists in a Zone then the vacancies shall be posted in the other Zones with a surplus and if no bids received then the junior engineer on the Hub seniority roster in the surplus Zone(s) shall be assigned to the vacancy.

Example: Engineers from auxiliary boards from outside the Hub are working at Oakland. When they are released and if there are not enough engineers on the Zone 1 protection board to fill those vacancies then the provisions of (10) above will be used.

Note: The General Chairman and Labor Relations shall meet periodically during the interim period to review the shortages and surpluses within each Zone.

F. Vacancies that do not involve transferring work between Zones shall be handled as follows:

1. Section F vacancies, both interim and after the interim period, that go no bid or application, shall be filled by the provisions of the controlling CBA except as provided within this agreement.
2. Pools shall have an allocation chart for priority in filling specific vacancies and all other assignments in a Zone shall be filled from the Zone roster. After the initial relocation of assignments engineers must be holding Zone prior rights and be working in the Zone to apply for allocated vacancies. If engineers with allocation rights do not bid in an allocated position or there are fewer engineers with those rights than there are positions, then the Zone roster shall be used to fill the vacancies.
3. If assignments are increased and there are not enough engineers in active service (not including the Reserve Board) to cover all assignments, Reserve Board recalls may be started to cover the number of extra vacancies prior to no bid assignments being identified.

Example: There are 100 engineers working 100 assignments in a Zone. Two pool turns are added and two new road switchers are added. Since four additional engineers are needed four reserve board engineers may be recalled prior to identifying which vacancies will go no bid.

4. Engineers force assigned to a new Zone or bidding in Section E transfer of work vacancies will transfer their seniority date and prior rights to the new

Zone roster. Engineers forced to a new Zone will be permitted to make application back to their original prior rights Zone. The application must be on file within sixty (60) days of being forced and will be honored when vacancies of a minimum of thirty (30) days exist in the original Zone and there are no engineers their senior on reserve boards or demoted in that Zone. If an engineer is recalled and declines the recall, then his/her application will be pulled and not reentered. (See relocation section on restrictions if relocation allowances are requested).

Note:The minimum of thirty (30) days shall be met when all engineers senior to the forced engineer have been assigned to a working position for a minimum of thirty (30) days or on a leave of absence for a minimum of thirty (30) days and an additional regular assignment becomes vacant. If the engineer returning to the original zone works for ninety (90) days without being demoted then the forced zone rights will be relinquished and the original zone rights reinstated.

5. Should work be moved from long pool service back to short pool service (i.e. the Sparks-Oakland Pool is abolished and traffic reverts to the Roseville short pools) or lines are abandoned or sold, then those engineers who previously moved from another Zone to man this service may elect to move back to the original Zone and reinstate those prior rights.

G. At the end of the interim period the Zone seniority dates shall become permanent and only auxiliary board provisions or consolidated seniority provisions will be used to perform work in another Zone.

H. All vacancies within a Zone must be filled prior to any engineer being reduced from the working list or prior to engineers being permitted to exercise to any reserve board. All engineers not eligible to hold a reserve board must be displaced prior to any engineer holding a position on a reserve board.

I. Engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. Engineers assigned to the Roseville Hub seniority roster at the end of the interim period shall have entry rate provisions waived and engineers hired after the effective date of this agreement shall be subject to the rate progression provisions of the controlling CBA. The entry rate provisions shall be waived during the interim period. Those engineers leaving the Roseville Hub will be governed by the CBA where they then work.

III. POOL OPERATIONS.

Pool operations within the Roseville Hub shall be restructured and the following shall represent pool operations.

A. Pools with home terminals at Sparks and Portola shall be run as follows:

1. **Sparks-Elko and Portola-Elko** shall be run as two separate single headed pools. These pools may be combined at the far terminal of Elko for the return trip to the home terminal upon ten (10) days notice from the Carrier. If later separated, a similar ten (10) day notice shall be given. When arrival at Sparks/Portola, if not at the home terminal, the engineer shall be driven to the original on-duty point for tie-up.
2. **Sparks-Winnemucca and Portola-Winnemucca** shall be run as two separate single headed pools. These pools may be combined at the far terminal of Winnemucca for the return trip to the home terminal upon ten (10) days notice from the Carrier. If later separated, a similar ten (10) day notice shall be given. When arrival at Sparks/Portola, if not at the home terminal, the engineer shall be driven to the original on-duty point for tie-up.

Note: It is not the intent of this Agreement to use Winnemucca based engineers west to Sparks or Portola. If they are used in emergency service, then upon arrival at Sparks or Portola they will not be tied up but deadheaded back to Winnemucca in combination service.

3. **Portola-Oroville** service shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board. If traffic levels again fall short then the work shall be protected from the extra board.
4. **Portola-Lathrop/Oakland** service shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board. If traffic levels again fall short then the work shall be protected from the extra board. See (5) below for interim operation of the Portola/Lathrop portion. While the Portola-Lathrop portion remains with the Portola-Stockton doubleheaded pool the Portola-Oakland portion shall run as a separate pool if traffic warrants and if not then off the extra board.
5. **Portola-Stockton** service is currently doubleheaded. It shall remain in service while the new Roseville yard is constructed and

shall be abolished in accordance with the provisions of Article II Section E . The Portola-Lathrop service in (4) above shall continue to run with this doubleheaded pool as it currently does until the termination notice is effective.

6. **Sparks-Oakland/Lathrop/Stockton** service shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board. If traffic levels again fall short then the work shall be protected from the extra board.
7. **Sparks and Portola** crews at the far terminals of Oakland and or Lathrop/Stockton may be combined at the far terminal for the return trip to the home terminal upon ten (10) days notice from the Carrier. If later separated a similar ten (10) day notice shall be given. When arrival at Sparks/Portola, if not at the home terminal the engineer shall be driven to the on-duty point for tie-up.
8. Sparks and Portola crews combined at the far terminals of Elko, Winnemucca, Lathrop/Stockton or Oakland shall be paid as follows when they handle a train to other than the terminal they originally departed.
 - a. The engineer shall be paid the miles of their assignment or miles run whichever is greater and any applicable overtime and/or arbitraries. The train trip shall end at this point.
 - b. For the transportation from Sparks to Portola or Portola to Sparks they shall be paid a minimum of two hours at the pro rata rate and on a minute basis for all time over two hours. The time shall begin at the time the crew has completed yarding their train and completed any reporting associated with the train. The time shall end when tied up at the home terminal. If the total time on duty would place the engineer on overtime then the two hour payment shall be at the overtime rate.
 - a. **Note** :Suitable transportation between Sparks and Portola includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.
 - c. If due to inclement weather the engineer is tied up prior to being transported then the transportation time shall begin eight (8) hours after the tie up.
 - d. If notice is not given to combine the pool at the far terminal and an engineer is used to the wrong terminal they shall be paid a one-half day payment in addition to all other payments listed above. The one-half day payment does not apply if there has been a service interruption on one of the lines. Service interruptions include maintenance of way curfews of eight or more consecutive hours, floods, derailments, weather and acts of God.

B. Winnemucca-Elko/Wendel shall be combined and protected from the extra board unless there is sufficient traffic to warrant a single pool. If that occurs then a pool shall be established. If traffic levels again fall short then the work shall be protected from the extra board.

C. Pools with home terminals at Roseville shall be run as follows:

1. **Roseville-Sparks/Portola** service shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
2. **Roseville-San Jose/Oakland** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
3. Crews destined for Sparks and Portola in single headed pools will be governed by the dual destination away from home terminal provisions of this Agreement Article III (M). Crews with trains destined for Oakland may be either tied up at Oakland or deadheaded in combination service on to San Jose for tie-up. If tied up at Oakland and then called to take a train from San Jose the engineer will be paid in accordance with Article III (A) (8) (a) &(b).
4. **Roseville-Dunsmuir** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
5. **Roseville-Fresno/Bakersfield** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
6. **Roseville-Oroville** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.

D. Pools identified in this agreement running to **Oakland** or **San Jose** may operate over any of the multiple routes.

E. Pools with home terminals at Dunsmuir and Klamath Falls shall be run as follows:

1. **Dunsmuir-/Bend/Oakridge** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board. It is not the intent to deadhead crews from Bend to Oakridge.
2. **Dunsmuir-Klamath Falls** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.

3. **Dunsmuir-Lathrop** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
4. **Klamath Falls-Bend** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
 1. **Note:** Oakridge-Klamath Falls will be covered in the Portland Hub.
5. Should the Modoc line reopen then the Klamath Falls-Wendel pool shall be reinstated.
 1. **Note:** Operations between Dunsmuir and Eugene shall continue their current operations until the Portland Hub is implemented. At that time the Carrier may serve notice to implement these new operations except Klamath Falls-Bend may be operated at any time

F. Pools with home terminals at **Bakersfield** shall be run as follows:

1. **Bakersfield-Fresno/Yermo** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
2. **Bakersfield-Los Angeles/West Colton** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
3. **Bakersfield-Lathrop** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.

G. Pools with home terminals at **San Luis Obispo** shall be run as follows:

1. **San Luis Obispo-Los Angeles** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
2. **San Luis Obispo-San Jose/Oakland** shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board.
3. Crews with trains destined for San Jose may be either tied up at San Jose or deadheaded in combination service on to Oakland. When tied up at San Jose and called to take a train from Oakland to San Luis Obispo the engineer will be paid in accordance with Article III(A)(a)&(b). If an engineer is deadheaded in combination service back to San Jose after delivering their train to Oakland, and then deadheaded again to San Luis Obispo the provisions of Article III(M)(5) apply.

H. Oakland and San Jose are separate terminals. If an engineer is tied up for rest at Oakland or San Jose, they will not be worked or deadheaded to the other away from home terminal and tied up a second time.

I. Stockton/Lathrop-Oakland/San Jose service shall be operated during the interim period with Stockton as the home terminal. This service shall be operated as one pool as long as sufficient traffic permits the operation of a pool. Should sufficient traffic not be available then the service shall be protected from the extra board. This traffic may operate over multiple routes.

J. New pool operations shall be governed by Article II Section E for implementation except for Portola-Oakland which may begin upon ten days notice. Operations in (K) below may be implemented upon proper notice/bulletin as provided in current collective bargaining agreements. Pool operations in place prior to the implementation of this Agreement shall continue until the Carrier serves notice to implement new pool operations.

K. Any pool freight, local, work train, or road switcher service may be established pursuant to the controlling CBA to operate from any point to any other point within the new seniority district with the on duty point within one of the Zones.

L. New pool operations not covered in this implementing Agreement between Hubs or one Hub and a non merged area will be handled per Article IX of the 1986 National Implementation Award.

M. Away from Home Terminal Dual Destination. The following conditions shall apply for repositioning crews from one away from home terminal to another at the combined destinations of , Portola/Sparks, and Los Angeles/West Colton.

1. Crews may only be deadheaded prior to tie-up after the initial trip.
 1. **Example:** A crew runs from Roseville to Sparks. If the crew is tied up at Sparks they cannot later be deadheaded to Portola except in emergency situations such as a flood or derailment. The crew can be deadheaded prior to tie-up from Sparks to Portola for tie-up at Portola after their original trip from Roseville.
2. Crews will not be deadheaded by train from one away from home terminal to another away from home terminal.
3. Engineers will be paid for the transportation between the terminals in accordance with Article III Section (A) (8) (a) &(b)
4. Once deadheaded between two away from home terminals, an engineer will not be deadheaded back except in an emergency situation such as a flood or derailment.

5. It is not the intent of this Agreement to "double deadhead" engineers. If double deadheaded, then the engineer will be paid full district miles with a minimum of a basic day for the second deadhead if a pre November 1, 1985 engineer, or time consumed with a minimum of a basic day if a post November 1, 1985 engineer. A "double deadhead" in this instance is when an engineer is deadheaded at the end of his service trip to the other away from home terminal and then deadheaded back to the home terminal.

IV. EXTRA BOARDS

A. A single combination extra board shall be established at the following locations:

Bakersfield, San Luis Obispo, Fresno, Portola, Sparks, Winnemucca, Klamath Falls and Dunsmuir

B. Roseville shall have two extra boards as follows:

1. **Roseville North** - Engineer board covering the pools to Dunsmuir-Portola-Oroville-Sparks.
2. **Roseville South** - Engineer board covering the pools to Bakersfield-Fresno-Oakland-San Jose and all Roseville and Sacramento yard assignments and all locals and road switchers that go on duty between Sacramento-Oroville and /Red Bluff.

C. Regional combination Extra Boards shall be established as follows:

1. Stockton to cover Stockton-Turlock-Modesto-Tracy.
2. Oakland to cover Oakland-Fremont-Newark-Mulford.
3. San Jose to cover San Jose-Milpitas-Watsonville-Salinas-South San Francisco-Warm Springs.
4. Martinez to cover Ozol/Martinez-Suisun-Port Chicago.

Note: Due to the high volume of commuter traffic during certain times of the day, engineers assigned to these regional extra boards will be granted an extended call of up to two and one-half hours if one is requested.

D. It is the intent of this Article to provide extra board coverage to all assignments through one of the extra boards established in sections (A)(B)&(C). Any location not listed shall be covered by the nearest extra board or additional extra board(s) may be established pursuant to the provisions of the surviving CBA.

Note: The nearest extra board will be determined by highway miles. When new assignments are established, the bulletin will identify the protecting extra board.

E. Exhausted extra boards.

1. 1.If one of the extra boards in (B) above is exhausted then the other extra board may be used prior to using other sources of supply.
2. 2.If one of the extra boards in (C) above is exhausted then the next closest extra board (secondary) shall be used prior to using another source of supply. The secondary extra boards are : Oakland for San Jose, San Jose for Oakland, Oakland for Martinez, and Roseville South for Stockton. An engineer called from his/her extra board for an assignment in another area not principally covered by their extra board shall be handled as follows:
 - a. Pay received for this assignment shall not be used as an offset for extra board guarantee but shall be in addition to, however, it shall be used in computing whether the engineer is entitled to protection pay at the end of the month.
 - b. An engineer unavailable at time of call shall have a deduction made in their extra board guarantee in accordance with the extra board agreement and shall have an offset to their protection in accordance with the protection offset provisions. If miss called for secondary calls, the engineer shall not be placed on the bottom of the board. but will hold his/her place.
 - c. An engineer unavailable at time of call shall not be disciplined.
3. Prior to the Carrier using a third extra board, all other sources of supply in the area where the vacancy exists must be exhausted.

F. The extra boards identified in this Article may be implemented (consolidated) by the Carrier giving a ten day notice to the organization. The notice shall identify which extra boards are being consolidated and/or created and/or abolished. The extra boards need not all be handled in the same notice but may be implemented in full or partially but a different notice shall be given if done at different times. Current Extra boards not covered by a notice shall continue to operate until a notice is served.

V. TERMINAL AND OTHER CONSOLIDATIONS

A. At all joint terminal locations all UP and SP operations shall be consolidated into unified terminal operations. Yard crews will not be restricted in a terminal where they can operate.

The new terminal limits for the following locations shall be :

[both parties are identifying consolidated limits and will add at a later date]

1. Reno/Sparks - The Sparks terminal limits will not be expanded to include the UP Reno trackage.
2. Sacramento -
3. Stockton -
4. Oakland -

Note: Since Roseville is not a joint terminal location, no change in terminal limits is made by this Agreement.

B. Upon merger implementation all other UP and SP facilities, stations, terminals, equipment and track shall be combined into a unified operation.

C. The provisions of (A) and (B) will not be used to enlarge or contract the current limits except to the extent necessary to combine into a unified operation.

Example: At Oakland the two separate yards and connecting tracks between shall be combined into one terminal facility.

VI. AGREEMENT COVERAGE

A. General Conditions for Terminal Operations.

1. Initial delay and final delay will be governed by the controlling collective bargaining agreement, including the Duplicate Pay and Final Terminal Delay provisions of the 1986 and 1991 National Arbitration Award and Implementing Agreements.
2. Engineers will be transported to/from their trains to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the May 1986 National Arbitration Award.
3. The current application of National Agreement provisions regarding road work and Hours of Service relief under the combined road/yard service Zone, shall continue to apply. Yard crews at any location within the Hub may perform such service in all directions out of their terminal.

B. General Conditions for Pool Operations

The terms and conditions of the pool operations set forth in Article III shall be the same for all pool freight runs whether run as combined pools or separate pools. The terms and conditions are those of the designated collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth below.

1. **Twenty-Five Mile Zone** - At all home and away from home terminals, both inside and outside the Hub, pool crews may receive their train up to

twenty-five miles on the far side of the terminal and run on through to the scheduled terminal. Crews shall be paid an additional one-half (½) basic day for this service in addition to the miles run between the two terminals. If the time spent in this zone is greater than four (4) hours, then they shall be paid on a minute basis. This payment shall be at the pro rata through freight rate.

1. **Example:**A Roseville-Bakersfield crew receives their south bound train ten miles north of Roseville but within the 25 mile zone limits and runs to Bakersfield. They shall be paid the actual miles established for the Roseville-Bakersfield run and an additional one-half basic day for handling the train from the point ten (10) miles north of Roseville back through Roseville.
2. **Turnaround Service/Hours of Service Relief.** Except as provided in (1) above, turnaround service/hours of service relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews. Engineers used for this service may be used for multiple trips in one tour of duty in accordance with the designated collective bargaining agreement rules. Extra boards may handle this service in all directions out of a terminal.
3. Nothing in this Section B (1) and (2) prevents the use of other crews to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing Hours of Service relief within the road/yard zone, ID crews performing service and deadheads between terminals, road switchers handling trains within their zones and using an engineer from a following train to work a preceding train and payments required by those prevailing agreements will continue to be paid when this work is performed.

C. Agreement Coverage - Engineers working in the Roseville Hub shall be governed, in addition to the provisions of this Agreement, by the Collective Bargaining Agreement selected by the Carrier, including all addenda and side letter agreements pertaining to that agreement, previous National Agreement/Award/Implementing Document provisions still applicable. Except as specifically provided herein, the system and national collective bargaining agreements, awards and interpretations shall prevail. None of the provisions of these agreements are retroactive. The Carrier has selected the SP West Modified Agreement effective December 1, 1997, as the collective bargaining agreement for this Hub.

VII. PROTECTION.

A. Due to the parties voluntarily entering into this agreement the Carrier agrees to provide New York Dock wage protection (automatic certification) to all prior right engineers who are listed on the Roseville Hub Merged Rosters and working an assignment (including a Reserve Board) during the period between September 1, 1997 and the implementation date. This protection will start with

the effective (implementation) date of this agreement. The engineers must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc. Protection offsets due to unavailability are set forth in the Questions and Answers.

B. This protection is wage only and hours will not be taken into account. Due to the need to notch the tunnels and rebuild the Roseville Yard merger integration will take longer than would normally be expected. As such an interim protection will be added to the New York Dock protection period. If the interim period is less than one year, when the interim period is terminated, engineers certified as part of this agreement will have their protection period start over. If the interim period is in excess of one year the engineer's New York Dock protection period will begin after one year.

C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an engineer required to relocate may elect one of the following options:

1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
3. Homeowners in Item 2 above, who provide proof of a bona fide sale of their home at fair value at the location from which relocated, shall be eligible to receive an additional allowance of \$10,000.
 - a. This option shall expire five (5) years from date of application for the allowance under Item 2 above.
 - b. Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this agreement.
 1. **Note:**The 2 year provision of this paragraph (4) shall be extended should the Carrier institute directional running through Sparks and Portola after the two year period beginning with implementation. If instituted after the two (2) year period, affected employees shall have one (1) year from the start date of directional running to request an "in lieu of" payment. This extension shall only be available to those employees at Sparks or Portola who may be affected and shall not apply to temporary directional running caused by capital projects or service interruptions covered in Article II (E).
5. Under no circumstances shall an engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing

agreement. Those WP engineers at Winnemucca who previously received an allowance in the Portola-Elko ID agreement shall be entitled to New York Dock relocation provisions or an in lieu of allowance should they be required to relocate of either:

- . \$7,000 for non-homeowners; or
 - a. \$10,000 for homeowners
 - These payments shall be paid only if engineers meet all the other requirements of the relocation provisions of this agreement. They are not entitled to the allowances in (1), (2) or (3) above.
- 6. Engineers receiving an "in lieu of" relocation allowance pursuant to this implementing agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.
- 7. In addition to those engineers required to relocate, engineers shall be "treated as" required to relocate under the following situations:
 - . If assignments are abolished at one location and placed at another location, then the number of engineers at that location equal to the number of positions abolished at that location shall be entitled to New York Dock or "in lieu of" relocation provisions, if they meet those qualifications, should they be the successful bidder(s) on one of the positions established at a new location.
 - 1. **Example:** Ten positions are abolished at Dunsmuir and placed at other locations. Ten engineers who reside at Dunsmuir shall be treated as required to relocate if they bid on positions at other locations.
 - a. If sufficient engineers at a location do not bid or are unsuccessful bidders and displace at that location, those junior engineers, if any, forced from that location shall be treated as required to relocate.
 - 1. **Example:** Ten positions at Dunsmuir are abolished and transferred to other locations. Three engineers whose positions are abolished displace junior engineers at that location. Those three junior engineers if unable to hold at that location will be required to relocate when they displace to other locations.
 - b. Except as provided in (a) above, engineers who are able to displace to an assignment that does not require a relocation will not receive a relocation allowance if they do not displace to an assignment that does not require a relocation.
 - 1. **Example:** Ten positions at Dunsmuir are abolished and transferred to Roseville. Three engineers whose positions are abolished elect to displace to positions at Oakland when they could have displaced junior engineers at Dunsmuir. Those three engineers will not receive a relocation allowance.
 - c. Engineers who bid on a position at another location without assignments being reduced at their location are not entitled to any relocation allowance. Since their bid was a seniority move, engineers forced to fill their vacancy are not required to relocate due to the merger transaction.

1. **Example:** No positions are reduced at Winnemucca and four engineers place on positions at Roseville. those engineers will not be entitled to a relocation allowance.

D. There will be no pyramiding of benefits.

E. The Test Period Average (TPA) for this agreement shall be the same period as the SP West Modification Agreement (calendar year 1996). The provisions of side letter No. 2 to the SP West Modification Agreement shall be applicable to TPAs determined under this agreement. The TPA for union officers will be based on the two engineers above and two engineers below the officer with regular work records on the pre-merger roster or their regular TPA whichever is larger.

F. The establishing of interim protection is without prejudice or precedent to either party's position and will not be cited by either party.

G. National Termination of Seniority provisions shall not be applicable to engineers hired prior to the effective date of this agreement.

VIII. FAMILIARIZATION

A. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for the new operations. Employees will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualifications shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of Operating Practices in implementing this section.

B. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the appropriate Hub.

IX. IMPLEMENTATION

The Carrier shall give 30 days written notice for implementation of this agreement and the number of initial positions that will be changed in the Hub. Engineers whose assignments are changed shall be permitted to exercise their new seniority. After the initial implementation the 10 day provisions of the various Articles shall govern.

X. HEALTH AND WELFARE

A. Engineers currently are under either the National Plan or the Union Pacific Engineers Hospital Association. Engineers coming under a new CBA will have

30 days to make an election as to keeping their old coverage or coming under the coverage of their new CBA. Engineers who do not make an election will have been deemed to elect to retain their current coverage. Engineers hired after the date of implementation will be covered under the plan provided for in the surviving CBA.

B. If an engineer is covered under a group life and/or disability insurance policy provided for in his/her CBA and that CBA is not the surviving CBA, the Carrier shall continue the premium payments required at the time of implementation of this agreement for those engineers presently covered under those provisions for a period of six years from the implementation date of this agreement.

XI. INTERIM OPERATIONS

This agreement is a final agreement covering the area described in Article I. In addition to other provisions of this agreement, the interim period shall be governed by the following:

- A. The interim period shall begin with the implementation of this agreement.
- B. If surplus engineers are developed as traffic routing changes the surplus will be added to the protection board. Protection boards are only available to engineers working as an engineer on the implementation date. If additional assignments are added in a Zone, the senior engineer on the protection board will be recalled.
 - 1. **Note** : The terms and conditions of Side Letter No. 4 of the SLC Hub Merger Agreement will apply in the Roseville Hub.
- C. Each Zone shall have one protection board. An engineer may not hold a protection board unless they are unable to hold any position in their Zone.
- D. If any Zones have a surplus and other Zones have borrow-outs, force assigned, or a shortage of employees, and insufficient engineers on their protection board, the provisions of Article II (E) (10) shall govern.
- E. Engineers on the protection board shall be paid the greater of their earnings or their protection. While on the protection board they shall be governed by basic New York Dock protection reduction principles when laying off or absent for any reason as set forth in the questions and answers to this agreement.
- F. The interim period shall terminate upon filling the assignments identified in Article II (E) (1) and all protection boards shall be eliminated at that time.

This Agreement is entered into this 24th day of Feb. 1998.

For the Organization:	For the Carrier:
M.A. Mitchell	W.S. Hinckley
General Chairman, BLE WP	General Director Labor Relations

E.L. Pruitt	T.L. Wilson
General Chairman SP West	Director Labor Relations
D.M. Hahs	Catherine J. Andrews
Vice President BLE	Assistant Director Labor Relations
J.L. McCoy	
Vice President BLE	

November 20, 1997

Side Letter No. 1

Gentlemen:

During our discussions on New York Dock Protection we discussed the issue of a pool engineer taking a single day paid absence such as a Personal Leave day or single day vacation and the impact it will have on his/her protection. In an effort to simplify the process and to provide the pool engineer with an alternative the parties agree that a pool engineer shall have one of the following options:

1. Elect a single paid personal leave or vacation day and hold their turn so that if it obtains a first out status they will be first out when they are marked up no less than 24 hours later, with no deduction from their protection; or
2. Elect a minimum of two consecutive days paid personal leave or vacation days on pools whose round trip district miles are 400 or less or a minimum of three consecutive days on pools whose round trip district miles are more than 400 miles and not hold their turns. If the minimum number of consecutive days are met for each round trip then no deduction will be made in their protection.

Question #1: If the round trip district miles of a run are 390 miles and initial and or final terminal delay make a payment over 400 miles, how many personal leave days must be used?

Answer #1: Only the district miles are used for determining the number of personal leave days to be used. In this case two personal leave days would qualify for no deduction.

Question #2: If the round trip district miles are over 400 miles, how is a deadhead counted?

Answer #2: Deadheads are already taken into account by using a 1/15th offset for pools. Since most pools do not average 15 round trips per month a 1/15th offset is less than using the average for each pool. As a result the round trip district miles are used for determining the number of personal leave days that would substitute for no offset and in this case three personal leave days would qualify.

Question #3: If an employee requests the minimum of 2 days for a 380 round trip, can the Carrier approve only 1 day?

Answer #3: No. Depending on the needs of service, either both days will be granted or both days declined.

4. Elect a single paid personal leave or vacation day and not hold their turn resulting in payment of a single day with a corresponding 1/15th deduction from protection.

The option must be selected by the engineer at the time the personal leave or vacation day is granted. Engineers must file the protection form each time they take paid days in accordance with the above options.

Yours truly,

W. S. Hinckley
General Director Labor Relations

AGREED:

M. A. Mitchell
General Chairman BLE WP

E. L. Pruitt
General Chairman BLE SP West

November 20, 1997

Side Letter No. 2

Gentlemen:

This refers to our discussion of relocation of forces from the Portland Seniority District to the Roseville Hub. It was agreed that the number of Portland Seniority District engineers relocated through application, bid and/or force assignment to Roseville Hub Zone 3 would be limited to ten (10) engineers. It was agreed that the number of Mount Shasta engineers relocated to another zone by application, bid and/or force assignment would be limited to ten (10) engineers.

Since all engineer assignments in Zone 3 (Dunsmuir) are based on the dovetail roster, those Portland Seniority District engineers transferring to Zone 3 will place on positions based on the dovetail seniority roster.

Yours truly,

W. S. Hinckley
General Director Labor Relations

AGREED:

M. A. Mitchell
General Chairman BLE WP

E. L. Pruitt
General Chairman BLE SP West

QUESTIONS AND ANSWERS - BLE ROSEVILLE HUB

Article I - Hub

Q1. Which Hub is Elko in?

A1. For seniority purposes engineers are in the Salt Lake Hub, however due to the unique nature of Elko being a terminal for both Hubs, the extra board at Elko may perform service on both sides of the terminal.

Q2. What Hub are the Valmy coal assignments in?

A2. Because they are on duty at Elko and work to or short of Winnemucca, but not including Winnemucca, they are part of the Salt Lake Hub.

Q3. What will happen to those engineers previously located at Carlin?

A3. They are part of the Roseville Hub and will have to place on positions within the Hub after implementation.

Q4. How will pool freight service be run between Elko and Winnemucca?

A4. This service shall have its home terminal at Winnemucca.

Q5. How will Local Service be run between these same two points?

A5. Both Winnemucca and Elko may have a local with a home terminal at that location, however when it arrives at the far terminal it may not perform local work at the far terminal but may only make moves permitted by the National Agreement. Both locals may serve all industries between the two terminals.

Article II - SENIORITY AND WORK CONSOLIDATION

Q6. Does the "earliest retained hire date" in Article II B (1) refer only to an operating craft date?

A6. No, it refers to the earliest retained hire date regardless of position. However if an engineer took an allowance that required them to relinquish that seniority then that date would no longer apply.

Q7. How long will Zone rights be in effect?

A7. Once the interim period is closed these rights are permanent.

Q8. In Article II(C)(7), what does the phrase "when their services are no longer required" mean?

A8. It is the parties intent to release forced, borrow out and auxillary board engineers as soon as practical but without causing an added burden on those engineers who remain in the Hub. When the change in operations result in sufficient engineers to cover the service, then the forced, borrow out and auxillary board engineers services will no longer be required and they will be released in the same order of forced, borrow out and auxillary board.

Q9. When the new rosters are created, will former NWP and SN engineers use those seniority dates or the dates they have been afforded on the SP West?

A9. They will be placed on the merged roster on the basis of their SP West and WP consolidated seniority dates and not their NWP and SN seniority dates.

Q10. After implementation, when engineers complete engineer training, what engineer roster will they be placed on?

A10. Engineer promotion assignments will only be placed by Zone and engineers will be placed on the Zone roster where the notice for promotion was bulletined..

Q11. Are full time union officers including full time state legislative board representatives, Company officers, medical leaves and those on leave working for government agencies covered under Article II, D?

A11. Yes.

Q12. In Article II(H), what does it mean when it refers to protecting all vacancies within a Zone?

A12. If a vacancy exists in a Zone, it must be filled by an engineer holding reserve board rights prior to placing any engineers on reserve, or supplemental boards.

Q13. In Article II, E, what assignments will be put up for bid?

A13. All pool assignments that are relocated, all pool assignments that are changed due to adding new destinations and increases on extra boards where the new pool assignments are added.

Q14. Must engineers fill Alameda Belt Line and Oakland Terminal vacancies prior to exercising seniority to a Reserve Board?

A14. If prior to the merger an engineer held seniority on those properties and was required to fill such vacancies, they will still be required to do so. If not, then no such requirement is provided in this Agreement.

Q15. What will be the process under Article II (E) to pre-advertise and pre-assign the pool, extra board and other vacancies prior to actual placement of the engineers?

A15. On a given day, (Day 1) all new assignments and corresponding old assignments to be abolished will be posted. Engineers will have fifteen (15) days to place a bid (multiple bids are permitted) or notify CMS of their displacement(s). Engineers affected by the initial abolishments who do not bid or displace by the end of the fifteen (15) day period will not have further bid or displacement rights during this bid process. The abolishments and displacements are not effective until the new assignments are effective.

On the fifteenth day, the appropriate Local Chairmen will meet in Omaha and review all bids and bumps. They will begin notifying successful bidders and those bumped on the sixteenth day. Additional vacancies created by engineers bidding

on the new jobs will not be posted, but engineers who have been displaced shall be contacted in seniority order and their displacements or bids to vacancies shall be processed. This shall continue until all vacancies are filled.

If vacancies still remain, then those engineers who neither bid nor bumped nor hold a position will be assigned in seniority order to the remaining vacancies. If vacancies still exist after this process, then engineers on a Reserve Board shall be recalled in junior order and assigned to remaining vacancies without displacement rights. Assignments shall be phased in beginning thirty (30) days after the bid closing date. CMS will work with the Local Chairmen in this process.

Q16. Who will pay the salary and expenses of the Local Chairmen for the time they are in Omaha assisting with Article II, E assignments?

A16. The Carrier shall pay transportation, lodging, meals and lost earnings.

Q17. What about engineers who are on vacation during this time?

A17. These engineers must make application for displacement before leaving on vacation and should keep in contact with their local Chairman.

Q18. During the interim period while the tunnels are being notched how will crews operating between Roseville and Sparks be used?

A18. They will work on a temporary basis to Portola in lieu of Sparks. CMS will contact the Local Chairman when this will happen.

Q19. What is the status of pre October 31, 1985 trainmen/firemen seniority or reserve status?

A19. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organizations. Former WP reserve engineers status will not be maintained in the Roseville Hub. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently "treated as" will continue such status.

Q20. What is the status of post October 31, 1985 firemen seniority or reserve engineer status?

A20. A post October 31, 1985 engineer will exercise their seniority as a trainman in accordance with the applicable agreements should they not be able to hold a position in engine service. Reserve engineer status will be governed by the controlling CBA.

Q21. Will the Carrier continue to discuss ebb and flow issues after the merger?

A21. Yes, the Carrier recognizes the benefits of discussing this issue further.

ARTICLE III - POOL OPERATIONS

Q22. How will the crews know the miles of the new assignments?

A22. The parties will meet and review the mileage and a chart will be given to

timekeeping, Local Chairmen and posted at various locations. For those pre-merger runs that continue post-merger that had allocated, constructive or excess mileage, they shall continue for those employees currently eligible for the allocated, constructive or excess mileage, for all other pool freight runs actual mileage shall be used.

Q23. Will existing pool freight terms and conditions apply on all pool freight runs?

A23. Except for application of allocated mileage pools in Q&A 22, the terms and conditions set forth in the surviving collective bargaining agreements and this document will govern.

Q24. Article III refers to "sufficient traffic to warrant a pool". What criteria will be used to determine "sufficient traffic"?

A24. The Local Chairman may establish pools when the minimum mileage is met and regulate based on mileage regulation provisions of the CBA.

Q25. Is the "minimum two hour payment" in Article III, A (8)(b) payable to all engineers, both pre and post October 31, 1985 and pre and post implementation?

A25. Yes.

Q26. Why are references to Stockton/Lathrop as a combined facility.

A26. Lathrop is an intermodal facility and lodging is in the Stockton area and power is frequently transported to Stockton or received at Stockton. Engineers can be used into or back to Stockton and/or Lathrop and will be paid additional miles if they operate beyond Lathrop. For example if a Bakersfield crew runs to Lathrop and drops off their train but runs the power to Stockton then they will be paid to Stockton. If transported just to the lodging facility they do not receive the miles.

Q27. Under Article III(M)(1), who is responsible for notifying engineers to deadhead prior to tie-up?

A27. The Carrier.

Q28. In the above, question can the Carrier use a notice or bulletin to notify an employee to deadhead prior to tie-up?

A28. Yes, if the notice is meant to notify all employees working in a particular pool.

ARTICLE IV - EXTRA BOARDS

Q29. How many extra boards will be combined at implementation?

A29. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter. The Carrier will advise the number of positions for each extra board and the effective date for the new extra board. The engineers will have at least ten days to make application to the

new extra boards and the Zone roster will be used for assignment to those Boards. The creation, combining and elimination of extra boards is not dependent on Article II (E) (1).

Q30. Are these guaranteed extra boards?

A30. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.

Q31. Is it the intent of this agreement to use extended calls on a regular basis to avoid the obligation to protect service?

A31. No.

ARTICLE V - TERMINAL CONSOLIDATIONS

Q32. Are the national road/yard Zones covering yard crews measured from the new terminal limits where the yard assignment goes on duty?

A32. The new terminal/station limits where the yard crew goes on duty will govern.

ARTICLE VI - AGREEMENT COVERAGE

Q33. If a crew in the 25 mile Zone is delayed in bringing the train into the original terminal so that it does not have time to go on to the far terminal, what will happen to the crew?

A33. Except in cases of emergency, the crew will be deadheaded on to the far terminal.

Q34. Is it the intent of this agreement to use crews beyond the 25 mile zone?

A34. No.

Q35. In Article VI(B)(1), is the ½ basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance?

A35. No, it is subject to future wage and COLA adjustments and it is not a duplicate payment/special allowance.

Q36. How is a crew paid if they operate in the 25 mile zone?

A36. If a pre-October 31, 1985 engineer is transported to its train 10 miles east of Sparks and he takes the train to Roseville and the time spent is one hour East of Sparks and 10 hours between Sparks and Roseville with no initial or final delay earned, the engineer shall be paid as follows:

- A. One-half basic day for the service East of Sparks because it is less than four hours spent in that service.
- B. The road miles between Sparks and Roseville
- C. Overtime based on the overtime divisor used.

Q37. Would a post October 31, 1985 engineer be paid the same?

A37. If the overtime divisor used for post October 31, 1985 engineers is the same then yes, however if the overtime divisor is different then no. The controlling CBA should be referred to.

Q38. How will initial terminal delay be determined when performing service as outlined above?

A38. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point and crews may perform work only in connection with their own assignment at the intermediate point.

Q39. How will an engineer be paid who is used in the twenty-five mile zone to obtain a train, brings the train into the original on-duty terminal (now an intermediate point) and then deadheaded on to the far terminal because of insufficient time to continue with the train?

A39. The engineer will be paid under the twenty-five mile provisions for the work in that Zone and deadheaded in combination deadhead/service.

Q40. If an engineer works ten hours in the twenty-five mile zone how shall they be paid?

A40. Eight hours straight time and two hours overtime in addition to the payment at the far terminal.

Q41. When the surviving CBA becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in the Roseville Hub?

A41. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date.

ARTICLE VII - PROTECTION

Q42. What is automatic certification?

A42. An understanding reached by the parties that an engineer will be provided the benefits of the applicable labor protective conditions without having to prove he/she was adversely affected as a result of implementation of this Agreement.

Q43. How will the test period average be determined?

A43. The calendar year 1996 will be used.

Q44. How does the Carrier calculate test period earnings if, for example, an engineer missed two (2) months compensated service in 1996?

A44. If an engineer had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to calculate the test period earnings based on twelve (12) months compensated service.

Q45. How will an engineer be advised of their test period earnings?

A45. Test period averages will be furnished to each individual and the General Chairman.

Q46. How is length of service calculated?

A46. It is the length of continuous service an engineer has in the service of the Carrier with a month of credit for each month of compensated service.

Q47. If an engineer has two years of engineers service and three years of conductor service, and one year of clerical service how many years of NYD protection will they have?

A47. Six.

Q48. How will the engineers know which jobs are higher rated?

A48. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q49. Will specific jobs be identified in each grouping?

A49. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.

Q50. What rights does an engineer have if he/she is already covered under labor protection provisions resulting from another transaction?

A50. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineer may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that an engineer may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.

Q51. If an engineer is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?

A51. An engineer's reduction from New York Dock protection would not commence until notification or attempted notification by telephone or in person. The reduction would continue until the engineer placed himself/herself.

Q52. How will reductions from protection be calculated?

A52. In an effort to minimize uncertainty concerning the amount of reductions and simplify this process, the parties have agreed to handle reductions from New York Dock protection as follows:

1. **Pool freight assignments** - 1/15 of the monthly test period average will be reduced for each unpaid absence of up to 48 hours or part thereof. Absences beyond 48 hours will result in another 1/15 reduction for each additional 48 hour period or part thereof.
2. **Five day assignments** - 1/22 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/22 reduction for each additional 24 hour period or part thereof.
3. **Six & seven day assignments** - The same process as above except 1/26 for a six day assignment and 1/30 for a seven day assignment.

NOTE: There shall be no offset from protection for rest days on five day and six day assignments or for auxiliary board rest days.

4. **Extra board assignments** - 1/30 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/30 reduction for each additional 24 hour period or part thereof.

NOTE: Absences on the extra board shall be calculated from the time of unavailability (layoff, missed call, etc) until the next time called for service. For example: If an engineer lays off on Monday at noon, marks up the next day, Tuesday, and does not work until 2 AM on Wednesday, then they shall be off for protection purposes for thirty-eight (38) hours and shall be deducted 2/30 of their protection.

Q53. Will an employee have their protection reduced while on a protection board?

A53. Yes, but only for layoffs or other absences. They will be considered as holding the highest rated position when on the board.

Q54. Can you give an example of how the interim protection and regular protection will operate?

A54. The following examples cover engineers with less than six years of service and more than six years of service.:

Example 1: Engineer A has eight years of service when the agreement is implemented on December 16, 1997. The interim period runs until December 16, 1998. The engineer will receive interim protection until December 16, 1998, and on that date will receive six years New York Dock protection.

Example 2: Engineer B has three years of service under the same facts as example 1. Engineer B will have interim protection until December 16, 1998 and then will have four years New York Dock protection.

Q55. Why are there different dollar amounts for non-home owners and homeowners?

A55. New York Dock has two provisions covering relocating. One is Article I, Section 9, Moving Expenses and the other is Section 12, Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.

Q56. Why is there one price on loss on sale of home?

A56. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or want to go through the procedures to claim the loss under New York Dock.

Q57. What is loss on sale of home for less than fair value?

A57. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q58. If the parties cannot agree on the loss of fair value what happens?

A58. New York Dock Article I, Section 12(d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q59. What happens if an engineer sells the home for \$20,000 to a family member?

A59. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q60. What is the most difficult part of New York Dock in the sale transaction?

A60. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q61. Who is required to relocate and thus eligible for the allowance?

A61. An engineer who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced inside the Hub (system reserve board) and released.

Q62. Are there mileage components that govern the eligibility for an allowance?
A62. Yes, the engineer must have a reporting point farther than his/her old reporting point and at least 30 highway miles between the current home and the new reporting point and at least 30 highway miles between reporting points.

Q63. Can you give some examples?

A63. The following examples would be applicable.

Example 1: Engineer A lives at Sacramento but works at Oroville. After implementation he/she can no longer work at Oroville and places at Roseville. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Engineer C lives in Oakland and is unable to hold an assignment within 30 miles of that location and places on an assignment at Roseville. The engineer meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.

Example 3: Engineer B lives 35 miles north of Sacramento and goes on duty at the SP yard office in Sacramento. As a result of the merger he/she goes on duty at the UP yard office which is three miles further away. No allowance is given.

Example 4: Engineer D lives in Stockton and can hold an assignment in Stockton but elects to place on a Road Switcher at Roseville. Because the engineer can hold in Stockton no allowance is given.

Q64. Are there any seniority moves that are eligible for an allowance?

A64. Yes, the parties may by agreement treat certain moves as required to relocate and those moves are listed in Article VII(C)(7). The move may not trigger other relocation allowances.

Q65. Will engineers be allowed temporary lodging when relocating?

A65. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.

Q66. Are there any restrictions on routing of traffic or combining assignments during the interim period or thereafter?

A66. There are no restrictions on the routing of traffic in the Roseville Hub once the 30 day notice of implementation has lapsed and the interim period has begun. There will be a single collective bargaining agreement and limitations that currently exist in that agreement will govern (e.g. radius provisions for road switchers, road/yard moves etc.). However, none of these restrictions cover through freight routing. The combining of assignments between the Carriers is covered in this agreement and is permitted.

Q67. Will the Carrier offer separation allowances?

A67. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations..

Q68. When will a reserve boards be established and under what conditions will they be governed?

A68. Depending on manpower needs there may be engineers on reserve boards on implementation day. The consolidated reserve board will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern its operation.

Q69. Will engineers be eligible for a dismissal separation under NYD?

A69. For the purposes of NYD separations no engineers will be considered "dismissed" employees or eligible for NYD separation.

Article IX - IMPLEMENTATION

Q70. On implementation will all engineers be contacted concerning job placement?

A70. No, the implementation process will be phased in and engineers will remain on their assignments unless abolished or combined and then they may place on another assignment. When the Carrier posts the notice on pool changes and increases and decreases in extra boards in accordance with Article II (E) (1) Local Chairman will assist in handling the bidding and placement process at that time and engineers may be contacted for placement if insufficient bids are received. The new seniority rosters will be available for use by engineers who have a displacement.

Zone 3

ALL TURNS TO THE DOVETAIL ROSTER.

*	If the 15% Oakland turn is not filled, then it goes to the Coast District Engineers.
**	If not filled Stockton, then turns will go to San Joaquin Engineers.
***	Turn numbers 5, 10, 15 will go to Las Angeles Engineers in pool now.

POOL ALLOCATION

Zone 1:		
Roseville - Dunsmuir*	60% Roseville / 40%Dunsmuir	baseline 41
Roseville - Bakersfield**	56% Bakersfield / 33% San Joaquin / 11% Roseville****	baseline 38*****
Roseville - Oroville	dovetail roster	
Roseville - Portola - Sparks	53% UP / 47% Roseville	
Roseville - Oakland	8% Roseville / 62% Oakland / 30%UP	

Zone 4		
Sparks - Lathrop/Oakland	13% Oakland/28% Roseville*/49%UP/10% Stockton*	
Sparks and Portola East	57% UP/43% SP	
*	One turn goes from the 28% Roseville to San Joaquin	
Note 1:	Portola - Elko: First 34 turns prior righted during the interim period Sparks - Elko: first 26 turns prior righted during the interim period.	
Note 2:	A chart will be prepared for each pool identifying whic turns are allocated.	
Note 3:	No extra boards have percentage allocations and all extra boards shall be filled using the Zone dovetail rosters.	
Note 4:	Unless allocated by this attachment "A", all other work will be assigned from the Zone dovetail rosters.	
Note:	Window remains open untill baseline numbers are met.	
*	UP run 32.	
**	Roseville Engineers will get the pool postitions if dunsmuir 40% are not filled up to the baseline number of 41. All jobs over the baseline number go to the dovetail roster.	
***	UP run 20	
****	The Roseville Engineers get the 2nd and 7th turns from Stockton in addition to their 11%	
*****	All runs over the 38 baseline are allocated 50% Stockton/50% Roseville.	
Zone 2		
San Luis Obispo - Los Angeles	45% San Joaquin / 55% Coast; helpers 100% Coast	

San Luis Obispo - Oakland	85% Coast / 15% Oakland*
Bakersfield - Lathrop	45% / San Joaquin /55% Stockton**
Bakersfield - W. Colton/Los Angels	100% San Joaquin***
Bakersfield - Yermo/Fresno	100% San Joaquin
Bakersfield - Helper	100% San Joaquin
