

**MEMORANDUM OF AGREEMENT**  
**UNION PACIFIC RAILROAD COMPANY**

**And**  
**UNITED TRANSPORTATION UNION**

**(Former C&NW Committee)**

**Agreement No. 2603010196**

**This Memorandum of Agreement concerning yard operations at Chicago, Illinois is intended to address several issues concerning the Car Retarder Operators, Hump Conductors, and Transfer Service Conductors/Foremen working at that location. The amendments proposed below are intended to improve the efficiency of the operation at Chicago specifically as it pertains to operation of the Hump Yard and Transfer Service. The Memorandum of Agreement will address meals while performing service at Proviso and within the CTC and the compensation for the above-identified positions. Accordingly, it is agreed that effective March 1, 2001:**

- 1. The new basic daily rate of pay for Car Retarder Operators (CRO's) will be adjusted to \$210.70. This rate will also be utilized to calculate the guarantee for the CRO extra board.**
- 2. The Hump Conductor/Foreman new basic daily rate of pay will be adjusted to \$223.33.**
- 3. Transfer Service Conductors/Foremen will receive a new basic daily rate of pay of \$221.50 for all transfer assignments or yard assignments used in transfer service.**

**Note: Yard transfer service for the purposes of this Agreement means: the transfer of cars and/or engines to another geographic location, for example, but not limited thereto, Proviso Yard to/from Global I (Wood St.); Proviso to/from Canalport (Canal St.); Proviso to/from foreign carrier; West Chicago to/from Proviso; Proviso to/from Yard Center/Chicago Hts.; Proviso to/from North Avenue Yard, etc.**

- 4. The provisions of Yard Rule 7(c), which is currently applicable to switchtenders working at Proviso Yard, will now apply to Hump Conductors/Foremen, Car Retarder Operators (CRO's), and Transfer Service Conductors/Foremen working in the Chicago Terminal Complex (CTC). Rule 7(c) will now read as follows:**

**7. (c) Paragraphs (a) and (b) of this rule apply to Switchtenders, Car Retarder Operators (CRO's), Hump Conductor/Foremen, and Transfer Service Conductor/Foremen, but all four (4) of these positions will be**

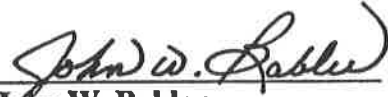
held responsible for their regular duties during the meal period.

5. The above changes to the rates of pay and Rule 7(c) of the January 1, 1959 BRT Schedule applicable to Hump Conductors/Foremen, CRO's, and Transfer Service Conductors/Foremen, will be instituted in an effort to address the level of compensation necessary for employees occupying these positions to be available during their tour of duty. The aforementioned changes in compensation and Yard Rule 7(c) are designed to eliminate ongoing concerns/disputes regarding the application of the meal period rules for the above identified positions.
6. Yard Rule 7(c), as amended, requires Switchtenders, CRO's, Hump Conductors/Foremen, and Transfer Conductors/Foremen to protect their regular duties throughout their shift. It is clearly understood that the employees on these positions will still be permitted a meal period during their tour of duty.
7. Any current in-lieu-of meal allowance paid the aforementioned positions will be discontinued.
8. The aforementioned change in rates of pay and the application of Yard Rule 7(c) will become effective March 1, 2001 and will be subject to all future wage increases.
9. As a condition of this Agreement, the parties agree to the terms and conditions cited in Side Letter No. 1, 2, and 3 of this Agreement.
10. The parties recognize that other yard assignments such as lead jobs, industry jobs, etc., not specifically mentioned in this Agreement will be provided a meal period as set forth in Rule 7(a) and (b) of the ORC&B and BRT Schedules.
11. This Agreement shall remain effective for a period of at least one (1) year from the effective date and remain in effect thereafter until either party serves thirty (30) days written notice to cancel this Agreement.


This Agreement is without precedent or prejudice to either party's position with respect to meal periods and will not be referred to in any manner for any reason.

Signed this 9<sup>th</sup> day of February, 2001 at Omaha, Nebraska.

FOR THE UTU:

  
John W. Babler  
General Chairman UTU

FOR THE CARRIER:

  
John M. Raaz  
AVP Labor Relations, Operating-North

## Side Letter No. 1

### Meal Period Claims – Yard Rule 7

#### Memorandum of Agreement No. 2603010196

It is agreed, as the result of the adoption of Memorandum of Agreement No. 2603010196 effective March 1, 2001, the following will apply with respect to outstanding meal period claims on behalf of Switchmen, Hump Conductors/Foremen, and Transfer Service Conductors/Foremen working in yard service under the C&NW Schedule in the Chicago Terminal Complex (CTC).

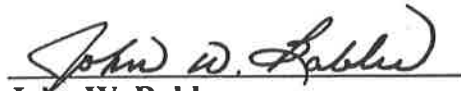
1. All meal period claims, on record as of January 31, 2001, for C&NW yard or transfer service employees working assignments headquartered within the CTC, filed on a timeslip, =PE timeslip or progressed to the local level of appeal or general committee level of appeal, will be settled at seventy dollars (\$70.00) per claim.
2. Claims not filed or appealed within applicable time limits will be considered as withdrawn.
3. All CTC C&NW yard or transfer service meal period claims, on record as of January 31, 2001 account "denied second meal period" or "no second meal period" will be considered as withdrawn.

This settlement will be without precedent or prejudice to either party's position and will not be referred to in any manner for any reason.

Signed this 9<sup>th</sup> day of February, 2001 at Omaha, Nebraska.

FOR THE UTU:

FOR THE CARRIER:

  
John W. Babler  
General Chairman UTU

  
John M. Raaz  
AVP Labor Relations-Operating North

## Side Letter No. 2

### 1991 Crew Consist Payment CRO's

#### Memorandum of Agreement No. 2603010196

It is agreed, as a result of the adoption of Memorandum of Agreement No. 2603010196 effective March 1, 2001, the following will apply with respect to outstanding claims filed on behalf of Car Retarder Operators (CRO's) hired subsequent to July 1, 1996 who filed claims for the crew consist daily rate set forth in Article II of the UTU December 13, 1991 Crew Consist Agreement.

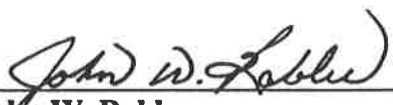
1. A payment of twenty-three dollars (\$23.00) to each CRO for each tour of duty on his/her respective claim dates wherein a claim is dated subsequent to July 1, 1996 and prior to February 28, 2001 on a timeslip, =PE timeslip, or progressed to the local level or general level appeals.
2. Claims not filed or appealed within applicable time limits will be considered as withdrawn.


This settlement will be without precedent or prejudice to either party's positions and will not be referred to in any manner for any reason.

Signed this 9<sup>th</sup> day of February, 2001 at Omaha, Nebraska.

FOR THE UTU:

FOR THE CARRIER:

  
John W. Babler  
General Chairman UTU

  
John M. Raaz  
AVP Labor Relations, Operating-North

## **Side Letter No. 3**

### **Transfer Service – CTC**

#### **Memorandum of Agreement No. 2603010196**

Referring to Section 3 of the above Agreement, which section concerns the rate applicable to transfer service conductors/foremen, to clarify those positions to which Section 3 [and amended Yard Rule 7(c)] will apply, we have agreed that on the effective date of this agreement, the following positions will immediately come under the Section 3 rate of pay. Those transfer jobs currently are:

#### **PROVISO (transfer)**

PR51	PR81
PR53	PR71
PR55	PR99
PR67	PR61

All X89's\*

\* A separate designation for extra yard service will be established and referred to as Extra 88's (X88's) to which the new rate will NOT apply.

#### **GLOBAL II (transfer)**

All X20's

#### **GLOBAL I**

G107	G175
G109	G176
G173	All X80's (transfer)

#### **OTHER POINTS**

At West Chicago:

WCCH (transfer)

The above list is intended to eliminate any confusion at implementation of this Agreement, but is not intended to be all-inclusive. Should new, additional, or similar jobs be established with the same transfer-type responsibilities, the new rate will be designated. Additionally, administrative changes, such as new job I.D.'s will NOT change the application of this Agreement, the rates of pay, or working conditions. Conversely, if a position currently listed is altered in such a way that the transfer requirements are

removed, the job designation alone does not determine the rate of the position. If the provisions of Yard Rule 7(c), as amended, are not required on a position, then it will be compensated at the current conductor/foreman rate and Rule 7(c), as amended, will not apply.

The above will eliminate the need to change or amend this Agreement each time a position is added or eliminated, job designation changed, etc.

Also, the parties understand that certain yard jobs, which would not ordinarily perform transfer service, will also be subject to the rates specified in this Agreement on those dates upon which they perform transfer service. The Carrier will post an advisory bulletin containing instructions identifying the method for claiming the higher rate.

Signed this 9<sup>th</sup> day of February, 2001 at Omaha, Nebraska.

**AGREED:**

**FOR THE UTU:**

J. W. Babler  
J. W. Babler  
General Chairman UTU

**FOR THE CARRIER:**

John M. Raaz  
John M. Raaz  
AVP Labor Relations - Operating North