

UNION PACIFIC RAILROAD COMPANY

R. D. MEREDITH  
ASST. VICE PRESIDENT  
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July 12, 1996



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Gentlemen:

Attached is a copy of the finalized interpreted UP/CNW merger award.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. D. Meredith".

CC: Mr M B Futhey  
Vice President - UTU  
7610 Stout Road  
Gernamtown TN 38138

Mr P C Thompson  
Vice President - UTU  
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**MERGER IMPLEMENTING  
AGREEMENT**

between the

**UNION PACIFIC/MISSOURI PACIFIC RAILROAD COMPANY  
CHICAGO AND NORTH WESTERN RAILWAY COMPANY**

and the

**UNITED TRANSPORTATION UNION**

In Finance Docket No. 32133, the Interstate Commerce Commission (ICC) approved the acquisition and control of the Chicago and North Western Railway Company (CNW) by the Union Pacific/Missouri Pacific Railroad Company (Union Pacific or UP). In order to achieve the benefits of operational changes made possible by the transaction and to modify pretransition labor arrangements to the extent necessary to obtain those benefits,

**IT IS AGREED:**

I. **Seniority and Work Consolidation.** To achieve the work efficiencies and allocation of forces that are necessary to make the merged Carrier operate efficiently as a unified system, the following seniority consolidations will be made:

A. **St. Louis, Missouri**

1. (a) The number of CNW employees assigned to CNW yard assignments at Madison, Illinois, on March 1, 1996; the number of CNW employee(s) assigned to the Monterey Mine assignment on March 1, 1996; and, the number of CNW employees assigned to work South Pekin, Illinois, to St. Louis (in through freight only, excluding extra board employees) will be placed on the bottom of Missouri Pacific (MP) St. Louis Yard Roster No. 1 and the bottom of the C&EI road roster at St. Louis. These employees will have prior rights to the former CNW yard assignments, the Monterey Mine assignment(s) and to a maximum of four assignments in the St. Louis to South Pekin/Chicago pool. Should the yard assignments be abolished or consolidated, the employees will have an equitable percentage of the remaining yard assignments at St. Louis. The percentage will be determined by the parties in accordance with the standard engine hour formula arrangement. Should the St. Louis to South Pekin/Chicago pool be reduced so that the former CNW employees cannot

maintain four assignments, the employees will have an equitable percentage of the remaining pool assignments. The percentage will be determined in accordance with the standard miles paid formula arrangement.

- (b) Both MP employees and former CNW employees may work all assignments covered by Merged Roster No. 1 and may work all assignments protected by the MP St. Louis extra boards. All employees and all assignments will work under the MP Agreement all in accordance with the employees' seniority on Merged Roster No. 1, subject to prior rights.

NOTE: Prior rights will not apply to assignments on nor operation of the MP Merged Roster #1 extra boards at St. Louis.

- 2. (a) See A (1)(a)

- (b) Both C&EI and the former CNW employee may work the Monterey Mine Assignment, may work all assignments covered by the C&EI road roster and may work all assignments protected by the C&EI extra board at ST. Louis. All employees and all assignments will work under the C&EI Agreement all in accordance with the employees' seniority on the C&EI road roster at St. Louis, subject to prior rights.

NOTE: Prior rights will not apply to assignments on nor operation of the C&EI extra board at St. Louis.

- 3. (a) See A (1)(a)

- (b) Both C&EI employees and former CNW employees may work all assignments in the new St. Louis to Chicago/South Pekin Pool, may work all assignments protected by the C&EI road roster(including the Monterey Mine assignment) and may work all assignments protected by the St. Louis extra board (including the Monterey Mine assignment). All employees and all assignments will work under the C&EI Agreement all in accordance with the employees' seniority on the C&EI roster at St. Louis, subject to prior rights.

NOTE: Prior rights will not apply to assignments on nor operation of the C&EI extra board at St. Louis.

B. Kansas City, Missouri

1. (a) The number of CNW employees assigned to CNW assignments at Kansas City on March 1, 1996; the number of CNW employees assigned to road service work between Kansas City and Des Moines (currently headquartered at Kansas City or Trenton) on March 1, 1996 (excluding service to Indianola); and the number of CNW employees on the CNW extra board at Kansas City will all be placed on the bottom of the MP Consolidated Roster at Kansas City. These employees will have prior rights to the former CNW yard assignments, to the Trenton Local, to an equitable percentage of the pool assignments in the Kansas City to Omaha Metro Complex/Des Moines pool and to an equitable percentage of the extra board assignments on the protecting extra boards. The percentage of equity will be determined by the parties in accordance with the standard miles paid for formula arrangement. Should the yard assignments be abolished or consolidated, the employees will have an equitable percentage to the remaining yard assignments at Kansas City. The percentage will be determined by the parties in accordance with the standard engine hour formula arrangement.
- (b) Both MP employees and former CNW employees may work all assignments covered by the Consolidated Roster and may work all assignments protected by the Consolidated Roster extra boards. All employees and all assignments will work under the MP Agreement all in accordance with the employees' seniority on the Consolidated Roster, subject to prior rights.

NOTE: These prior rights will not be applicable to assignments on nor operation of the two MP extra boards at Kansas City.

2. (a) See B (1)(a)
- (b) Both MP employees and former CNW employees may work all assignments in the Kansas City to OMC/Des Moines pool, may work all assignments protected by the MP Consolidated Roster, and may work all assignments protected by the MP Consolidated Roster extra boards. All employees and all assignments will work under the MP Agreement all in accordance with the employees' seniority on MP Consolidated Roster, subject to prior rights.

C. Chicago, Illinois Complex

1. A new consolidated Chicago Terminal Complex (CTC) seniority roster will be established to protect all non-through freight, yard or extra board assignments headquartered within the CTC. The CTC is defined in Article III.
2. The new CTC seniority roster will consist of the following employees:
  - (a) All C&EI employees working in Chicago on March 1, 1996;
  - (b) All CNW employees on the Chicago Freight Terminal #7, #7A and #7B Rosters;
  - (c) The number of CNW Eastern #1 employees working in Chicago on March 1, 1996; and,
  - (d) The number of CNW Northeastern #2 employees working in Chicago on March 1, 1996.

NOTE 1: "Working in Chicago" is defined as holding an assignment (non-through freight, yard, or extra board) with an on-duty point within the territory of the new CTC as defined in Article III.

NOTE 2: One Eastern-1 extra board employee for each four Eastern-1 employees transferred to the CTC and one Northeastern-2 extra board employee for each four Northeastern-2 employees transferred to the CTC will also be transferred to the new CTC roster.

3. (a) Employees identified in Paragraph 2, above, will be placed on the new CTC seniority roster in the following manner:
  - (1) Employees identified in 2(a), (c) and (d), above, will be dovetailed based upon the employee's train service date. If this process results in employees having identical seniority dates, seniority will be determined by the employee's service date.
  - (2) The dovetailed list in (1), above, will be placed on the bottom of the CNW Chicago Freight Terminal #7, #7A and #7B Rosters creating the new CTC roster.

- (b) Each employee placed on the new CTC roster will be provided prior rights to their former work now included in the CTC. Current assignments retained in the new CTC will not be rebulletined. Should any former assignments subsequently be abolished or consolidated with other CTC assignments, there will be no prior rights to those assignments. Any newly established assignments will not be subject to prior rights. The new CTC seniority roster will indicate prior rights in the following manner:

EXAMPLE (assumes roster only has five people on it ):

Name	Prior Rights to which Assignments				
	Roster Ranking	Chicago Freight Terminal#7	Eastern#1	North-Eastern#2	C&EI
Jones, J.	#1	X			
Smith, L.	#2	X			
Ames, G.	#3			X	
Bailey, T.	#4				X
Moore, K.	#5		X		

- (c) The new CTC seniority roster, set forth in Paragraph 3(b) will be established. However, current C&EI and all CNW employees, when working assignments at Yard Center or CHTT, will work under the C&EI Agreement and the current C&EI employees will be considered C&EI employees. Current CNW and C&EI employees, when working all other assignments in the CTC, will work under the CNW Agreement.

There will be a separate C&EI extra board in the CTC to protect C&EI assignments at Yard Center and CHTT. Current C&EI and CNW employees when assigned to the C&EI extra board, will be considered C&EI employees. Employees from one CTC extra board may be used on other CTC extra boards when one extra board is exhausted.

The C&EI presence in the CTC will be eliminated by attrition. Attrition is defined as follows: Extra Board - when 51% or more of the assignments are manned by CNW employees;

Regular Assignments - when no current C&EI employee may hold a regular assignment.

Current C&EI, Eastern #1 and Northeastern #2 employees placed on the CTC seniority roster will retain their respective road rights.

- (d) New employees hired and placed on the CTC roster subsequent to the adoption of the CTC will be governed by the CNW collective bargaining agreement, but will have no prior rights to any assignments within the CTC; will have no rights to any CNW Eastern #1, CNW Northeastern #2 nor C&EI assignments outside of the CTC; will rank below all prior rights employees on the roster and will have seniority to all assignments headquartered within the CTC.

D. Omaha and the Omaha Metro Complex

1. UP/UTU Roster #1 will be expanded to protect all assignments headquartered within the Omaha Metro Complex (OMC) or which have the OMC as the source of supply. The OMC is defined in Article III.
2. The new UP/UTU Merged Roster #1 will consist of the following employees:
  - (a) All UP employees on the current UP/UTU #1; -
  - (b) All CNW employees assigned to work between the OMC and Sioux City, Iowa (including Sergeant Bluff, Iowa) on March 1, 1996.

NOTE 1: CNW employees who work in the Sioux City area on yard, locals and road switchers and through freight between Sioux City and St. James, Minnesota will remain under the CNW Agreement until the Carrier gives a 30 day written notice that it is instituting through freight service between the OMC and Worthington. When such service is instituted then all employees in all classes of service between the OMC and Worthington, Minnesota will be part of the UPED Seniority District #1 and Zone 100 and will operate under the UPED Agreement provisions and the provisions of Article II New Operations. Assignments at Worthington and to Minneapolis shall remain under the CNW.

NOTE 2: Employees on the Sioux City extra board may relieve crews and finish unloading coal trains at the Sergeant Bluff power plant but will not be used to return trains to the OMC.

NOTE 3: The carrier notice to institute ID service to Worthington does not require additional bargaining of terms and conditions as those are already set forth in the Award but to give the parties time to transfer the employees to the new seniority roster and relocate additional employees to the OMC if needed.

- (c) All CNW employees working an assignment headquartered within the OMC on March 1, 1996.

NOTE 1: "Working an assignment headquartered within the OMC" is defined as holding an assignment (non-through freight, yard or extra board) with an on-duty point within the territory of the OMC.

NOTE 2: "Working an assignment headquartered within the OMC" is also defined as the CNW assignments working to Norfolk, Nebraska, from Fremont, Nebraska.

3. (a) Employees identified in Paragraph 2, above, will be placed on the new UP/UTU Merged Roster #1 in the following manner:

- (1) Employees identified in 2(b) and (c) above, will be dovetailed based on the employee's train service date. If this results in employees having identical seniority dates, seniority will be determined by the employee's Company service date.
- (2) The dovetailed list in (1), above, will be placed on the bottom of the UP/UTU Roster #1.

NOTE 1: Employees affected by the dovetailing of seniority in 3(a), above, will be transferred to the OMC in accordance with operational needs.

NOTE 2: All CNW employees placed on the bottom of UP/UTU Roster #1 will also be placed on the bottom of all rosters, both road and yard, that comprise Zone 100.



- (b) The new UP/UTU Merged Roster #1 seniority roster set forth in Paragraph 3(a) will be established and all CNW employees placed on that roster will have their prior rights established in Article 1 as their primary prior rights. In addition, they will have secondary prior rights to all other former CNW work transferred to Merged Roster #1. Secondary seniority will be exercised in accordance with the employee's standing on Merged Roster #1.

EXAMPLE (assumes only five people on the roster):

Name	Prior Rights to which Assignments				
	Roster Ranking	UP/UTU Roster#1	CNW with-in OMC South #3	CNW - OMC to Worth'ton	CNW with-in OMC West #6
Brown, J.	#1	P			
Green, S.	#2	P			
Black, C.	#3		S	P	S
White, P.	#4		P	S	S
Blue, R.	#5		S	S	P

- (c) All employees placed on the UP/UTU Merged Roster #1 may work all assignments (regular or extra) protected by the new roster. All employees and all assignments will work under the UP Agreement in accordance with the employee's seniority on the new roster, subject to prior rights.
- (d) New employees hired and placed on the new UP/UTU Merged Roster #1 subsequent to the adoption of this agreement will be governed by the UP Agreement, but will have no prior rights to any assignment protected by the new roster, will rank below all prior rights employees on the roster and will have seniority rights to all assignments protected by the new roster.
4. The expanded UP/UTU Merged Roster #1 will enable the Carrier to address necessary operational efficiencies and economies in the territory and on the following trackage: the existing UP/UTU Seniority

District #1; the OMC as defined in Article III; and the north-south main line, branch lines and yards from the OMC to Sioux City . It will include all trackage to Worthington after service of the notice in Article I D 2 (b)

E. Midwest

1. A new CNW Midwest seniority roster will be created to address necessary operational efficiencies and economies on the following lines: Mason City, Iowa, to Butterfield, Minnesota; Allendorf, Iowa, to Bricelyn, Iowa; Hartley, Iowa, to Goldfield, Iowa; Forest City, Iowa, to Belmond, Iowa; Kanawha, Iowa, to Belmond, Iowa; Dows, Iowa, to Clarion, Iowa; Mason City, Iowa, to Somers, Iowa; Eagle Grove, Iowa, to Ames, Iowa; Ellsworth, Iowa, to Jewell, Iowa; Mallard, Iowa, to Grand Junction, Iowa; Albert City, Iowa, to Rolfe, Iowa; Royal, Iowa, to Laurens, Iowa; Coulter, Iowa, to Clarksville, Iowa; Iowa Falls, Iowa, to Alden, Iowa; Oelwein, Iowa, to Waterloo, Iowa; Marshalltown, Iowa, to Steamboat Rock, Iowa; Marshalltown, Iowa, to Powerville, Iowa; Marshalltown, Iowa, to Albia, Iowa; Hampton, Iowa, to Sheffield, Iowa; Des Moines, Iowa, to Yale, Iowa; Des Moines, Iowa, to Woodward, Iowa; Des Moines, Iowa to Indianola, Iowa and Des Moines, Iowa, to Bondurant, Iowa. In addition, trackage from Des Moines to Mason City and trackage from the OMC to Clinton is included in the new Midwest seniority district.
2. The new Midwest Seniority District will consist of the following employees:
  - (a) The number of CNW Southern #3 employees working in the Midwest territory on March 1, 1996 (less those transferred to other districts in accordance with this Agreement);
  - (b) The number of CNW Central #5 employees working in the Midwest territory on March 1, 1996 (less those transferred to other districts in accordance with this Agreement).

NOTE : "Working in the Midwest territory" is defined as holding an assignment (through freight, non-through freight, yard or extra board) with an on-duty point within the territory of the new Midwest seniority district.

3. Currently active employees on the Central 5 and Southern 3 Seniority Rosters who have been placed on the new Midwest Seniority District will be listed on the new Midwest Seniority District Roster as follows:

(a) Two new rosters will be created; Midwest Roster A and Midwest Roster B;

Roster A will list the currently active Southern 3 employees with their current seniority date ahead of currently active Central 5 employees who will receive a common date of June 1, 1996 and will be ranked in the order they currently stand on the Central 5 Roster.

Roster B will list the currently active Central 5 employees with their current seniority date ahead of currently active Southern 3 employees who will receive a common date of June 1, 1996 and will be ranked in the order they currently stand on the Southern 3 Roster.

(b) Employees with seniority dates on the Midwest Seniority District after June 1, 1996 will be listed on both Rosters A and B behind Southern and Central employees. Rosters A and B will exist until such time as all employees on either of the two rosters with dates older than June 1, 1996 are attrited.

(c) Employees listed on Roster A shall have prior rights to those positions (including extra boards) headquartered at points located on the former Southern 3 territory. Employees listed on Roster B shall have prior rights to those positions (including extra boards) headquartered at points located on the former Central 5 territory.

(d) On runs which operate over both former Southern 3 and Central 5 territories, the Local Chairmen involved will work with the Crew Management Director or his designee to determine whether equalization is required as between employees having a date of June 1, 1996 or earlier. If equalization is desired, the Local Chairman will then notify the Crew Management Director to post a bulletin to the entire district which will indicate that the bulletin is for equalization purposes, the time period the assignment will cover, and whether Roster A or B will have prior right to the assignment. No changes will be made during the life of the bulletin. If no bids are received from the Roster to whom equalization is owed, the right to the equalization will be deemed waived and the bulletin will be canceled.

(e) The prior rights set forth in this Section 3 govern assignment to service only. Once assigned, all employees, including prior rights employees, on the new Midwest seniority roster may work all assignments (regular or extra) protected by the Midwest roster without regard to former Southern 3 and Central 5 seniority demarcation lines. All employees and all assignments will work under the CNW (proper)

Agreement and under the terms and conditions established in Article II.

F. Seniority and Service Rights

1. The following will apply to employees transferring from CNW to UP (Sections A, B and D of this Article I) and to employees transferring from UP to CNW (Section C of this Article I):

- (a) All train service seniority with the employees' original railroad will be eliminated except as provided for in this Article I;
- (b) Seniority with the employees' new railroad will be established in accordance with the provisions of this Article I; and,
- (c) The employees will be treated for vacation, entry rates and payment of arbitraries as though all their time in train service on their original railroad had been performed on their new railroad,
- (d) Employees with engine service seniority on their original railroad will forfeit that seniority. Engine service on the employees' new railroad will be established either following the same relative standing as on the original railroad or as provided for in the UTU National Agreement.

NOTE: Subparagraph (d) is contingent upon the implementing agreement for the other operating craft organization.

- (e) The seniority consolidations provided for in this Article I will result in the elimination of CNW Southern #3 seniority district. CNW Freight Terminal #7, #7A and #7B and the C&EI Chicago Yard seniority districts will also be eliminated and made part of the new CTC seniority district. The UP/UTU Seniority District #1 will be expanded and will become the basis for the new UP/UTU Merged Roster #1 seniority district.
- (f) CNW employees placed on the bottom of a C&EI, UP or MP roster under Sections A, B or D of this Article I will be placed on the roster in the same seniority order they held on the CNW.

- (g) After the initial placement on a new roster in accordance with the procedures set forth in Article V, below, no additional employees hired prior to the date of this interpreted Award will be permitted to place on another roster under the provisions of this interpreted Award.
- (h) Current CNW employees transferring to the UP, MP or C&EI will be treated as crew consist protected if they were crew consist protected on the CNW.

NOTE: It is recognized it will be necessary to make adjustments upon the integration of CNW employees into the UP, MP, or C&EI. For example, the number of reserve board positions available to the newly integrated employees will need to be determined.

- 2. CNW employees (road and yard) who are transferred to either UP, MP or C&EI rosters at the Omaha Metro Complex, Kansas City or St. Louis terminals will not be required to place on a UP, MP or C&EI assignment with an on-duty point that is more than thirty (30) miles outside the Complex or Terminal limits as set forth in this Agreement. Should such employee not be able to hold a UP or MP assignment at or within thirty (30) miles of the Complex or Terminal or on the employee's prior rights seniority territory that has been incorporated into the UP or MP seniority territory, the employee will be treated as a dismissed employee under the New York Dock conditions.

## II. New Operations

- A. The following new operations may be implemented in accordance with the provisions set forth in this Article II:
  - 1. Under the UP Agreement with the OMC as the home terminal: OMC-Sioux City, OMC-Sergeant Bluff, OMC-North Platte, OMC-Grand Island (including the "picker" pool) and OMC-Marysville. (OMC-Worthington after notice in Article I D 2 (b).

NOTE: The current North Platte-Fremont and North Platte-Council Bluffs doubleheaded interdivisional pools may cease operations (with the understanding these pools may be re-established by the Carrier) when replaced by an OMC-North Platte and North Platte-OMC pool.

2. Under the CNW Agreement with Boone as the home terminal: Boone-Clinton and Boone-OMC; with Clinton as the home terminal: Clinton-OMC.

NOTE: Return trips from the OMC and Clinton in the Boone pool may go to Des Moines, Mason City, Nevada and Ames with the employees being either transported back to the home terminal of Boone after completion of the trip or taking a train back to the home terminal of Boone and being paid actual miles run or transported or combination thereof. This does not prohibit the use of Clinton crews on their return trip from being used to any of these cities and then transported to Clinton or used on another train to Clinton and paid actual miles run or transported or combination thereof.

EXAMPLE: A crew goes from Boone to the OMC and on its return trip it takes a train to Ames and is then transported back to Boone to tie up. The crew is paid actual miles Boone to Council Bluffs (where it yarded its train), and on its return trip is paid from Missouri Valley (where it received its train) to Ames and Highway miles Ames to Boone unless overtime was greater.

3. Under the MP Agreement with Kansas City as the home terminal: Kansas City-OMC/Des Moines.

NOTE: This will be a single pool with alternative destinations (see Article I, Section B3).

4. Under the C&EI Agreement with St. Louis as the home terminal: St. Louis - Chicago/South Pekin.

NOTE 1: This will be a single pool with alternative destinations (see Article 1, Section A3).

NOTE 2: The current St. Louis-Chicago operation is a guaranteed pool. The guarantee and offset adjustments for the new pool operation will be paid and adjusted in accordance with Side Letter #1 of the Villa Grove Interdivisional Run Arbitration Agreement.

5. On the territory covered by the CNW Agreement:
  - (a) Twin Cities (home terminal) to Worthington (far terminal);

- (b) Any Midwest Seniority District location to any other Midwest Seniority District location;
- (c) Waukegan (home terminal) to Clinton (far terminal) with Waukegan as the on-duty point/off-duty point and transported to /from the power plants at Waukegan and Pleasant Prairie.

NOTE: Employees working in the Waukegan-Clinton pool freight service will be from both CNW Eastern #1 and CNW Northeastern #2. The equalization for the pool will be 71% for Eastern #1 and 29% for Northeastern #2. Either road extra board may be used to fill any vacancy in the pool or to perform hours of service relief.

- (d) South Pekin (home terminal) to Clinton; and,
- (e) Chicago (CTC) (home terminal) to Clinton/South Pekin.

NOTE: CTC to Clinton/South Pekin will be a single pool with alternative destinations.

B. The terms and conditions of the new operations set forth in Section A, above, are as follows:

1. Miles Run - The miles paid shall be the actual miles run.. Actual miles run to/from the OMC will be calculated in accordance with the chart found in Attachment A.

NOTE: As long as the Fremont-North Platte and Council Bluff-North Platte Double headed pools are operated they will be paid the minimum number of specified miles in the current ID agreements and will be paid additional miles if they run past their currently assigned final terminals.

Example 1: A Fremont-North Platte crew operates on a return trip ten miles past Fremont towards Blair and are then transported back to Fremont. They will be paid 244 miles North Platte to Fremont and an additional ten miles to the point of leaving their train.

Example 2: A Council Bluffs-North Platte crew operates a train from North Platte to a point ten miles short of Council Bluffs and are then transported to their tie up point. They will be paid the full 282 miles. A Boone-

OMC crew then takes the same train from the same point to Boone. They are paid the 144 miles Council Bluffs to Boone and an additional ten miles for the distance west of Council Bluffs.

2. Basic Day/Rate of Pay - The provisions of the November 1, 1991, Implementing Agreement (UTU) will apply, to include applicable entry rates.
3. Overtime - Overtime will be paid in accordance with Article IV of the November 1, 1991, Implementing Document (UTU).
4. Transportation - Transportation will be provided in accordance with Section (2)(c) of Article IX of the October 31, 1985, National Agreement (UTU.).
5. Meal Allowance and Eating Enroute - Meal allowances and eating enroute will be governed by Section 2(d) and Section (2)(e) of Article IX of the October 31, 1985, National Agreement (UTU), as amended by the November 1, 1991, Implementing Agreement. CNW operations not changed by this Article II will retain the applicable meal allowance and eating enroute rules.
6. Suitable Lodging - Suitable lodging will be provided by the Carrier in accordance with applicable agreements.
7. Held-away-from-home terminal time will be up to a maximum of eight (8) hours in every twenty-four (24) hour period beginning after the first sixteen (16) hours.
8. All through freight service will be rotary pool freight service with blue print board provisions for placing employees in the proper order at the home terminal and at the far terminal. Under a blue print board operation, employees are not run-around if used on the train for which called.

NOTE 1: Item B7, above, will not apply to the OMC-North Platte nor the North Platte-OMC operation. The traditional HAHT payment for that operation will continue to apply.

NOTE 2: Item B2, above, will reflect the CNW rate of pay for those new operations governed by the CNW Agreement.

NOTE 3: It is not the intent of this Award to eliminate provisions of the existing MP/C&EI ID Agreements involving



St. Louis - Chicago and Kansas City - Omaha by the addition of South Pekin and Des Moines respectively as alternate destinations from the home terminal and the creation of the OMC and CTC for the receiving and leaving of trains, except those subjects of this award that are identified in this note.

In addition, it is not the intent to eliminate provisions of existing UPED ID Agreements involving Fremont - North Platte, Council Bluffs - North Platte and Council Bluffs - Marysville by the creation of the OMC as a complex for the receiving and leaving of trains by a pool nor the North Platte - South Morrill ID Agreement by the creation of the thirty mile zone, except those subjects of this award that are identified in this note.

The specific areas of coordination are as follows:  
Miles Run - The currently paid miles from St. Louis to South Pekin and Kansas City to Des Moines will be paid for crews run between those points. Mileage paid to and from the OMC will be paid per the chart set forth in Attachment A. For example, if a Kansas City crew receives its train six miles north of the Council Bluffs yard toward Missouri Valley and takes the train to Kansas City, the crew will be paid the 204 miles OMC to Kansas City and six miles for receiving the train north of the Council Bluffs yard. If new OMC-North Platte/North Platte-OMC and OMC-Marysville pools are established this note shall govern. If new pools are not established then the note to B 1 above governs the existing pools.

Hours of Service Relief - At South Morrill, the OMC, Des Moines, South Pekin, North Platte, Sioux City and the CTC, the extra board(s) home terminated at each location may now be used, if not previously allowed, to perform hours of service relief in all directions. If this service results in the extra board being used off its seniority district, the extra board crew is limited to the same road/yard limit that a yard crew would be limited to under applicable agreements measured from the consolidated switching limits not from the terminal complex limits.

Thirty Mile Zone - At South Morrill through freight crews from the UP and CNW may leave or receive their trains at any location within the thirty mile zone and will be governed by the conditions set forth in other sections of this Award.

Terminals/Complexes - ID crews may now receive or leave their trains anywhere within the complex limits of the OMC or CTC or the new terminal limits of Kansas City and St. Louis as established in this award.

NOTE 4: The Carrier will not serve a national ID notice to move the Clinton and Boone home terminals to the OMC and have those terminals become away from home terminals. This does not prohibit the serving of ID notices to run through either of these terminals with other than the OMC as the home terminal.

- C. When the carrier has a customer request for particularized handling that would provide more efficient service, local and road switcher service may be established to operate in turnaround service or to operate from any location to any other location within any seniority territory outlined in Article I. Should this service be desired by the Carrier and the desired service would cross seniority lines, such service may be implemented upon a five (5) day notice by the Carrier to the involved General Chairmen. The service will be manned by employees from the seniority territory where the home terminal of the assignment is located. The involved local chairmen may make arrangements for the equalization of work; however, such equalization must be cost neutral to the Carrier.
- D. All pool freight and all other road service crews may receive and/or leave trains anywhere within the boundaries of the terminal of their runs in accordance with the provisions of all national agreements.

NOTE: "Anywhere within the terminal" is defined to include the CTC and OMC as those complexes are defined in Article III and to include the consolidated terminals of St. Louis, Kansas City and South Morrill.

- E. 1. Turnaround service/Hours of Service relief for the new operations listed in Section A, above, may be performed as follows:
  - (a) When crews are heading toward the home terminal, the protecting extra board may be used.
  - (b) When crews are heading toward the far terminal, an extra board at that terminal, if available, may be used in any direction out of the extra board point. The first-out away-from-home terminal crew also may be used.

NOTE 1: Crews used for this service, whether extra or in the pool, may be used for multiple "dogcatches" during a tour of duty.

NOTE 2: When the first-out away-from-home terminal crew completes this service, the crew may be used for either a through train or for additional turnaround service/Hours of Service relief. Any crew used for two consecutive turnaround service/Hours of Service relief jobs will be placed first out after rest for a through train or deadheaded back to the home terminal.

2. Nothing in this Section E prevents the use of other employees to perform work currently permitted by other 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, traveling switch engines (TSE's) handling trains within their zones and using an employee from a following train to work a preceding train.
- F.
1. The new operations listed in Section A, above, may be implemented separately, in groups or collectively, upon five (5) days' notice by the Carrier to the involved General Chairman.
  2. The new operations listed in Section A, above, may be run by the Carrier in pool service, extra service or any other type of service necessary to meet the demands of the service and/or to meet customer requirements.

### III. Terminals/Complexes

- A. The following terminal and complex consolidations will be implemented on the Implementation Date of this Agreement in accordance with the provisions set forth in this Article III:
1. Kansas City
    - (a) The existing switching limits at Kansas City will now include the CNW rail line to CNW Mile Post 500.3.
    - (b) All road crews (MP, including former CNW, and UP) may receive/leave their trains at any location within the boundaries of the new Kansas City Consolidated terminal and may perform work anywhere within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.

- (c) All yard assignments in the new consolidated Kansas City terminal will be governed by the MP Agreement and manned by MP employees from the MP Consolidated Roster, subject to the prior rights requirement of Article I.
- (d) All rail lines, yards and/or sidings within the new consolidated Kansas City terminal will be considered as common to all crews working in, into and out of Kansas City. All crews will be permitted to perform all permissible road/yard work. Interchange rules are not applicable for intra-carrier moves within the consolidated terminal.

2. St. Louis

- (a) The existing switching limits at St. Louis will now include the CNW rail line to CNW Mile Post 144.
- (b) All road crews (MP and C&EI, including former CNW) may receive/leave their trains at any location within the boundaries of the new St. Louis consolidated terminal and may perform work anywhere within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.
- (c) All yard assignments in the new consolidated St. Louis terminal will be governed by the MP Agreement and manned by MP employees from MP Merged Roster #1, subject to the prior rights requirement of Article I.
- (d) All rail lines, yards and/or sidings within the new consolidated St. Louis terminal will be considered as common to all crews working in, into and out of St. Louis. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable for intra-carrier moves within the consolidated terminal.

C. Chicago Terminal Complex

- 1. The new consolidated Chicago Terminal Complex (CTC) will be the entire area within and including the following trackage:

Waukegan (CNW Mile Post 41.0 on the Kenosha Branch) southwest paralleling the EJE rail line to Geneva (CNW Mile Post 41.0 on the Geneva Subdivision), continuing on a parallel with the EJE line south through Normantown and East Joliet through Brisbane, Matteson, Chicago Heights (south to the

current southern boundary of Mile Post 30.0 on the C&E) to Griffith, then north on a parallel with the EJE through Van Loon and Ivanhoe, and then east paralleling the EJE line through Kirk and Gary Yard.

2. All road crews (CNW and C&E) may receive/leave their trains at any location within the boundaries of the new CTC and may perform any work anywhere within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.
3. All yard and non-through freight assignments headquartered within the CTC will be governed by the CNW Agreement and manned by employees from the new CTC seniority roster, subject to the C&E attrition requirements of Article I.

NOTE: This provision will not be applicable to C&E non-through freight road assignments headquartered within the CTC which operate onto C&E road territory.

4. All rail lines, yards and/or sidings within the new CTC will be considered as common to all crews working in, into and out of the CTC. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable for intra-carrier moves within the CTC.

D. Omaha Metro Complex

1. The new consolidated Omaha Metro Complex (OMC) will be the entire area within and including the following trackage:

Fremont (UP Mile Post 44.75 - west) to Omaha/Council Bluffs (UP Mile Post 473.1 - south) to Missouri Valley (CNW Mile Post 327.2 - east) and return to Fremont. At California Junction, trackage north to CNW Mile Post 10.2 will be included.

NOTE: The Omaha Metro Complex described above is part of the larger UP/UTU Merged Roster #1 seniority district described in Article I.

2. All road crews (UP, including former CNW, and MP) may receive/leave their trains at any location within the boundaries of the new complex and may perform any work within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.

3. All yard and non-through freight assignments headquartered within the complex will be governed by the UP Agreement and manned by employees from the new UP/UTU Merged Roster #1 seniority district, subject to the prior rights requirement of Article I.
4. All rail lines, yards and/or sidings within the new complex will be considered as common to all crews working in, into and out of the complex. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable for intra-carrier moves within the complex.
5. In addition to the consolidated complex, the UP terminal at Omaha/Council Bluffs and the CNW terminal at Council Bluffs will be consolidated into a single terminal controlled by UP. The existing UP switching limits at Omaha/Council Bluffs will now include the CNW rail line to CNW Mile Post 345.0.

E. South Morrill

1. South Morrill will be a consolidated terminal with the following boundaries: UP Mile Post 156.8 to UP Mile Post 166.0. All road crews (UP and CNW) may receive/leave their trains at any location within the boundaries of the consolidated South Morrill Terminal and may perform any work anywhere within those boundaries.
2. The following will be applicable to achieve efficient operations in and around the common UP/CNW terminal of South Morrill, Nebraska:
  - (a) UP crews (destined North Platte or Cheyenne) may receive their trains up to thirty (30) miles westward on the CNW from their existing far terminal of South Morrill. CNW crews (destined Bill) may receive their trains up to thirty (30) miles eastward on the UP (toward North Platte) or westward on the UP (toward Cheyenne) from their existing far terminal of South Morrill.
  - (b) The thirty (30) miles listed in (a), above, will run east from UP mile Post 156.8 to UP Mile Post 126.8 and will run west from UP Mile Post 166.0 to CNW Mile Post 24.8 and UP Mile Post 196.0.
  - (c) Crews relieving trains or extra crews called for this service may also perform all work in connection with the train regardless of where the train is received.

- (d) Through freight crews that operate in the thirty mile zone at South Morrill will be paid time or miles whichever is greater with a minimum of one-half basic day. The time or miles paid in the thirty mile zone will be treated separately from the miles from South Morrill to Bill, Cheyenne or North Platte for the compensation of overtime. The time or miles paid is subject to wage adjustments.

Example: A pre-October 31, 1985 North Platte crew is transported to its train 10 miles north of South Morrill and they take the train to North Platte. The miles north of South Morrill equal 20 and it took one hour. The crew spent an additional 10 1/2 hours between South Morrill and North Platte for a total time on duty of 11 1/2 hours. The crew will be paid 1/2 basic day for the work in the thirty mile zone, the miles to North Platte and overtime for the part of the trip South Morrill to North Platte based on Award No. 518.

- (e) Initial terminal delay for crews performing this service will be governed by the applicable collective bargaining agreements and will not again commence when the crew operates into South Morrill. For the operation back through South Morrill, South Morrill will be considered an intermediate point.
  - (f) Departure and/or terminal runarounds will not apply for crews arriving/departing South Morrill under this Section.
3. Nothing in the Section E prevents the use of other employees to perform work currently permitted by other agreements, including, but not limited to, TSE's handling trains within their zone, an employee from a following train to work a preceding train and the CNW extra board at South Morrill to perform service in all directions on both CNW and UP trackage.

NOTE: The CNW extra board at South Morrill will only be permitted to perform Hours of Service relief on the UP side of South Morrill consistent with the parameters of the road/yard service zone mileage limits found in the applicable National Agreement measured from the new terminal boundaries as set forth in Article III E 1.

#### F. General Conditions for Terminal/Complex Operations

- 1. Initial delay and final delay at Kansas City and St. Louis terminal and at the Chicago and Omaha complexes will be governed by the

applicable collective bargaining agreements, including the Duplicate Pay and Final Terminal Delay provisions of the 1985 and 1991 National Agreements.

2. Employees will be transported to/from their trains to/from the designated on/off duty point.
3. The current application of National Agreement provisions provides for the following regarding work and Hours of Service relief under the Combined Road/Yard Service Zone, which shall continue to apply:
  - (a) Yard crews at Kansas City and St. Louis may perform such service in all directions out of the new consolidated terminals.
  - (b) Yard crews at the CTC may perform such service in all directions out of individual yards (switching limits) within the complex.
  - (c) Yard crews at the Omaha Metro Complex may perform such service in all directions out of the individual yards (switching limits) within the complex.
4. Nothing in this Section F will prevent the use of other employees to perform this work and/or relief in any way permitted by applicable agreements.

#### **IV. Extra Boards**

##### **A. Terminals/Complexes**

##### **1. Kansas City -**

The current MP consolidated roster extra board (yard) will protect the work in the consolidated terminal. The current MP consolidated roster extra board (road north) will protect the Kansas City - OMC/Des Moines operation. This service for these extra boards is in addition to other service protected by these extra boards.

##### **2. St. Louis -**

The current Merged Roster #1 extra boards will protect the work in the consolidated terminal. The current C&E road extra board at St. Louis will protect the Monterey Mine and the St. Louis - Chicago/South Pekin operations. This service for these extra boards is in addition to other service protected by these extra boards.



3. Chicago Consolidated Complex -

The current CNW Chicago Freight Terminal #7, #7A and #7B extra boards and the current C&EI extra board will become the CTC extra boards and will protect the work (yard and non-through freight) within the CTC, consistent with the requirements of Article I C3(c). This service is in addition to any other service protected by those extra boards. Prior rights will not be applicable to positions on or operation of these extra boards.

4. Omaha Metro Complex -

The current UP/UTU Seniority District #1 combination extra board will protect the work in the complex and all assignments headquartered within the complex, including the new operations provided for in Article II. This service for this extra board is in addition to other service protected by this extra board.

5. Outlying Points -

(a) The Carrier may establish extra boards at locations governed by the UP Agreement on the new OMC seniority territory where extra boards do not now exist.

(b) The Carrier may establish extra boards at locations governed by the CNW Agreement on the new Midwest seniority territory where extra boards do not now exist.

B. Nothing in this Article IV will prevent the use of other employees to perform this work in any way permitted by applicable agreements.

**V. Implementation**

A. The Carrier will give at least forty (40) days' written notice of its intent to implement this Agreement.

B. 1. Concurrent with the serving of its notice, the Carrier will post a description of those new merged seniority districts which will require former CNW employees to make a seniority election. Those seniority districts are MP Consolidated, C&EI road roster at St. Louis, the new CNW Chicago Terminal Complex, the new UP Omaha Metro Complex and the new CNW Midwest.

2. The Carrier will determine the number of employees to be transferred to those new rosters in accordance with Article I.

3. Fifteen (15) days after posting of the information described in B, above, the appropriate Directors of Labor Relations, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. Employees on a roster from where work is being transferred will be canvassed, in seniority order for each roster, and required to make an election as to which roster the employees wishes to be transferred or whether the employee wishes to remain on the current or the expanded roster. Positions on the new roster will be awarded on the basis of the employee's train service seniority. Failure or refusal of an employee to make an election will result in the Carrier making the assignment for the employee.
  4. At the end of the workshop, which will last no more than five (5) days, the participants will have finalized agreed-to rosters which will then be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed-to rosters, the Carriers will prepare such rosters, post them for information and protest, will use those rosters in assigning positions and will not be subject to claims or grievances as a result.
- C. Once rosters have been posted, the Carrier will bulletin all positions covered by this agreement which require rebulletining for a period of five (5) calendar days. Employees may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than 10 (ten) days after the closing of the bulletins, assignments will be made .
- D. 1. After all assignments are made, employees assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected employees may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such employees will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.
2. The Carrier may, at its option, elect to phase-in the actual implementation of this Agreement. Employees will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.
  3. All employees on any affected roster who were not in active status (disability, leave of absence, holding official or union positions, dismissed, etc.) at the time of the roster workshop will be placed on an inactive roster. If at any future date any such employee is released

to return to active service, the employee will be allowed to exercise an election as to which roster he/she wishes in line with his/her original seniority. Such election must be made at the time the employee marks up for service. Once the returning employee elects a roster placement, the junior employee occupying that designated position and all other below him/her will be repositioned to the next lower designated position on that merged roster.

- E. 1. At St. Louis, Kansas City, Chicago, Omaha and the Midwest, employees will transfer from one seniority district to another. The determination as to which employee will transfer is an individual determination based upon who was on a transferred assignment on March 1, 1996. There are two exceptions to this approach. At Chicago, the number of CNW Eastern #1 and Northeastern #2 employees working in Chicago on March 1, 1996, not the individual, is the determining factor. In the Midwest, the number of Southern #3 and Central #5 employees remaining after all other transfers is the determining factor.
- 2. As an alternative to this process (set forth in Article I and this Article V), the Organization may elect the following process which will be identified as Section B of Article V and replace the Section B set forth in the Carrier's proposal:

Alternate Article V(B):

- B. 1. Concurrent with the serving of its notice, the Carrier will post a description of the new and/or merged seniority districts. Included in the description will be the number of employees transferring to the new and/or merged seniority districts identified by the district the employees will be transferring from. For example:
  - St. Louis: To MP Merged Roster No. 1 from CNW Eastern #1 - 3.
  - To C&EI road roster from CNW Eastern #1 - 6
  - Kansas City: To MP Consolidated from CNW Southern #3 - 20
- 2. The Carrier will determine the number of employees to be transferred to those new rosters in accordance with Article I.

3. Fifteen (15) days after posting of the information described In B 1. above, the appropriate Directors of Labor Relations, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged rosters. Employees on a roster where work is being transferred will be canvassed, in seniority order to each roster, and will be required to make an election as to which new roster the employee wishes to be transferred or whether the employee wishes to remain on the current or the expanded roster. Positions on the new roster will be awarded on the basis of the employee's train service seniority. Failure or refusal of an employee to make an election will result in the Carrier making the assignment for the employee. All positions listed by the Carrier for transfer must be filled.
4. At the end of the workshop, which will last no more than five (5) consecutive days. The participants will have finalized agreed - to rosters which will then be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed - to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions and will not be subject to claims or grievances as a result.
5. This alternative must be accepted unanimously by the involved General Committees. Without unanimity, the alternative will be considered rejected.
6. The Organization must notify the Carrier within five (5) calendar days of the date of this Arbitration Award whether it accepts or rejects this alternative.
7. Nothing in this alternative affects in any way the placement of employees on the new roster (on the bottom or dovetail, as appropriate) nor does this alternative affect In any way the application of prior rights as set forth in Article I. This alternative is solely designed to address a different manner for determining which employees transfer to a new and/or merged seniority district.

\* \* \*

- F. The parties will meet for no more than ten (10) calendar days, for purposes of reviewing the operational implementation of this Award. Questions and answers pertaining thereto should be prepared by the parties covering that

implementation. Should the parties be unable to agree upon any item, that/those matter(s) is/are to be referred to party pay arbitration. Future individual claim disputes will be arbitrated in accordance with the applicable NYD/RLA provisions. This process will not delay the implementation of any parts of this award.

## **VI. Protection**

1. Employees who are adversely affected as a result of the implementation of this Agreement will be entitled to the employee protection provided for in the New York Dock Conditions. With the following addition: Employees required to relocate under this Agreement will have the option of electing the relocation benefits provided for in the New York Dock Conditions or an in lieu allowance in the amount of \$28,000.00 less applicable taxes.
2. Employees currently eligible for other protective benefits must elect between those benefits and the benefits provided by this Agreement. This election must take place within ten (10) days after the adverse affect. No benefits will be paid until the employee has made an election.
3. There will be no pyramiding of benefits.
4. Health and Welfare benefits will be provided in accordance with the provisions of the applicable collective bargaining agreement.
5. CNW employees holding seniority in train service and working as such on the date of this Arbitration Award will be entitled to the protective benefits provided for in Article XIII of the January 27, 1972 UTU National Agreement for the implementation of interdivisional service if they satisfy the qualifying requirements set forth below:
  - (a) A CNW employee holding train service seniority and working as such on the date of this Arbitration Award; and,
  - (b) Assigned to one of the new operations set forth in Article II, Section A of this Implementing Agreement on the Implementation date of the new operation. Should implementation of a new operation be phased - in, employees involved in the phase - in will also qualify.
  - (c) The provisions for establishing interdivisional service, the terms and conditions for such service and the protection afforded for the establishment of such service as provided for

in the 1972, 1985 and 1991 UTU National Agreements, shall apply to the entire CNW.

## **VII. Familiarization**

Employees will not be required to lose time or "ride the road" on their own time in order to qualify for new operations.

1. Employees will be provided with a sufficient number of familiarization trips in order to become familiar with a new territory. Issues concerning individual qualifications should be handled with local operating officers.
2. If road crew or extra board employees operating in CTC have not been in the Chicago Terminal Complex within six (6) months prior to assignment, Carrier will provide a local operating officer or pilot if requested. Issues concerning individual qualifications should be handled with local operating officers.

## **VIII. Conflict of Agreements**

Should the provisions of any UTU Collective bargaining agreement conflict with the terms and intent of this Agreement, this Agreement will apply.

The Carrier may serve the required notices at any after the date of this Arbitration Award. Dated this 27th day of February, 1996.

/s/John J. Mikrut, Jr.  
John J. Mikrut, Jr.

## **IX. Interpretation of Award**

The parties have reviewed the Arbitration Award and have agreed to interpret the Award. The interpretation has been accomplished through minor language clarifications, the addition of notes and examples and agreed upon Questions and Answers. Since the interpretation has been agreed to by all parties, they will advise the Surface Transportation Board in writing that all appeals of the February 27, 1996 Award are withdrawn including the request for a stay and the carrier is now free to continue implementation of the Award as now interpreted.

The parties agree that the Award as interpreted is without prejudice to either party and that no portion of this document, or the original award, changes, notes, examples or Questions and Answers will be cited by any party in any proceeding or negotiations not involving an interpretation of them.

For the Organization:

W.A. Henderson 6-28-96  
General Chairman UTU Date

R.D. Hogan 6-28-96  
General Chairman UTU Date

R.A. Eichmann 6-28-96  
General Chairman UTU Date

D.R. Hack 6-28-96  
General Chairman UTU Date

For the Carrier:

R.D. Meredith 6-28-96  
Assistant Vice-President Date

John H. Ross 6-28-96  
Assistant Vice President Date

W.S. Hensley 6-28-96  
General Director Date

APPROVED:

Paul C. Thompson 6-28-96  
Vice President UTU Date

M.B. Selby, Jr. 6-29-96  
Vice President UTU Date

wahutu

- 30 -

June 29, 1996

SEE TOTAL PAGE 02

## ATTACHMENT A

Actual miles (miles run on the train) will be paid on the basis of the chart set forth below. The miles listed for some locations reflect the mileage payment required under existing agreements. If a crew receives/leaves a train on main/line territory within a consolidated complex but outside a yard, the mileage paid will be based on the main line mile post nearest the train.

OMC (Council Bluffs)	- Clinton	341 miles
	- Boone	144 miles
	- Des Moines	199 miles
	- Mason City	251 miles
	- Worthington	185 miles
	- Sioux City	96 miles
	- Sergeant Bluff	88 miles
	- North Platte	282 miles *
	- Grand Island	144 miles *
	- Marysville	160 miles *
- Kansas City	204 miles	
OMC (Missouri Valley)	- Clinton	320 miles
	- Boone	124 miles
	- Des Moines	178 miles
	- Mason City	231 miles
	- Worthington	165 miles
	- Sioux City	76 miles
	- Sergeant Bluff	68 miles
	- North Platte	281 miles
	- Grand Island	145 miles
	- Marysville	180 miles
- Kansas City	224 miles	
OMC (Fremont)	- Clinton	357 miles
	- Boone	161 miles
	- Des Moines	215 miles
	- Mason City	267 miles
	- Worthington	202 miles
	- Sioux City	113 miles
	- Sergeant Bluff	105 miles
	- North Platte	244 miles
	- Grand Island	108 miles
	- Marysville	145 miles
- Kansas City	238 miles	



- \* These miles are calculated with 4 additional miles working into Council Bluffs to MP 1. We pay 4 miles less working out of Council Bluffs.

These are the current miles and they are to be changed if additions or reductions in the mileage occur.

**QUESTIONS AND ANSWERS  
CONCERNING THE  
FEBRUARY 27, 1996 ARBITRATION AWARD  
VOL. I**

**South Morrill (UTU)**

- Q1. In the application of Section E.2. of Article III, what penalty is paid if an employee is required to go more than thirty miles to get a train?  
A1. The appropriate penalty provided for in the applicable UTU collective bargaining agreement will govern.
- Q2. In the application of Section E.2. of Article III, what happens if a North Platte or Cheyenne bound employee does not get beyond South Morrill after 12 hours on duty?  
A2. Under normal circumstances, the employee will be deadheaded to the objective terminal at the completion of the 12 hours.
- Q3. Under the current UP Agreement, will application of Section E.2. affect the payment and computation of overtime?  
A3. See Article III E2(d) Example.
- Q4. Will UP and CNW employees receive familiarization trips on their new thirty miles of territory?  
A4. See Article VII.
- Q5. For employees receiving trains within a thirty-mile zone, will the mileage of the run change?  
A5. See Article III E2(d) Example.
- Q6. Will all employees performing the service provided for in Section E.2. receive the payment set forth in Section E.2.(d) regardless of their seniority date?  
A6. Yes.
- Q7. May both CNW and UP employees performing service under Section E.2. of Article III cut off power, sand, fuel and add power in connection with their own train at South Morrill?  
A7. Yes. The Award provides for one-half day's pay for Section E.2. service and includes the National Agreement incidental work listed.
- Q8. What can the CNW extra board do at South Morrill in addition to the work it now protects?  
A8. See Article III E3 NOTE.

- Q9. Does Article III E permit the use of road switchers to do the 30 mile zone work?  
A9. No-through freight crews or extra crews are covered under this section. The carrier would need to serve an interdivisional notice under the applicable national agreement provisions to run a road switcher over both seniority districts or it would have to use the "enhanced customer service provisions" of the new National/Local Agreements.

### St. Louis (UTU)

- Q1. Will the CNW employee working the Monterey Mine job on September 1, 1995, be added to the C&EI road roster at St. Louis and will that employee have prior rights to that job?  
A1. Yes. The prior rights will apply so long as the job is not abolished or consolidated with other C&EI assignments.
- Q2. What happens if the Monterey Mine job is not a regularly assigned job?  
A2. The incumbent can exercise seniority to one of CNW prior rights turns in the St. Louis to Chicago/South Pekin pool or exercise either MP or C&EI seniority.
- Q3. What will determine whether the Monterey Mine job is "newly established assignment" or has been consolidated with other C&EI assignments?  
A3. The assignment will be considered to have been consolidated with other C&EI assignments if it does any work beyond the work performed before the merger. Any assignments performing service to the Monterey Mine in addition to the one prior rights assignment will be considered a newly established assignment to which prior rights do not apply.
- Q4. Will the overflow business (extra trains that were not handled by regularly assigned crews) that formerly went from South Pekin to Madison continue to be handled by CNW South Pekin crews?  
A4. No. Business between St. Louis and South Pekin will be handled by the C&EI St. Louis to Chicago /South Pekin pool or extra board.
- Q5. Will employees in the St. Louis- South Pekin pool be allowed to operate trains from South Pekin to Chicago?  
A5. No. Section A5 (d) and (e) of Article II provides for the following new operations involving South Pekin: South Pekin (home terminal) to Clinton and Chicago (CTC)(home terminal) to Clinton/South Pekin.
- Q6. What prior rights will former CNW employees have on MP Merged Roster No. 1?  
A6. They will have prior rights to whatever the "snapshot" equity produces in yard jobs, which may be less than one job for an entire year.

### Kansas City (UTU)

- Q1. What prior rights will former CNW employees have on MP Consolidated Roster?
- A1. They will have prior rights to the following: whatever the "snapshot" equity produces in yard jobs which may be less than one job for an entire year; the Trenton Local and a maximum number of turns in the Kansas City to Des Moines/OMC pool based on the March 1, 1996 "snapshot." The CNW prior rights pool turns will never exceed that number and will be reduced by both attrition and by business downturns. With business downturns, the CNW prior rights pool turns will not exceed the percentage of CNW prior rights pool turns on Implementation Day. Eventually, there will be no CNW prior rights turns in the pool.
- Q2. Will the existing Falls City Interdivisional Agreement apply to the terms and conditions of the Kansas City to Des Moines/OMC pool or will the terms and conditions of Section B of Article II apply?
- A2. See Article II B8 NOTE 3.
- Q3. What Consolidated Roster extra boards at Kansas City will protect what work?
- A3. XS01 will protect the work in the consolidated terminal. XB12 will protect all work currently protected plus the Kansas City to Des Moines/OMC pool and the Trenton Local.
- Q4. How will the Kansas City to Des Moines/OMC pool be regulated?
- A4. In accordance with the existing Falls City ID Agreement.
- Q5. Can CNW Des Moines extra board crews be used to dogcatch MP Kansas City-Des Moines crews heading towards Des Moines?
- Q5. Yes. However, if MP away from home pool crews are used, the payment provisions of the current ID agreement apply.

### Omaha Metro Complex (UTU)

- Q1. Can Article II Section E1(b) be used to have UTU UPED Roster employees at the OMC dogcatch northbound MP trains?
- A1. If the train is within the OMC (UP Mile Post 473.1 - south), UP employees may perform the service. If the train is outside the OMC, the applicable UTU MP Agreement will apply. The current MP ID agreement covering trains from Kansas City does not permit multiple dogcatches when away from home terminal crews are used.
- Q2. In Section D.2. of Article III, what does the phrase "perform any work" mean?
- A2. There are no seniority limitations on either UP, former CNW or MP employees on performing work within the OMC. Applicable UTU agreements govern the nature of the work which may be performed.

- Q3. What terms and conditions will apply to the operations cast out of the OMC?  
 Q3. See Article II B8 Note 3 (Hours of Service Relief)
- Q4. On Implementation Day, what prior rights will former CNW employees have who transfer to UP/UTU Merged Roster #1?  
 A4. Former CNW employees will have the following primary prior rights: Central #5 - the OMC to Sioux City pool; Western #6 - to former Western #6 assignments in the OMC and at Dakota City; and Southern #3 - to former Southern #3 assignments in the OMC. Former CNW employees will have the following secondary prior rights: to all other transferred CNW work to which they do not have primary prior rights. Prior rights will not be applicable to assignments on nor operation of the UP extra board(s) at the OMC. Should prior rights CNW assignments be abolished or consolidated, prior rights will not apply.
- Q5. Will the territory OMC to Worthington be governed by the CNW or the UP collective bargaining agreement?  
 A5. On Implementation Day, the UP collective bargaining agreement and the Implementing Agreement Award will govern operations on the territory OMC - Sioux City. Operations on the territory OMC - Worthington will be governed by Article I D2(b) NOTE 1.
- Q6. Will former CNW Central #5 employees transferring to UP/UTU Merged Roster #1 protect yard and road switcher assignments at Worthington?  
 A6. No.. This work will remain part of CNW Central #5.

### Chicago Terminal Complex(UTU)

- Q1. How many freight extra boards will there be for the CTC?  
 A1. There will three freight extra boards and they will protect the following: Proviso - Elk Grove, Proviso, West Chicago, Global II; Global I - Waukegan, North Avenue, Pilot Sub., California Ave., Irondale, Global I; Yard Center - Chicago Heights, Yard Center. Proviso and Global I will be CNW and Yard Center will be C&EI. Yard Center as C&EI is subject to Q and A #2.
- Q2. What process will be used to eliminate the C&EI presence in the CTC?  
 A2. The C&EI presence in the CTC will be eliminated by attrition.
- Q3. How is attrition defined?  
 A3. Attrition is defined as follows: Extra board - when 51% or more of the assignments are manned by CNW employees. Regular assignments -As long as no current C&EI employee holds a regular assignment it shall be attrited. If a C&EI employee later holds that assignment it shall be under the C&EI provisions.

- Q4. What agreements will apply for operations in the CTC?  
A4. Current C&EI and all CNW employees working assignments at Yard Center or CHTT will work under the C&EI agreement, subject to the attrition process set forth in Question and Answer Nos. 2 and 3. Current C&EI employees and CNW employees, when working all other assignments in the CTC, will work under the CNW agreement.
- Q5. May employees from one CTC extra board be used on another extra board(s) that is /are exhausted?  
A5. Yes. He may either report to his regular reporting point and be transported to the assignment or he may elect to drive his own automobile and be paid at the current auto mileage rate. FRA regulations/interpretations will govern reporting points.
- Q6. Will the new CTC seniority roster set forth in Article I C3(b) be established?  
A6. Yes.
- Q7. Will employees in the current South Pekin pool be allowed to operate trains from South Pekin (home terminal) to Chicago?  
A7. No. Section A5(d) and (e) of Article II provides for the following new operations involving South Pekin: South Pekin (home terminal) to Clinton and Chicago (CTC) (home terminal) to Clinton/SouthPekin.
- Q8. Will C&EI trainmen and yardmen continue to have all rights as provided in the 2/20/80 Road/Yard Seniority Agreement?  
A8. Yes.
- Q9. Will temporary abolishments such as holiday or a scheduled plant shutdown constitute an abolishment of a prior rights assignment under Article I C3(b)?  
A9. No.

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- Q1.** What is to be done with Clinton - Boone regular assigned crews if implementation occurs prior to implementation of the Clinton - OMC Pool?
- A1.** They will be allowed to exercise their seniority to the new service.
- Q2.** Will Worthington, MN remain a CNW terminal?
- A2.** Yes. See Article I(D)(2)(b) Note 1.
- Q3.** Will equalization with UP ED #1 be required for road-switchers operating both ways out of Worthington, MN?
- A3.** Yes, after OMC - Worthington is placed under UP ED.
- Q4.** Where do former CNW Employees go if they are unable to hold any assignments at Kansas City?
- A4.** They must protect any former CNW assignment (example: Trenton) and then exhaust their seniority in all other crafts.
- Q5.** Will the Carrier furnish monthly mileage figures to General Chairmen and involved Local Chairmen of miles operated by former Southern Seniority District employees on the former Central Seniority District and Central Seniority District employees on former Southern Seniority District Trackage?
- A5.** The Local Chairmen will have that responsibility as described in I(E)(3)(d). The parties agree to meet six months after the implementation of the Interpreted Award to review the operation within this newly established Seniority district during that period of time. A procedure for gathering data will be agreed upon which will allow the Local Chairmen involved sufficient information without requiring an inordinate amount of time or difficulty on the part of the Carrier.
- Q6.** Under Article I.E.2(b), who will be included in the group of Central #5 Seniority District Employees to be placed on the new Midwest Seniority Roster?
- A6.** Those employees currently working in the Central #5 Seniority District (less those employees transferred into the OMC) will be included on the newly created Midwest Seniority District Roster with the Southern #3 employees as described in I.E.2(a).

**QUESTIONS AND ANSWERS  
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**DUAL DESTINATION AWAY FROM HOME TERMINALS**

**Q1: What conditions, if any, apply to repositioning crews from one away from home terminal to another in the double destination pools of Kansas City-OMC/Des Moines, St. Louis-CTC/South Pekin and Chicago-Clinton/South Pekin?**

**A1: The following conditions apply:**

**(a) Crews may only be deadheaded prior to tie-up after the initial trip.**

**Example:** A crew runs from Kansas City to the OMC. If the crew is tied up at the OMC it cannot later be deadheaded to Des Moines except in emergency situations such as a flood or major derailment. It can be deadheaded from the OMC to Des Moines for tie-up at Des Moines from its original trip from Kansas City.

**(b) Crews will not be deadheaded by train between one away from home terminal to another away from home terminal. Other forms of transportation will be used.**

**(c) Employees hired prior to the implementation of the Award will be paid highway miles for the deadhead portion of the trip and employees hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.**

**(d) Once deadheaded between two away from home terminals an employee will not be deadheaded back except in an emergency situation such as a flood or major derailment.**

**(e) It is not the intent of the Award to "double deadhead" employees. If double deadheaded then the employee will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an employee is deadheaded at the end of his service trip to the other away from home terminal and then deadheaded back to the home terminal. The current MP Falls City ID agreement will be referred to for the provisions that govern the calling of the first out MP employee if he/she has already been deadheaded separate and apart (terminal to terminal) twice in the pay half.**

**(f) The deadhead from one away from home terminal to the other away from home terminal is not one of the separate and apart deadheads that trigger additional payments (MP only) because it is after a service trip and not back to the home terminal.**



(g) Crews arriving at the first away from home terminal by train will remain on terminal time (if applicable) until they are in the van to transport them to the other terminal.

(h) An MP extra board employee who works pool vacancies in the Kansas City-OMC/Des Moines pool will be covered under the ID provisions for deadheads in the pool the same as a regularly assigned pool employee. Only pool deadheads apply towards the three or more deadheads, not other extra board deadheads.

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- Q1.** Will the Trenton Local work under the Missouri Pacific Upper Lines agreement provisions?
- A1.** Yes, see Article I B 2 (b).
- Q2.** Will there be a place on the UPED Roster #1 for the total number of CNW Central #5 employees who work between the OMC and Worthington when the OMC-Sioux City operation is implemented or just the number of employees who start the OMC-Sioux City operation?
- A2.** Spots will be made available for the full number of employees (who would be affected when OMC-Worthington is implemented) when the OMC-Sioux City operation is implemented. Those who remain in the Sioux City area will have their UPED roster spot notated to show that they are remaining in the Sioux City area on the CNW Central #5 roster until the OMC-Worthington ID service is implemented.
- Q3.** What, if any, restrictions are placed on the seniority of those who live in the Sioux City area and who remain in transition in the Sioux City area?
- A3.** The employees will not be permitted to exercise their UPED #1 seniority until after the OMC-Worthington ID service is implemented. At the same time the Carrier cannot force the employees to other locations on CNW Central #5 that do not operate over at least part of the territory between Sioux City-Worthington.
- Q4.** Can the Sioux City employee described in Q3 be forced to the Road Switcher at Worthington or to assignments that run between St. James and Sioux City?
- A4.** Yes, in accordance with CNW rules because both those assignments work over territory between Sioux City-Worthington, however they could not be forced North of St. James during the transition period.
- Q5.** When the OMC-Sioux City operation is implemented will both Central #5 and Southern #3 employees share in the equity of the OMC-Sioux City pool under the UPED #1 seniority roster?
- A5.** Yes, they will share in the equity in the same percentage as they currently do.
- Q6.** Article I F 1 (e) refers to the elimination of CNW Southern #3 and the expansion of UPED District #1 seniority rosters. Does this also eliminate previous seniority rights?
- A6.** No. CNW Southern #3 becomes the basis for the new Midwest Roster A. CNW Southern #3 employees who remain on the roster after transfers to other rosters do so in the same order as they currently stand. UPED District #1 retains the same seniority order and is expanded and renamed UPED Merged Roster #1.

- Q7.** Under Article II A 2 and A 5 (b) can employees be tied up at other than their home terminal after their second trip?
- A7.** No. While they may take a train to other than their home terminal from the first away from home terminal they can only be tied up at their home terminal.
- Q8.** Are the current MP KC-Omaha ID Agreement provisions covering held away time, runarounds and Article XIII protection modified by this award with the start up of the KC-OMC/Des Moines operation?
- A8.** No. They will apply to the new operation.
- Q9.** Is the intent of Article II B 8 Note 3 to have the North Platte District 2 and 3 extra boards perform hours of service relief on each others seniority district?
- A9.** No.
- Q10.** The language in Article II C. appears to conflict with Article XI Enhanced Customer Service in the 1996 National Agreement. Which provisions will govern?
- A10.** Article XI of the 1996 National Agreement will govern.
- Q11.** In Article V B 3 and alternate B 3 how will employees be forced if they make no election?
- A11.** The Carrier shall place all non-placed employees starting with the most senior employee.
- Q12.** Under Article VI Protection what responsibility will the Carrier have to monitor the bidding and bumping of employees?
- A12.** The Carrier will keep track of the chain of bids, bumps and displacements and will provide necessary records to local chairmen and will review with them the Carrier's position with regards to qualification for NYDock and Article XIII protection.
- Q13.** Will local Chairman have any involvement with the familiarization process in Article VII 1?
- A13.** Yes, Local Chairman will be encouraged to work with the local operating officers in this process.
- Q14.** Is the original Arbitration Award still in existence?
- A14.** The interpreted Award is an agreed-upon interpretation of the original award and neither party may reference the original Award.

**QUESTIONS AND ANSWERS  
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- Q1.** How will Carrier verify the number of CNW employees on assignments, March 1, 1996, that will be placed on the bottom of the Missouri Pacific (MP) St. Louis Yard Roster No. 1?
- A1.** The Carrier will provide a "snapshot" of all positions and incumbents on CNW positions working into and at St. Louis as of that date. This list will include layoffs, rest days, etc.
- Q2.** Will only CNW employees assigned to CNW yard assignments at Madison, Illinois, and those CNW employees assigned to the Monterey Mine assignment and the employees assigned to work South Pekin, Illinois to Madison, Illinois (in through freight service only, excluding extra board employees) be placed on the bottom of the MP St. Louis Yard Roster No. 1?
- A2.** Only the number of CNW employees as determined in Q&A #1 above will be allowed to place on the bottom of the MP St. Louis Yard Roster No. 1.
- Q3.** Do CNW employees placed on bottom of St. Louis MP Yard Roster No. 1 acquire seniority rights on entire Missouri Pacific Upper Lines (MPUL)?
- A3.** CNW employees described above acquire all rights associated with St. Louis MP Yard Roster No. 1 and the C&EI road roster at St. Louis.
- Q4.** How will Carrier verify the number of CNW employees on assignments, March 1, 1996, that will be placed on the bottom of MP Consolidated Roster at Kansas City?
- A4.** The Carrier will provide a "snapshot" of all positions and incumbents on CNW positions working into and at Kansas City (including Trenton) as of that date. This list will include layoffs, rest days, etc.
- Q5.** Will only CNW employees assigned to yard assignments at Kansas City and those CNW employees assigned to road service work between Kansas City and Des Moines, Iowa (currently headquartered at Kansas City) and CNW employees on the CNW extra board at Kansas City be placed on the bottom of the MP Consolidated Roster at Kansas City?
- A5.** Only the number of CNW employees as determined in Q&A #4 above will be allowed to place on the bottom of the MP Consolidated Roster.
- Q6.** Do CNW employees placed on the bottom of MP Consolidated Roster at Kansas City acquire seniority rights on entire MPUL?
- A6.** CNW employees described in Q5 acquire all rights associated with the MP Consolidated Roster at Kansas City.

- Q7.** Will former CNW employees acquiring seniority on the MPUL at St. Louis and Kansas City be required to become members of the Missouri Pacific Employees Health Association?
- A7.** The applicable MP/UP collective bargaining agreement(s) will apply.

**QUESTIONS AND ANSWERS  
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Q1: Are yard jobs in the Kansas City terminal which were designated as Union Pacific jobs under the provisions of the UP/MOP merger award affected by Article I, Section B1(b)?

A1: No.

Q2: Was it the intent of Article I, Section F1(c) of the Award to include items such as personal leave days?

A2: Yes.

Q3: Under Article I, Section F1(h), will employee protection payments be offset by productivity fund payments under Crew Consist?

A3: Yes. However, since the CNW equivalent is paid on a daily basis the parties will meet to establish a simplified method for making the offset.

Q4: Under Article I, Section F2, will all CNW employees who are transferred to the UP be considered certified for the purpose of New York Dock protection?

A4: No, unless able to hold a position within 30 miles.

Q5: Per Article II, Section A1, is our understanding correct that North Platte will continue to remain the home terminal for Second District employees operating North Platte to Omaha Metro Complex?

A5: Yes.

Q6: For equity purposes under Article II, Section A1, how are the miles run in the Omaha Metro Complex distributed in order to determine the basis of the ratio of miles that the First and Second Seniority Districts, respectively, bear to the total miles of the run between OMC and North Platte?

A6: The parties will review this issue if and when the runs are changed.

Q7: Article II, Section B1 states that miles paid shall be actual miles run and will be calculated in accordance with Attachment A. Miles listed in Attachment A include runs with miles less than a basic day. Is this an attempt to pay less than a basic day for a tour of duty?

A7: No.

Q8: Under Article II, Section B4, is the Carrier required to designate a reporting point(s) for employees within the Omaha Metro Complex from which transportation "to" and "from" trains and lodging will be provided?

A8: Yes.

Q9: It is our understanding that Article II, Section B8 refers to the application of Item 41(x) of the UP Road Schedule.

A9: The UPED blue print board provisions are retained.

Q10: Article II, Section B, Note 1 states "Item b 7, above, will not apply to the OMC-North Platte nor the North Platte-OMC operation. The traditional HAHT for that operation will continue to apply." Will this also apply to the OMC-Marysville operation?

A10: Yes.

Q11: The interdivisional service between Council Bluffs (Omaha) and North Platte is a double-headed pool (home terminal at both ends). Under Article II, Section E1, can the away-from-home terminal crew be used ahead of the extra board or the home district crew for turnaround/Hours of Service relief?

A11: No.

Q12: Article II, Section E1 outlines turnaround service/hours of service relief and Article II, Section B, Note 3 states that existing UP and MOP interdivisional service agreements are not impacted by this agreement. Part VII of the existing interdivisional service agreement provides how hours of service relief will be performed in interdivisional service. As the UP interdivisional service agreements are not impacted by this Award, is Part VII of that agreement the controlling agreement for hours of service relief?

A12: Yes, unless otherwise specifically provided in this award.

Q13: In Article II, Section F2, does the phrase "any other type of service" combine work train and revenue service?

A13: Current work train rules apply.

Q14: Under Article III, Section D1, would work performed by a conductor-only crew outside the Council Bluffs switching limits (Mile Post 7.4) but within the Omaha Metro Complex (Mile Post 44.75) at Fremont be considered as work events performed enroute as they are presently?

A14: Yes.

Q15: Under Article III, Sections D2 and D4, can a MOP crew from the south bring their train to Mile Post 35 at Fremont, then return by automobile to Mile Post 14 and switch Kellogg Cereal Industries if they are still within Hours of Service?

A15: No. However, if their train was destined to Kellogg's it could perform service at that plant.

Q16: Does Article III, Section E2(c) change the provisions of the Modified Crew Consist Agreement as it pertains to the type of work and number of work events that a conductor-only crew can perform?

A16: No.

Q17: Does Article IV, Section A4 eliminate the present yard extra boards in the Omaha Metro Complex?

A17: No, this article refers to the conductor/brakeman combination board and does not change the yard board.

Q18: Does the reference to UP/UTU Roster #1 in Article I, Section D3(a)(2) include all employees holding Zone 100 seniority?

A18: Yes, since all employees holding Zone 100 seniority are on roster #1 on the UPED.