

**Section C Separation of Road and Yard**  
(Modified by Side Letter #2 below)

**Side Letter #2**

Houston Hub Agreement June 11, 1997

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date, and specifically regarding the one former SP yard assignment at Galveston.

It was agreed that former SP trainmen occupying the one former SP Galveston yard assignment will have prior rights to that assignment as long as such assignment remains in effect, and so long as they are able in the normal course of seniority to hold such assignment.

If and when such trainmen vacate said assignment either through a voluntary exercise of seniority or through attrition such prior rights will cease to exist.

If the foregoing adequately and accurately describes our agreement in this regard, please do indicate by signing in the space provided for that purpose below.

/s/ L. W. Parsons, Sr., UTU  
/s/ R. J. Rossi, UTU  
/s/ C. L. Crawford, UTU

/s/ M. A. Hartman  
General Director- Labor Relations

**Special Agreement #13**  
**Englewood Yard (Houston)**

**Article I. Handling of Switchmen**

**A. Regular Switchmen**

- (1) The regular switchmen's board for Englewood Yard will be marked up at 2:00 AM daily.
- (2) Switchmen wishing to move from one job to another will make request before 12:30 AM for a specific job or jobs by job number in the order of preference and will be marked up in accordance with their seniority, in the following manner.
  - (a) Where seniority will permit the switchman making request to move to be marked up on the first choice job requested, he will not be notified and will be expected to show up for that job.
  - (b) If the switchman making request to move cannot hold the first choice job requested and is marked up on another job requested with the same starting time and on duty location, he will not be notified and will be expected to show up for that job.
  - (c) If the switchman making request to move cannot hold the first choice job requested or another job requested with the same starting time and on duty location, and is marked up on another job requested with a different starting time and/or on duty location, he will be notified, provided he has a telephone and the number is on file with the caller.
  - (d) If the switchman making request to move cannot hold any job requested and is left on the job held, he will be notified provided he has telephone and the number is on file with the caller.



**Note:** Any request to move that is not made for a specific job or jobs by job number in order of preference will be considered an improper request and will not be recognized.

- (3) Switchmen moved to a different starting time or on duty location of job will be notified.
- (4) Under circumstances where a regular switchman is moved to a job, either by choice or in placing of regular man under the five (5) day agreement, where it is not possible to permit the regular man to work the job marked up on because of having worked overtime on a previous shift and not having required time off duty to comply with Hours of Service Act, such regular man will be placed on the first vacancy that he can work and comply with Hours of Service Act.

**Example (a)** Regular switchman works on third shift assignment and has been marked up to work on second shift assignment the following day, but because of working overtime on third shift assignment he would not have required time off to work on second shift assignment. Under these circumstances, the regular switchman will be marked up on first vacancy on third shift assignment and an extra man will be called to fill vacancy thus created on second shift assignment.

- (b) Regular switchman works on second shift assignment and has been marked up to work on first shift assignment following day; but because of working overtime on second shift assignment, he would not have required time off duty to work on first shift assignment. Under these circumstances, the regular switchman will be marked up on first vacancy on second shift assignment and an extra man will be called to fill vacancy thus created on first shift assignment.

Under the examples, if there is no vacancy on third shift of example (a) or second shift or example (b) on which the regular man can work, he will then be permitted to work as provided in Section (H) of the Five Day Work Week Implementing Agreement on his days off if necessary to make up any time lost.

- (5) Switchmen reporting for duty will report not later than three (3) hours before starting time of the job on which marked up. Switchmen laying off will lay off not later than three (3) hours before time of the job on which marked up, except in cases of emergency such as sickness.
- (6) Switchmen reporting for duty after creating a permanent vacancy (more than fifteen (15) consecutive calendar days) or who return from vacation will report prior to 1:30 AM preceding the starting time of the job on which they wish to report.

#### **B. Extra Switchmen**

As per IGN Agreement. Also see Houston Hub, Article V, Page 175.

#### **C. General**

- (1) A regular switchman at Englewood Yard who starts his vacation will be marked off "On Vacation" and will not hold his regular position on the board, and his vacancy on each of his scheduled working days during the vacation period will be considered to be the vacancy left unfilled after all regular switchmen scheduled to work that day have placed themselves and such vacancy left unfilled account of a regular switchman on vacation will be filled on the days of his work week from the extra board in turn.
- (2) Vacation will not constitute a permanent vacancy in application of this agreement.



- (3) It is understood that in the event the members of a yard crew consist entirely of extra switchmen, with no qualified engine foreman among them, the Carrier may fill the foreman position with a qualified foreman who is marked up to perform service on that same shift. The Carrier will not be subject to penalty claims because of doing so.

#### **Article II. Car Retarder Operator**

(Labor Relations Officer Terry Olin's and General Chairman Robert Rossi's Special Agreement excludes the importing of this article.)

#### **Article III. Crest Yard Engine Assignments, Englewood Yard**

*(All references to Houston Terminal below refers to Englewood Yard)*

When Crest Yard engine assignments are designated by the Superintendent as "air pay" assignments, the following provisions of this agreement will be applicable to them in lieu of the provisions of any agreement with which they conflict:

- (1) Positions of Crest engine foremen and crest helpers used in Zone 5 will be included within the seniority rights of switchmen of the Houston Terminal, and the seniority dates of crews engine foremen and crest helpers will be the same as their seniority dates as switchmen.
- (2) Positions of Crest engine foremen and crest helpers will be subject to the daily mark-up system now in effect in the Houston Terminal, except that before any switchman exercises his seniority on a crest engine foreman's position, he must have demonstrated to the satisfaction of the officer in charge that he is sufficiently familiar with the operation to be eligible for service as a Crest engine foreman. Eligibility for service will be determined fairly and impartially. If decision of the officer in charge is questioned, the case may be appealed to the Superintendent, who will make the final determination of whether or not an applicant is properly qualified as Crest engine foreman. Applicants will qualify on their own time and will be permitted to do so at any reasonable time.
- (3) Through June 1, 1969, disqualification of switchmen who have previously qualified for service as Crest engine foreman will be made by the Superintendent. After June 1, 1969, such disqualification will be made as provided for in the Disqualification of Foreman Rule of the Schedule Agreement.

On or about June 1, 1969, a supplemental seniority list will be issued and the letters CEF will be shown opposite the names of switchmen who are qualified for service as Crest engine foremen. Switchmen who qualify for service as Crest engine foreman after June 1, 1969 will be designated on the annual seniority list.

- (4) Vacancies as Crest engine foreman on Crest yard engine assignments will be filled in the following order:
  - (a) Use a helper on the crew where the vacancy occurs who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise, the junior qualified helper will be used.
  - (b) Use a helper from another Crest yard engine assignment on the same shift who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise, the junior qualified helper will be used. Overtime will be allowed for time worked outside of regular hours of assignment.



- (c) Use the first out, available switchman on the extra board who is qualified for service as Crest engine foreman, and if other extra switchmen are run around, the Carrier will not be penalized. If such an extra switchman is held and used behind his turn, he will be paid any difference in earnings lost for the next rotation of the extra board.
- (d) Use a helper from another crew having the same starting time who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise, the junior qualified helper will be used.
- (e) Use a helper from another crew on the same shift who is qualified for service as Crest engine foreman. If both helpers of the crew are qualified, the senior helper will have the option of accepting the vacancy; otherwise the junior qualified helper will be used. Overtime will be allowed for time worked outside of regular hours of assignment.

**Note:** The Use of Switchmen on Other Than Their Regular Assignment Rule of the Schedule Agreement will not be applicable to a regular switchman who is taken from his regular assignment to fill a vacancy as Crest engine foreman on a Crest yard engine assignment.

- (5) (Labor Relations Officer Terry Olin's and General Chairman Robert Rossi's Special Agreement excludes the importing of this Item (5).)
- (6) The Air Hose Coupling Rule of the Schedule Agreement will apply to switchmen on Crest yard engine assignments, except that they may bleed cars at the Crest that were not sufficiently bled off or that were overlooked by carmen, and this regardless of whether or not carmen are on duty, on hand and available.
- (7) Crest engine foremen on Crest yard engine assignments will use any electronic or non-electronic switching machine, fixed signals, two-way speaker system and radios in connection with the operation of the Crest engine and will receive the car retarder operator's rate. The foreman's work will be confined to the operation of his own crews. In the event a scale retarder system is added to the present Crest operation, he will operate the scale retarder controls.
- (8) As long as there is a Crest engine foreman on duty and under pay, officers, yardmasters, and others properly authorized by the Carrier may operate Crest equipment for training and testing procedures.
- (9) Crest yard engine assignments will go on and off duty in the vicinity of the Crest locker room and adequate facilities will be provided and maintained for the use of crews going on and off duty at that point.
- (10) Reasonable safety rules will be published and enforced governing the operation of the gravity yard.
- (11) When Crest yard engine assignments are not designated by the superintendent as "air pay" assignments, the following provisions will be applicable to them:
  - (a) Items (1), (4), (7), (8), (9), and (10) only of this Article III will continue to apply to them.
  - (b) All applicable rules of the schedule agreement.



- (c) The position of Crest engine foreman on Crest yard engine assignments will be filled by any qualified switchman who in the past has been worked as foreman on such assignments, subject to the daily mark up system now in effect in the Houston Terminal. Vacancies as foreman on such assignments will be filled in accordance with Item (4) of this Article III.

**Article IV. Engines or Machines Working Within Confined Areas**

(Labor Relations Officer Terry Olin's and General Chairman Robert Rossi's Special Agreement excludes the importing of this article.

**Article V. Pilots**

As per IGN Agreement.

**Article VI. Filling positions and vacancies on crew of extra yard engine assignments**

All other provisions of Yard work will be governed by the IGN Yard Agreement. Movement between Road and Yard will be governed by the IGN Yard Agreement.

**Article VII. Switching Limits**

- (1) The yard limit board east of Houston on the Beaumont Subdivision was moved from Mile Post 355.33 to Mile Post 354.59, effective 2:00 p.m., January 18, 1954, with the understanding that the four(4) mile limit contained in Article 10 (c) of the 1972 National Agreement covering Switching Limits remained at Mile Post 355.33.
- (2) The yard limit board west of Houston on the Bellaire Subdivision was moved from three poles east of Mile Post 7.00 to Mile Post 9.00, effective 12:01 a.m., September 16, 1952, with the understanding that the four (4) mile limit contained in Article 10 (c) of the 1972 National Agreement covering Switching Limits remained at three poles east of Mile Post 7.00.

**Special Agreement #16 – Lake Charles**

**Article I. Handling of Switchmen**

**A. Regular Switchmen**

- (1) The regular switchmen's board will be marked up at 5:00 AM daily.
- (2) A regular switchman may exercise his seniority to change from one (1) yard engine assignment to another under one of or a combination of the following conditions only:
  - (a) After having been marked up on a regular yard engine assignment for not less than ten (10) consecutive calendar days.
  - (b) Upon return to service after having created a permanent vacancy of more than twenty (20) consecutive calendar days.
  - (c) When a permanent vacancy of more than twenty (20) consecutive calendar days occurs.
  - (d) When a new vacancy occurs, such as re-establishment of a yard engine assignment.
  - (e) When displaced as the result of a regular switchman changing from one (1) yard engine assignment to another.

UNION PACIFIC RAILROAD COMPANY

1418 DODGE STREET  
OMAHA, NEBRASKA 68179



August 4, 2003

Carrier File Nos.: Various

UTU Docket: 1075

Mr. L.R. Bumpers  
General Chairperson  
United Transportation Union  
400 Randal Way, Suite 102  
Spring, TX 77388

Re: Englewood Yard Daily Mark Up Claims

Dear Sir:

This is in reference to our recent meeting and earlier conversations in connection with the above UTU docket concerning the proper marking of the daily preference board (DP01) at Englewood Yard (LS372). As you are aware this issue has been problematic for some time and earlier attempts to fashion a settlement with your predecessor were never finalized.

As we have previously discussed, requirements found in Special Agreement #13 to mark this particular board by 2:00 AM appear to be in dispute considering current CMS systems, capabilities and processes. That said, rather than continuing the time-consuming process of handling of penalty time claims the parties concur that their efforts are better applied at jointly working to resolve the underlying issue fairly and amicably.

Therefore, to resolve the issue at hand the Carrier proposes the parties agree to the following interim understanding.

- 1) Article I, Section A, Paragraph (1) of Special Agreement #13 will be modified to provide for a 3:00 am board mark time on DP01 at Englewood. Article I, Section A, Paragraph (2) will be modified to require switchmen who desire to move from one job to another to make such request no later than 12:00 am. The intent of these two modifications is to increase the "cut-off to mark-up" window from one-and-a-half (1½) to three (3) hours. The above modifications will be effective on the date of this letter of understanding.
- 2) To expedite the handling of the backlog of claims previously submitted on this issue the parties have agreed to settle all claims of record for ninety (90) minutes at the yard foreman rate of pay (\$30.55).

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- 3) It is understood that the modifications provided in Paragraph 1 are of an interim nature until the implementation of the Carrier's CMTS (Crew Management Timekeeping System) in the Houston Hub area (currently forecasted for July 2004). However, prior to CMTS implementation the parties agree to meet and discuss the System's capabilities against the current requirements under Special Agreement #13 to ensure that the board marking procedures will conform to those requirements.

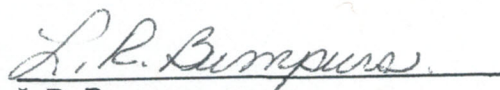
If the above meets with your approval please indicate your concurrence where provided below and forward to Vice President Hakey for his signature.

Yours truly,



Alan L. Weed  
Director Labor Relations  
Contract Administration

I concur,



L.R. Bumpers  
General Chairman, UTU

Approved,



D.L. Hakey  
International Vice President, UTU