

# UNION PACIFIC RAILROAD COMPANY

S. F. Boone  
Director – Labor Relations



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Spring, Texas 77373  
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BUILDING AMERICA

March 15, 2010

File: 1940.36

Mr. T. L. Johnson  
General Chairman  
United Transportation Union  
4411 Old Bullard Road, Ste. 600  
Tyler, Texas 75703

Dear Sir:

This will confirm our discussion concerning Side Letter No. 2 of the Auxiliary Work and Training Status (AWTS) Agreement currently in effect in the **Dallas-Fort Worth, San Antonio, Longview Hubs**. As we discussed, the current AWTS Agreement permits senior train or yard service trainmen who could otherwise hold a full-time assignment to “volunteer” to go to an AWTS Board at their location.<sup>1</sup> While this practice worked well for all parties during the economic downturn from peak business levels, it is negatively impacting Union Pacific, AWTS and furloughed trainmen now that recalls have begun.

Recognizing the mutual benefit of maintaining a stable, qualified and immediate manpower reserve and attempting to minimize unintended recall consequences, **IT IS AGREED:**

Eligibility for voluntary placement to AWTS boards will be restricted to trainmen who are unable through the normal exercise of seniority to hold a train or yard service position on their seniority district (zone) and are thus subject to furlough. At locations where senior trainmen are currently on the AWTS Board and can hold a full-time position<sup>2</sup>, CMS will work to notify those trainmen of their options under this agreement, i.e. return to full time work or accept furlough status, by April 5, 2010.

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<sup>1</sup> The use of the term “trainmen” in this Agreement is meant to be inclusive of the various position assignments within the craft of train service represented by the Organization.

<sup>2</sup> The term “full-time position” as used in this Agreement includes the extra board.

AWTS Boards, where maintained, will be the first source of supply to recall trainmen in seniority order to fill full-time positions prior to recalling furloughed trainmen who have not opted for AWTS placement. Trainmen opting for placement on AWTS Boards are expected to fully avail themselves of all temporary work and training opportunities that may be assigned each calendar month. The senior employee(s) assigned to the AWTS Board must accept recall to a full-time position when so notified by CMS. Failure to accept recall to a full-time position from the AWTS Board within forty-eight (48) hours from first attempted notification (via phone call) will result in the employee's removal from the Board and his or her placement in furlough status. CMS will make a reasonable number of notification attempts (via phone calls) to recall trainmen from the AWTS Board, but in no case will less than four (4) attempts be made. An employee removed from the AWTS Board because he or she failed to respond to a full-time position and is returned to furlough status will not be eligible for subsequent placement on the AWTS Board for a period of one hundred and eighty (180) days and may not bid on a full-time position for a period of sixty (60) days from the date notified of the full-time work opportunity. This will not preclude the Carrier from recalling an employee removed from the AWTS Board to a full-time position consistent with controlling agreement provisions.

When a trainman assigned to the AWTS Board is recalled to a full-time position, eligible furloughed trainmen may, through a standing request, bid on the open AWTS vacancy if the Board (cap) has not been reduced, provided that junior trainmen are not working full-time positions. Furloughed trainmen may also place a standing request with CMS requesting placement on the AWTS Board if it is increased and provided junior trainmen are not working full-time positions. Furloughed trainmen who have opted for or bid on the AWTS Board must remain thereon for a period of one hundred and eighty (180) days, seniority permitting, understanding they will be the primary source of supply for full time positions and vacancies. Trainmen assigned to the AWTS Board who fail to be available for all scheduled work or training on more than two (2) designated days within a rolling one-hundred twenty (120) day period will be placed in furlough status and will not be eligible for subsequent placement on the AWTS Board for a period of one hundred and eighty (180) days and may not bid on a full-time position for a period of sixty (60) days. This will not preclude the Carrier from recalling an employee removed from the AWTS Board to a full-time position consistent with controlling agreement provisions.

Upon implementation of this agreement, senior trainmen who have previously rejected placement on an AWTS Board and opted for furlough status under previous agreement provisions and practices will be offered an opportunity to elect from one of the following four (4) options:

- 1) Displace a junior trainman on the AWTS Board providing junior trainmen are not working full-time positions.
- 2) Displace a junior trainman working a full-time position.

- 3) Remain in furlough status, subject to recall in seniority order once the AWTS Board is exhausted. For the purpose of this agreement, trainmen selecting this option will be called "Option 3" trainmen.
- 4) Remain in furlough status, subject to recall in reverse seniority order once the AWTS Board is exhausted. For the purposes of this agreement, trainmen selecting this option will be called "Option 4" trainmen.

CMS representatives will notify furloughed trainmen by certified mail at the trainman's last known address of the above options by April 5, 2010. Broadcast messages and automated calls may be used to augment this communication effort.

Trainmen who are removed from the AWTS Boards and placed in furlough status due to their failure to respond to a full-time position or who fail to be available for all scheduled work or training while assigned to the AWTS as set forth herein will be designated as "Option 3" status unless they desire "Option 4" status whereupon they must promptly advise CMS.

Trainmen, notwithstanding seniority, who do not opt for AWTS placement upon furlough and/or do not make application for the AWTS Board may remain in furloughed status until recalled by Union Pacific in accordance with agreement rules governing the recall of furloughed trainmen as modified by terms set forth herein (i.e., there are no insufficient AWTS trainmen at that location available for full time placement). Except as provided herein, nothing will preclude a furloughed trainman from submitting and maintaining a standing request for a full-time position understanding such trainman will be directly assigned to the position and must remain thereon, seniority permitting, in accordance with the controlling collective bargaining agreement. Subsequent furlough of a trainman from a full-time position renews the AWTS Board and/or furlough status options contained herein.

In the event provisions of this Agreement conflict with any other agreements, understandings or practices, the provisions set forth herein will apply and supersede those items with which there is conflict. Disputes involving the application of this agreement may be referred directly to the Labor Relations Director and General Chairman. Claims and/or grievances emanating from the application of this Agreement will be handled in accordance with the provisions of the collective bargaining agreement.

It is understood this agreement is designed to address unique circumstances to the mutual benefit of all parties. Accordingly, this agreement will not prejudice the position of either party and except for the purposes of handling disputes under this Agreement will not be referred to in connection with any other case, agreement (local and/or national) and/or dispute resolution. Cancellation provisions contained in the AWTS agreements are not affected by this agreement and are specifically preserved.



Your signature below will indicate the parties' concurrence in this matter.

Sincerely,



S. F. Boone  
Director Labor Relations  
Arbitration & Negotiations

I concur,

  
\_\_\_\_\_  
T. L. Johnson  
General Chairman, UTU  
\_\_\_\_\_  
J. Previsich  
Vice President, UTU

Mr. T. L. Johnson  
General Chairman  
United Transportation Union  
4411 Old Bullard Road, Ste. 600  
Tyler, TX 75703

Dear Sir:

This has reference to the Amendment effective April 5, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Dallas-Fort Worth, San Antonio and Longview Hubs who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with a furloughed employee having access to the Carrier's system to place a bid requesting placement on the AWTS Board and/or for a full time position.

Accordingly, this letter will confirm our understanding that employees who are furloughed under the terms of this Agreement will have access to the CMS system in order to place a bid for AWTS and/or a full time position as set forth in this Amendment.


If the foregoing properly and accurately reflects our understanding regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone  
Director – Labor Relations

I concur,

  
T. L. Johnson  
General Chairman, UTU

Mr. T. L. Johnson  
 General Chairman  
 United Transportation Union  
 4411 Old Bullard Road, Ste. 600  
 Tyler, TX 75703

Dear Sir:

This has reference to the Amendment effective April 5, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Dallas-Fort Worth, San Antonio and Longview Hubs who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization requested the next nearest AWTS Board be identified for the purpose of filling AWTS Board and/or permanent vacancies as set forth in this Amendment.

Accordingly, this letter will confirm our understanding that the next nearest AWTS requirement will be fulfilled according to the following charts:

**1. Dallas-Fort Worth Hub**

<u>Home AWTS</u>	<u>Next 1 AWTS</u>	<u>Next 2 AWTS</u>	<u>Next 3 AWTS</u>	<u>Next 4 AWTS</u>	<u>Next 5 AWTS</u>	<u>Next 6 AWTS</u>
Dallas	Fort Worth	Dennison	Hearne	Chickasha	Big Springs	Sweetwater
Fort Worth	Dallas	Dennison	Hearne	Chickasha	Big Springs	Sweetwater
Chickasha	Fort Worth	Dallas	Dennison	Hearne	Big Springs	Sweetwater
Big Springs	Sweetwater	Hearne	Dennison	Fort Worth	Dallas	Chickasha
Sweetwater	Big Springs	Hearne	Dennison	FW	Dallas	Chickasha
Hearne	Dennison	Dallas	Fort Worth	Chickasha	Big Springs	Sweetwater
Dennison	Fort Worth	Dallas	Hearne	Big Springs	Sweetwater	Chickasha

**2. Longview Hub**

<u>Home AWTS</u>	<u>Next 1 AWTS</u>	<u>Next 2 AWTS</u>
Longview	Shreveport	Texarkana
Shreveport	Longview	Texarkana
Texarkana	Longview	Shreveport

**3. San Antonio Hub**

<u>Home AWTS</u>	<u>Next 1 AWTS</u>	<u>Next 2 AWTS</u>	<u>Next 3 AWTS</u>	<u>Next 4 AWTS</u>	<u>Next 5 AWTS</u>
San Antonio	Taylor	Smithville	Laredo	Del Rio	Eagle Pass
Smithville	Taylor	San Antonio	Laredo	Del Rio	Eagle Pass
Taylor	Smithville	San Antonio	Laredo	Del Rio	Eagle Pass
Laredo	San Ant	Smithville	Taylor	Del Rio	Eagle Pass
Eagle Pass	Del Rio	San Antonio	Laredo	Taylor	Smithville
Del Rio	Eagle Pass	San Antonio	Laredo	Taylor	Smithville

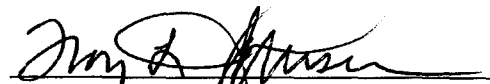
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S. F. Boone  
Director – Labor Relations

I concur,



T. L. Johnson  
General Chairman, UTU

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Dear Sir:

This has reference to the Amendment effective April 5, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Dallas-Fort Worth, San Antonio and Longview Hubs who would otherwise be in furlough status due to force reductions.

During our discussion, your Organization raised a concern in connection with the procedures to be used in filling permanent vacancies at the AWTS locations identified in Side Letter No. 2 of this Amendment.

Accordingly, this will confirm our understanding regarding the process for filling permanent vacancies will be as follows:

**DFW/Longview Hub:**

- Step One: Senior person on the AWTS Board at the location where the vacancy exists. The resultant AWTS vacancy may be backfilled until the cap, if any, is met with the senior eligible furloughed employee in the Ebb and Flow Territory (EFT) with a standing bid for the AWTS Board.
- Step Two: After the AWTS Board is exhausted at the location where the vacancy exists, assign the senior trainman from the next nearest AWTS Board(s) in the Ebb and Flow Territory (EFT) to the vacancy. The resultant AWTS vacancy may be backfilled until the cap, if any, is met in the same manner as in Step One, above.
- Step Three: Assign the senior trainman from the remaining AWTS Board(s) at the next nearest location to the vacancy. Continue this process until all AWTS Boards are exhausted.
- Step Four: Recall the senior trainman in the Hub.



**San Antonio Hub**

Step One: Senior person on the AWTS Board at the location where the vacancy exists. The resultant AWTS vacancy may be backfilled until the cap, if any, is met with the senior eligible furloughed employee with a standing bid for the AWTS Board at the location of the vacancy.

Step Two: After the AWTS Board is exhausted at the location where the vacancy exists, assign the senior trainman from the next nearest AWTS Board(s) to the vacancy. The resultant AWTS vacancy may be backfilled until the cap, if any, is met in the same manner as in Step One, above. Continue this process until all AWTS Boards are exhausted.

Step Three: Recall the senior trainman in the Hub.


If the foregoing properly and accurately reflects our understanding regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone  
Director – Labor Relations

I concur,

  
T. L. Johnson  
General Chairman, UTU

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General Chairman  
United Transportation Union  
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Dear Sir:

This has reference to the Amendment effective April 5, 2010 providing for Auxiliary Work and Training Status (AWTS) for employees in the Dallas-Fort Worth, San Antonio and Longview Hubs who would otherwise be in furlough status due to force reductions.

This has reference to the parties' discussion pertaining to the forthcoming implementation of this Amendment and, specifically, the necessity to move forward pending the signature of the UTU Vice President.

This letter shall serve to confirm the Organization's agreement to proceed with the implementation effective April 5, 2010 as set forth in this Amendment.


If the foregoing properly and accurately reflects our understanding regarding these matters, please so indicate by affixing your signature in the space provided below.

Respectfully,



S. F. Boone  
Director – Labor Relations

I concur,

  
\_\_\_\_\_  
T. L. Johnson  
General Chairman, UTU