

AGREEMENT

Between

UNITED SUPERVISORS COUNCIL OF AMERICA

And

UNION PACIFIC RAILROAD COMPANY

In an effort to address issues of quality of life, protection of the Carrier's operations and pay simplification, the Organization and Carrier agree to the following agreement for an all-services-rendered (ASR) position and a self-managed work force. During the term of this agreement, these positions will be allowed at a number of agreed locations, subject to the following provisions:

- I. All-Services Rendered Positions (ASRs)
 - a. The position of Yardmaster ASR will not be covered by the application of Articles 2, 3, 4, 6, 7, 8, 10 and 19 of the Consolidated Master Agreement effective July 1, 2012. This Agreement supersedes any Collective Bargaining Agreement provisions in conflict with the language of this Agreement.
 - b. The position of Yardmaster ASR will be compensated at a rate of \$99,794 per year, effective January 1, 2015, to be adjusted by future negotiated wage increases or lump sum payments.
 - c. Yardmasters-In-Training (YITs) at an ASR location will be scheduled for training by management and paid at the rate of eighty-five percent (85%) of the ASR rate until such time as fully qualified.
 - d. The Yardmaster ASR salary shall compensate for all services rendered seven (7) days a week and is not subject to any overtime, holiday or other rules or provisions requiring penalty payments under the Collective Bargaining Agreements.
 - e. Yardmaster ASRs will have eighty-eight (88) hours of Personal Leave in lieu of Holidays in addition to any Personal Leave days for which they are eligible under Article 20 of the Consolidated Master Agreement effective July 1, 2012.
 - f. Each week of vacation will be the equivalent of forty (40) hours and paid at the daily rate defined in Section III. h. (not as 1/52nd). Yardmaster ASRs will qualify for vacation pursuant to the Consolidated Master Agreement effective July 1, 2012. For purposes of this Agreement, credit for days worked for subsequent years' vacation will be prorated on a monthly basis for the following year.
 - g. All salaries and rates of pay addressed in this Agreement are subject to any negotiated GWI adjustments and lump sums that affect Yardmasters on the Union Pacific property.

- II. Self-Managed Work Force
 - a. At locations where ASR is in effect, Yardmasters will be responsible to:
 - i. Ensure coverage of work 24 hours per day, 7 days per week.

- ii. Set schedules for work, personal leave and rest days and provide the Local Manager with a schedule five (5) working days in advance of the first of the month.
- iii. Paid time off will be reported by each location in one of two ways:
 - 1. By a named point of contact person who will report paid time off used for all ASR Yardmasters at the location to Timekeeping using the approved form and process.
 - 2. By agreement at the location that Personal Leave and Vacation will be used on a pro-rata basis each pay period.
 - a. ASR locations using the pro-rata basis cannot change that election during the course of the year.
 - b. ASR Yardmasters using the pro-rata basis who retire from service during the course of the year will be presumed to have used all of their Personal Leave prior to using any Vacation.
- iv. ASR Yardmasters who need to take unpaid time off must report to Crew Services how many shifts they will miss if their time off will require the use of an unassigned Yardmaster or an ASR Yardmaster paid in accordance with Section III h.
- v. No paid time off will be allowed to be carried over into the following year, except for Sick Leave pursuant to Article 16 of the Consolidated Master Agreement.
- vi. Ensure compliance with GCOR testing requirements.

III. Unavailable Yardmasters and Filling Vacancies

- a. ASR Yardmasters may be required to participate in meetings scheduled by their Superintendent. Such meetings will be for a minimum of three (3) hours each and the first twelve (12) hours per year will be without additional compensation. For every hour over twelve (12) per year, they will receive compensation at the straight-time rate of pay, per hour, not subject to any overtime or penalty rules.
- b. ASR Yardmasters may be required to participate in training up to four days per year per employee, as scheduled by management, without additional compensation.
 - i. If the number of training days so assigned exceeds four (4) days per employee per year which renders him/her unavailable to cover his or her work, he or she will receive no additional compensation, but the senior unassigned Yardmaster or ASR Yardmaster who accepts the additional shifts of work will be compensated per paragraph h, below. If the training day (exceeding the four (4) days) falls on the ASR Yardmaster's scheduled rest day, he or she will be compensated at the straight-time rate of pay, per hour, over and above the ASR salary, not subject to any overtime or penalty rules, for a minimum of four hours.
 - ii. The four (4) days of training will be inclusive of any time required for travel if the training is held on continuous days and at a location away from the yardmaster's home terminal. It is understood that this may mean that employees will train and travel on the same day.

- c. In the event an ASR Yardmaster, during their scheduled work day, is called as a witness for the Company at an investigation, hearing or deposition, he or she will receive no additional compensation, but the ASR Yardmaster who covers his or her assigned shift will receive compensation under Section h of this Article III. In the event an ASR Yardmaster, during their scheduled rest day, is called as a witness for the Company at an investigation, hearing or deposition, he or she will be compensated at the straight time rate of pay, per hour, over and above the ASR salary, not subject to any overtime or penalty rules, for a minimum of four hours.
- d. Payment under the provisions of Section III, a, b and c is done through the Yardmaster submitting a non-service claim to timekeeping requesting the appropriate compensation and giving the dates and times of the meeting, training or witness participation.
- e. Situations of prolonged leave of absence of an incumbent in an ASR position will be handled by temporary assignment of the senior unassigned Yardmaster or coverage by the assigned ASR Yardmasters at that location per paragraph h below.
- f. It is the intent of the parties to have an adequate number of unassigned Yardmasters at each location where this Agreement is in effect.
- g. In the event that a Yardmaster is displaced from or voluntarily leaves an ASR position, vacation and personal leave taken as reported per Section II.a. will be deducted.
- h. Yardmaster ASRs who require time off in addition to paid time off will have their salary reduced and the unassigned Yardmaster or ASR Yardmaster filling the vacancy will be compensated as follows:

\$383.83	for an eight (8) hour shift
\$479.78	for a ten (10) hour shift
\$575.74	for a twelve (12) hour shift
- i. It is agreed and understood that Yardmasters working under the provisions of the ASR Agreement are responsible to cover emergency absences (such as illness, family emergencies). It is also agreed that when an ASR Yardmaster's continued absence due to such emergency absences and associated time off interferes with the work schedule, the Carrier will either bring up an unassigned Yardmaster or compensate an ASR Yardmaster who accepts the additional shifts of work, according to the rates in Section III h, above.
- j. In the event an ASR Yardmaster has a death in his or her family, which qualifies for Bereavement Leave under Article 14 of the Consolidated Master Agreement effective July 1, 2012, the Carrier will either bring up an unassigned Yardmaster or compensate an ASR Yardmaster who accepts the additional shifts of work in accordance with Section III h. In this instance, the grieving Yardmaster's pay will not be reduced for bereavement leave as provided for in Article 14. However, when an ASR Yardmaster's continued absence due to bereavement leave and associated time off interferes with the work schedule, the Carrier will either bring up an unassigned Yardmaster or compensate an ASR Yardmaster who accepts the additional shifts of work in accordance with Section III h, above, and the grieving Yardmaster's pay will be reduced accordingly.

NOTE: Bereavement Leave as set forth in Article 14 shall not exceed a total of twenty-four (24) hours compensation (i.e., 3-8 hour or 2-12 hour days).

- k. In the event of a permanent vacancy, positions at ASR locations will be filled in accordance with the provisions of the Consolidated Master Agreement.

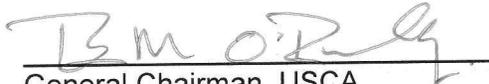
IV. Implementation

- a. The Organization and Carrier may agree to establish an incentive program to reward superior performance.
- b. In the event that the ASRs at a location are unable to meet the requirements of Section III, the Carrier may cancel this Agreement at that location; or system-wide, at its prerogative, upon a five (5) day written notice, to be effective at the start of the subsequent payroll half.
- c. In the event that this Agreement operationally hinders the Carrier or Organization, the Carrier or Organization may cancel this Agreement system-wide, upon thirty (30) day written notice, to be effective at the start of the subsequent payroll half.
- d. Reversion to previous terms and conditions of work due to sections b or c above includes:
 - i. Return to applicable pay per the Master Consolidated Agreement; including entry rate provisions.
 - ii. Vacation scheduling to be reviewed and may require rescheduling.
 - iii. Vacation and personal leave taken as reported in Sections II.a.iii. will be deducted.
 - iv. Cessation of any incentive program implemented pursuant to Section IV.a.

Both parties acknowledge that this Agreement is made in good faith and will not be referred to nor cited in any future claims, grievances, arbitration or negotiations (local or national).

Agreed on this 17th day of July, to be effective August, 15, 2016.

For the USCA:


General Chairman, USCA

For the Carrier:


General Director Labor Relations


General Chairman, USCA

UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET
OMAHA, NEBRASKA 68179



August 15, 2016

245-3 ASR
Side Letter #1

Mr. Brian O'Reilly
General Chairman USCA
P.O. Box 902709
Sandy, UT 84090-2709

Mr. Mike Fox
General Chairman USCA
601 South Union Avenue
North Platte, NE 69101-5203

Gentlemen:

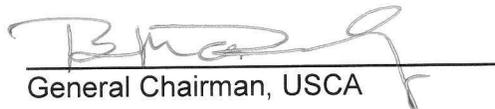
This is in reference to the ASR Agreement effective January 1, 2012. The Carrier and Organization agree the ASR Agreement is in effect at the following locations:

Alexandria	Green River	Pine Bluff
Avondale	Hinkle	Pocatello
Beaumont	Houston	Portland
Butler	Kansas City	Roseville
Cedar Rapids	Lake Charles	S. Saint Paul
Cheyenne	Livonia	Salt Lake City
Chicago (Proviso)	Longview	San Antonio
Clinton	Los Angeles	Seattle
Council Bluffs	Memphis	Shreveport
Dallas	N. Little Rock	Sparks
Denver	Nampa	Texarkana
Des Moines	North Platte	Tucson
El Paso	Oakland	West Chicago
Fort Worth	Ogden	Wichita
Global 1	Parsons	Yard Center
Grand Junction	Phoenix	

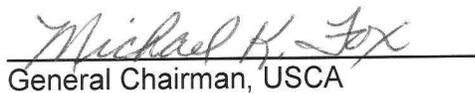
At locations where twenty-four (24) hour, seven (7) day a week coverage is required by Management, a wheel of five (5) Yardmaster positions will be maintained. Should the coverage requirements of an ASR location change, the Carrier and Organization will meet to determine whether they can reach agreement to continue the ASR at that location.

During the course of this agreement, any employee who moves into a Yardmaster position in a ASR location will assume the work conditions under the terms of the ASR Agreement. An employee displaced out of a Yardmaster position at an ASR location will be handled in accordance with Section III g.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Boone".A handwritten signature in cursive script, partially obscured by a horizontal line. The signature appears to be "B. M. G.". Below the line, the text "General Chairman, USCA" is printed.

General Chairman, USCA

A handwritten signature in cursive script that reads "Michael K. Fox". Below the signature is a horizontal line, and below the line, the text "General Chairman, USCA" is printed.

General Chairman, USCA

August, 15, 2016

Mr. Brian O'Reilly
General Chairman USCA
P.O. Box 902709
Sandy, UT 84090-2709

Mr. Mike Fox
General Chairman, USCA
601 South Union Avenue
North Platte, NE 69101-5203

Gentlemen:

This letter is in reference to the ASR Agreement effective July 1, 2012. It is agreed between the parties that, effective for the remainder of calendar year 2016, the Carrier may maintain a part-time ASR position, subject to the following provisions (which may modify the provisions of the July 1, 2012 Agreement):

1. The purpose of the part-time ASR position is for such project work as the Superintendent and/or Director of Transportation Services assigns and requires. The position is not to be utilized to fill vacant shifts performing scope-covered yardmaster duties.
2. The parties recognize the project work performed pursuant to this Letter Agreement clearly is not within the scope of any prior Agreement with the USCA and is non-agreement work. The Carrier reserves its rights to return this work to non-agreement employees at any time. Furthermore, such work cannot be used as a basis for a claim on behalf of any employee.
3. The monthly rate of pay shall be \$5779.28.
4. The monthly rate of pay encompasses 120 hours of work (or paid time off) for the Carrier per month; however, the schedule of such work will be determined by the Superintendent and/or Director of Transportation Services at the location.
5. Part-time ASR positions will be posted at the discretion of management and filled on the basis of qualifications and fitness, management to be the judge. An employee appointed to a part-time ASR position may be released from such assignment at the discretion of management.
6. The part-time ASR position is in addition to any ASR jobs that are protecting yardmaster service; should the location be covered under the ASR Agreement.
7. Part-time ASR Yardmasters who need to take unpaid time off must report to Crew Support and timekeeping how many shifts they will miss for adjustment to their monthly rate.
8. At this time, only one such position is agreed to be posted, located at Roper Yard in Salt Lake City, Utah. Any additional positions will require agreement between the Organization and Carrier.

Please indicate your agreement of this understanding by signing below.

Sincerely,




General Chairman USCA


General Chairman, USCA

August, 15, 2016

Mr. Brian O'Reilly
General Chairman, USCA
P. O. Box 902709
Sandy, UT 84090-1709

Mr. Mike Fox
General Chairman, USCA
601 South Union Avenue
North Platte, NE 69101-2709

Dear Sir:

This has reference to our discussions regarding the modification of Article 11 – Seniority – of the July 1, 2012 Agreement.

It is agreed Article 11 of the above-referenced Agreement is modified in its entirety to incorporate a new Section K concerning the handling of employees who are absent without authority for ten (10) consecutive working days as set forth below:

- “A. 1. *Yardmasters included within the scope of this Agreement constitute one (1) seniority class. The Company may advertise Yardmaster Training Positions with paid training. Upon their successful completion of said training and being deemed by the Company to be qualified to work as a yardmaster, employees will be given yardmaster seniority date retroactive to the date of their first paid training shift. Where two (2) or more applicants have their first paid training shift on the same date, their relative seniority rank shall be based upon the length of continuous service with the Company. If they have no prior service with the Company, seniority rank shall be determined by the last four digits of the Social Security Number, the employee with the lowest number to be placed on the roster first.*
2. *Employees who have been selected as outlined within this Article and given seniority date must serve a test period of forty-five (45) shifts as Yardmaster, excluding any training, to demonstrate their fitness and ability. Prior to the completion of forty-five (45) shifts, the employees may be disqualified as a yardmaster by written notice to that effect from authorized representative of the Company, in which event all established seniority rights as Yardmaster shall be terminated without recourse as outlined in Article 9. After completing forty-five (45) shifts as Yardmaster without prior written notice of disqualification, the employees shall be considered as qualified.*
3. *Upon establishing a seniority date, a Yardmaster must thereafter protect any and all extra work for which they may stand or forfeit their seniority, subject to the provisions of Article 24.*

4. A seniority roster showing name, position, and seniority date of Yardmasters entitled to seniority date in accordance with this Agreement will be maintained for each seniority district and made available to the employees covered by this Agreement.

5. The Company will provide the Organization with a list of employees who are hired or terminated, their home addresses, and their employee identification numbers. This information will be limited to the employees covered by this Agreement.

B. The Yardmaster Seniority System will be comprised of the following:

1. The SP Seniority is comprised of four (4) seniority zones (SP West; SP East; SSW; and DRGW).

2. The CNW Seniority Zone will be comprised of the following: No. 2 - Central; No. 3 - Illinois; No. 3a - Madison; No. 4 - Iowa [which includes the UP Terminal at Council Bluffs]; No. 5 - Lakeshore; No. 6 - Western; No. 7 - Twin Cities; No. 8 - Wisconsin; No. 9 - Chicago; and, No. 10 - Former C&E.

3. The MP Seniority Zone which includes all former MP locations including Kansas City but excluding Shreveport, Avondale and Dallas (Mesquite, Mockingbird and Miller Yards).

4. The UP Seniority Zone which comprises all other locations not covered by the above Seniority Zones.

C. In the event a yardmaster is displaced and there are no junior yardmasters at the location employed for them to displace, yardmasters shall be privileged within five (5) days (or if on leave of absence account of sickness or other reasons, for five (5) days from date of return) to make displacement as a yardmaster wherever their seniority permits or become an unassigned yardmaster at the location from which they were displaced.

D. When yardmasters are laid off account reduction in force they will retain all seniority rights with privilege of working elsewhere and will not be required to apply for re-employment provided the furloughed yardmaster responds to recall under the provisions of Article 24. Yardmasters cut off account reduction in force will be responsible to furnish the Carrier and Organization their address and advise in writing of any change therein.

E. If a yard is discontinued or is changed from one location to another location, the seniority status of yardmasters affected, for the purpose of establishing said yardmasters in other yards, shall be arranged by agreement between the designated Company Officer and the General Chairman of the United Supervisors Council of America (USCA).

F. A yardmaster who is displaced, or whose position is abolished or is advertised under Article 7, shall within five (5) days (or within five (5) days from date of return to duty if on leave of absence or absent account sickness, vacation or other reasons) exercise their seniority to displace any junior assigned yardmaster or to obtain any advertised vacancy or new position.

G. 1. Yardmasters absent on account of illness, vacation, leave of absence, or other reasons, shall be privileged to exercise their seniority within five (5) days from date of return to duty to obtain any position which has been advertised and assigned to a junior yardmaster during their absence. In the application of this section, a yardmaster will be considered absent if they do not perform service during the seventy-two (72) hour period a yardmaster position is advertised.

2. Yardmasters returning from a promoted position of the Company shall be privileged to exercise their seniority within fifteen (15) days from date of return to yardmaster service to obtain any position which has been advertised and assigned to a junior yardmaster during their promotion.

H. Exchange of seniority rights between yardmasters, each assuming the seniority date of the junior employee will be permitted, subject to the approval of the designated Company Officer and the General Chairman of the USCA.

I. A yardmaster promoted to an official position in the service of the Company, or exclusively employed by the Western Railway Supervisors Association, the United Transportation Union or the Transportation Communications Union, or a yardmaster assigned to a special project by the Company, will retain seniority as yardmaster.

J. Yardmasters will be required to work as a yardmaster, if their seniority permits, subject to paragraph C of this Article. A yardmaster that fails to do so will relinquish their yardmaster seniority.

K. Yardmasters absenting themselves from their assignment for ten (10) consecutive working days without proper authority shall be considered as voluntarily relinquishing their yardmaster seniority, unless there is a justifiable reason shown by the employee within five (5) days from the date of notification, as to why proper authority was not obtained.

L. Yardmasters employed on or prior to the dates listed below, shall have and retain all prior rights as yardmasters on their respective seniority zones which were in existence prior to the effective date of this Agreement:

- November 1, 1972 for Southern Pacific Transportation Company (Eastern Lines)
- January 1, 1973 for St. Louis Southwestern Railway Company
- September 1, 1991 for Southern Pacific Transportation Company (Western Lines)
- December 31, 1994 for Denver and Rio Grande Western Railroad

M. Yardmasters will be permitted to voluntarily transfer from one location to another only under the following conditions:

1. By being the successful applicant for a bulletined position and remaining at the location transferred to for a period of not less than one (1) year from the day and date assigned, provided they have sufficient seniority.

2. When there are sufficient yardmasters remaining at the location transferring from, to protect all regular assignments, including regular extra board assignments.

3. Yardmasters transferring from one location to another will do so and qualify for positions without expense to the Company.

N. All current employees in promoted status of the Company, as well as those on a Leave of Absence (LOA) as outlined in Article 15 of this Agreement, holding Yardmaster's seniority shall, as a condition of retaining and accruing seniority under this Agreement, be required to maintain membership in good standing in the Organization party hereto. In the event such employee fails to maintain membership in good standing, the General Chairman shall notify the Director of Labor Relations or their designated representative. If, within thirty (30) calendar days after receipt of such notification the employee has not retained membership in good standing with the Organization, the employee will forfeit all seniority under this Agreement and the Carrier will be notified to remove their name and seniority date from the appropriate seniority roster. Employees entitled to retain and accumulate seniority under this Article shall be privileged to bid on bulletined positions."

If the foregoing accurately sets forth our understanding, please so indicate in the space provided below.

Yours truly,



Agreed:


General Chairman, USCA
General Chairman, USCA

August, 15, 2016

Mr. Brian O'Reilly
General Chairman, USCA
P. O. Box 902709
Sandy, UT 84090-1709

Mr. Mike Fox
General Chairman, USCA
601 South Union Avenue
North Platte, NE 69101-5203

Dear Sir:

This has reference to our discussions regarding the time frame to hold an investigation in Article 17, Section A, of the July 1, 2012 Agreement

The Article referenced above provides an investigation will be held within five (5) days in cases where an employee is removed from service.

It is agreed Article 17, Section A, of the above-referenced Agreement is modified to provide ten (10) days to hold an investigation in those cases where an employee is removed from service.

If the foregoing accurately sets forth our understanding, please so indicate in the space provided below.

Yours truly,



AGREED:



General Chairman, USCA

General Chairman, USCA

August, 15, 2016

6140048L

Mr. Brian O'Reilly
General Chairman, USCA
P.O. Box 902709
Sandy, UT 84090-2709

Mr. Mike Fox
General Chairman, USCA
601 South Union Avenue
North Platte, NE 69101-5203

Gentlemen:

This refers to your letter dated December 4, 2014, Carrier's response dated December 18, 2014 and our subsequent voluntarily negotiations to amend and/or supplement the working rules of the Collective Bargaining Agreement between Union Pacific Railroad Company and Yardmasters Represented by United Supervisors Council of America, effective July 1, 2012. In doing so, it is understood and agreed that the ratification of such amended and/or supplemented CBA by the members explicitly includes adoption of the terms of the National Agreement on wages and health & welfare as ratified by Transportation Communication Union, without requiring a separate vote by the yardmasters governed by the Agreement between the USCA and the UPRR.

Accordingly, ratification of the amended and/or supplemented CBA by the yardmasters governed by the Agreement between the USCA and the UPRR will conclude Section 6 negotiations.

Sincerely,



AGREED:


General Chairman, USCA
General Chairman, USCA

CC: Joe O'Connor
Andrea Gansen