

Aug 6 1996
March 24 1999

THE SOUTHWEST HUB - BLE

Agreement Synopsis and Fact Sheet

The following is intended to be a simplified (as much as possible) overview of the major features of the Southwest Hub Agreement. As such, it does not attempt to explain some of the finer detail points, and is not intended to be written in agreement language. If there is a difference in the explanation herein and the language in the actual Southwest Hub Agreement, the language of the agreement itself will govern.

1. THE HUB:

A) The Hub covers the territory between MP 731.5 west of Yuma, AZ and MP 292.33 east of Pratt, KS, including the BNSF trackage rights to Childress (not included) and Lubbock (included) and the lines from El Paso, TX east to Alpine (not included) and Toyah (not included).

B) Engineers who establish seniority in the Southwest Hub relinquish all seniority held outside the hub, and engineers outside the hub shall relinquish all seniority formerly held on territory within the Southwest Hub.

C) Engineers with home terminal inside the Southwest Hub may work to points outside the Hub without infringing on the rights of other engineers outside in other hubs, and engineers outside the Southwest Hub may work to points inside the Hub without infringing on the rights of engineers inside the Southwest Hub.

D) With the implementation of the Southwest Hub, all areas, trackage, stations and facilities in the hub shall be common to all former SP(WL), including former EP&SW, SSW, SP(EL) and UP engineers as a single unified system.

2. IMPLEMENTATION:

Implementation is planned for October 1, 1999. Engineers who are on assignments on the day of implementation shall remain on those assignments unless they exercise seniority or are displaced by engineers with displacement rights under the controlling collective bargaining agreement (CBA), which is the modified SP-West agreement. Implementation of the Southwest Hub agreement does not create a displacement right.

3. SENIORITY:

A) The Southwest Hub will be a new seniority district. Engineers assigned and working in the hub on implementation (excluding those in the hub on a "borrow out" or auxiliary board basis) will establish seniority in the hub, and relinquish all seniority outside the hub. All seniority in the hub held by engineers outside the hub will be relinquished.

B) The Southwest Hub will be divided into three seniority zones.

Zone 1 - Territory between Yuma (included) and Lordsburg (not included)

Zone 2 - Territory between Lordsburg (included) and Apline (not included), Toyah (not included) and Vaughn (not included).

Zone 3 - The territory between Vaughn (included) and Pratt (included), Childress (not included) and Lubbock (included).

C) At any time, engineers with seniority in the Southwest Hub will have use of seniority in only one zone. There are provisions in the agreement, such as consolidated seniority, auxiliary boards or seniority exchanges for an engineer to take his use of seniority from one zone to another zone within the hub.

ROSTERS:

HUB ROSTER

A) A Southwest Hub roster of engineers will be created by dovetailing UP, SP(WL), including former EP&SW, SSW and SP(EL) engineers in the hub based on their engineer seniority. This does not include engineers working in the hub on a "borrow out" or auxiliary board basis. If engineers from different rosters have identical dates, they shall be placed on the rosters as follows:

<u>PRE OCTOBER 31, 1985 ENGINEERS</u>		<u>POST OCTOBER 31, 1985 ENGINEERS</u>	
First -	Engineer's date	First -	Engineer's date
Second -	Fireman's date	Second -	Switchman's date
Third -	Hire date	Third -	Hire date
Fourth -	Age	Fourth -	Age

B) The Southwest Hub agreement intends to maintain the same relative standing with respect to other engineers from the same pre-merger roster.

ZONE ROSTERS

C) The engineer roster for each zone will be constructed in three "layers".

i) The first "layer" will be engineers in that zone with seniority prior to March 24, 1999, dovetailed by engineer date

ii) The second "layer" will be all engineers in other zones in the hub with seniority prior to August 6, 1996.

iii) The third "layer" will be all engineers in that zone with seniority subsequent to March 23, 1999.

D) The determination of what zone and engineer is "in" is based on where that engineer was working on March 24, 1999.

E) Engineers with seniority prior to August 6, 1996 may bid or bump to positions in any zone in the hub based on their seniority standing on the zone roster for the zone in which the position is located.

F) Engineers with seniority subsequent to August 6, 1996 will have seniority in only one zone, and will be permitted to work in another zone only as the result of consolidated seniority, auxiliary boards or seniority exchanges.

4. PRIOR RIGHTS WITHIN A ZONE:

A) ZONE 1

i) The Tucson - El Paso shall be prior righted with the odd numbered slots filled by ^{Pos 1} engineers with Zone 1 prior rights (Tucson) and the even numbered slots filled by Zone 2 (El Paso) engineers who relocate to Zone 1 pursuant to the Southwest Hub agreement.

a) Engineers relocating from El Paso shall be placed on a specific turn by name and shall have prior rights to that turn only

b) If an engineer with prior rights in a) immediately above voluntarily moves off their prior right turn, he/she shall no longer be prior righted to that pool turn

c) The prior rights discussed in this section cease to exist at the end of the sixth year following implementation

ii) Assignments at Yuma, both regular and extra, protected by the West Colton source of supply (Los Angeles Hub) prior to implementation of the Southwest Hub shall be prior righted to SP engineers holding seniority in the Los Angeles Hub on that day the Southwest Hub is implemented. If an assignment at Yuma goes no-bid to Los Angeles engineers, a Zone 1 Southwest Hub engineer at Yuma shall fill the position. The Southwest Hub engineer shall not be subject to bid, application or displacement rights to such vacancy for a period of 6 months, unless the 6 month period of time is waived by the Southwest Hub engineer holding the assignment. The two previous sentences become applicable when the Los Angeles Hub is implemented.

B) ZONE 2

i) All Zone 2 positions are filled from the dovetail roster except pools, El Paso yard assignments and the Clifton locals.

ii) Pools

a) El Paso - Lordsburg - 100% SP(WL) up to baseline of 26 - then to dovetail roster

b) El Paso - Vaughn - 100% former EP&SW up to a baseline of 47- then to dovetail roster. When Alpine and Toyah are combined, the odd numbered slots from 35 upward shall be prior righted to SP(WL) engineers

c) El Paso - Alpine - 100% SP(EL) up to a baseline of 31 - then to dovetail roster

d) El Paso - Toyah - 100% UP up to a baseline of 8 - then to dovetail roster

e) El Paso - Alpine/Toyah (when combined) 79% SP (EL) and 21% UP up to a baseline of 39 - then to dovetail roster

iii) El Paso yards are prior righted 60% UP/SP(EL) and 40% former EP&SW

iv) The Clifton locals shall be prior righted, one to J. E. Andress and the other to the initial successful bidder from the current Tucson-Phoenix ("North Line") seniority district. These prior rights will be forfeited if either incumbent voluntarily vacates his/her prior right assignment at Clifton (not counting a move from one assignment at Clifton to another assignment at Clifton).

C) ZONE 3

- i) All Zone 3 engineer assignments are filled from the dovetail roster except pools.
 - a) Pratt - Dalhart/Dalhart - Pratt - 100% SSW up to a baseline of 38 - then to dovetail roster
 - b) Dalhart - Vaughn 50% SSW (even) and 50% former EP&SW (odd) up to a baseline of 38 - then to dovetail roster
 - c) Dalhart - Childress/Lubbock - 100% SSW up to a baseline of 5 - then to dovetail roster

D) REMOVAL OF PRIOR RIGHTS

- i) El Paso yard: - Starting with the fourth year (from implementation) all 3rd shift assignments lose their prior rights; starting with the fifth year all 2nd district lose; starting with the sixth year all remaining prior rights in the El Paso yard are eliminated.
- ii) Pool prior rights phase out in 25% increments starting with the beginning of the fourth year from implementation and ending with the start of the seventh year following implementation. This does not apply to Pratt - Dalhart engineers who remain at Pratt or to the Tucson - El Paso pool which has its own phase out of prior rights.

10/1/2004
All jobs

5. MOVEMENT OF ENGINEERS FROM ZONE 2 TO ZONE 1:

A) Engineers from Zone 2 (El Paso) will move to Zone 1 and will have prior rights to designated turns in the Tucson - El Paso pool as set forth in 4. A. i) above. Those SP(WL) engineers working in Zone 2 will be given first opportunity to elect to relocate up to a baseline number of 35.

B) If an insufficient number of engineers elect to relocate from Zone 2 to Zone 1, a process of seniority exchange will be offered .

- i) Requests must go through local chairman on be on file by August 15, 1999
- ii) Each engineer who exchanges shall take the younger of the two dates, and be treated as holding seniority on the roster of the engineer with which they exchanged
- iii) Engineers who exchange will be treated the same as if they volunteered under 5. A. above (relocation allowance, zone prior rights and prior rights to even numbered pool slots)

iv) Rights to exchange will go first to former EP&SE engineers at Tucumcari and El Paso, then to other engineers in Zone 2, then to engineers in Zone 3.

C) If an insufficient number of engineers relocating to Zone 1 still remain, the shortfall (up to a total of 27 who will relocate for all reasons) shall be forced from among SP(WL) engineers in Zone 2 in reverse order of seniority.

6. POOL OPERATIONS/ASSIGNED SERVICE:

A) Pools may be instituted as follows:

- i) Dalhart - Childress/Lubbock via Dalhart or Stratford - home terminal Dalhart
- ii) Dalhart - Vaughn - home terminal Dalhart (Tucumcari - Vaughn and Dalhart - Vaughn to remain as separate pool during the transition to the long pool)
- iii) Dalhart - Springfield - home terminal Dalhart
- iv) El Paso - Vaughn - home terminal El Paso
- v) El Paso - Alpine/Toyah as one pool - home terminal El Paso. The Carrier will not give notice to combine until new lodging is built at Toyah or the away-from-home terminal is moved to Pecos.
- vi) El Paso - Lordsburg - home terminal El Paso
- vii) Tucson - El Paso - home terminal Tucson
- viii) Tucson - Lordsburg - home terminal Tucson
- ix) Tucson - Phoenix/Nogales - home terminal Tucson - service to Nogales shall be run as turnaround service with no away-from-home lodging - {Phoenix service may be run as straightway or turnaround on a trip-by-trip basis.
- x) Tucson - Yuma - home terminal Tucson
- xi) Phoenix - Yuma - home terminal Phoenix
- xii) Pratt - Dalhart - continues to operate on a double-ended basis subject to final provisions - parties will meet within the next six months and agree on a process to end up with a single home terminal in Dalhart through attrition. Basic principles for this are set forth in the Southwest Hub agreement.

B) The pools identified in A) above may be established individually, or in groups. Other than the Dalhart - Vaughn and Tucson - El Paso changes, pools not established at the time of implementation shall be established upon ten (10) days written notice to the General Chairman. Existing pools will remain in place until replaced by new pools.

C) When implemented, the Tucson - Phoenix/Nogales and Phoenix - Yuma pools shall be implemented concurrently.

D) New pool operations with the Hub or between hubs not covered in the Southwest Hub agreement will be handled pursuant to Article IX of the May 19, 1986 Award of Arbitration Board No. 458, as amended.

E) The transition from two pools (Dalhart - Tucumcari and Tucumcari - Vaughn) to one pool (Dalhart - Vaughn) between Dalhart and Vaughn is covered by a separate agreement and will take place on a phase-in basis. Commencing on August 16, 12 pool turns (six engineers from Dalhart and six from Tucumcari) will commence running from Dalhart through Tucumcari to Vaughn. Every two months thereafter an additional 12 turns will commence running long until the entire pool is long. At the same time 12 turns commence running long from Dalhart, another Tucumcari engineer will be added to the Dalhart extra board and four engineers shall be relocated to El Paso.

F) Some local and road switchers in the hub will be operating under other than SP-West agreements immediately prior to implementation of the Southwest Hub. Even though the SP-West agreement does have similar provisions that permit continued operation of these assignments, the parties agree they may continue to operate and be paid on the pre implementation basis pending review of the operation and agreements by the General Chairman and Labor Relations.

G) Current blue print provisions for former EP&SW, SSW, UP and SP(EL) pools shall be retained at implementation pending a review by the parties to see if changes need to be made. In addition, if the pools to Alpine and Toyah are combined, engineers shall be placed to the board at El Paso in the order in which called at the away-from-home terminal.

H) Any pool freight, local, work train or road switcher service may be established in accordance with the SP-West agreement.

7. EXTRA BOARDS:

A) The Carrier may establish extra boards at any location in accordance with the SP-West modified agreement. The Carrier will give a thirty day notice of the consolidation of pre-merger extra boards and the notice provisions of the governing CBA shall be used in the establishment of the new extra boards.

B) Current extra boards will remain until a notice is served abolishing or combining them. Beginning with implementation, existing extra boards shall be governed by the provisions of the SP-West agreement.

C) It is the Company's intention to initially establish or retain extra boards at the following locations:

i) Dalhart

ii) El Paso (2)

a) One to cover yard assignments and the territory between El Paso and Lordsburg

b) One to cover the territory between El Paso and Vaughn, Toyah and Alpine

iii) Tucson

iv) Phoenix

v) Yuma

vi) Pratt

D) The Yuma extra board will be consolidated with the LA Hub on a 50/50 basis and the LA Hub entitled to even numbered assignments 2,4 and 6. The Southwest Hub, Zone 1, shall have prior rights to all other extra board assignments at Yuma. The consolidated board at Yuma will fill all vacancies with Yuma as a home terminal and also with El Centro as a home terminal. In addition, the Yuma extra board will protect Hours of Service relief/turnaround service both directions out of Yuma, but only as far west as Niland (MP 667).

E) At Alpine there may be a joint extra board to cover all extra work in the Alpine area as well as Hours of Service relief for trains heading to Alpine that are within 65 miles of Alpine. If only one position on the Alpine extra board, then the senior bidder from among Zone 2 of the Southwest Hub or the San Antonio Hub shall be assigned. If two assignments, then the other hub shall be assigned. If forced to fill the Alpine extra board, the San Antonio hub will protect in the odd years and Zone 2 of the Southwest Hub will protect in even years. Southwest Hub forcing shall be limited to former SP(EL) engineers and engineers promoted after March 24, 1999.

F) If one extra board is exhausted, then another (secondary) extra board may be used prior to using other sources of supply. Secondary extra boards shall be identified by bulletin. If an engineer is called for an assignment not principally covered by his/her extra board:

i) Pay received will not be used to offset extra board guarantee, but will be used in determining whether such engineer is entitled to protection pay

ii) If unavailable at time of call, a deduction shall be made in their extra board guarantee as well as an offset to their protection, but shall not be disciplined.

8. TERMINAL AND OTHER CONSOLIDATIONS:

A) The terminal (switching) limits of the combined terminal at El Paso are:

Valentine Subdivision	MP 820.00	- 795
Carrizozo Subdivision	MP 1300.54	
Lordsburg Subdivision	MP 1291.54	

B) Engineers are not be restricted as to where in the terminal they can operate, regardless of former roster. Road crews may receive/leave their train at any location within the terminal and may perform work in the terminal permitted by the governing collective bargaining agreement.

C) A 20 minute payment shall continue to be paid to regularly assigned engineers with seniority prior to October 31, 1985 who report directly to Alfalfa. The 20 minute payment will be paid to all engineers (pre or post October 31, 1985) who fill vacancies at Alfalfa and who report directly to that location at the call time.

9. AGREEMENT COVERAGE:

A) The SP-West modified collective bargaining agreement will apply throughout the hub.

B) The current application of the National Agreement provisions regarding road work and Hours of Service relief in the combined road/yard service zone shall continue to apply. Yard crews at any location within the hub may perform such service in all directions out of their terminal.

C) Rate Progression: Engineers assigned to the Southwest Hub seniority roster with a seniority date prior to March 24, 1999 shall have entry rate provisions waived. Engineers establishing seniority in hub after that date shall be subject to the rate progression provisions of the SP-West agreement.

D) Twenty-five mile zone: At their initial terminal, pool crews may receive their train up to twenty-five miles on the far side of the terminal and run on through to the destination terminal. For such service, pool crews will be paid on a minute basis for time spent in the twenty-five mile zone, with a minimum of ½ basic day.

E) Turnaround Service/Hours of Service Relief: Turnaround Hours of Service Relief, at both the home and away-from-home terminals, will be performed by the extra board, if available, prior to using pool crews. This does not prevent the use of other crews, such as yard crews, entitled to perform such service.

F) For purpose of vacation, payment of arbitrables and personal leave days, engineers will be treated as though all their service on their original railroad had been performed on the merger railroad.

G) SP(EL) and SSW engineers who have earned their vacation for year 2000 in 1999 will be allowed to take the number of weeks provided in the pre-implementation vacation agreement for the year 2000.

10) **FAMILIARIZATION:**

A) Engineers whose assignments require performance of duties in a new geographic territory not familiar to them will be given familiarization opportunities as quickly as possible. Familiarization may begin subsequent to the effective date, but prior to implementation, of the Souther Hub agreement. Required familiarization will be accomplished by calling a qualified engineer of Manager of Operating Practices to work an unfamiliar territory. The number of trips necessary will vary with terrain and tonnage differences. Issues involving familiarization will be handled with the local operating officers.

B) Engineers who work their assignment (road or yard) accompanied by an engineer taking a familiarization trip shall be paid one hour at the pro-rata rate, in addition to all other earnings for the tour of duty. This payment shall not be used to offset extra board guarantee. The provisions of 3(a) and (b) Training Conditions of the System Instructor Engineer Agreement (not responsible) shall apply to the regular engineer when the engineer taking the familiarization trip operates the locomotive.

11) **HEALTH AND WELFARE:**

UP employees who are coming under the coverage of a new CBA will have six months from implementation to make an election to keep their current medical coverage (UP Hospital Association) or come under the coverage of the National Plan. Employees who do not make an election will be deemed to elect to retain their current coverage. Employees hired after the date of implementation will be covered under the National Plan.

12) **PROTECTION:**

Protection features of the Southwest Hub are not summarized here.

Prepared by:
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