

## **BLE QUESTIONS AND ANSWERS SOUTHWEST HUB**

### **Article I -SOUTHWEST HUB**

Q1. How far west of Yuma may a Southwest Hub engineer work?

A1. As far as Niland for hours of service work and the area of assignments that go on duty at Yuma and El Centro when they hold those assignments or fill them on a short term vacancy basis.

Q2. When the language says "not including" a point may engineers work into that point and if so what work may they do.

A2. Yes, engineers may work into those points. For example, LA Hub pool engineers may work into Yuma and perform any work permitted by applicable agreements for that class of service with Yuma as their final terminal.

### **Article II - SENIORITY AND WORK CONSOLIDATION**

Q3. How long will prior rights be in effect?

A3. These will be phased out at differing times depending on the type of service.

Q4. Are full time union officers including full time state legislative board representatives, Company officers, medical leaves and those on leave working for government agencies covered under Article II, F?

A4. Yes.

Q5. How many engineers are covered by the inactive roster referenced in Article II.F?

A5. The "inactive roster" noted in Article II.F, refers to the status of engineers who are not in active service who pre-merger were on a UP/SSW/SPEUEP&SW or SPWL roster with rights to work in the Southwest Hub. Such engineers include those on leave of absence for government, union and company service, medical leave including disability, etc. Because those engineers have rights to exercise seniority upon return to-active service but may not do so from inactive status, such engineers will be required to select a Hub upon their return to active service. It is not possible to predict the number of people who may return from inactive status and, thereafter, the Hub that such people may select upon their return. Therefore, eligibility to mark up in a Hub must be determined for each individual upon that individuals return to active status.

Q6. Does the "earliest retained hire date" in Article II B (1) refer only to an operating craft date?

A6. No, it refers to the earliest retained hire date regardless of position. However if an engineer took an allowance that required them to relinquish that seniority then that date would no longer apply.

Q7. When the new rosters are created, will there be any distinctions between former UP, SSW, SPEL, EP&SW and SPWL engineers?

A7. No, for assignments filled from the zone roster. Pool and yard prior right assignments will be from different pre merger rosters.

### **ARTICLE III - POOL/ASSIGNED SERVICE OPERATIONS**

Q8. Will existing pool freight terms and conditions apply on all pool freight runs?

A8. Blue print provisions will, however the terms and conditions set forth in the surviving collective bargaining agreements and this document will govern other provisions.

Q9. How will the crews know the miles of the new assignments?

A9. The parties will meet and review the mileage and a chart will be given to timekeeping, Local Chairmen and posted at various locations.

### **ARTICLE IV - EXTRA BOARDS**

Q10. How many extra boards will be established at implementation?

A10. The number is not known at this time. There will be a phase in of the familiarization process and they will be consolidated and established as this process proceeds, however the two extra boards at El Paso will be established at implementation.

Q11. Are these guaranteed extra boards?

A11. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement.

Q12. When will the Yuma extra board cover all the assignments provided for in this agreement.

A12. When this Agreement is implemented and notice is served to combine the extra boards.

### **ARTICLE V - TERMINAL CONSOLIDATIONS**

Q13. Are the national road/yard Zones covering yard engineers measured from the new terminal limits where the yard assignment goes on duty?

A13. The new terminal/station limits where the yard engineer goes on duty will govern.

### **ARTICLE VI - AGREEMENT COVERAGE**

Q 14. When the surviving CBA becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in the Southwest Hub?

A14. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date.

Q15. How will vacations for 2000 be handled?

A15. Vacations for 2000 will be scheduled at the end of 1999 under the provisions of the then prevailing agreements.

Q16. If an engineer in the 25 mile zone is delayed in bringing the train into the original terminal so that it does not have time to go on to the far terminal, what will happen to the engineer?

A16. Except in cases of emergency, the engineer will be deadheaded on to the far terminal.

Q17. Is it the intent of this agreement to use engineers beyond the 25 mile zone?

A17. No. These provisions only apply to outbound engineers at their initial terminal within 25 miles of the initial terminal.

Q18. In Article VI. B., is the 1/2 basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance?

A18. No, it is subject to future wage and COLA adjustments and it is not a duplicate payment/special allowance and thus applies equally to pre and post 1985 engineers and engineers hired/promoted subsequent to the provisions of this agreement.

Q19. How is an engineer paid if they operate in the 25 mile zone?

A19. If an engineer is transported to his/her train 10 miles East of Vaughn and takes the train to El Paso and the time spent is one hour East of Vaughn and 11 hours between Vaughn and El Paso with no initial or final delay earned, (total time on duty 12 hours) the engineer shall be paid as follows:

A. One-half basic day for the service East of Vaughn because it is less than four hours spent in that service.

B. The road miles between Vaughn and El Paso.

C. Overtime, if any, based on the governing CBA provisions, calculated on the miles between Vaughn and El Paso and the 11 hours travel time between those two points.

Q20. Are miles in the 25 mile zone added to the district miles of the run?

A20. No, and time spent in the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply in lieu of the minimum four hour payment.

EXAMPLE: An engineer on a 130 mile run works 6 hours in the 25 mile zone and 7 hours completing their trip to the far terminal. The engineer shall compute his/her time in two ways:

1. 6 hours at straight time in the 25 mile zone and 130 miles for the 7 hours (straight time) on the 130 mile trip; or

2. 13 hours on duty for a 130 mile trip, eight hours at straight time and 5 hours overtime;

And shall be paid the greater amount.

Q21. How will initial terminal delay be determined when performing service in the 25 mile zone?

A21. Initial terminal delay for engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not recommence when the engineer operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point.

Q22. Is it the intent of this agreement to use engineers in the 25-mile zone if not qualified to operate on that territory?

A22. No, it is not the intent of this agreement to require engineers to operate against their will within the 25 mile zone if not qualified on such territory.

Q23. If the away from home terminal is outside this Hub will the 25 mile zone rule apply?

A23. If the away from home terminal is in a Hub that also has a 25 mile zone rule then this rule will apply for Southwest engineers while at the away from home terminal. If the away from home terminal is in a Hub or non merged area that does not have a similar rule then the rule will not apply while at that away from home terminal.

Q24. Where is the 25 mile zone measured from?

A24. The same terminal limits as used by yard crews in their road/yard zone.

Q25. Does the language of VI B 3 prohibit the use of pool freight engineers in straight away combination dead head/service from picking up a train whose engineer had earlier expired under the Hours of Service Act?

A25. No, the language of Article VI B 4 clearly preserves that service. The language of VI B 3 provides that extra boards will be used before pool engineers in turnaround hours of service relief and does not require that they be used prior to pool engineers in straight away service.

Q26. May engineers run through their destination terminal up to 25 miles?

A26. No, the twenty-five mile provisions are only for obtaining a train on the far side of a terminal and not for running through their destination terminal.

Q27. How will an engineer be paid who is used in the twenty-five mile zone to obtain a train, brings the train into the original on-duty terminal (now an intermediate point) and then deadheaded on to the far terminal because of insufficient time to continue with the train?

A27. The engineer will be paid under the twenty-five mile provisions for the work in that Zone and deadheaded in combination dead head/service. For example on a run of 190 miles, if an employee worked 8 hours in the 25 mile zone and then deadheaded on to the far terminal they would be paid 8 hours plus 190 miles. Engineers will be deadheaded to the far terminal in these situations.

## ARTICLE VII – PROTECTION

Q28. What rights does an engineer have if he/she is already covered under labor protection provisions resulting from another transaction?

A28. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineers may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that an engineer may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction. Those receiving ID protection as a result of the implementation of the service to Vaughn may revert to any modification protection if they have any remaining when their ID protection ends.

Q29. How will reductions from protection be calculated?

A29. In an effort to minimize uncertainty concerning the amount of reductions and simplify this process, the parties have agreed to handle reductions from New York Dock protection as follows:

1. **Pool freight assignments** - 1/15 of the monthly test period average will be

reduced for each unpaid absence of up to 48 hours or part thereof. Absences beyond 48 hours will result in another 1/15 reduction for each additional 48 hour period or part thereof.

2. **Five day assignments** - 1/22 of the monthly test period average will be

reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/22 reduction for each additional 24 hour period or part thereof.

3. **Six & seven day assignments** - The same process as above except 1/26

for a six day assignment and 1/30 for a seven day assignment.

**NOTE:** There shall be no offset from protection for rest days on five day and six day assignments.

4. **Extra board assignments** - 1/30 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof.

Absences beyond 24 hours will result in another 1/30 reduction for each additional 24 hour period or part thereof.

**NOTE:** Absences on the extra board shall be calculated from the time of unavailability (layoff, missed call, etc) until the next time called for service. For example: If an engineer lays off on Monday at noon, marks up the next day, Tuesday, and does not work until 2 AM on Wednesday, then they shall be off for protection purposes for thirty-eight (38) hours and shall be deducted 2/30 of their protection.

Q30. Why are there different dollar amounts for non-home owners and homeowners?

A30. New York Dock has two provisions covering relocating. One is Article 1, Section 9, Moving Expenses and the other is Section 12, Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.

Q31. Why is there one price on loss on sale of home

A31. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or want to go through the procedures to claim the loss under New York Dock.

Q32. What is loss on sale of home for less than fair value?

A32. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q33. If the parties cannot agree on the loss of fair value what happens?

A33. New York Dock Article 1, Section 12(d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q34. What happens if an engineer sells the home for \$20,000 to a family member?

A34. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q35. What is the most difficult part of New York Dock in the sale transaction?

A35. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.

Q36. Who is required to relocate and thus eligible for the allowance?

A36. An engineer who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger. This excludes engineers who are

borrow outs or forced inside the Hub and released and engineers who have to exercise seniority due to a non merger event.

Q37. Are there any seniority moves that will be treated as required to relocate?

A37. Yes and the following is an example:

Example 1 The El Paso portion of the Tucson-El Paso pool is moved to Tucson. Senior engineers from El Paso who bid in the turns in Tucson are eligible for the allowance.

Example 2: The same turns are moved, however, a more senior engineer on a Lordsburg Local makes application for one of the turns. While this engineer may receive a relocation allowance,

the filling of his/her assignment will be a seniority move and the Carrier is not required to pay an additional allowance.

Q38. Are there mileage components that govern the eligibility for an allowance?

A38. Yes, the engineer must have a reporting point farther than his/her old reporting point and at least 30 highway miles between the current home and the new reporting point and at least 30 highway miles between reporting points.

Example 1: If the on-duty point for road engineers is relocated from one part of El Paso to another location in the terminal, both within the same Terminal, this does not trigger a relocation allowance.

Example 2: An engineer's home is in Tucson but he/she has worked the pool with an on duty point at El Paso. When the pool turn is transferred to Tucson the engineer is now closer to their home and is not entitled to a homeowners relocation allowance.

Q39. At what time did an engineer need to be a home owner to qualify as a home owner for relocation purposes?

A39. New York Dock protects home owners due to loss on sale of home that are caused by the merger. While other Hubs had an earlier date, due to the time lapse between the first and this Hub the Carrier has agreed to cover as home owners those who owned a home on or before October 1, 1998.

Q40. Will engineers be allowed temporary lodging when relocating?

A40. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.

Q41. Are there any restrictions on routing of traffic or combining assignments?

A41. There are no restrictions on the routing of traffic in the Southwest Hub once the 30 day notice of implementation has lapsed. There will be a single collective

bargaining agreement and limitations that currently exist in that agreement will govern (e.g. radius provisions for road switchers, road/yard moves etc.). However, none of these restrictions cover through freight routing. The combining of assignments between the Carriers is covered in this agreement and is permitted.

Q42. Will the Carrier offer separation allowances?

A42. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations.

Q43. How will Union Officers TPA's be established?

A43. The Carrier will average the two above and two below (on the pre-merger rosters) in the same class of service. If greater than their regular TPA it shall be used. Engineers with unusually high or low TPA's will not be considered.

Q44. How will an engineer be advised of their test period earnings?

A44. Test period averages will be furnished to each individual and the General Chairmen.

Q45. Is vacation pay received during the test period considered as compensation?

A45. Yes, and used to determine if the TPA has been reached for the month when paid.

Q46. Regarding the above question, if an engineer is on vacation the entire month and the vacation pay thereof is less than his TPA, would he be entitled to draw a displacement for the difference?

A46. Yes.

Q47. How is length of service calculated?

A47. It is the length of continuous service an engineer has in the service of the Carrier with a month of credit for each month of compensated service.

Q48. If an engineer has two years of engineer's service and three years of conductor service, and one year of clerical service how many years of NYD protection will they have?

A48. Six.

Q49. How will the engineers know which jobs are higher rated?

A49. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q50. Will specific jobs be identified in each grouping?

A50. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.

Q51. If an engineer has worked full time in yard service during the test period, will they have to place in road service if it is the highest paying assignment to keep from having offsets?

A51. Recognizing that some engineers have spent considerable time in the yard and have not been on the road in some time, the Carrier will allow these engineers to remain in yard service. It will be the responsibility of the Local Chairmen to identify these individuals. This does not apply to other assignments nor to engineers who worked both in the yard and on the road even if the road service was emergency road service.

Q52. If an engineer has started their NYD protection in another Hub and they elect to place in the Southwest Hub will they start their NYD protective period over?

A52. No, they will continue on with the same time period that started with the implementation of the other Hub.

Q53. If an engineer is displaced does an offset to his/her TPA begin immediately upon being notified?



A53. By agreement between the parties, the Carrier will allow an engineer up to three hours after being notified to make a displacement without an offset being applied.

Q54. If an engineer is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?

A54. An engineer's reduction from New York Dock protection would not commence until notification or attempted notification by telephone or in person using normal call procedures. The reduction would continue until the engineer placed himself/herself. Computer records will be referred to when needed.

#### **Article IX –FAMILIARIZATION**

Q55. Are there a set number of trips that an engineer will take in learning new territory?

A55. No, since engineers have differing experiences the number of trips will vary and the local chairmen will work with local operating officers on the number and type of trips needed.

Q56. An engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise seniority or be forced to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?

A56. Yes, no matter how much time has elapsed from date of implementation of this Agreement.

Q57. Who will approve an engineer as being properly familiarized on a new territory?

A57. An engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, parts 240.127 and 240.129.

Q58. If an unqualified extra engineer stands first out for an assignment and the next extra engineer is qualified, may the first out extra engineer be run-around?

A58. No, however the Carrier will attempt to place engineers unfamiliar with extra board assignments on a familiarization board (paid the same as if on the extra board) to learn the area prior to marking up on the extra board. If the above happens then the Carrier may call the next out engineer to be a pilot, use a qualified officer to ride with them or use one of the peer training engineers.

Q59. If the next out engineer is used as a pilot, how shall they be compensated?

A59. The same as if they had operated the train plus the one hour payment in Article VIII, D.

#### **Article X – IMPLEMENTATION**

Q60. On implementation will all engineers be contacted concerning job placement?

A60. No, the implementation process will be phased in and engineers will remain on their assignments unless abolished or combined and then they may place on another assignment. When the Carrier posts the notice on pool changes and increases and decreases in extra boards

Local Chairman will assist in handling the bidding, application and placement process at that time and engineers may be contacted for placement if insufficient bids/applications are received. The new seniority rosters will be available for use by engineers who have a displacement.

Q61. Are the road switchers that go on duty in the Imperial Valley remaining in the LA Hub?

A61. Yes, however short term vacancies will be protected from the Yuma Extra Board.

Q62. During the execution of this Agreement, it is possible that the parties may discover errors or omissions relating to mile post designations, crew district mileage, etc. Is it the intent of either party to hold the other party to such items because there was simply not time to verify them for accuracy?

A62. No, these type of clerical errors may be corrected when discovered.

Q63. Can an engineer be forced outside the Hub?

A63. There are not provisions in this agreement that permits an engineer to be forced outside the Hub.

Q64. What date determines what zone an SPWL engineer was working for establishing zone rights at implementation?

A64. The location an engineer was working on March 24, 1999 establishes zone rights.

Q65. On implementation day will the SPWL mountain rate apply to the Alpine pool run.

A65. Yes, because the grade meets the requirements for the payment.

Q66. When Tucson-Phoenix turnaround service is implemented how shall an engineer know that he/she is operating in turnaround service as opposed to straight away service?

A66. Engineers will usually be notified at call time, however this does not prevent the changing of calls prior to leaving a terminal.