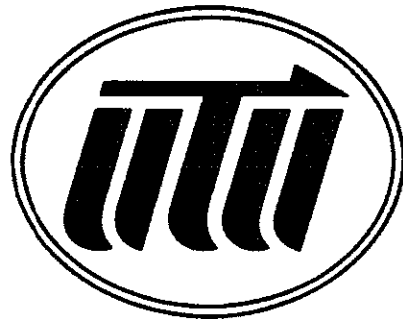


**AGREEMENT**  
**of**  
**OCTOBER 31, 1985**  
**between railroads represented by the**  
**NATIONAL CARRIERS' CONFERENCE COMMITTEE**  
**and**  
**employees of such railroads**  
**represented by the**  
**UNITED TRANSPORTATION UNION**



**ARTICLE IV - PAY RULES**

**Section 6 - Rate Progression - New Hires**

**Section 6 - Rate Progression - New Hires**

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

UNITED TRANSPORTATION UNION  
NATIONAL AGREEMENT  
OCTOBER 31, 1985

AGREED UPON  
QUESTIONS AND ANSWERS

**Article IV**

**Pay Rules**

**Section 6**

**Q's & A's**

UNITED TRANSPORTATION UNION  
R&S DEPARTMENT  
AUGUST 25, 1986

ARTICLE IV (UTU)

Pay Rules

Section 6

Section 6 - Rate Progression - New Hires

"In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in train or engine service is established after the date of this Agreement will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty."

Q-1: An employee, hired on December 1, 1985, works 6 tours of duty per month and, accordingly, on December 1, 1986 he will have worked 72 tours of duty. If he continues to work 6 tours of duty per month and on January 10, 1987 he will have worked his 80th tour of duty, will he be entitled to an increase to 80% of the regular rate effective January 11, 1987?

A-1: Yes.

\* \* \* \* \*

Q-2: An employee hired subsequent to the effective date of the UTU Agreement performs his 79th tour of duty on the 365th day following his date of hire.

(a) When would this employee receive a 5% increase in rate progression?

(b) Would a new 365/80 qualifying period then begin?

A-2: (a) After performance of the 80th tour of duty.

(b) Yes.

\* \* \* \* \*

Q-3: An employee hired subsequent to the effective date of the UTU Agreement attains his 80th tour of duty 240 days after entering service. Would this employee receive the 5% increase at that time or at the expiration of 365 calendar days?

A-3: At the expiration of 365 calendar days.

\* \* \* \* \*

Q-4: Is it intended that the 365 calendar day period be continuous without interruption, such as furlough, injury, illness, suspension resulting from disciplinary action, etc?

A-4: Yes, however, a subsequent 365 calendar day period for purposes of this rule would not commence until the involved employee attains his 80th tour of duty.

\* \* \* \* \*

Q-5: An employee hired subsequent to the effective date of the UTU Agreement performs his first tour of duty on January 1, 1986 and completes his 80th tour of duty on January 5, 1987. Would this employee receive a 5% increase after completion of his 80th tour of duty on January 5, 1987 or will he have forfeited the increase by failing to make the 80 tours of duty within the 365 day period, January 1, 1986 - January 1, 1987?

A-5: The 5% increase would be applicable following the 80th tour of duty, i.e., as of January 6, 1987.

\* \* \* \* \*

Q-6: If an employee subject to the entry rate provisions of this Article is disciplined, and such discipline is subsequently set aside with pay for time lost, will such pay for time lost be credited toward the 80 tours of duty in a 365 calendar day period?

A-6: Yes.

\* \* \* \* \*

Q-7: In application of Section 6, when an engine service employee is placed on the bottom of the appropriate ground service roster in compliance with Section 2, Establishing Brakeman Seniority, of Article XIII - Firemen or a train service employee transfers to engine service on or after November 1, 1985, is such employee considered a new employee and subject to the entry rate provisions?

A-7: No. This section is intended to apply solely to "new hires" who had not established seniority in train or engine service on that railroad.

\* \* \* \* \*

Q-8: If an employee does not have 80 tours of duty at the end of a 365 day period, will the 365 days be extended until 80 tours are accumulated and at that point a new 365 day period would commence?

A-8: Yes.

\* \* \* \* \*

**SIDE LETTER NO. 5**

*from the*

**October 18, 1994**

**New Hire Training Agreement**

October 18, 1994

Mr. J. G. Bailey General Chairman  
United Transportation Union  
8100 Marty, Suite 100  
Overland Park, KS 66204

Dear Sir:

**SIDE LETTER NO. 5**

In our meetings concerning the Memorandum Of Agreement for the Brakeman/Helper Training Program and Conductor/Foreman Promotion Program we discussed the possibility of paying post October 31, 1985 ground service employees on the Eastern Lines (excluding Northern & Southern Divisions) at the full rate for conductor and foreman when working as a conductor or engine foreman. We have agreed that the following will apply:

Notwithstanding the provisions of Article IV, Section 6 of the October 31, 1985 UTU National Agreement and Article IV, Section 5 of the November 1, 1991 UTU Implementing document "A" (PEB 219), employees who establish seniority subsequent to October 31, 1985, will not be covered by said articles when working as a conductor or engine foreman (foreman includes herder).

Please signify your agreement by signing below.

Yours truly,

*John J. Fleps*  
John J. Fleps  
Vice President - Labor Relations

**Agreed :**

*J. G. Bailey*  
General Chairman, UTU (CT&Y)