

# **AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

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This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will


be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)

- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

  
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**GENERAL CHAIRMAN, IBEW**

**FOR THE:  
UNION PACIFIC RAILROAD**

  
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**GENERAL DIRECTOR LABOR RLNS**