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## KUTAK ROCK

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July 1, 1999



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### VIA FEDEX

Secretary  
Surface Transportation Board  
Attention: David Konschnik  
1925 K Street, N.W.  
Washington, D.C. 20423-0001

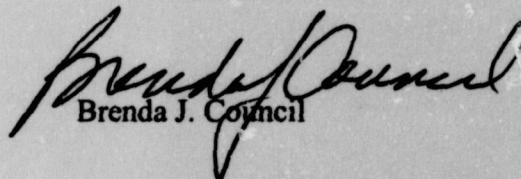
Re: Finance Docket No. 32760 - Sub No. 34  
In the Matter of: Union Pacific Corporation, Union Pacific Railroad Company  
and Missouri Pacific Railroad Company - Control and Merger - Southern Pacific  
Rail Corporation, Southern Pacific Transportation Company, St. Louis  
Southwestern Railroad Company, SPCSL Corp. and The Denver and Rio Grande  
Railroad Company

Dear Mr. Konschnik:

Enclosed please find the original and 11 copies of Union Pacific Railroad Company's  
Opposition To Petitioners' Motion For Extension Of Time To Appeal Arbitration Award, along  
with the original and 11 copies of the Declaration of A. Terry Olin for filing in the above-  
referenced matter.

If you should have any questions or require further documentation, please do not hesitate  
to call me.

Very truly yours,

  
Brenda J. Council

lat

Enclosures



BEFORE THE  
SURFACE TRANSPORTATION BOARD

FINANCE DOCKET NO. 32760 (Sub-No. 34)



UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY  
AND MISSOURI PACIFIC RAILROAD COMPANY  
-CONTROL AND MERGER-  
SOUTHERN PACIFIC RAIL CORPORATION,  
SOUTHERN PACIFIC TRANSPORTATION COMPANY, ST. LOUIS  
SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP. AND THE  
DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

(Arbitration Review)

UNION PACIFIC RAILROAD COMPANY'S  
OPPOSITION TO PETITIONERS' MOTION FOR EXTENSION OF TIME TO  
APPEAL ARBITRATION AWARD

Brenda J. Council  
Kutak Rock  
The Omaha Building  
1650 Farnam Street  
Omaha, Nebraska 68102  
(402) 346-6000

Attorney for Union Pacific Railroad  
Company

UNION PACIFIC RAILROAD COMPANY'S  
OPPOSITION TO PETITIONERS' MOTION FOR EXTENSION OF TIME TO  
APPEAL ARBITRATION AWARD

Union Pacific Railroad Company ("Union Pacific") hereby opposes the Motion for Extension of Time to Appeal Arbitration Award filed by E.E. Schoppa, on behalf of themselves and all others similarly situated ("Petitioners"), on June 23, 1999. The Petitioners' request for an extension of time to appeal the arbitration award is wholly lacking in merit and, therefore, should be denied.

I.  
INTRODUCTION

This matter involves the implementation of the coordination of operations and workforces of Union Pacific and its affiliates, and Southern Pacific Transportation Company ("Southern Pacific") and its affiliates in the territory comprising the Houston, Texas, Hub ("Houston Hub") in connection with the merger of those two railroads, which was approved by the Surface Transportation Board ("Board"). Union Pacific Corp. - Control and Merger - Southern Pacific Transportation Co., STB Finance Docket No. 32760 No. 44 (served August 12, 1996). The coordination is being implemented pursuant to the implementing agreement that Union Pacific and the United Transportation Union ("UTU") agreed upon following negotiations conducted under Article I, Section 4 of New York Dock.

By correspondence dated September 18, 1996, and February 19, 1997, Union Pacific served notice to the UTU, pursuant to Section 4 of the New York Dock conditions, of its intent to consolidate the operations and workforces of Union Pacific and Southern Pacific at the Houston Hub. Union Pacific and the UTU successfully negotiated a merger implementing agreement for



the Houston Hub, which was executed on June 11, 1997 ("Merger Agreement"). (Declaration of A. Terry Olin ("Olin Decl."), Para. 3a.).

In August, 1997, Union Pacific and the UTU commenced preparations for implementing the Merger Agreement, including the joint preparation of the Houston Hub zone seniority rosters. (Olin Decl., Para 3b.). During the course of those preparations, Union Pacific received complaints from certain employees and UTU officers regarding preparation of the seniority rosters. While Union Pacific and the UTU made efforts to resolve the complaints regarding the seniority rosters, implementation of the Houston Hub proceeded and was completed on February 1, 1998. (Olin Decl., Para. 3b.,3c.).

On April 2, 1998, the UTU served notice to Union Pacific of its intent to progress the dispute over the application of the Merger Agreement relative to the merger of seniority to arbitration pursuant to Article I, Section 11 of New York Dock. (Olin Decl., Para. 3c.). Roy J. Carvatta was appointed by the National Mediation Board as the neutral member of the Arbitration Committee to hear the this dispute. Following the arbitration hearing, which was held on September 1, 1998, Arbitrator Carvatta rendered his decision. In the arbitration award dated November 17, 1998 ("Carvatta Award"), a true copy of which is attached hereto as Attachment A, Arbitrator Carvatta ruled that the Merger Agreement required that eligible trainmen could exercise prior rights on only one zone roster at a time and, in accordance with Section G of Article II of the Merger Agreement, be awarded common seniority on all other zone rosters where no work equity was contributed. (Attach. A, pp. 2, 6). Arbitrator Carvatta then directed Union Pacific and the UTU to jointly make necessary adjustments to each zone roster to reflect the equity arrangement he determined to have been stipulated in the Merger Agreement. (Attach. A, p. 6). The UTU transmitted copies of the Carvatta Award to all affected UTU Local

Chairpersons and Secretaries and all UTU Vice Chairpersons by letter dated December 2, 1998. (Olin Decl., Para 4).

During the process of adjusting the Houston Hub seniority rosters as directed by the Carvatta Award, a question arose regarding the intended application of the Carvatta Award. Specifically, the issue was whether the Carvatta Award required employees possessing prior rights seniority to select permanently one zone in which to exercise such rights. As the means of resolving this issue, Union Pacific and the UTU agreed to seek a clarification/interpretation of the Carvatta Award by letter dated January 19, 1999. (Olin Decl., Para. 3d.). The UTU transmitted copies of the letter dated January 19, 1999, requesting the clarification along with additional copies of the Carvatta Award to all affected UTU Local Chairpersons by letter dated January 27, 1999. (Olin Decl., Ex. B). By letter dated January 28, 1999, the UTU further advised the affected Local Chairpersons that the Carvatta Award would be implemented when the Clarification was issued. (Olin Decl., Ex. C)

On February 1, 1999, Arbitrator Carvatta issued an "Arbitration Award - Interpretation" clarifying the prior rights seniority issue. ("Clarification"). A true copy of the Clarification is attached hereto as Attachment B. The Clarification provided that eligible trainmen maintained their prior rights seniority in the multiple zones, but they could only exercise their prior rights seniority on only one zone at a time. (Clarification, p. 3). The UTU transmitted copies of the Clarification, along with the Carvatta Award, to all affected UTU Local Chairpersons by letter dated February 10, 1999. (Olin Decl., Ex. D).

On March 22 and 23, 1999, Union Pacific and the UTU met to discuss implementation/application of the Carvatta Award and the Clarification. The parties reached an understanding with respect to the implementation/application, which was memorialized in a



Letter of Understanding dated March 29, 1999. (Olin Decl., Para. 3f.). By letter dated April 16, 1999, the UTU transmitted copies of the Letter of Understanding, along with copies of the Carvatta Award and the Clarification, to the affected UTU Local Chairpersons and outlined the plan for implementation. (Olin Decl., Ex. E). In order to insure that all trainmen in the Houston Hub were informed of the implementation processes, several copies of the April 16 letter were forwarded to the UTU Local Chairpersons for "posting and distribution." (Olin Decl., Ex. E, p. 2.).

Union Pacific and the UTU have endeavored to make the roster adjustments and corrections required in connection with the implementation/application of the Carvatta Award and the Clarification. Union Pacific intends to implement the Carvatta Award and Clarification mandate on or about July 1, 1999.

## II.

### ARGUMENT

Petitioner seeks the Board's review of the Carvatta Award and the Clarification. However, the Petitioner failed to file a petition for review within twenty (20) days of the issuance of either the Carvatta Award or the Clarification, as required by 49 C.F.R. Section 1115.8. Instead, the Petitioner filed a Motion for Extension of Time to Appeal Arbitration Award. Petitioner asserts that an extension of time is warranted because he was not advised of the Carvatta Award and had no notice of the required adjustments to the seniority rosters until June 4, 1999.

Contrary to Petitioner's assertion, the evidence establishes that he knew or, through reasonable diligence, should have known of the Carvatta Award for at least six (6) months. The Carvatta Award was distributed to Petitioner's UTU Local Chairperson on three occasions in

December, 1998, and January, 1999. (Olin Decl., Para. 4). In addition, the issuance of the Carvatta Award was announced in the February, 1999, Internet edition of the ANTI-INFO NEWS, which formerly had been published as the then UTU General Chairman's editorial column on the World Wide Web home page for the UTU Houston Hub General Committee. (Olin Decl., Para. 4). Finally, the Carvatta Award was the subject of discussion at UTU Local Lodge meetings, particularly with respect to the prior rights seniority issue, which is at the core of Petitioner's objection to the Carvatta Award. (Olin Decl., Para. 4). It is nothing short of incredulous for Petitioner to contend that there were no steps taken to advise him of the Carvatta Award.

The evidence further establishes that Petitioner knew or, through reasonable diligence, should have known of the impact of the Clarification on the Houston Hub zone seniority rosters since at least April, 1999. Additional copies of the April 16, 1999, letter from the UTU outlining the implementation of the Carvatta Award and the Clarification for the express purpose of "posting and distribution" to the affected trainmen. It is clear from these facts that any petition for review should have been filed more than thirty (30) days prior to Petitioner's filing of his Motion for Extension of Time. Therefore, the Petitioner's Motion for Extension of Time must be denied.

Petitioner further asserts that additional time to file a petition for review is needed to allow Arbitrator Carvatta to respond to his request of June 8, 1999, for clarification of the Carvatta Award and the Clarification. Assuming, only for the purposes of this Opposition, that the matters presented to Arbitrator Carvatta fall within his jurisdiction to further interpret/clarify the Carvatta Award and the Clarification, Petitioner will have the opportunity to raise any challenges he may have to any decision rendered, provided that he timely files a petition for



review. Thus, no extension of time to review the Carvatta Award and the Clarification is necessary.

III.

CONCLUSION

For the foregoing reasons, the Petitioner's Motion for Extension of Time to Appeal Arbitration Award should be denied.

Respectfully submitted,

By Brenda J. Council  
Brenda J. Council  
Kutak Rock  
The Omaha Building  
1650 Farnam Street  
Omaha, Nebraska 68102  
(402) 346-6000

CERTIFICATE OF SERVICE

I hereby certify that copies of Union Pacific's Opposition to Petitioner's Motion for Extension of Time to Appeal Arbitration Award was served this 1st day of July, 1999, by first-class mail, postage prepaid, upon the following:

JoAnne Ray, Esq.  
Woodard, Hall & Primm, P.C.  
7100 Chase Tower  
600 Travis  
Houston, Texas 77002

Clinton J. Miller, III, Esq.  
United Transportation Union  
14600 Detroit Avenue  
Cleveland, Ohio 44107-4250

## **Arbitration Committee**

**New York Dock - Merger Implementing Agreement - Houston Hub**  
(Pursuant To Article I, Section 11 of the New York Dock Conditions, STB Finance Docket No.32760)

**In the Matter of an Arbitration between:**

**UNITED TRANSPORTATION UNION**

**and**

**UNION PACIFIC RAILROAD COMPANY**

**FINDINGS  
AND  
AWARD**

### **ARBITRATION COMMITTEE:**

Roy J. Carvatta, Arbitrator, Chair and Neutral Member  
P. C. Thompson, International Vice President, UTU  
M. B. Futhy, Jr., International Vice President, UTU  
A. Terry Olin, General Director-Employee Relations Planning, UP  
W. B. Hutfies, Director - Manpower Planning & CMS Support, UP

### **APPEARANCES:**

#### **FOR THE UTU:**

R. J. Rossi, General Chairman  
C. L. Crawford, General Chairman  
L. W. Parson, Sr., General Chairman  
S. B. Rudel, General Chairman  
L. P. Barrilleaus, Vice Local Chairman

#### **FOR THE UP:**

A. Terry Olin, General Director-Employee Relations Planning  
W. B. Hutfies, Director - Manpower Planning & CMS Support



### **HEARINGS:**

Hearings were held at the Hilton Seattle, Seattle, Washington on September 1, 1998. Each party was represented and was given an opportunity to present its evidence and arguments, and to refute the evidence and arguments of the other party.

### **QUESTION AT ISSUE:**

Does Section B of Article II, which states in the pertinent part "(T)rainmen who contributed work equity to the territory comprising each zone shall be entitled to placement on such rosters and awarding of prior rights on that zone," mean that eligible trainmen can exercise prior rights on only one zone roster at a time and in accordance with Section G of Article II, be awarded common seniority rights on all other zone rosters where no work equity was contributed?"

### **BACKGROUND:**

On November 30, 1995, Union Pacific Corporation filed application with the Surface Transportation Board (STB) to merge the rail carrier controlled by Union Pacific Corporation (Union Pacific Railroad Company and Missouri Pacific Railroad Company) with the rail carriers controlled by the Southern Pacific Rail Corporation (Southern Pacific Transportation Company - Eastern and Western Lines, St. Louis Southwestern Railway Company, SPCSL Corporation, and Denver and Rio Grande Western Railroad Company).

The Surface Transportation Board approved the application in its decision in Finance Docket (FD) No. 32760. With its approval, the STB imposed the employee protective conditions contained in New York Dock (NYD).

Pursuant to the requirements set forth in Article I, Section 4 of NYD, the Carrier served notices on September 18, 1996, and February 19, 1997, advising the United Transportation Union (UTU) of its intent to merge the employees and operations of the involved carriers in the territory comprising the "Houston Hub". The parties met to negotiate the requisite implementing agreement. On June 11, 1997, the parties signed a NYD Merger implementing Agreement for the Houston Hub.

Thereafter, a dispute originated over the application of the Merger Agreement relative to merger of seniority (selection of forces).

The principals were unable to resolve the dispute. Arbitration proceedings were established pursuant to Article I, Section 11 of NYD to resolve the matter. Arbitrator was selected and appointed by the National Mediation Board, (NMB). Notice of hearing presented to all interested parties. Hearing conducted September 1, 1998.

### **POSITION OF THE CARRIER:**

Carrier avers there is no foundation for the position adopted by the UTU SPEL in this dispute. Carrier asserts a complete lack of Agreement language supporting the UTU SPEL position, the desired result of the UTU SPEL is diametrically opposite that intended by the Merger Agreement authors. The UTU SPEL position stands in contrast with that adopted by their brethren committees and with the results of the joint labor - management implementation process. UTU SPEL's case is predicated on a misplaced notion of equity in a merger proceeding and the desire to maintain a poorly disguised manipulation of the work equity process, the status quo, and effectively preclude integration of UP and SP forces in the Houston Hub. Such a result is directly contrary to the language of the Merger Agreement, Carriers representations to the STB, its decision in Finance Docket No. 32760, and the seniority arrangement sought by UTU SPEL.

Carrier rested its case on several points. The Language of Article II, Section B mandates assignments of prior rights to all trainmen who contributed work equity to a zone. The authors of Article II, Section B intended trainmen who contributed work equity in a zone to be assigned prior rights in the zone. That a majority of the involved parties agree the Houston Hub seniority rosters were properly prepared. The moving parties are attempting to use NYD dispute resolution process to obtain that which they could not achieve through collective bargaining and the moving parties have failed to establish an agreement foundation for their position(s) and accordingly to satisfy their requisite burden of proof as the moving party.

The Carrier states Article II, Section B of the Merger Agreement requires "...trainmen who contributed work equity to the territory comprising each zone shall be entitled to placement on such rosters and awarding of prior rights on that zone." Pursuant to this requirement, the parties determined the work equity contributed by each component roster for the zone(s) and assigned eligible trainmen from each of the component rosters to the prior rights roster. Carrier insists the language clearly instructs the parties to incorporate all "...trainmen who contributed work equity to the territory comprising the zone..." on the prior rights zone. Carrier insists the term "trainmen" is specifically intended to include all brakemen, switchmen, and conductors who performed work in, or hold seniority on a component (pre-merger) seniority district involved in the territory comprising the zone.



### **ORGANIZATION'S POSITION:**

The position of the Organization differs among the representatives of the involved employees.

UTU SPEL asserted the Carrier misapplied the Merger Implementing Agreement. The UTU SPEL in articulating its position averred the merger of seniority (selection of forces) was predicated on the percentage of work each group of employees brought to the table in each of the five zones and in each craft within each of the zones. The UTU SPEL argues that the issue was decided at the labor-management implementation process when the equity rosters were formulated and that the carrier erred when making assignments to the equity rosters. UTU SPEL insist the provisions of the Merger Agreement mandate trainmen occupy one equity position in a single craft on a single zone.

UTU TPMP Terminal endorsed the UTU SPEL position.

UTU TP, UTU MP and UTU Gulf Coast Lines argue that the implementation was correct, that the position taken by UTU SPEL was rejected during negotiations with the Carrier and that UTU SPEL's position does not reflect the intent of the Merger Agreement.

### **FINDINGS AND OPINION OF COMMITTEE:**

Absent a majority consensus of the intent of the negotiators of the Merger Agreement the Arbitrator must look to the language of the agreement to derive the meaning and purpose of the applicable agreement provisions.

Several items have been stipulated by the parties; pre-merger seniority was retained in the Houston Hub; the seniority merger arrangement (selection of forces) stems from equity jointly formulated and agreed to by all principals participating in the negotiations; and the zone rosters would be realigned annually.

The dispute originates from application of Section B of Article II "(T)rainmen who contributed work equity to the territory comprising each zone shall be entitled to placement on such rosters and awarding of prior rights on that zone," and from the principle of equity in merger proceedings.

The Houston Hub was divided into five zones. The percentage of equity for each of the component groups of employees was different in each of the five zones and different for each craft within the zone.

Article II, Section A dictates the territory to be included in each of the zones.

Article II, Section B dictates who will be eligible for assignment to the prior rights rosters in each zone.

The sections referred to above clarify the intent of the authors of the merger agreement. Trainmen who contributed work equity to a zone are entitled to placement on such rosters within the zone consistent with pre-merger seniority and the equity percentages agreed to. The agreement specifies "...entitled to placement on such rosters and awarding of prior rights on that zone." If it were the intent of the authors to restrict placement of trainmen to a particular craft roster within a zone then certainly the negotiators were capable of articulating such provisions in the Merger Agreement. They did not do so and the Arbitrator is powerless to amend the agreement.

As implemented, the equity arrangement is not in line with the language of the merger agreement when trainmen holding pre-merger seniority on multiple zones were given prior rights on all of the rosters in all (or multiple) zones. Equity is a work contribution principle. The well reasoned theory behind equity is that each component group has access to fill the number of assignments allotted to each component group by virtue of the equity derived from the amount of work brought to the consolidation. When trainmen who held seniority in a territory but not on an active work roster in that territory were placed on the equity roster, this stacked the deck against the true implementation of the equity agreed to by the parties. Had the instruction been to include "all" trainmen who held seniority, then that could have easily been so stated in the agreement. Such was not the case. The instruction was trainmen who contributed work equity to the territory comprising each zone shall be entitled to placement on such rosters.

Support for this conclusion is embodied in the language of Article II, Section B. This provision requires trainmen "...who contributed work equity to the territory..." will be placed on that zone roster and also "... (awarded) prior rights on that zone." It is neither conceivable or plausible a trainmen could contribute work equity simultaneously on all five Houston Hub zones. An employee not working in a zone cannot therefore hold prior rights seniority in both that zone and all others.

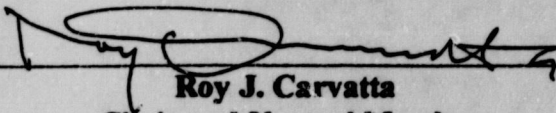
#### **AWARD:**

From the foregoing, it is clear that the parties have been unable to agree on the implementation of the agreement dated June 11, 1997. It is also obvious that one trainman cannot be in two places at one time and seniority rosters cannot be ratcheted on a daily basis. Any other interpretation would lead to chaos for the employees, Organization, and Carrier.



The question presented is answered in the affirmative, in accordance with the foregoing.

The parties should arrange to jointly make necessary adjustments to each zone roster to reflect the equity arrangement stipulated in the Merger Agreement and in concert with the Findings and Opinion of this Award. In order to see that this decision is properly implemented the Committee that comprised this tribunal retains jurisdiction over this dispute. Because of the unusual nature of the facts involved, this decision is limited to the Houston Hub.



\_\_\_\_\_  
**Roy J. Carvatta**  
**Chair and Neutral Member**

Chicago, Illinois  
November 17, 1998

## **Arbitration Committee**

### **NEW YORK DOCK MERGER IMPLEMENTING AGREEMENT - HOUSTON HUB**

**(Pursuant to Article I, Section F of the New York Dock Conditions imposed in STB Finance Docket No.32760)**

**In the Matter of Arbitration between:**

**UNITED TRANSPORTATION UNION**

**and**

**ARBITRATION AWARD—  
INTERPRETATION**

**UNION PACIFIC RAILROAD COMPANY**

### **ARBITRATION COMMITTEE**

R. J. Carvatta - Arbitrator, Chairman and Neutral Member  
P. C. Thompson - International Vice President, UTU  
M. B. Futhey, Jr. - International Vice President, UTU  
A. T. Olin - General Director - Employee Relations Planning, UPRR  
W. B. Hutfies - Director - Manpower Planning & CMS Support, UPRR

This Arbitration Committee rendered, in accordance with Article I, Section 11, of the New York Dock employee protective conditions, an Award, dated November 17, 1998, which addresses the following question:

*"Does Section 8 of Article 11, which states in the pertinent part '(T)rainmen who contributed work equity to the territory comprising each zone shall be entitled to placement on such rosters and awarding of prior rights on that zone' mean eligible trainmen can exercise prior rights on only one zone roster at a time and in accordance with Section G of Article 11, be awarded common seniority rights on all other zone rosters where no work equity was contributed?"*



In rendering this decision on this matter, the Arbitration Committee found, in relevant part, as follows:

*" . . . it is clear that the parties have been unable to agree on the implementing of the agreement dated June 11, 1997. It is also obvious that one trainman cannot be in two places at one time and seniority rosters cannot be ratcheted on a daily basis. Any other interpretation would lead to chaos for the employees, Organization, and Carrier."*

*"The question presented is answered in the affirmative, in accordance with the foregoing."*

*" The parties should arrange to jointly make necessary adjustments to each zone roster to reflect the equity arrangement stipulated in the Merger Agreement and in concert with the Findings and Opinion of this Award. In order to see that this decision is properly implemented the Committee that comprised this tribunal retains jurisdiction over this dispute. Because of the unusual nature of the facts involved, this decision is limited to the Houston Hub."*

Pursuant to the foregoing, the parties have requested clarification of this Committee's initial findings. By letter dated January 15, 1999, the parties requested clarification of the following question:

*"The issue requiring clarification focuses on the impact of the award on prior rights seniority possessed by Houston Hub trainmen and, specifically, whether its terms require employees possessing such rights to select permanently one zone in which to exercise their prior rights seniority. Accordingly, the parties submit the following question/issue for your clarification:*

*'Pursuant to the findings contained in the November 17, 1998 New York Dock Arbitration Award, do trainmen/yardmen who held premerger seniority, or who were granted zone prior rights seniority in connection with the Houston Hub Merger Implementing Agreement, in territory encompassed in more than one zone comprising the Houston Hub maintain prior rights in those (multiple) zones, or are said trainmen required to select only one (1) prior rights zone?' "*

In accordance with this tribunal's initial findings, a qualifying trainman's prior rights, if any, are established and governed by the language of the Houston Hub Merger Agreement. This tribunal is not empowered to eliminate or curtail any prior rights which eligible employees are entitled to receive or exercise. Thus, trainmen are not required to permanently select only one zone in which to exercise their prior rights seniority. Therefore, the answer to the above-posed question is that eligible trainmen maintain prior rights seniority in the multiple zones. Such trainmen can exercise their prior rights seniority on only one zone at a time and, according to Section G of Article II, common seniority on all other zones until the rosters are again ratcheted.

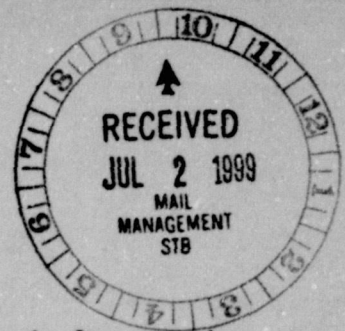
A handwritten signature in dark ink, appearing to read 'Roy J. Carvatta', is written over a horizontal line.

**Roy J. Carvatta**  
**Chair and Neutral Member**

Chicago, Illinois  
February 1, 1999



## **DECLARATION OF A. TERRY OLIN**



I, A. Terry Olin, pursuant to 28 U. S. C. Section 1746, declare the facts stated herein are known to me to be true, based on my personal knowledge or on information received in the ordinary course of the discharge of my employment responsibilities.

1. My name is A. Terry Olin. I am General Director - Employee Relations Planning for the Union Pacific Railroad Company ("UP"). My address is Room 332, 1416 Dodge Street, in Omaha, Nebraska. I have held this position since June 1, 1998. In this position, I have responsibility for various system-wide labor relations functions and activities, including handling of the instant matter. Prior to June 1, 1998, I held the position of General Director - Labor Relations, Southern Region. In that capacity, I had responsibility for the labor relations functions and activities for UP's Southern Region train and engine service employees. This included the geographic area comprising the Houston Hub. One of my responsibilities was to oversee and coordinate preparations for implementing the UP/SP New York Dock Merger Implementing Agreement ("merger agreement").

2. On June 25, 1999, I became aware that Attorney JoAnne Ray, on behalf of UP employee E. E. Schoppa, had filed a request on June 23, 1999, seeking an extension of the time to file an appeal to review an arbitration decision sought by Mr. Schoppa's designated representative -- the United Transportation Union ("UTU") -- in an arbitration proceeding carried out pursuant to Section 11 of New York Dock.

3. The facts leading to this request are described below:

a. In correspondence dated September 18, 1996, and February 19, 1997, to

UTU, UP served notice pursuant to Section 4 of New York Dock of its intent to consolidate Southern Pacific Transportation Company's employees and operations in southern Texas and Louisiana ("Houston Hub") with UP's employees and operations in that same area. UTU and UP successfully negotiated, and signed on June 11, 1997, a merger implementing agreement for the Houston Hub.

b. UP and UTU commenced preparations for implementing the merger agreement in August 1997. Pursuant thereto, UP and UTU jointly prepared the Houston Hub zone seniority rosters. At about that same time, UP started receiving complaints from certain employees and UTU officers that the seniority rosters were not properly prepared or were not in compliance with the intent of the merger agreement. Between August, 1997, and March, 1998, UP and UTU discussed the seniority roster complaints, but were unable to arrive at a mutually satisfactory resolution.

c. Despite these complaints, UP and UTU progressed with formulation of the rosters and implementation of the merger agreement. Implementation of the Houston Hub was completed on February 1, 1998. On April 2, 1998, UTU served notice of its intent to progress the matter to arbitration pursuant to Article I, Section 11 of New York Dock.

d. Arbitration hearings, with Mr. R. J. Carvatta serving as the neutral member, were held on September 1, 1998, in Seattle, Washington. Mr. Carvatta rendered his decision in an award dated November 17, 1998. In subsequent discussions with



UTU, a question arose regarding the intended application of this award. UTU and UP accordingly agreed to seek a clarification from Mr. Carvatta. In correspondence dated January 19, 1999, UP and UTU jointly asked Mr. Carvatta to clarify the one issue. That question was addressed in his "Arbitration Award - Interpretation" rendered on February 1, 1999.

f. UP and UTU met again in March 1999, to discuss implementation of the arbitration award and the attendant interpretation. During that session, UP and UTU reached an understanding, which was confirmed in correspondence dated March 29, 1999, regarding the method for implementing and applying the award.

g. UP and UTU have worked to make roster adjustments and corrections required in connection with application of the arbitration award. UP intends to implement the arbitration award mandate on or about July 1, 1999.

4. Contrary to Petitioner's assertions, steps were taken to advise Houston Hub trainmen of Mr. Carvatta's findings in this matter. Copies received in my office of correspondence sent by UTU's Houston Hub General Chairperson(s) to various UTU local officers unequivocally point to the fact the award was not kept secret and that employees knew it more than six months ago. In correspondence dated December 2, 1998, UTU General Chairperson Parsons transmitted a copy of the arbitration award to *"All Local Chairpersons & Secretaries"* and to all *"Vice Chairpersons."* A true copy of the December 2, 1998 letter is attached as Exhibit A. The arbitration award, along with the parties' joint request for a clarification by Mr. Carvatta, was again sent, in correspondence dated January

27, 1999, from UTU General Chairperson Hakey (who succeeded Mr. Parsons), to all Local Chairpersons in the Houston Hub. A true copy of the January 27, 1999 correspondence is attached as Exhibit B. The arbitration award was again referenced in correspondence dated January 28, 1999, to Houston Hub Local Chairpersons. A true copy of the January 28, 1999 letter is attached as Exhibit C. Similar letters transmitting or explaining the arbitration award were mailed by UTU on February 10, 1999, and April 16, 1999. True copies of the February 10, 1999 and April 16, 1999 letters are attached as Exhibits D and E, respectively.

In addition, a World Wide Web home page for UTU's Houston Hub General Committee contained regular updates on the handling and status of the seniority dispute and arbitration. In the September 1998 edition of "ANTI-INFO NEWS" (UTU General Parsons' editorial page on the committee's web site), special note was made on the first page that the seniority matter had been arbitrated on September 1. A true copy of the September, 1998 publication posted on the Internet is attached as Exhibit F. Although Mr. Parsons was not reelected to the General Chairperson position, he continued his "ANTI-INFO NEWS" editorial on a new Web site. In the February 1999 edition, he advised his Houston Hub readers of the rulings made by Mr. Carvatta. A true copy of the February, 1999 publication posted on the Internet is attached as Exhibit G. Articles regarding this arbitration award were contained in his "ANTI-INFO NEWS" as recently as the May 1999 edition. A true copy of the May, 1999 publication posted on the Internet is attached as Exhibit H.

Petitioner's representation that employees did not know the rosters would be revised under the arbitration award is inaccurate. This matter has been the subject of extensive and



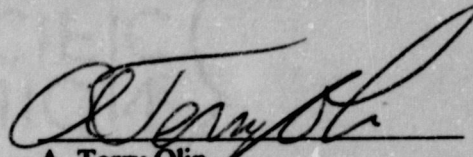
emotional discussions between this office, UTU officers and employees. Moreover, I have been advised by UTU that this has been the subject of extensive debate at local UTU lodge meetings.

5. Petitioner seeks to appeal the arbitration award and has requested, in correspondence from Attorney JoAnne Ray dated June 8, 1999, Mr. Carvatta to answer four additional "*... questions seeking interpretation and clarification of [the] ... findings and awards.*" The questions submitted by Attorney Ray constitute either new issues involving interpretation of the merger agreement or application of the New York Dock conditions or questions presented by General Chairman Parsons during the initial arbitration proceeding. Not one of the questions focuses on interpreting or clarifying the November 17, 1998 award. It is my opinion that inasmuch as Attorney Ray's questions are not requests for clarification, Mr. Carvatta is not empowered to rule on them and must be properly addressed in accordance with either the provisions of New York Dock or the Railway Labor Act, as appropriate.

6. Attorney Ray represents approximately 110 Houston Hub trainmen. This number constitutes about 8% of the total trainman population in the Houston Hub. It appears Ms. Ray's constituents seek to use the resources of the Surface Transportation Board to further embroil UTU and UP in a matter that affects only a small number of employees.

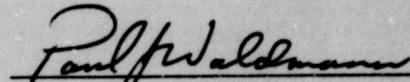
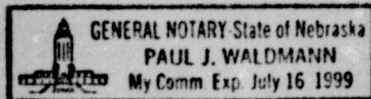
7. It is my opinion there is no need to extend the time to file an appeal to review the arbitration award. Ample notice and time have already been given to affected employees. The petitioners clearly seek to use the Surface Transportation Board as a forum to

circumvent established procedures for addressing these types of issues. Such issues, including the questions posed by Attorney Ray, are more properly handled under the dispute resolution mechanisms set forth in New York Dock or the Railway Labor Act.



A. Terry Olin  
Union Pacific Railroad Company  
Room 332  
1416 Dodge Street  
Omaha, NE 68179

Sworn to before me on this 30<sup>th</sup> day of June, 1999.

  
Notary Public



L. W. PARSONS, SR., GENERAL CHAIRMAN  
B. F. MANNING, ASSOCIATE GENERAL CHAIRPERSON  
A. B. MAY, VICE CHAIRPERSON  
R. C. WATSON, VICE CHAIRPERSON  
S. G. HIBDON, SECRETARY



400 RANDAL WAY  
SUITE 102  
SPRING, TEXAS 77388  
TELEPHONE (281) 681-6577  
FACSIMILE NO. (281) 388-6577

## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY

REFER TO: 2115 R

December 2, 1998

All Local Chairpersons & Secretaries

UTU-Locals: 20, 293, 524, 756, 937, 953, 1205,  
1337, 1458, 1524, 1836, 1892 & 1947

Dear Brothers & Sister:

Enclosed is copy of R. J. Carvatta's ruling received in our office this date, concerning the seniority issue in the Houston Hub. How it will be implemented will have to be determined after we study it and have several questions answered.

More information will be forthcoming as we find out.

Fraternally,

Larry W. Parsons, Sr.  
General Chairman

LWP/djm  
Encl.

cc: Vice Chairpersons

EXHIBIT "A"

D. L. HAKEY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEX-MEX)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, GC of AGO 577



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY *✓*  
REFER TO: 2115 R

January 27, 1999

All Local Chairpersons/Houston Hub  
UTU Locals: 20, 293, 524, 953, 1205, 1337  
1458, 1524, 1836, 1892 & 1947

Dear Sirs and Brothers:

Attached find copy of Award pursuant to Article I, Section 11 of New York Dock Conditions, STB Finance Docket No. 32760.

The Award is the result of a dispute involving implementation of the Houston Hub Merger Implementing Agreement.

Also attached, find copy of a request for clarification, which will impact implementation of the Award.

Fraternally,

D. L. Hakey  
General Chairperson

DLH/djm  
Encls.

EXHIBIT "B"



D. L. HAKEY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEX-MEX)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, GC of AGO 577



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY  
REFER TO: 2115 R

January 28, 1999

All Local Chairpersons/Houston Hub  
UTU Locals: 20, 293, 524, 953, 1205, 1337  
1458, 1524, 1836, 1892 & 1947

Dear Sirs and Brothers:

When Arbitrator R. J. Carvatta furnishes the requested clarification, the Arbitration Award pursuant to Article I, Section 11 of New York Dock, will be implemented. At that time, this office will address any outstanding seniority issues.

Please advise "in writing", with detailed information, any seniority issues that exist on your respective districts. If this information could be received by February 15, 1999, it would allow time to categorize and prepare for presentation to the Carrier.

Fraternally,

D. L. Hakey  
General Chairperson

DLH/djm

EXHIBIT "C"

D. L. HAKEY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEX-MEX)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, GC of AGO 577



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY *rk*  
REFER TO: 2115 R

February 10, 1999

All Local Chairpersons  
UTU/Houston Hub

RE: Roster Implementation Houston Hub

Dear Sirs and Brothers:

Enclosed find copy of the Award of Arbitration Committee pursuant to Article I, Section 11 of NYD, STB Finance Docket No. 32760.

After receipt of the Award referred to above, question was raised with respect to the meaning and application of the Award.

By letter dated January 19, 1999, (copy enclosed), the Arbitration Committee requested clarification of the Arbitrator's decision. Arbitrator R. J. Carvatta issued his Interpretation dated February 1, 1999, which is self-explanatory, (copy enclosed).

You will be advised of any implementation of the Award and Interpretation.

Fraternally,

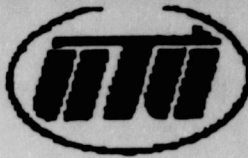
D. L. Hakey  
General Chairperson

DLH/djm  
Encl.

EXHIBIT "D"



D. L. HAKKY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEK-MIA)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, GC of A, GO 577



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY

REFER TO: 2115

April 16, 1999

All Local Chairpersons  
UTU/Houston Hub

RE: November 17, 1998 Arbitration Award - Merger  
Implementing Agreement - Houston Hub, pursuant to  
Article 1, Section 11 of NYD, STB FD 32760

Dear Sirs and Brothers:

Enclosed for your ready reference and review is copy of the November 17, 1998 Arbitration Award, the January 19, 1999 request for clarification, the February 1, 1999 Arbitration Award Interpretation and an unsigned copy of March 29, 1999 Letter of Understanding to implement the November 17, 1998 Arbitration Award and Interpretation.

The parties met in Omaha, Nebraska, March 22 and 23, 1999, to discuss implementation of the November 17, 1998 Arbitration Award and other seniority issues. The Carrier is currently adjusting the seniority rosters to reflect what the records indicate is the proper seniority standing of trainmen.

With regard to the November 17, 1998 Arbitration Award the attached unsigned March 29, 1999 Letter of Understanding reflects the parties agreement on the procedure to be followed to implement the Award. Consistent with the Award and Section 2 of the March 29, 1999 Letter of Understanding, the Carrier will establish an eligible employee's prior rights in the zone in which he or she is working on May 3, 1999.

Thereafter, the Carrier will furnish corrected seniority rosters for review. During the review process, CMS will continue to use the current seniority rosters for bid assignments, etc. The annual "ratchet" of the zone seniority rosters will be scheduled for July 1 of each year.

Section 5 of the March 29, 1999 Letter of Understanding outlines the precise procedure to be followed. Eligible trainmen desiring to exercise prior rights in a zone other than the one

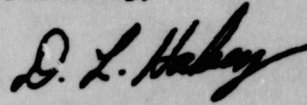
EXHIBIT "E"

March 26, 1999

established on May 3, 1999, must complete the attached form and follow the instructions on the form.

In order that all Houston Hub trainmen are informed of the implementation process, several copies of this correspondence are being included for posting and distribution.

Fraternally,

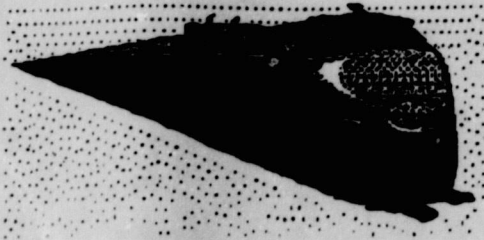


D. L. Hakey  
General Chairperson

DLH/djm  
Encls.

cc: UTU Local Presidents, Houston Hub  
UTU Local S/T, Houston Hub





# ANTI-INFO NEWS

Vol 7    September 1993    Issue 4

## ISSUE MOSTLY UPDATE

This month has been mostly a tedious & not very exciting one. Not that this is a bad thing after what we've had the last year. I'll settle for a little boredom, thank you. Most of this issue is updating items that were in last month's issue. There has been some movement so here we go!

## IGN AGREEMENT AT PRINTERS!!

This is not a misprint! The Carrier & this office finally got the agreement done & now the printer is falling behind on their work. Even so, the IGN Agreement should be in the mail as you read this. It was suggested by some cynical souls that we couldn't get the IGN printed for the printer turning out books on how to get your rest & sleep as well as feel good letters from Uncle Dick Davidson & his partner Jerry Davis. IT IS COMING!!!

## SP SENIORITY ARBITRATION

✓ On September 1, all of the involved parties met & held this arbitration. There was a lot of discussion & the arbitrator asked quite a few questions. One of them was how can the folks that made an agreement be there disagreeing on how it was supposed to be. Most of our discussion was addressing questions that would have to be answered if the seniority changes. There will be a bunch of questions to answer. The arbitrator promised to not delay a decision any longer than he had to so maybe we will have an answer soon. The Vice Presidents of the UTU were both there. They are the same men who have been working with the involved parties on the Hub negotiations from the very beginning so they know & understand this issue completely.

## PRODUCTIVITY/TPA DISPUTE

We are progressing with the TPA dispute as it relates to the former SP employees sharing in our

Productivity Fund. The Carrier & us have selected an arbitrator, Mr. F.X. Quinn. He is a long time arbitrator, one who knows railroading & how the system works. He will hopefully give us a fair shake. The date for the arbitration is November 23<sup>rd</sup> & will be held in Denver. Both sides have agreed on the question to arbitrate. It will simply be, "Are these men entitled to have this money as part of their TPA's?" Very simple. Again, remember that if Mr. Quinn says no, it doesn't end the fight. A "no" answer simply starts the discussion for the Carrier to justify to us the large amounts they are taking from our men's paychecks. And they can't do it.

### **SAN ANTONIO HUB**

On August 25<sup>th</sup>, we held the first meeting on the San Antonio Hub. It was a short one with the Carrier mainly just laying out a broad vision of what they think should be in the Hub. Needless to say, there were some things in there we didn't care for & some things we could live with. There is a lot of work to do. We will have to work out how to run rock assignments, two I/D runs, & the Dump Train business over much of Central Texas. Their proposal for the Dump Trains entailed running from Georgetown to 11 different destinations. (& some points in between). This is a merging of the old UP & SP Dump Train agreements, so there is work to be done there. Our big problem is they want San Antonio Hub crews to run to destinations in what will be 4 different Hubs!! We, of course, want the pie split between crews of these 4 Hubs, probably on an equity basis. We have some more ideas on what might work on these runs but I think it will be a workable idea. The Carrier has thrown some runs over newly acquired track rights into the mix that we didn't see coming, just to make it interesting. You know what the first & foremost question was that we discussed & that is "SENIORITY"!! I don't think you will see anything like we have here in the Houston Hub in the San Antonio Hub. There were several ideas kicked around but they all seemed to revolve around some type of dovetail, either by zone or by Hub. We are scheduled to meet again on October 13<sup>th</sup> for four days, so we'll have much more to report then.

### **FT. WORTH HUB**

While we were meeting in San Antonio, the Carrier informed us they intended to file notice on us shortly concerning the Ft. Worth Hub. This will put us negotiating two Hubs at the same time. This is difficult but it has been done already out west. We just have to keep good notes. With two Hubs being discussed it will slow us down somewhat & I doubt either Hub will be implemented until the Spring of 1999.

### **SUPERINTENDENT CHANGES**

Most of you will have noticed the Carrier is having its twice yearly managerial upheaval. For those of you who are new to the UP, it is written that as soon as a MTO or Supt. learns two dozen men's names by sight, they must be transferred & moved. These people are a real estate agents



dream! They have done away with Mr. Constanza's group & split it between Mr. Norman & Mr. Perry. Mr. Norman is in San Antonio & Mr. Perry is in Houston. Perry got credit for moving our gridlock west so maybe they thought if they expand his territory, he would shove it (the gridlock) into the Pacific. Naturally, when the operating department did it, Labor Relations couldn't resist either. So the new Labor Relations lady is gone again. We just barely get where they can remember our names & "phiff", they're gone. I certainly hope we get someone who can recognize one end of a boxcar from the other. This creates lots of problems because you start several projects & then everyone gets moved & you have to start all over again.

### **JUICY RETIREMENT RUMOR**

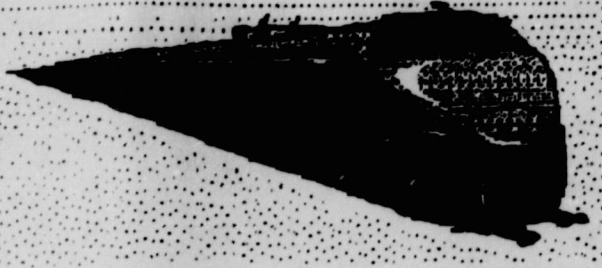
This is one bubble I really hate busting!! Some of our men have been quoting something that was seen on the BLE web site or somewhere about our retirement being lowered to a combination of 85 years. (30 years of service plus 55 years of age) I would love to do this (I was 21 years old when I hired out) but sad to say it ain't gonna happen!! First of all, Railroad Retirement can't afford to pay all of these middle aged men to take out at 55. If it did pass, it would lower our monthly checks so much you'd just have to get a real job. This would have to be approved by Congress & too many of ya'll have voted Republican for it to ever pass that vote. So. Sorry. Keep looking for #62. Or the Lottery!!

### **SAFETY ISSUES**

We have had a bunch of reports of problems as well as some men getting in trouble on the rabbit. Apparently, there are no quarter mile markers out there but the MOW gangs are putting out orders starting at MP 66.5. This makes it hard to find, especially when the gang does not properly display or doesn't display its warning boards at all. Watch out for this & report it when you find it. We have advised the carrier of this situation & are trying to get the markers put up. Two crews have gotten disciplined because of this. Isn't this just like the Carrier. Fails to protect us from a very hazardous accident, but holds us responsible for anything that comes of it.

Another heinous crime is men riding on bulkhead flats when making a long shove. I understand this was legal on the SP, but it is a "cardinal rule" violation & you will be shot for doing this, especially by some little MTO at Englewood who has made this his pet project. He has no problem with men doing this for 3 miles till he gets a witness to the incident, but then its "discipline time"!!!

Keep your eyes & ears open & let us know if there is a topic you'd like to see covered in the our next Anti-Info News.



# ANTI-INFO NEWS

Vol. 8

February 1999

Issue 1

Web Site: <http://www.antiinfo.com>  
Email Address: [lwpsr@antiinfo.com](mailto:lwpsr@antiinfo.com)

Editor & Responsible Party - L. W. Parsons, Sr. (All Views/Opinions Expressly My Own)

## NEW GENERAL CHAIRMAN!!!

In the General Committee meeting on Jan. 6<sup>th</sup>, the 25 Local Chairmen elected a new General Chairman. Bro. David Hakey, former SP Cond. from Beaumont was elected by a vote of 14 to 11. No one hid who they voted for & Brother Hakey was supported by 7 former SP Local Chairmen, the 3 Tex-Mex Local Chairmen, Ms. Hibdon from San Antonio, and the 3 Local Chairmen from DeQuincy with Bro. Overton nominating Bro. Hakey. The committee voted to redo the Bylaws of the Committee & abolish the position of Associate Gen. Chairman, doing away with the position Bro. Billy Manning had held. This was done "allegedly" to save money. The committee then created 4 Vice Chairmen jobs, to be used in the office on an "as needed" basis. (Paying them "lost time" vs. Billy's low salary) These jobs were given to Bro. Garza of the Tex-Mex, Bro. Moffit of the BNSF (HB&T at South Yard), Bro. Albarado of New Orleans, and Bro. Bludau of Victoria. Bro. Clem of DeQuincy was elected Secretary. These elections are effective at once as are the new by-laws. Anyone can ask for copies of the new by-laws from their L/C & should since they regulate all aspects of the work of the committee.

## BIO ON NEW G/C

Bro. Hakey is a Conductor from Beaumont on the former SP. He has never been a General Chairman & has held no agreement position in the union for the last 12 years. Before that he was the full time Sec. on the SP Gen. Committee. Since then, he has been in the political scene at Cleveland. He ran Tom DuBose's successful campaign to beat Fred Hardin in 1991 & ran the unsuccessful bid for Tom to be re-elected in 1995. He is close friends with Charley Little & the last year has been a worker with Cleveland on the UTU/BLE Merger. Rumor has it he plans to use this office to run in August for a V/P position. There was no word on who would step up under the new by-laws to take over the committee if he is elected V/P. He is in office & is the man to call with all your questions.

## AWARDS CAME DOWN!!

✓ Since the last time we visited, we received both of the arbitration awards we were waiting on. The Seniority dispute in the Houston Hub came back with a "yes" answer. This means the seniority was done wrong in the Hub but the arbitrator didn't really say how it was wrong or what should be done to fix it. He did say a daily ratchet was impossible. He also said you could only have "prior rights" in a zone to which you contributed equity. This is against the SP position that they needed a daily ratchet and prior



rights in all zones. He did not mention or allow choosing your zone or changing zones yearly once you did choose. The six remaining Gen. Chairmen are going to meet the week of January 11<sup>th</sup> to discuss submitting questions back to the arbitrator for clarification. More later.

The TPA award was better. The Carrier won the right to offset the former SP guys TPA's, but the arbitrator ruled with us that the Carrier had figured the TPA's wrong. We were instructed to meet with the Carrier between now & April 1<sup>st</sup> to re-figure all the folks TPA's. So the bottom line is, the TPA can be offset but the men will get back pay for the amounts figured incorrectly and still will participate in the Productivity Fund. This will keep the wives happy both on a monthly and yearly basis!

## HUB NEGOTIATIONS!!

As stated in the August issue, we started the San Antonio Hub negotiations & they went wildy. The Carrier negotiated up until late the night of December 17<sup>th</sup> without telling what agreement the Hub would be under. It was implied by the Carrier during all meetings & assumed by all who were negotiating it was to be the IGN agreement. All points taken in talks of each meeting was with the assumptions that the IGN was the prevailing agreement. However, when Mr. Hinckley sprung his surprise on the 17<sup>th</sup>, the agreement named was the T/P Agr. of Sammy Rudel in Ft. Worth. Brother Rudel was also named for the Ft. Worth Hub. Mr. Hinckley came right out & stated this choice was because the Carrier considered Mr. Parsons too difficult to deal with. (Offended me too!!) The Local Chairperson's consensus was they only wanted 1 zone in the San Antonio Hub. Made the Carrier and Hutfles ecstatic!!!!!! In case you missed that, I said one (1) zone which will allow forcing from Hearne to Corpus to Laredo to Del Rio to Alpine. (Alpine is almost to El Paso!) This 1 zone will also only create 1 Reserve Board & will make it almost impossible to have one since the zone is so large. It was also decided to go with dovetail seniority. Three rosters (1 each, Condr., Brkmn, & Switchman) all dovetailed with a man's earliest date in that Hub territory. Read that close. It doesn't mean former MKT men will get their old 1942 dates nor does it mean a former SP guy with a 1966 date in Houston and a 1983 date in San Antonio will get to use the early date in the new Hub. Former MKT guys will be attached to the man they follow on their old rosters & be sequenced right behind him. The former SP guy would use the 1983 date. They are also talking about stopping men who move to the Hub from getting moving allowances!! They say it will "always" be a seniority move. They are also saying that runs or pools that originate in the San Antonio Hub & run into zone 4 of the Houston Hub belong exclusively to San Antonio with no equity for Houston. We were fighting this & had the Carrier leaning towards equity pools with no force assigning but who knows now. The Carrier choosing the TP agr. instead of the IGN is a double whammy for the UP guys. They are losing items (such as an extra board in Laredo & new pools in New Braunfels & Georgetown) that were hard to stop. Now the Carrier chooses the TP agr. & you lose other items (such as seniority moves, 2/3 per day productivity credits for extra bds., 30 day pass ups) that you didn't have to lose. Remember, many items were okayed by the L/C in the negotiations based on how the item affected them with the IGN agr. & now it needs to be looked at how each item is affected by the TP. We negotiated at a real disadvantage because the Carrier led us all to believe it was to be the IGN. Now they are negotiating in Ft. W with naming the TP agreement & Brother Rudel as Gen. Chairman before even the first meeting began.

There is a wrap up meeting for San Antonio listed for the week of January 11<sup>th</sup>, also that same week (3<sup>rd</sup> meeting that week) is the first meeting on the Ft. Worth Hub. As we said earlier, Brother Rudel and his TP agreement has been named in this Hub. It is a HUGE Hub, running from near El Paso up to Childress, to Coffeyville and Parsons, Kan., over to Van Buren Ark. and down to the Longview Hub.

Brother Rudel already has the Longview Hub which covers on East. You will notice that all of Oklahoma fell in those boundaries I listed.

### WHAT ABOUT THE REST?

That's about all I can tell you right now. We had listed on the meeting's agenda for the Local Chairmen to discuss & act on topics such as Cond. force assignments, Brakemen training boards, Engineers hired off the street, Seniority disputes, Productivity credits, vacation scheduling, CORE agr., time claims, and even the appeals on the Shuttle pool. (Robert, better appeal on to International on that one!) Since we weren't invited to stay & put these questions to the Committee; I can't say if they were handled or not. You'll have to ask your Local Chairman about those topics.

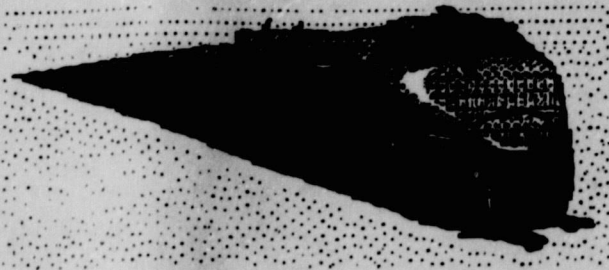
### WHERE DO WE GO FROM HERE?

First of all, I would like to thank all my friends and supporters. You have been very kind and helpful to me for years. The Anti- Info News is mine, was mine before this job & I am taking it with me to another web site (see the heading) & will continue running my mouth in the future. The opinions will only be mine. I have been a Local or Gen. Chairman since 1979 & it has been nearly that long since I have taken more than 1 week of vacation at a time so Dale & I are going to take all 5 weeks & ponder our choices. With 29 years seniority, I have lots of choices.

Thank all of you for the opportunity to have tried to make a difference. If I offended any one or caused anyone problems because of a decision I made, I can't apologize. All my decisions were carefully weighed and pondered with all the facts I knew at the time. I tried to be as fair & even-handed as I could to represent all of my members. A General Chairman, or even a Local Chairman, along with having to fight the Carrier, is always required to decide between 2 men or groups within the union who are at odds with each other. This always causes the ones who lose to be angry & disgruntled. This is normal but it is also part of the job. I always tried to remove my own feelings from the process of making these decisions & tried to do the right thing, treating everyone as I would want to be treated. I could do no more than that.

Billy Manning- I owe you a lot for your help. You are a true friend. I, and this committee, could not have made it the last year without Billy's help. He did everything over & beyond what we asked of him. To all my Local Chairmen, thanks for the hours & hours of work, most of which you are never paid nor even thanked for. May God bless all of you.





# ANTI-INFO NEWS

Vol. 8

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Issue 2

Web Site: <http://www.antiinfo.com>

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Editor & Responsible Party - L. W. Parsons, Sr. (All Views/Opinions Expressly My Own)

## USUAL RAILROAD AGREEMENT VIOLATIONS

Now, we all know the UP wouldn't intentionally violate our agreement, but below is a list of just some of the "accidents" that are occurring with alarming regularity.

1. The Dispatcher & Corridor Managers are insisting on trying to use the Houston to Shreveport T/F crews back out of Longview to hogcatch other trains. They try to use the "Multiple Turn Rule" from the agreement. The only problem with this is, that agreement doesn't apply. The multiple turn rule is for crews called either out of their home terminal or the away from home terminal & they have to be called for that service when they are called. You can't work 238 miles from Houston to Longview & then some one just decides that you now are called for "multiple turn service". Once you work terminal to terminal, you should be tied up for that tour of duty. This move should only be done under protest & a new basic day claimed for each turn.
2. Some of the dispatchers in the Terminal complex at Spring still haven't got the news that it is wrong to run a train crew through the terminal & either out towards Strang or towards Beaumont. Runs that come from Shreveport terminate at Houston in the terminal & don't run any further.
3. Utility Conductors- we ran into a so-called "Utility Conductor" the other day. He supposedly went on duty at Strang Yard & here he was at the Katy Neck lining switches. This was nice but unfortunately illegal. The only utility agreement in the IGN agreement is for a braking position. Under the agreement, the utility brakeman can be used in a 25 mile range of it's on-duty point but has to attach & detach himself to a crew as outlined by the FRA under the agreement. It is particularly specified he will not work by himself nor will he work without being attached to a crew. Going on-duty at Strang & him working in another terminal is definitely not the intent of the agreement. This assignment also states that the rate of pay is for a brakeman/switchman, not a conductor's rate. If the Carrier wants a "Utility Conductor," they should have to file a notice & negotiate an agreement in the proper manner.
4. The TSE's that replaced the single man jobs in Zone 5 of the Terminal are still being used to do work inside the Terminal, such as transfer work between Settegast & Englewood, Englewood & Galena Park, & both yards & the PTR. These violations should be generating a lot of time claims.

## MORE RAILROAD SHORTCOMINGS

Now, lest we think that the railroad is simply evil & malicious & that they only violate our agreements, we need to look at some things that just don't seem right or things that could be considered just plain dumb.

1. Session B classes- the Carrier pays everyone a trip to learn how to get their rest. This is even though CMS tries to get everyone to these classes without giving them their proper rest & then tries to mark them up before they are rested. Maybe there should be a Session B class for CMS & callers. I think we know how to get our rest if they would only let us. The class itself is abysmally dull & boring. The films are cute but predictable & not very informative. This whole program is obviously to get someone off the Carrier's back because they don't accomplish anything with the men except ruining a perfectly good day. And it rained the day I suffered though my time in the pit. There is actually very little told to us about the sleep program itself, but we were given a dull & boring book to read about the program. The book will put you to sleep faster than reading the Bible. It was pointed out to us that road guys win out over the yardmen. We can take naps & be tired in the middle of the night, but for some reason I guess a yardman doesn't get sleepy in the middle of the night. If it's all right for road men to get a "power" nap when things are slow, why wouldn't the same apply to the yardmen? Especially the engineers?
2. UPGRADE- We were told at the Session B class that violations (alleged violations) of the Cardinal rules will result in Supts. Perry & Norman giving out Levels "on the spot". I hate to tell Supt. Perry, but he can't give anything out "on the spot" unless we get weak enough to sign for it on our own. He can call an investigation, & charge us with violations, but he can't give us a Level unless we sign a waiver (Please always call your Union Rep before signing anything!!!!). I do point out that when you sign a waiver, it kills any chance of the Carrier violating the investigation procedures or any appeal that you may have. Just based on the cost & trouble an investigation causes the Carrier, I wouldn't sign for any Level even if I were caught red handed. The MTO's will try to tell you that you get less punishment if you sign the waiver, but that is against the Carrier's own policy. The UPGRADE policy says you will be charged with violating a specific rule. That rule is on a chart & has a Level assigned to it. You will get that Level for that rule regardless of whether it is at an investigation or by a signed waiver.
3. Supplies- None of the machines at Settegast or Shreveport ever have any supplies in them. The Carrier is not providing anything but the barest amount of batteries & ear plugs. None of the other supplies are ever there. I heard that none of the MTO's can even order the supplies anymore & that is why nothing is being given out. I don't care who orders it, but it only seems logical to let the man on the scene order what they need. I went from February 26 until April 7th trying to get a KCS key so I could get a train out of Shreveport. They got so tired of me asking for a key every trip, I think the MAU at Shreveport mugged a KCS MTO to get me one.
4. Supplies, Part 2- Once again, Mr. Perry has decided that he is better off paying a thru freight Conductor overtime or \$20.00 an hour to supply the engines than \$11.00 an hour to a carman or hostler. This despite the fact the delay caused by supplying the engines sometimes causes a train to hoglaw which costs the Carrier even more. More budget swapping!!!! There is always a delay in getting crew packs, ice & water. It is hard to gather all of our bags plus the box of crew packs as well as the ice & water. Our agreement calls for the Carrier to supply 30 pounds of ice for a 12 hour trip between May 1 until September 15th if we don't have a working refrigerator. That is going to be a lot of those little bags of ice. None of our engines have working refrigerators. Those things can't be that hard to fix.
5. Supplies, Part 3- The "cost cutting" Mr. Perry cut off some of the yard limos a while back. This



enables him to save money for the Carrier while paying road crews more terminal time while they wait on a ride in the terminal. This is some more of the Carrier's famous swapping costs from one budget to another. I thought Mr. Barkley was going to stop some of this ridiculous robbing Peter to pay Perry, I mean Paul.

6. Supplies, Part 4- The Carrier requires that, in DTC territory, only the Conductor is able to obtain or give up blocks. This would seem to mean that the Conductor is going to need ready access to a radio all day long. (Believe me, getting one block at a time & giving one up behind you as soon as you clear it is a full time job) So, do our engines have radios on the Conductor's side of the engine? NO! Do these engines even have a handset that will stretch to our side of the engine? NO! If we talk on the radio on some of the engines, we have to nearly sit in the engineers lap. This is beyond what I am willing to do for my job. The radios are turned, pointed straight at the engineer & only inches from his face. This is very handy for him but, remember, he is not allowed to talk on the radio. You have to beg, borrow or steal to get a handset which is a ridiculous situation when the Carrier created the problem.

7. TDD's 1,2,&3- We have divided the Houston Terminal into 3 not too regular segments & given them to one of three Terminal Dispatchers. Each one of these dispatchers has his own radio channel & his own call signal. When most trains come in & are run all over the terminal, as they do all the time, you have to talk to all three of these dispatchers. You talk about job security!! It will wear you out. (Remember, we don't have a handset on our side of the engine.) This has to have increased the amount of radio traffic in the terminal, even if it is on three channels. It seems to us working stiff, this would have worked better if the dividing lines for the dispatcher territories would have been north & south of the Terminal Subdivision instead of east & west. That would have given some trains a chance to only have to talk to one or maybe two dispatchers instead of all three. To make things worse, this new arrangement was implemented by train order. One of the most weird, confusing train orders you ever read. We spent some of the time while waiting for a ride from the local limo (which was cut off) drawing maps, color coding, & arguing over what the order was saying which TDD covered what. (I won't even get into what the young folks say TDD is pronounced like.) There are several areas of the Terminal I can't yet say for sure is covered by which TDD!

## ENGINEER BUSINESS

Since we are going to all be one big happy family when our two unions merge next year, I guess it is okay if I dabble in some engineer business. Now that we have gone to Conductor only, I only get to run around with engineers anymore. This is liable to ruin their reputations, but it ain't our faults. As a result of all this forced visiting, I have discovered a few things that need "fixin" on the engineer side of this process. Actually, like everything else on the railroad, a lot of what affects the engineers affects us also, especially since the trainmen are the source of supply for the engineers.

1. Cut back, cut off- As of this writing, there are over 30 engineers cut back to train service. This opens up a question that stems from the crisis last year. When the Carrier was caught running trains with officers, the union reacted & had strike authority to shut the Carrier down. This resulted in the settlement which got us overtime after 12 hours, protection & several other items. One of the stipulations of that agreement was the Carrier could hire engineers off the street for a brief period of time. Also the agreement stated that all employees on the roster as of August of 1997, when taking promotion the first time it was offered, would be placed on the roster ahead of those "hired off the street." The Carrier

immediately violated the length of time they could hire those employees, but also violated the agreement to put Pre-August 1997 men entering engine service around those "hired off the street." This is resulting, or soon will be, in these Pre-August 1997 men being cut back to train service, when men who are supposed to be younger than them in engine service still working as engineers. Someone needs to address this issue of correcting the rosters to reflect these Pre-August 1997 men being properly placed ahead of the "hired off the street engineers" now! Call your General Chairman and give him a push. If I were one of those pre-August 1997 men, I would be turning in time claims for all monies made by "hired off the street" engineers above what I was making cut back as a trainman.

2. Flowback- A clause of the 1996 National Agreement (Article VI) provided for flowback between engine & train service on a voluntary basis. This would permit some men who were older to work on the ground if they so desire & let younger men work in engine service. An agreement needs to be worked out by both organizations to enable this option to work in a fair & equitable manner. We negotiated a agreement on the Tex-Mex that provided for this option to be totally free & for engine service to be just another craft which an employee had seniority in & one he could use as he saw fit. It would work just as our seniority's do now between Conductor, Brakeman & Switchman. A man could start his engineer seniority and then bid on any job of all crafts based on his seniority in that craft. A man would retain his right's to productivity fund & arbitrations, but would only gain them whenever he worked as a trainman. This would enable some of the old pre-1985 men to go ahead & start their engine service & not give up 25 or 30 years of trainman's seniority.

3. Engineer training- It was pointed out to me that when an engineer's in training & they are put on the simulators, they are not given training on real life situations. Why wouldn't the simulator test these newbies on what to do when they are confronted with a tank truck or school bus on a crossing. They should be pre-trained on how to handle their trains in such a situation. This is a very traumatic situation (I know) & many times the situation can be made worse if the engineer doesn't react properly. A engineer should be taught this now so that if it happens they will have some training in what to do. They should be trained on how to handle the train in the case of the train pulling down when it derails. They should have been told what to do if the chemical train they are on derails. They could even be confronted with animals (such as a herd of cattle) on the rail in front of their local. All training shouldn't be with a loaded thru freight only. They should train on handling a short local & stopping the train to switch & spot industries.

4. Palestine- Lets get specific. Why can't the engineering (signal men) department fix the signals so a train coming from the south (Houston) can have clear signals all the way through Palestine. It was always dumb for a train to have to slow down for South Junction because of an approach signal at the top of the hill, but totally insane to have to creep up to West Junction prepared to stop because of two short blocks. It was stupid when we stopped at Palestine to creep around for 30 minutes before you got off the train, but it is totally ignorant to do so when you still have 84 miles to go. If no trains are approaching from the west, or if the dispatcher simply wants the train from the south to go first, that train should go past South & West Junctions with a clear signal. It was bad when that last signal at West Junction was on the cantilever up high but a train has to almost stop at West Junction since they moved that high signal over in the weeds.

### SHARE THE GRAVY

All the talk we hear about the budget & the great need to operate our trains "on time" has set me to

6/27/99 9:00 PM



thinking. We know that one of the main reasons MTO's & MOP's "encourage" us to get off our duffs & get on the trains is to protect their on time records. Why are these men so worried about their "on time" records? It is because they love their jobs & have deep pride in their work, right? Wrong!! It is because these men's records determine to a great extent what their bonuses will be. If it meant more money for me, I would be worried & fussin' too. Notice what I said. If the Carrier would cut the employees in on the gravy, we might be a little more worried about our train's "on time" performance too. The way it works now, we generally get more money if the train is delayed than if it is on time. The Carrier should consider setting up in the computer how close to on time a individual's trains run & if they maintain a certain average for a quarter, then allow them some kind of reward, (money!!!) or other incentive. This would get the men involved more deeply in the actual running of the company & give them something to be proud of. There is a possibility of helping to build morale too. (Which can't go anywhere but up) It would also help to compensate them for a little of what they are shorted each half by timekeeping, but that's another story.

### ✓ SENIORITY TO CHANGE (SORT OF)

We are attaching on the website, a copy of a letter from the General Chairman's office which lays out the new prior rights scheme for the Houston Hub. Those individuals (mostly SP & Palestine folks) who have prior rights in more than one zone are going to have to make a choice of only one zone to exercise his prior rights in. Where you are on May 3, 1999 will determine your choice of your prior right zone for the next year unless you file a form designating a different zone to be your choice. If you designate a different zone than the one you are working in to be your prior right zone, then after July 1, 1999, you will work in that zone & all but your designated zone with common seniority. In other words, you either work in the zone you choose as your prior rights zone or designate another zone to be your prior rights zone but you work in the other four zones under your common seniority. This prior rights zone will be your zone until July 1, 2000, at which time you will have the right to change your choice of prior rights zone. While we are talking about ratcheting every July 1, how is that going to affect the setting of vacations every December. Won't this cause the vacation problems to explode when a man gets a vacation slot according to the zone he's working as of December, but finds himself working in another zone after July and his vacation makes that zone go over the allotted numbers from July on. (I just know that the Carrier will be so understanding and allow everyone to take his vacation when it is scheduled regardless of what it does to their "flat line".)

This raises some questions. What happens if you designate zone 3 as your prior rights zone but there is not enough assignments in that zone for you to hold? Do you gain prior rights in another zone, or are you forced to go to another zone on your common seniority? Are they going to limit the number of employees who can select each zone as their prior rights zone, or is it totally open to whosoever chooses a zone with no limits? What happens to a man from DeQuincy or Kingsville, who only have prior rights in one zone, if they cannot hold a job in their one prior rights zone? If they can't hold a job in their prior rights zone, does this create a reserve board because of their protected status? Is this agreement going to force the Carrier to lay off some or most of the new hires since 1996? We were told when the Houston Hub Agreement went into effect that there were about 800 jobs in the Houston Hub. There are nearly 1400 men in the Hub now. They don't need that many in engine service & it seems this award is going to force the limiting of the number of men assigned to each zone. If that happens, there could be a lot of folks cut off & back on the street (this will cause a terrible fight about "hired off the street" engineers working while maybe Pre-August 1997 men are completely cut off!!!). Remember, everyone hired after

October 6, 1996 has no protection from furlough. Further, it is evident from the wording of the award, the so-called "ghost slots" will be gone & everyone on a zone roster will be working in that zone. But the freedom of movement between the zones that a lot of folks were using is gone. You will be hung in one zone for at least a year. Your common seniority will probably not allow you to hold very many, if any, positions in another zone. So now the multiple prior rights is not nearly as good as it once was. It will be interesting to see how this works out. These kind of cloudy issues are the just what the UP loves. They take these kinds of problems to arbitrators, and do away with things like "not forcing protected people out of their prior right zones". You can bet the General Chairmen and Union gave up something to get this protection in an agreement. Then the Carrier tries to slip in the back door and take it back. That's why the opening up of "voted on and signed negotiations" cost us in the long run! The carrier fights dirty and we must always be aware of their unhonorable ways.

## **SAN ANTONIO/ FT. WORTH HUB NEGOTIATIONS**

No one is saying much about what it going on in the other Hubs. What we've heard is the S.A Hub was arbitrated on April 7th, so it would be normal to be waiting on a decision from the referee on that. They were still negotiating on the reduced Ft. Worth Hub at the same time. The word is out the General Chairmen is not going to honor the Side Letters in the Houston Hub which allow men to go to other Hubs when they are done. That side letter was done with the Carrier & both sides agreed that it did not matter about the moving allowances since trying to force men from Palestine would only wipe out the San Antonio rosters because almost all of the new hires on the 6B roster were working in San Antonio. The moving allowance restriction was waived for the convenience of both sides so that zone 3 would get enough men to fill out that roster & not disrupt Carrier operations. Now we are saying we won't honor that letter because the other General Chairmen didn't sign it. That letter only affected Palestine men &, as such, did not need any other signatures. I couldn't tell John Saunders not to make an agreement concerning his men, why should we need Mr. Saunders signature on our agreement. Palestine will still get some slots due to the 55 mile equity we have in the San Antonio Hub, but who knows if that will be enough. Some of the Ft. Worth men who came to Houston also had expressed interest in going back to Ft. Worth or else going to San Antonio. They have a side letter that refers to them & it should be honored just the same as the Palestine letters. One thing being overlooked in this argument is the fact all of these men chose the Houston Hub based on very little information & did so with the Union's assurance that they would have more options further down the line if they would just agree to work in the Houston Hub & cover the jobs. Now we are saying they don't have any options & are going to have to live with a decision they made over a year ago. This is also not considering that we have totally changed nearly everything about the Houston Hub that they bid on. We have changed the working conditions &, most importantly, the seniority in the Houston Hub & now say, "sorry about your luck, you have no options that we promised you anymore". Sorry guys. This just ain't right.



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Office of the Secretary

JUL 02 1999

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Public Record

## DECLARATION OF A. TERRY OLIN



I, A. Terry Olin, pursuant to 28 U. S. C. Section 1746, declare the facts stated herein are known to me to be true, based on my personal knowledge or on information received in the ordinary course of the discharge of my employment responsibilities.

1. My name is A. Terry Olin. I am General Director - Employee Relations Planning for the Union Pacific Railroad Company ("UP"). My address is Room 332, 1416 Dodge Street, in Omaha, Nebraska. I have held this position since June 1, 1998. In this position, I have responsibility for various system-wide labor relations functions and activities, including handling of the instant matter. Prior to June 1, 1998, I held the position of General Director - Labor Relations, Southern Region. In that capacity, I had responsibility for the labor relations functions and activities for UP's Southern Region train and engine service employees. This included the geographic area comprising the Houston Hub. One of my responsibilities was to oversee and coordinate preparations for implementing the UP/SP New York Dock Merger Implementing Agreement ("merger agreement").

2. On June 25, 1999, I became aware that Attorney JoAnne Ray, on behalf of UP employee E. E. Schoppa, had filed a request on June 23, 1999, seeking an extension of the time to file an appeal to review an arbitration decision sought by Mr. Schoppa's designated representative -- the United Transportation Union ("UTU") -- in an arbitration proceeding carried out pursuant to Section 11 of New York Dock.

3. The facts leading to this request are described below:

a. In correspondence dated September 18, 1996, and February 19, 1997, to

UTU, UP served notice pursuant to Section 4 of New York Dock of its intent to consolidate Southern Pacific Transportation Company's employees and operations in southern Texas and Louisiana ("Houston Hub") with UP's employees and operations in that same area. UTU and UP successfully negotiated, and signed on June 11, 1997, a merger implementing agreement for the Houston Hub.

b. UP and UTU commenced preparations for implementing the merger agreement in August 1997. Pursuant thereto, UP and UTU jointly prepared the Houston Hub zone seniority rosters. At about that same time, UP started receiving complaints from certain employees and UTU officers that the seniority rosters were not properly prepared or were not in compliance with the intent of the merger agreement. Between August, 1997, and March, 1998, UP and UTU discussed the seniority roster complaints, but were unable to arrive at a mutually satisfactory resolution.

c. Despite these complaints, UP and UTU progressed with formulation of the rosters and implementation of the merger agreement. Implementation of the Houston Hub was completed on February 1, 1998. On April 2, 1998, UTU served notice of its intent to progress the matter to arbitration pursuant to Article I, Section 11 of New York Dock.

d. Arbitration hearings, with Mr. R. J. Carvatta serving as the neutral member, were held on September 1, 1998, in Seattle, Washington. Mr. Carvatta rendered his decision in an award dated November 17, 1998. In subsequent discussions with



UTU, a question arose regarding the intended application of this award. UTU and UP accordingly agreed to seek a clarification from Mr. Carvatta. In correspondence dated January 19, 1999, UP and UTU jointly asked Mr. Carvatta to clarify the one issue. That question was addressed in his "Arbitration Award - Interpretation" rendered on February 1, 1999.

f. UP and UTU met again in March 1999, to discuss implementation of the arbitration award and the attendant interpretation. During that session, UP and UTU reached an understanding, which was confirmed in correspondence dated March 29, 1999, regarding the method for implementing and applying the award.

g. UP and UTU have worked to make roster adjustments and corrections required in connection with application of the arbitration award. UP intends to implement the arbitration award mandate on or about July 1, 1999.

4. Contrary to Petitioner's assertions, steps were taken to advise Houston Hub trainmen of Mr. Carvatta's findings in this matter. Copies received in my office of correspondence sent by UTU's Houston Hub General Chairperson(s) to various UTU local officers unequivocally point to the fact the award was not kept secret and that employees knew it more than six months ago. In correspondence dated December 2, 1998, UTU General Chairperson Parsons transmitted a copy of the arbitration award to *"All Local Chairpersons & Secretaries"* and to all *"Vice Chairpersons."* A true copy of the December 2, 1998 letter is attached as Exhibit A. The arbitration award, along with the parties' joint request for a clarification by Mr. Carvatta, was again sent, in correspondence dated January

27, 1999, from UTU General Chairperson Hakey (who succeeded Mr. Parsons), to all Local Chairpersons in the Houston Hub. A true copy of the January 27, 1999 correspondence is attached as Exhibit B. The arbitration award was again referenced in correspondence dated January 28, 1999, to Houston Hub Local Chairpersons. A true copy of the January 28, 1999 letter is attached as Exhibit C. Similar letters transmitting or explaining the arbitration award were mailed by UTU on February 10, 1999, and April 16, 1999. True copies of the February 10, 1999 and April 16, 1999 letters are attached as Exhibits D and E, respectively.

In addition, a World Wide Web home page for UTU's Houston Hub General Committee contained regular updates on the handling and status of the seniority dispute and arbitration. In the September 1998 edition of "ANTI-INFO NEWS" (UTU General Parsons' editorial page on the committee's web site), special note was made on the first page that the seniority matter had been arbitrated on September 1. A true copy of the September, 1998 publication posted on the Internet is attached as Exhibit F. Although Mr. Parsons was not reelected to the General Chairperson position, he continued his "ANTI-INFO NEWS" editorial on a new Web site. In the February 1999 edition, he advised his Houston Hub readers of the rulings made by Mr. Carvatta. A true copy of the February, 1999 publication posted on the Internet is attached as Exhibit G. Articles regarding this arbitration award were contained in his "ANTI-INFO NEWS" as recently as the May 1999 edition. A true copy of the May, 1999 publication posted on the Internet is attached as Exhibit H.

Petitioner's representation that employees did not know the rosters would be revised under the arbitration award is inaccurate. This matter has been the subject of extensive and



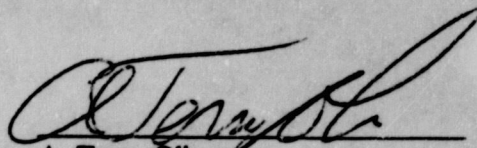
emotional discussions between this office, UTU officers and employees. Moreover, I have been advised by UTU that this has been the subject of extensive debate at local UTU lodge meetings.

5. Petitioner seeks to appeal the arbitration award and has requested, in correspondence from Attorney JoAnne Ray dated June 8, 1999, Mr. Carvatta to answer four additional "*... questions seeking interpretation and clarification of [the] ... findings and awards.*" The questions submitted by Attorney Ray constitute either new issues involving interpretation of the merger agreement or application of the New York Dock conditions or questions presented by General Chairman Parsons during the initial arbitration proceeding. Not one of the questions focuses on interpreting or clarifying the November 17, 1998 award. It is my opinion that inasmuch as Attorney Ray's questions are not requests for clarification, Mr. Carvatta is not empowered to rule on them and must be properly addressed in accordance with either the provisions of New York Dock or the Railway Labor Act, as appropriate.

6. Attorney Ray represents approximately 110 Houston Hub trainmen. This number constitutes about 8% of the total trainman population in the Houston Hub. It appears Ms. Ray's constituents seek to use the resources of the Surface Transportation Board to further embroil UTU and UP in a matter that affects only a small number of employees.

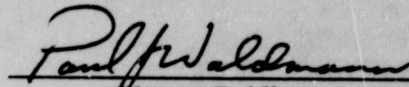
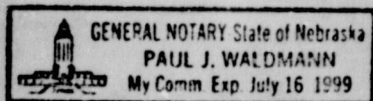
7. It is my opinion there is no need to extend the time to file an appeal to review the arbitration award. Ample notice and time have already been given to affected employees. The petitioners clearly seek to use the Surface Transportation Board as a forum to

circumvent established procedures for addressing these types of issues. Such issues, including the questions posed by Attorney Ray, are more properly handled under the dispute resolution mechanisms set forth in New York Dock or the Railway Labor Act.



A. Terry Olin  
Union Pacific Railroad Company  
Room 332  
1416 Dodge Street  
Omaha, NE 68179

Sworn to before me on this 30<sup>th</sup> day of June, 1999.

  
Notary Public



L. W. PARSONS, SR., GENERAL CHAIRMAN  
B. F. MANNING, ASSOCIATE GENERAL CHAIRPERSON  
A. B. MAY, VICE CHAIRPERSON  
R. C. WATSON, VICE CHAIRPERSON  
S. O. NIBDON, SECRETARY



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHEAST & SANTA FE RAILWAY

IN REPLY  
REFER TO: 2115 R

December 2, 1998

All Local Chairpersons & Secretaries

UTU-Locals: 20, 293, 524, 756, 937, 953, 1205,  
1337, 1458, 1524, 1836, 1892 & 1947

Dear Brothers & Sister:

Enclosed is copy of R. J. Carvatta's ruling received in our office this date, concerning the seniority issue in the Houston Hub. How it will be implemented will have to be determined after we study it and have several questions answered.

More information will be forthcoming as we find out.

Fraternally,

Larry W. Parsons, Sr.  
General Chairman

LWP/djm  
Encl.

cc: Vice Chairpersons

EXHIBIT "A"

D. L. HAKEY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEX-MEX)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, OC of AGO 577



400 RANDAL WAY  
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TELEPHONE (281) 651-6577  
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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577

UNION PACIFIC RAILROAD - SOUTHERN DISTRICT

THE TEXAS - MEXICAN RAILWAY

BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY 1  
REFER TO: 2115 R

January 27, 1999

All Local Chairpersons/Houston Hub

UTU Locals: 20, 293, 524, 953, 1205, 1337

1458, 1524, 1836, 1892 & 1947

Dear Sirs and Brothers:

Attached find copy of Award pursuant to Article I, Section 11 of New York Dock Conditions, STB Finance Docket No. 32760.

The Award is the result of a dispute involving implementation of the Houston Hub Merger Implementing Agreement.

Also attached, find copy of a request for clarification, which will impact implementation of the Award.

Fraternally,

D. L. Hakey  
General Chairperson

DLH/djm  
Encls.



D. L. HAKEY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEX-MED)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, GC of AGO 577



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY

REFER TO: 2115 R

January 28, 1999

All Local Chairpersons/Houston Hub

UTU Locals: 20, 293, 524, 953, 1205, 1337  
1458, 1524, 1836, 1892 & 1947

Dear Sirs and Brothers:

When Arbitrator R. J. Carvatta furnishes the requested clarification, the Arbitration Award pursuant to Article I, Section 11 of New York Dock, will be implemented. At that time, this office will address any outstanding seniority issues.

Please advise "in writing", with detailed information, any seniority issues that exist on your respective districts. If this information could be received by February 15, 1999, it would allow time to categorize and prepare for presentation to the Carrier.

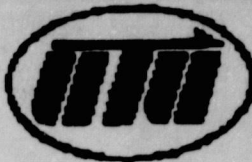
Fraternally,

D. L. Hakey  
General Chairperson

DLH/djm

EXHIBIT "C"

D. L. HAKEY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEX-MED)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UTRS-RD)  
J. P. CLEM, SECRETARY, GC of AGO 577



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## united transportation union

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY <sup>rk</sup>  
REFER TO: 2115 R

February 10, 1999

All Local Chairpersons  
UTU/Houston Hub

RE: Roster Implementation Houston Hub

Dear Sirs and Brothers:

Enclosed find copy of the Award of Arbitration Committee pursuant to Article I, Section 11 of NYD, STB Finance Docket No. 32760.

After receipt of the Award referred to above, question was raised with respect to the meaning and application of the Award.

By letter dated January 19, 1999, (copy enclosed), the Arbitration Committee requested clarification of the Arbitrator's decision. Arbitrator R. J. Carvatta issued his Interpretation dated February 1, 1999, which is self-explanatory, (copy enclosed).

You will be advised of any implementation of the Award and Interpretation.

Fraternally,

D. L. Hakey  
General Chairperson

DLH/djm  
Encl.

EXHIBIT "D"



D. L. HAKKY, GENERAL CHAIRPERSON  
J. GARZA, JR., VICE CHAIRPERSON (TEK-MIA)  
J. L. MOFFITT, VICE CHAIRPERSON (BNSF)  
T. C. ALBARADO, VICE CHAIRPERSON (UPRR-YD)  
D. J. BLUDAU, VICE CHAIRPERSON (UPRR-RD)  
J. P. CLEM, SECRETARY, GC of A, GO 577



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## **united transportation union**

GENERAL COMMITTEE OF ADJUSTMENT - GO 577  
UNION PACIFIC RAILROAD - SOUTHERN DISTRICT  
THE TEXAS - MEXICAN RAILWAY  
BURLINGTON NORTHERN & SANTA FE RAILWAY

IN REPLY  
REFER TO: 2115

April 16, 1999

All Local Chairpersons  
UTU/Houston Hub

RE: November 17, 1998 Arbitration Award - Merger  
Implementing Agreement - Houston Hub, pursuant to  
Article 1, Section 11 of NYD, STB FD 32760

Dear Sirs and Brothers:

Enclosed for your ready reference and review is copy of the November 17, 1998 Arbitration Award, the January 19, 1999 request for clarification, the February 1, 1999 Arbitration Award Interpretation and an unsigned copy of March 29, 1999 Letter of Understanding to implement the November 17, 1998 Arbitration Award and Interpretation.

The parties met in Omaha, Nebraska, March 22 and 23, 1999, to discuss implementation of the November 17, 1998 Arbitration Award and other seniority issues. The Carrier is currently adjusting the seniority rosters to reflect what the records indicate is the proper seniority standing of trainmen.

With regard to the November 17, 1998 Arbitration Award the attached unsigned March 29, 1999 Letter of Understanding reflects the parties agreement on the procedure to be followed to implement the Award. Consistent with the Award and Section 2 of the March 29, 1999 Letter of Understanding, the Carrier will establish an eligible employee's prior rights in the zone in which he or she is working on May 3, 1999.

Thereafter, the Carrier will furnish corrected seniority rosters for review. During the review process, CMS will continue to use the current seniority rosters for bid assignments, etc. The annual "ratchet" of the zone seniority rosters will be scheduled for July 1 of each year.

Section 5 of the March 29, 1999 Letter of Understanding outlines the precise procedure to be followed. Eligible trainmen desiring to exercise prior rights in a zone other than the one

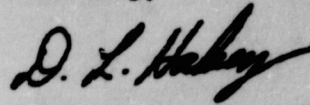
EXHIBIT "E"

March 26, 1999

established on May 3, 1999, must complete the attached form and follow the instructions on the form.

In order that all Houston Hub trainmen are informed of the implementation process, several copies of this correspondence are being included for posting and distribution.

Fraternally,

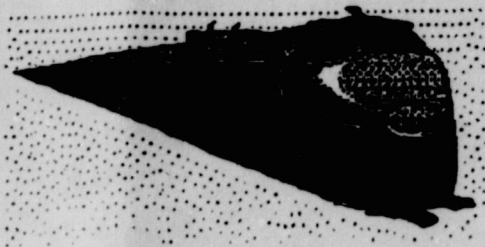


D. L. Hakey  
General Chairperson

DLH/djm  
Encls.

cc: UTU Local Presidents, Houston Hub  
UTU Local S/T, Houston Hub





# ANTI-INFO NEWS

Vol 7    September 1998    Issue 4

## ISSUE MOSTLY UPDATE

This month has been mostly a tedious & not very exciting one. Not that this is a bad thing after what we've had the last year. I'll settle for a little boredom, thank you. Most of this issue is updating items that were in last month's issue. There has been some movement so here we go!

## IGN AGREEMENT AT PRINTERS!!

This is not a misprint! The Carrier & this office finally got the agreement done & now the printer is falling behind on their work. Even so, the IGN Agreement should be in the mail as you read this. It was suggested by some cynical souls that we couldn't get the IGN printed for the printer turning out books on how to get your rest & sleep as well as feel good letters from Uncle Dick Davidson & his partner Jerry Davis. IT IS COMING!!!

## SP SENIORITY ARBITRATION

✓ On September 1, all of the involved parties met & held this arbitration. There was a lot of discussion & the arbitrator asked quite a few questions. One of them was how can the folks that made an agreement be there disagreeing on how it was supposed to be. Most of our discussion was addressing questions that would have to be answered if the seniority changes. There will be a bunch of questions to answer. The arbitrator promised to not delay a decision any longer than he had to so maybe we will have an answer soon. The Vice Presidents of the UTU were both there. They are the same men who have been working with the involved parties on the Hub negotiations from the very beginning so they know & understand this issue completely.

## PRODUCTIVITY/TPA DISPUTE

We are progressing with the TPA dispute as it relates to the former SP employees sharing in our

Productivity Fund. The Carrier & us have selected an arbitrator, Mr. F.X. Quinn. He is a long time arbitrator, one who knows railroading & how the system works. He will hopefully give us a fair shake. The date for the arbitration is November 23<sup>rd</sup> & will be held in Denver. Both sides have agreed on the question to arbitrate. It will simply be, "Are these men entitled to have this money as part of their TPA's?" Very simple. Again, remember that if Mr. Quinn says no, it doesn't end the fight. A "no" answer simply starts the discussion for the Carrier to justify to us the large amounts they are taking from our men's paychecks. And they can't do it.

### **SAN ANTONIO HUB**

On August 25<sup>th</sup>, we held the first meeting on the San Antonio Hub. It was a short one with the Carrier mainly just laying out a broad vision of what they think should be in the Hub. Needless to say, there were some things in there we didn't care for & some things we could live with. There is a lot of work to do. We will have to work out how to run rock assignments, two I/D runs, & the Dump Train business over much of Central Texas. Their proposal for the Dump Trains entailed running from Georgetown to 11 different destinations. (& some points in between). This is a merging of the old UP & SP Dump Train agreements, so there is work to be done there. Our big problem is they want San Antonio Hub crews to run to destinations in what will be 4 different Hubs!! We, of course, want the pie split between crews of these 4 Hubs, probably on an equity basis. We have some more ideas on what might work on these runs but I think it will be a workable idea. The Carrier has thrown some runs over newly acquired track rights into the mix that we didn't see coming, just to make it interesting. You know what the first & foremost question was that we discussed & that is "SENIORITY"!! I don't think you will see anything like we have here in the Houston Hub in the San Antonio Hub. There were several ideas kicked around but they all seemed to revolve around some type of dovetail, either by zone or by Hub. We are scheduled to meet again on October 13<sup>th</sup> for four days, so we'll have much more to report then.

### **FT. WORTH HUB**

While we were meeting in San Antonio, the Carrier informed us they intended to file notice on us shortly concerning the Ft. Worth Hub. This will put us negotiating two Hubs at the same time. This is difficult but it has been done already out west. We just have to keep good notes. With two Hubs being discussed it will slow us down somewhat & I doubt either Hub will be implemented until the Spring of 1999.

### **SUPERINTENDENT CHANGES**

Most of you will have noticed the Carrier is having its twice yearly managerial upheaval. For those of you who are new to the UP, it is written that as soon as a MTO or Supt. learns two dozen men's names by sight, they must be transferred & moved. These people are a real estate agents



dream! They have done away with Mr. Constanza's group & split it between Mr. Norman & Mr. Perry. Mr. Norman is in San Antonio & Mr. Perry is in Houston. Perry got credit for moving our gridlock west so maybe they thought if they expand his territory, he would shove it (the gridlock) into the Pacific. Naturally, when the operating department did it, Labor Relations couldn't resist either. So the new Labor Relations lady is gone again. We just barely get where they can remember our names & "phiff", they're gone. I certainly hope we get someone who can recognize one end of a boxcar from the other. This creates lots of problems because you start several projects & then everyone gets moved & you have to start all over again.

### **JUICY RETIREMENT RUMOR**

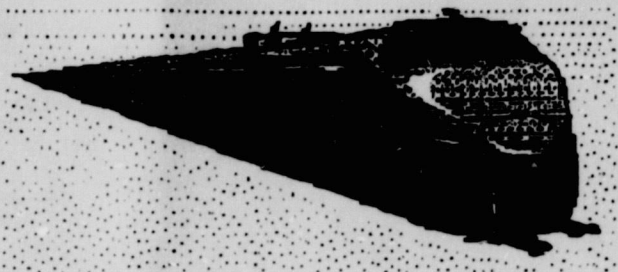
This is one bubble I really hate busting!! Some of our men have been quoting something that was seen on the BLE web site or somewhere about our retirement being lowered to a combination of 85 years. (30 years of service plus 55 years of age) I would love to do this (I was 21 years old when I hired out) but sad to say it ain't gonna happen!! First of all, Railroad Retirement can't afford to pay all of these middle aged men to take out at 55. If it did pass, it would lower our monthly checks so much you'd just have to get a real job. This would have to be approved by Congress & too many of ya'll have voted Republican for it to ever pass that vote. So. Sorry. Keep looking for #62. Or the Lottery!!

### **SAFETY ISSUES**

We have had a bunch of reports of problems as well as some men getting in trouble on the rabbit. Apparently, there are no quarter mile markers out there but the MOW gangs are putting out orders starting at MP 66.5. This makes it hard to find, especially when the gang does not properly display or doesn't display its warning boards at all. Watch out for this & report it when you find it. We have advised the carrier of this situation & are trying to get the markers put up. Two crews have gotten disciplined because of this. Isn't this just like the Carrier. Fails to protect us from a very hazardous accident, but holds us responsible for anything that comes of it.

Another heinous crime is men riding on bulkhead flats when making a long shove. I understand this was legal on the SP, but it is a "cardinal rule" violation & you will be shot for doing this, especially by some little MTO at Englewood who has made this his pet project. He has no problem with men doing this for 3 miles till he gets a witness to the incident, but then its "discipline time"!!!

Keep your eyes & ears open & let us know if there is a topic you'd like to see covered in the our next Anti-Info News.



# ANTI-INFO NEWS

Vol. 8

February 1999

Issue 1

Web Site: <http://www.antiinfo.com>  
Email Address: [lwpsr@antiinfo.com](mailto:lwpsr@antiinfo.com)

Editor & Responsible Party - L. W. Parsons, Sr. (All Views/Opinions Expressly My Own)

## NEW GENERAL CHAIRMAN!!!

In the General Committee meeting on Jan. 6<sup>th</sup>, the 25 Local Chairmen elected a new General Chairman. Bro. David Hakey, former SP Cond. from Beaumont was elected by a vote of 14 to 11. No one hid who they voted for & Brother Hakey was supported by 7 former SP Local Chairmen, the 3 Tex-Mex Local Chairmen, Ms. Hibdon from San Antonio, and the 3 Local Chairmen from DeQuincy with Bro. Overton nominating Bro. Hakey. The committee voted to redo the Bylaws of the Committee & abolish the position of Associate Gen. Chairman, doing away with the position Bro. Billy Manning had held. This was done "allegedly" to save money. The committee then created 4 Vice Chairmen jobs, to be used in the office on an "as needed" basis. (Paying them "lost time" vs. Billy's low salary) These jobs were given to Bro. Garza of the Tex-Mex, Bro. Moffit of the BNSF (HB&T at South Yard), Bro. Albarado of New Orleans, and Bro. Bludau of Victoria. Bro. Clem of DeQuincy was elected Secretary. These elections are effective at once as are the new by-laws. Anyone can ask for copies of the new by-laws from their L/C & should since they regulate all aspects of the work of the committee.

## BIO ON NEW G/C

Bro. Hakey is a Conductor from Beaumont on the former SP. He has never been a General Chairman & has held no agreement position in the union for the last 12 years. Before that he was the full time Sec. on the SP Gen. Committee. Since then, he has been in the political scene at Cleveland. He ran Tom DuBose's successful campaign to beat Fred Hardin in 1991 & ran the unsuccessful bid for Tom to be re-elected in 1995. He is close friends with Charley Little & the last year has been a worker with Cleveland on the UTU/BLE Merger. Rumor has it he plans to use this office to run in August for a V/P position. There was no word on who would step up under the new by-laws to take over the committee if he is elected V/P. He is in office & is the man to call with all your questions.

## AWARDS CAME DOWN!!

✓ Since the last time we visited, we received both of the arbitration awards we were waiting on. The Seniority dispute in the Houston Hub came back with a "yes" answer. This means the seniority was done wrong in the Hub but the arbitrator didn't really say how it was wrong or what should be done to fix it. He did say a daily ratchet was impossible. He also said you could only have "prior rights" in a zone to which you contributed equity. This is against the SP position that they needed a daily ratchet and prior



rights in all zones. He did not mention or allow choosing your zone or changing zones yearly once you did choose. The six remaining Gen. Chairmen are going to meet the week of January 11<sup>th</sup> to discuss submitting questions back to the arbitrator for clarification. More later.

The TPA award was better. The Carrier won the right to offset the former SP guys TPA's, but the arbitrator ruled with us that the Carrier had figured the TPA's wrong. We were instructed to meet with the Carrier between now & April 1<sup>st</sup> to re-figure all the folks TPA's. So the bottom line is, the TPA can be offset but the men will get back pay for the amounts figured incorrectly and still will participate in the Productivity Fund. This will keep the wives happy both on a monthly and yearly basis!

## HUB NEGOTIATIONS!!

As stated in the August issue, we started the San Antonio Hub negotiations & they went wildly. The Carrier negotiated up until late the night of December 17<sup>th</sup> without telling what agreement the Hub would be under. It was implied by the Carrier during all meetings & assumed by all who were negotiating it was to be the IGN agreement. All points taken in talks of each meeting was with the assumptions that the IGN was the prevailing agreement. However, when Mr. Hinckley sprung his surprise on the 17<sup>th</sup>, the agreement named was the T/P Agr. of Sammy Rudel in Ft. Worth. Brother Rudel was also named for the Ft. Worth Hub. Mr. Hinckley came right out & stated this choice was because the Carrier considered Mr. Parsons too difficult to deal with. (Offended me too!!) The Local Chairperson's consensus was they only wanted 1 zone in the San Antonio Hub. Made the Carrier and Hutfles ecstatic!!!!!! In case you missed that, I said one (1) zone which will allow forcing from Hearne to Corpus to Laredo to Del Rio to Alpine. (Alpine is almost to El Paso!) This 1 zone will also only create 1 Reserve Board & will make it almost impossible to have one since the zone is so large. It was also decided to go with dovetail seniority. Three rosters (1 each, Condr., Brkmn, & Switchman) all dovetailed with a man's earliest date in that Hub territory. Read that close. It doesn't mean former MKT men will get their old 1942 dates nor does it mean a former SP guy with a 1966 date in Houston and a 1983 date in San Antonio will get to use the early date in the new Hub. Former MKT guys will be attached to the man they follow on their old rosters & be sequenced right behind him. The former SP guy would use the 1983 date. They are also talking about stopping men who move to the Hub from getting moving allowances!! They say it will "always" be a seniority move. They are also saying that runs or pools that originate in the San Antonio Hub & run into zone 4 of the Houston Hub belong exclusively to San Antonio with no equity for Houston. We were fighting this & had the Carrier leaning towards equity pools with no force assigning but who knows now. The Carrier choosing the TP agr. instead of the IGN is a double whammy for the UP guys. They are losing items (such as an extra board in Laredo & new pools in New Braunfels & Georgetown) that were hard to stop. Now the Carrier chooses the TP agr. & you lose other items (such as seniority moves, 2/3 per day productivity credits for extra bds., 30 day pass ups) that you didn't have to lose. Remember, many items were okayed by the L/C in the negotiations based on how the item affected them with the IGN agr. & now it needs to be looked at how each item is affected by the TP. We negotiated at a real disadvantage because the Carrier led us all to believe it was to be the IGN. Now they are negotiating in Ft. W with naming the TP agreement & Brother Rudel as Gen. Chairman before even the first meeting began.

There is a wrap up meeting for San Antonio listed for the week of January 11<sup>th</sup>, also that same week (3<sup>rd</sup> meeting that week) is the first meeting on the Ft. Worth Hub. As we said earlier, Brother Rudel and his TP agreement has been named in this Hub. It is a HUGE Hub, running from near El Paso up to Childress, to Coffeyville and Parsons, Kan., over to Van Buren Ark. and down to the Longview Hub.

Brother Rudel already has the Longview Hub which covers on East. You will notice that all of Oklahoma fell in those boundaries I listed.

### WHAT ABOUT THE REST?

That's about all I can tell you right now. We had listed on the meeting's agenda for the Local Chairmen to discuss & act on topics such as Cond. force assignments, Brakemen training boards, Engineers hired off the street, Seniority disputes, Productivity credits, vacation scheduling, CORE agr., time claims, and even the appeals on the Shuttle pool. (Robert, better appeal on to International on that one!) Since we weren't invited to stay & put these questions to the Committee; I can't say if they were handled or not. You'll have to ask your Local Chairman about those topics.

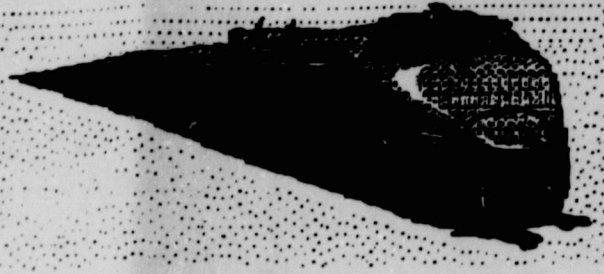
### WHERE DO WE GO FROM HERE?

First of all, I would like to thank all my friends and supporters. You have been very kind and helpful to me for years. The Anti- Info News is mine, was mine before this job & I am taking it with me to another web site (see the heading) & will continue running my mouth in the future. The opinions will only be mine. I have been a Local or Gen. Chairman since 1979 & it has been nearly that long since I have taken more than 1 week of vacation at a time so Dale & I are going to take all 5 weeks & ponder our choices. With 29 years seniority, I have lots of choices.

Thank all of you for the opportunity to have tried to make a difference. If I offended any one or caused anyone problems because of a decision I made, I can't apologize. All my decisions were carefully weighed and pondered with all the facts I knew at the time. I tried to be as fair & even-handed as I could to represent all of my members. A General Chairman, or even a Local Chairman, along with having to fight the Carrier, is always required to decide between 2 men or groups within the union who are at odds with each other. This always causes the ones who lose to be angry & disgruntled. This is normal but it is also part of the job. I always tried to remove my own feelings from the process of making these decisions & tried to do the right thing, treating everyone as I would want to be treated. I could do no more than that.

Billy Manning- I owe you a lot for your help. You are a true friend. I, and this committee, could not have made it the last year without Billy's help. He did everything over & beyond what we asked of him. To all my Local Chairmen, thanks for the hours & hours of work, most of which you are never paid nor even thanked for. May God bless all of you.





# ANTI-INFO NEWS

Vol. 8

May 1999

Issue 2

Web Site: <http://www.antiinfo.com>

Email Address: [lwpar@antiinfo.com](mailto:lwpar@antiinfo.com)

Editor & Responsible Party - L. W. Parsons, Sr. (All Views/Opinions Expressly My Own)

## USUAL RAILROAD AGREEMENT VIOLATIONS

Now, we all know the UP wouldn't intentionally violate our agreement, but below is a list of just some of the "accidents" that are occurring with alarming regularity.

1. The Dispatcher & Corridor Managers are insisting on trying to use the Houston to Shreveport T/F crews back out of Longview to hogcatch other trains. They try to use the "Multiple Turn Rule" from the agreement. The only problem with this is, that agreement doesn't apply. The multiple turn rule is for crews called either out of their home terminal or the away from home terminal & they have to be called for that service when they are called. You can't work 238 miles from Houston to Longview & then some one just decides that you now are called for "multiple turn service". Once you work terminal to terminal, you should be tied up for that tour of duty. This move should only be done under protest & a new basic day claimed for each turn.
2. Some of the dispatchers in the Terminal complex at Spring still haven't got the news that it is wrong to run a train crew through the terminal & either out towards Strang or towards Beaumont. Runs that come from Shreveport terminate at Houston in the terminal & don't run any further.
3. Utility Conductors- we ran into a so-called "Utility Conductor" the other day. He supposedly went on duty at Strang Yard & here he was at the Katy Neck lining switches. This was nice but unfortunately illegal. The only utility agreement in the IGN agreement is for a braking position. Under the agreement, the utility brakeman can be used in a 25 mile range of it's on-duty point but has to attach & detach himself to a crew as outlined by the FRA under the agreement. It is particularly specified he will not work by himself nor will he work without being attached to a crew. Going on-duty at Strang & him working in another terminal is definitely not the intent of the agreement. This assignment also states that the rate of pay is for a brakeman/switchman, not a conductor's rate. If the Carrier wants a "Utility Conductor," they should have to file a notice & negotiate an agreement in the proper manner.
4. The TSE's that replaced the single man jobs in Zone 5 of the Terminal are still being used to do work inside the Terminal, such as transfer work between Settegast & Englewood, Englewood & Galena Park, & both yards & the PTR. These violations should be generating a lot of time claims.

## MORE RAILROAD SHORTCOMINGS

Now, lest we think that the railroad is simply evil & malicious & that they only violate our agreements, we need to look at some things that just don't seem right or things that could be considered just plain dumb.

1. **Session B classes-** the Carrier pays everyone a trip to learn how to get their rest. This is even though CMS tries to get everyone to these classes without giving them their proper rest & then tries to mark them up before they are rested. Maybe there should be a Session B class for CMS & callers. I think we know how to get our rest if they would only let us. The class itself is abysmally dull & boring. The films are cute but predictable & not very informative. This whole program is obviously to get someone off the Carrier's back because they don't accomplish anything with the men except ruining a perfectly good day. And it rained the day I suffered though my time in the pit. There is actually very little told to us about the sleep program itself, but we were given a dull & boring book to read about the program. The book will put you to sleep faster than reading the Bible. It was pointed out to us that road guys win out over the yardmen. We can take naps & be tired in the middle of the night, but for some reason I guess a yardman doesn't get sleepy in the middle of the night. If it's all right for road men to get a "power" nap when things are slow, why wouldn't the same apply to the yardmen? Especially the engineers?
2. **UPGRADE-** We were told at the Session B class that violations (alleged violations) of the Cardinal rules will result in Supts. Perry & Norman giving out Levels "on the spot". I hate to tell Supt. Perry, but he can't give anything out "on the spot" unless we get weak enough to sign for it on our own. He can call an investigation, & charge us with violations, but he can't give us a Level unless we sign a waiver (Please always call your Union Rep before signing anything!!!!). I do point out that when you sign a waiver, it kills any chance of the Carrier violating the investigation procedures or any appeal that you may have. Just based on the cost & trouble an investigation causes the Carrier, I wouldn't sign for any Level even if I were caught red handed. The MTO's will try to tell you that you get less punishment if you sign the waiver, but that is against the Carrier's own policy. The UPGRADE policy says you will be charged with violating a specific rule. That rule is on a chart & has a Level assigned to it. You will get that Level for that rule regardless of whether it is at an investigation or by a signed waiver.
3. **Supplies-** None of the machines at Settegast or Shreveport ever have any supplies in them. The Carrier is not providing anything but the barest amount of batteries & ear plugs. None of the other supplies are ever there. I heard that none of the MTO's can even order the supplies anymore & that is why nothing is being given out. I don't care who orders it, but it only seems logical to let the man on the scene order what they need. I went from February 26 until April 7th trying to get a KCS key so I could get a train out of Shreveport. They got so tired of me asking for a key every trip, I think the MAU at Shreveport mugged a KCS MTO to get me one.
4. **Supplies, Part 2-** Once again, Mr. Perry has decided that he is better off paying a thru freight Conductor overtime or \$20.00 an hour to supply the engines than \$11.00 an hour to a carman or hostler. This despite the fact the delay caused by supplying the engines sometimes causes a train to hoglaw which costs the Carrier even more. More budget swapping!!!! There is always a delay in getting crew packs, ice & water. It is hard to gather all of our bags plus the box of crew packs as well as the ice & water. Our agreement calls for the Carrier to supply 30 pounds of ice for a 12 hour trip between May 1 until September 15th if we don't have a working refrigerator. That is going to be a lot of those little bags of ice. None of our engines have working refrigerators. Those things can't be that hard to fix.
5. **Supplies, Part 3-** The "cost cutting" Mr. Perry cut off some of the yard limos a while back. This



enables him to save money for the Carrier while paying road crews more terminal time while they wait on a ride in the terminal. This is some more of the Carrier's famous swapping costs from one budget to another. I thought Mr. Barkley was going to stop some of this ridiculous robbing Peter to pay Perry, I mean Paul.

6. Supplies, Part 4- The Carrier requires that, in DTC territory, only the Conductor is able to obtain or give up blocks. This would seem to mean that the Conductor is going to need ready access to a radio all day long. (Believe me, getting one block at a time & giving one up behind you as soon as you clear it is a full time job) So, do our engines have radios on the Conductor's side of the engine? NO! Do these engines even have a handset that will stretch to our side of the engine? NO! If we talk on the radio on some of the engines, we have to nearly sit in the engineers lap. This is beyond what I am willing to do for my job. The radios are turned, pointed straight at the engineer & only inches from his face. This is very handy for him but, remember, he is not allowed to talk on the radio. You have to beg, borrow or steal to get a handset which is a ridiculous situation when the Carrier created the problem.

7. TDD's 1,2,&3- We have divided the Houston Terminal into 3 not too regular segments & given them to one of three Terminal Dispatchers. Each one of these dispatchers has his own radio channel & his own call signal. When most trains come in & are run all over the terminal, as they do all the time, you have to talk to all three of these dispatchers. You talk about job security!! It will wear you out. (Remember, we don't have a handset on our side of the engine.) This has to have increased the amount of radio traffic in the terminal, even if it is on three channels. It seems to us working stiff, this would have worked better if the dividing lines for the dispatcher territories would have been north & south of the Terminal Subdivision instead of east & west. That would have given some trains a chance to only have to talk to one or maybe two dispatchers instead of all three. To make things worse, this new arrangement was implemented by train order. One of the most weird, confusing train orders you ever read. We spent some of the time while waiting for a ride from the local limo (which was cut off) drawing maps, color coding, & arguing over what the order was saying which TDD covered what. (I won't even get into what the young folks say TDD is pronounced like.) There are several areas of the Terminal I can't yet say for sure is covered by which TDD!

## ENGINEER BUSINESS

Since we are going to all be one big happy family when our two unions merge next year, I guess it is okay if I dabble in some engineer business. Now that we have gone to Conductor only, I only get to run around with engineers anymore. This is liable to ruin their reputations, but it ain't our faults. As a result of all this forced visiting, I have discovered a few things that need "fixin" on the engineer side of this process. Actually, like everything else on the railroad, a lot of what affects the engineers affects us also, especially since the trainmen are the source of supply for the engineers.

1. Cut back, cut off- As of this writing, there are over 30 engineers cut back to train service. This opens up a question that stems from the crisis last year. When the Carrier was caught running trains with officers, the union reacted & had strike authority to shut the Carrier down. This resulted in the settlement which got us overtime after 12 hours, protection & several other items. One of the stipulations of that agreement was the Carrier could hire engineers off the street for a brief period of time. Also the agreement stated that all employees on the roster as of August of 1997, when taking promotion the first time it was offered, would be placed on the roster ahead of those "hired off the street." The Carrier

immediately violated the length of time they could hire those employees, but also violated the agreement to put Pre-August 1997 men entering engine service around those "hired off the street." This is resulting, or soon will be, in these Pre-August 1997 men being cut back to train service, when men who are supposed to be younger than them in engine service still working as engineers. Someone needs to address this issue of correcting the rosters to reflect these Pre-August 1997 men being properly placed ahead of the "hired off the street engineers" now! Call your General Chairman and give him a push. If I were one of those pre-August 1997 men, I would be turning in time claims for all monies made by "hired off the street" engineers above what I was making cut back as a trainman.

2. **Flowback-** A clause of the 1996 National Agreement (Article VI) provided for flowback between engine & train service on a voluntary basis. This would permit some men who were older to work on the ground if they so desire & let younger men work in engine service. An agreement needs to be worked out by both organizations to enable this option to work in a fair & equitable manner. We negotiated a agreement on the Tex-Mex that provided for this option to be totally free & for engine service to be just another craft which an employee had seniority in & one he could use as he saw fit. It would work just as our seniority's do now between Conductor, Brakeman & Switchman. A man could start his engineer seniority and then bid on any job of all crafts based on his seniority in that craft. A man would retain his right's to productivity fund & arbitraries, but would only gain them whenever he worked as a trainman. This would enable some of the old pre-1985 men to go ahead & start their engine service & not give up 25 or 30 years trainman's seniority.

3. **Engineer training-** It was pointed out to me that when an engineer's in training & they are put on the simulators, they are not given training on real life situations. Why wouldn't the simulator test these newbies on what to do when they are confronted with a tank truck or school bus on a crossing. They should be pre-trained on how to handle their trains in such a situation. This is a very traumatic situation (I know) & many times the situation can be made worse if the engineer doesn't react properly. A engineer should be taught this now so that if it happens they will have some training in what to do. They should be trained on how to handle the train in the case of the train pulling down when it derails. They should have been told what to do if the chemical train they are on derails. They could even be confronted with animals (such as a herd of cattle) on the rail in front of their local. All training shouldn't be with a loaded thru freight only. They should train on handling a short local & stopping the train to switch & spot industries.

4. **Palestine-** Lets get specific. Why can't the engineering (signal men) department fix the signals so a train coming from the south (Houston) can have clear signals all the way through Palestine. It was always dumb for a train to have to slow down for South Junction because of an approach signal at the top of the hill, but totally insane to have to creep up to West Junction prepared to stop because of two short blocks. It was stupid when we stopped at Palestine to creep around for 30 minutes before you got off the train, but it is totally ignorant to do so when you still have 84 miles to go. If no trains are approaching from the west, or if the dispatcher simply wants the train from the south to go first, that train should go past South & West Junctions with a clear signal. It was bad when that last signal at West Junction was on the cantilever up high but a train has to almost stop at West Junction since they moved that high signal over in the weeds.

## SHARE THE GRAVY

All the talk we hear about the budget & the great need to operate our trains "on time" has set me to



thinking. We know that one of the main reasons MTO's & MOP's "encourage" us to get off our duffs & get on the trains is to protect their on time records. Why are these men so worried about their "on time" records? It is because they love their jobs & have deep pride in their work, right? Wrong!! It is because these men's records determine to a great extent what their bonuses will be. If it meant more money for me, I would be worried & fussin' too. Notice what I said. If the Carrier would cut the employees in on the gravy, we might be a little more worried about our train's "on time" performance too. The way it works now, we generally get more money if the train is delayed than if it is on time. The Carrier should consider setting up in the computer how close to on time a individual's trains run & if they maintain a certain average for a quarter, then allow them some kind of reward, (money!!!) or other incentive. This would get the men involved more deeply in the actual running of the company & give them something to be proud of. There is a possibility of helping to build morale too. (Which can't go anywhere but up) It would also help to compensate them for a little of what they are shorted each half by timekeeping, but that's another story.

### ✓ SENIORITY TO CHANGE (SORT OF)

We are attaching on the website, a copy of a letter from the General Chairman's office which lays out the new prior rights scheme for the Houston Hub. Those individuals (mostly SP & Palestine folks) who have prior rights in more than one zone are going to have to make a choice of only one zone to exercise his prior rights in. Where you are on May 3, 1999 will determine your choice of your prior right zone for the next year unless you file a form designating a different zone to be your choice. If you designate a different zone than the one you are working in to be your prior right zone, then after July 1, 1999, you will work in that zone & all but your designated zone with common seniority. In other words, you either work in the zone you choose as your prior rights zone or designate another zone to be your prior rights zone but you work in the other four zones under your common seniority. This prior rights zone will be your zone until July 1, 2000, at which time you will have the right to change your choice of prior rights zone. While we are talking about ratcheting every July 1, how is that going to affect the setting of vacations every December. Won't this cause the vacation problems to explode when a man gets a vacation slot according to the zone he's working as of December, but finds himself working in another zone after July and his vacation makes that zone go over the allotted numbers from July on. (I just know that the Carrier will be so understanding and allow everyone to take his vacation when it is scheduled regardless of what it does to their "flat line".)

This raises some questions. What happens if you designate zone 3 as your prior rights zone but there is not enough assignments in that zone for you to hold? Do you gain prior rights in another zone, or are you forced to go to another zone on your common seniority? Are they going to limit the number of employees who can select each zone as their prior rights zone, or is it totally open to whosoever chooses a zone with no limits? What happens to a man from DeQuincy or Kingsville, who only have prior rights in one zone, if they cannot hold a job in their one prior rights zone? If they can't hold a job in their prior rights zone, does this create a reserve board because of their protected status? Is this agreement going to force the Carrier to lay off some or most of the new hires since 1996? We were told when the Houston Hub Agreement went into effect that there were about 800 jobs in the Houston Hub. There are nearly 1400 men in the Hub now. They don't need that many in engine service & it seems this award is going to force the limiting of the number of men assigned to each zone. If that happens, there could be a lot of folks cut off & back on the street (this will cause a terrible fight about "hired off the street" engineers working while maybe Pre-August 1997 men are completely cut off!!!). Remember, everyone hired after

October 6, 1996 has no protection from furlough. Further, it is evident from the wording of the award, the so-called "ghost slots" will be gone & everyone on a zone roster will be working in that zone. But the freedom of movement between the zones that a lot of folks were using is gone. You will be hung in one zone for at least a year. Your common seniority will probably not allow you to hold very many, if any, positions in another zone. So now the multiple prior rights is not nearly as good as it once was. It will be interesting to see how this works out. These kind of cloudy issues are the just what the UP loves. They take these kinds of problems to arbitrators, and do away with things like "not forcing protected people out of their prior right zones". You can bet the General Chairmen and Union gave up something to get this protection in an agreement. Then the Carrier tries to slip in the back door and take it back. That's why the opening up of "voted on and signed negotiations" cost us in the long run! The carrier fights dirty and we must always be aware of their unhonorable ways.

### **SAN ANTONIO/ FT. WORTH HUB NEGOTIATIONS**

No one is saying much about what it going on in the other Hubs. What we've heard is the S.A Hub was arbitrated on April 7th, so it would be normal to be waiting on a decision from the referee on that. They were still negotiating on the reduced Ft. Worth Hub at the same time. The word is out the General Chairmen is not going to honor the Side Letters in the Houston Hub which allow men to go to other Hubs when they are done. That side letter was done with the Carrier & both sides agreed that it did not matter about the moving allowances since trying to force men from Palestine would only wipe out the San Antonio rosters because almost all of the new hires on the 6B roster were working in San Antonio. The moving allowance restriction was waived for the convenience of both sides so that zone 3 would get enough men to fill out that roster & not disrupt Carrier operations. Now we are saying we won't honor that letter because the other General Chairmen didn't sign it. That letter only affected Palestine men &, as such, did not need any other signatures. I couldn't tell John Saunders not to make an agreement concerning his men, why should we need Mr. Saunders signature on our agreement. Palestine will still get some slots due to the 55 mile equity we have in the San Antonio Hub, but who knows if that will be enough. Some of the Ft. Worth men who came to Houston also had expressed interest in going back to Ft. Worth or else going to San Antonio. They have a side letter that refers to them & it should be honored just the same as the Palestine letters. One thing being overlooked in this argument is the fact all of these men chose the Houston Hub based on very little information & did so with the Union's assurance that they would have more options further down the line if they would just agree to work in the Houston Hub & cover the jobs. Now we are saying they don't have any options & are going to have to live with a decision they made over a year ago. This is also not considering that we have totally changed nearly everything about the Houston Hub that they bid on. We have changed the working conditions &, most importantly, the seniority in the Houston Hub & now say, "sorry about your luck, you have no options that we promised you anymore". Sorry guys. This just ain't right.



STB FD 32760 (Sub 34) 7-2-99 B 194921 2/2

30344  
SEC

SERVICE DATE - JULY 8, 1999

SURFACE TRANSPORTATION BOARD

DECISION

STB Finance Docket No. 32760 (Sub-No. 34)

UNION PACIFIC CORPORATION, UNION PACIFIC RAILROAD COMPANY, AND  
MISSOURI PACIFIC RAILROAD COMPANY  
— CONTROL AND MERGER —  
SOUTHERN PACIFIC RAIL CORPORATION, SOUTHERN PACIFIC TRANSPORTATION  
COMPANY, ST. LOUIS SOUTHWESTERN RAILWAY COMPANY, SPCSL CORP., AND  
THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

(Arbitration Review)

Decided: July 7, 1999

By petition filed on June 23, 1999, under 49 CFR 1115.8, Mr. E.E. Schoppa, acting on behalf of himself and other similarly situated employees, requests a 30-day extension, to July 23, 1999, of the deadline for filing an appeal of the decision of Arbitrator R.J. Carvatta.

On July 2, 1999, the United Transportation Union (UTU) and the Union Pacific Railroad Company (UP) filed replies in opposition to the requested extension.

The requested extension will be denied. The arbitrator issued his award on November 17, 1998. On February 1, 1999, the arbitrator issued a decision clarifying the award. Under the assumption that the 20-day deadline began to run on February 1, 1999, rather than November 17, 1998, the appeal was due by February 22, 1999. Thus, petitioners are at least 4 months late in filing an appeal.

Petitioners have not explained their lengthy delay. Petitioners allege that they did not become aware of the effect of the award on them until June 4, 1999. However, in a letter dated May 27, 1999, petitioners' attorney stated that they became aware of the modified award on May 4, 1999.<sup>1</sup> Moreover, petitioners should have been aware of the clarified award even before May 4, 1999, because it was distributed to the "Local Chairpersons in the Houston Hub" on February 10, 1999, and April 16, 1999.<sup>2</sup> In addition, the dispute was discussed on the web home page of the

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<sup>1</sup> Specifically, the letter stated, "... [o]ur clients are concerned about the Carvatta award, as modified on February 1, 1999, but not given by the Union to our clients until May 4, 1999." See Exhibit 1 of UTU's reply filed on July 2, 1999.

<sup>2</sup> Statement of A. Terry Olin, attached to UP's reply filed on July 2, 1999; statement of David L. Hakey, attached to UTU's reply filed on July 2, 1999.



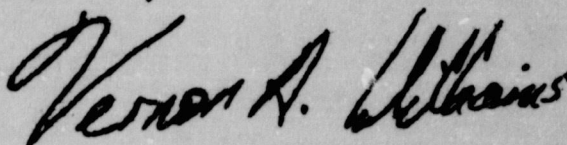
General Committee of UTU's Houston Hub.<sup>3</sup>

Under these circumstances, petitioners had adequate time to prepare an appeal and have not justified their failure to do so.

It is ordered:

1. The petition for an extension is denied.
2. This decision is effective on its date of service.

By the Board, Vernon A. Williams, Secretary.

A handwritten signature in dark ink, appearing to read "Vernon A. Williams". The signature is fluid and cursive, with the first name "Vernon" being the most prominent.

Vernon A. Williams  
Secretary

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<sup>3</sup> Id.

SERVICE LIST FOR: 08-jul-1999 STB FD 32760 34 UNION PACIFIC CORPORATION UNION PACI

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