



UNITED TRANSPORTATION UNION

GENERAL COMMITTEE OF ADJUSTMENT
UNION PACIFIC WEST • CENTRAL CALIFORNIA TRACTION • STOCKTON TERMINAL & EASTERN
ALAMEDA BELT LINE • OAKLAND TERMINAL RAILROAD

501 MISSION STREET, SUITE A • SANTA CRUZ, CA 95060 • (831)429-8888 • FAX (831)429-8881 • E-mail - UTUGO887@AOL.com

J. KEVIN KLEIN
General Chairperson

NORMAN J. LUCAS
Vice General Chairperson

LARRY W. PARTRIDGE
General Secretary

L. BRUCE HOLDER
Vice General Chairperson

February 7, 2003

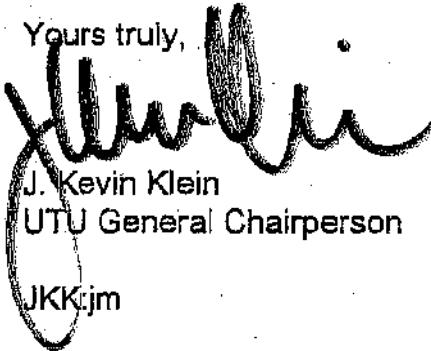
Mr. A. Terry Olin
General Director - Labor Relations
Union Pacific Railroad Company
1416 Dodge Street - Room 323
Omaha, NE 68179

RE: UTU contract issues processed by representatives of an Organization other than UTU.

Dear Mr. Olin:

Thank you for your February 6, 2003 letter confirming the right of this Committee to handle claims of Trainmen and Switchmen under the former SP Western Lines Agreement exclusively on the property and particularly your advice that, "in the event someone other than a UTU representative progresses a claim involving former SP Western Lines Agreement provisions, he or she is notified of the impropriety of that handling and that we will not handle further that claim with him or her."

Yours truly,



J. Kevin Klein
UTU General Chairperson

JKK:jm

Enclosures

cc: Mr. Byron A. Boyd, UTU International President
Mr. Clinton J. Miller, UTU General Counsel
All Local Chairpersons on this Committee

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

February 6, 2003

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Mr. J. Kevin Klein
General Chairperson
United Transportation Union
501 Mission Street, Suite A
Santa Cruz, CA 95060

KEB 55

FEB 10 2003

Dear Mr. Klein:

This refers to your e-mail memorandum of January 26, 2003, and your letter dated January 31, 2003, regarding the handling of time claims and grievances involving collective bargaining agreements to which the United Transportation Union ("UTU") is a party by individuals that are not representatives of UTU.

Your January 31 letter referenced an example of a claim filed in behalf of a trainman by a Brotherhood of Locomotive Engineer Vice-Chairperson that was handled by our office. It was your organization's position this claim should not have been handled with the BLE Vice-Chairperson since the proper method under existing collective bargaining agreement provisions require handling of such matters with representatives of UTU. Moreover, you assert such handling is required since this is the customary and usual manner for handling times claims on your territory.

Our research indicates, consistent with that set forth in Mr. Loomis' letter of June 23, 2000, the customary and usual manner for handling time claims and grievances arising under applicable collective bargaining agreement provisions for trainmen/yardmen in the territory comprising the former SP Western Lines is to handle such matters with representatives of UTU. In this regard, there is nothing that leads us to conclude the statements contained in Mr. Loomis' June 23, 2000 correspondence are not still applicable.

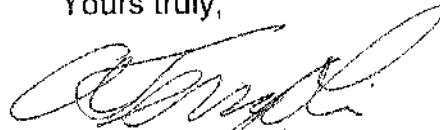
Accordingly, and pursuant to your request, we have reviewed our internal claim handling procedures to ensure they do not operate in opposition to the requirements of the SP Western Lines collective bargaining agreement, the Railway Labor Act and Mr. Loomis' June 23 correspondence. Those involved in the handling of time claims and grievances focusing on application or interpretation of the former SP Western Lines collective bargaining agreement have also been advised of this matter and the associated requirements. Moreover, our procedures have been revised to ensure that

in the event someone other than a UTU representative progresses a claim involving former SP Western Lines Agreement provisions, he or she is notified of the impropriety of that handling and that we will not handle further that claim with him or her.

Finally, your request ". . . that any such claim or grievance presented by another Organization is not accepted for processing by UP . . ." cannot be accommodated. UP has specific obligations under various collective bargaining agreement and Railway Labor Act provisions to respond to claims and grievances submitted to us. Thus, to put in place machinery that would bar the progression of claims or grievances is in and of itself contrary to those Agreement and Railway Labor Act requirements. You may rest assured, however, that if claims or grievances involving the former SP Western Lines UTU Agreement are presented for handling by another organization, UP will specifically advise that organization of our position regarding the impropriety of their handling the matter.

I hope this addresses your concerns. If you have any questions, please do not hesitate to give me a call at your convenience.

Yours truly,



A. Terry Olin
General Director - Labor Relations
Arbitration & Negotiations

cc: Mr. R. D. Meredith
Mr. A. C. Hallberg -- Roseville, CA
Mr. R. Gregory
Mr. T. G. Taggart
Mr. A. L. Weed
Ms. L. A. Davis
Mr. J. L. Reilly



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General Chairperson

NORMAN J. LUCAS
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LARRY W. PARTRIDGE
General Secretary

L. BRUCE HOLDER
Vice General Chairperson

January 31, 2003

VIA FAX

Mr. A. Terry Olin, General Director - Labor Relations
Union Pacific Railroad Company
1416 Dodge Street - Room 323
Omaha, NE 68179

Dear Mr. Olin:

RE: UTU Contract Issues Processed by Representatives of an Organization Other Than UTU.

Enclosed is a declination letter written by UP Labor Relations to a Local Chairman of an Organization other than UTU, dated December 5, 2002. The claim was presented for payment under the rules and interpretations of the agreement between this UTU Committee and UP, and we are writing this letter to advise, once again, that UP's acceptance for processing of such a claim presented by another Organization is improper, even if subsequently denied. UTU is the only Organization authorized to process such a claim.

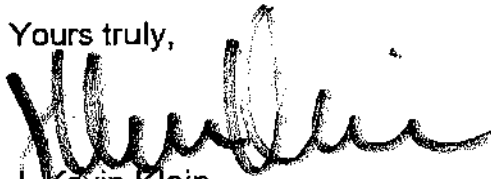
The impropriety of Organizations other than UTU representing trainmen and switchmen on this property is already considered and resolved. In a June 23, 2000 letter to UTU General Chairperson, J. Kevin Klein, attached for your review, UP General Director Labor Relations William E. Loomis states, in pertinent part: "BLE will not be allowed to represent CB & S employees in Company level discipline and time claim hearings and conferences on the former SPWL territory."

We request that your office take action to advise all concerned within UP that UTU is the only organization authorized to process claims and grievances involving matters under the jurisdiction of this Committee, and to ensure hereafter that any such claim or grievance presented by another Organization is not accepted for processing by UP.

Page 2
January 31, 2003

Failure to comply with our request will force this Committee to seek other remedies. We ask that you advise this Committee, at the earliest opportunity, of your actions on this matter.

Yours truly,



J. Kevin Klein
UTU General Chairperson

JKK: jm

Enclosures

cc: Mr. Byron A. Boyd, UTU International President
Mr. Clinton J. Miller, UTU General Counsel
All Local Chairpersons, UTU-GO887

December 5, 2002

Carrier File #	Organization File #	Claim Date	Claim Amount
1325426	None specified	06/21/2002	MBE

(380.95)

Mr. G. J. Philbrook
Vice Chairperson, BLE Division 56
1902 Orange Tree Lane Suite 190
Redlands, CA 92374

Dear Sir:

Please reference your letter received in this office September 6, 2002, appealing claim on behalf of Conductor M. A. Bowen (SS#), seeking payment of missing brakeman's earnings account allegedly performing more than three (3) work events enroute for claim date June 21, 2002.

It is the Organization's position that Conductor Bowen was regularly assigned to SP760 RT09 board and was required to make more than three (3) work events en route between the initial and final terminal, as follows:

At City of Industry, Claimant:

- Set out to A-Yard 3
- Set out to A-Yard 4
- Set out to Bowl 13
- Set out to A-Yard 3, lines 42 through 63

At L. A. T. C.:

- Set out to Track 35, lines 12 through 14, 64 through 82

The Organization cites Article I, Section 2 of the UTU, 1997 SP West Modification Agreement as support for claim.

It is the Carrier's position there is no merit to this claim. In reviewing the list of activities performed on the date in question, the Carrier does not agree that all activities performed were work events under the agreement cited. Specifically, a review of this appeal and claimant's work history reveals several moves made that may have been bad order cars or cars containing hazardous materials. The Carrier notes that the Organization has submitted no work orders documenting these moves. Therefore, it is impossible for the Carrier to determine the reasoning behind the moves as well as the validity of the claim. The Carrier notes the wording of Article IV, Section B (2), "Crew Consist" of the UTU, 1997 SP West Modification Agreement:

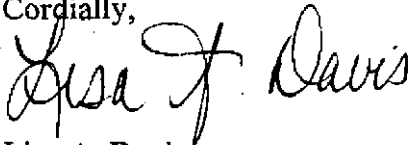
- (2) Trains operated with a crew of one (1) conductor will be restricted to no more than three work events en route between the initial and final terminals, subject to the following:
- a. A work event is considered to be a straight pick-up or set out.
 - b. Picking-up, setting-out, or exchanging one or more locomotives and setting-out a bad order car shall not be considered a work event. (Emphasis added)
 - c. Work performed in the initial and/or final terminal will be governed by applicable rules, including all national rules.

In light of the foregoing, it does not appear that Claimant exceeded three work events as alleged. Claimant was properly compensated for the service performed and is due no additional monies.

Article I "Mutual Commitment" as cited by the Organization specifies territories governed by the SP West UTU collective bargaining agreement. There is no Section 2 for this rule. Article I does not apply to the instant claim.

Based upon the above, this claim is excessive, lacks merit or rules support and is declined in its entirety.

Cordially,



Lisa A. Davis
Labor Relations Officer
Contract Administration