

## **AGREEMENT**

**Between**

**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**

**And**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

### **INTERDIVISIONAL SERVICE: - - CHEYENNE / GREEN RIVER**

Pursuant to Article IX, "INTERDIVISIONAL SERVICE," of the May 19, 1986, National Award, the parties have agreed to establish pool freight service between Cheyenne, Wyoming and Green River, Wyoming, subject to the following:

#### **CONDITIONS**

**Section 1. Cheyenne Home Terminal** Cheyenne, Wyoming shall be the Home Terminal for employees working in the Interdivisional Service created by this Agreement.

**Section 2. Miles of Run** Crews working in this Interdivisional Service will be allowed 310 miles.

**NOTE 1:** Mile Pole 510.80 at Cheyenne will function as the arrival and departure point at that location.

**NOTE 2:** Mile Pole 814.7 at Green River will function as the arrival and departure point at that location.

**Section 3. Rate of Pay** The provisions of the PEB 219 National Implementing Agreement shall apply.

**Section 4. Overtime** Overtime for employees hired prior to October 31, 1985, shall begin after twelve (12) hours on duty in this interdivisional service unless the crew operating a train does not reach Rawlins, from either direction, due to the Hours of Service Act. A crew not reaching Rawlins will begin overtime after ten (10) hours.

When overtime, initial terminal delay, and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time or overtime, whichever is greater.

Overtime for employees hired subsequent to October 31, 1985, shall be paid in accordance with the PEB 219 National Implementing Agreement.

**Section 5. Transportation** Transportation will be provided in accordance with Section (2) (c) of Article IX of the May 19, 1986, National Award.

**Section 6. Meal Allowance and Eating Enroute** Meal allowances will be governed by Article VII of the PEB 219 Implementing Agreement and eating enroute will be governed by Section (2)(e) of Article IX of the May 19, 1986, National Award.

**Section 7. Suitable Lodging** Suitable lodging will be provided by the Carrier in accordance with Section 1 of Article II of the June 25, 1964, National Agreement as described in Section 3 of the July 14, 1972 Memorandum of Understanding which permits the use of the Green River Clubhouse.

**Section 8. Employee Protection** In lieu of all benefits that may be provided by Section 7 of Article IX of the May 19, 1986 National Award, to any employee, the following shall apply:

(a) All Sixth District employees who live in excess of 30 miles from Cheyenne and who are assigned by application or forced to initial positions, regular or extra, at Cheyenne shall be entitled to either:

(i) a lump sum of \$32,500.00 if on June 1, 1992, the employee owns his/her own house or is under contract to purchase his/her home; or

(ii) a lump sum of \$10,000.00 if on June 1, 1992, the employee does not own a home or is not under contract to purchase a home.

(b) Should the number of pool turns or extra board positions available to Sixth District employees at Cheyenne increase above the implementation number during a one-year period beginning with the implementation date of this service, the senior applicant or employee forced to the position shall be entitled to the provisions of (a) above.

(c) If an employee who received an allowance under (a) or (b) above and is unable to hold any working position in Cheyenne or place on any reserve board within three years after changing his point of employment and elects to move his place of residence back to his original point of employment (Rawlins), they shall be entitled to the benefits of Section 10(a) of the Washington Job Agreement, except that they will be allowed five (5) working days instead of two (2) and shall receive a transfer allowance of \$400.00.

(d) Except to the extent provided in (a), (b) and (c) above, changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

(e) Employees who are granted a lump sum in accordance with this Section 8 shall be required to hold a working position in Cheyenne, seniority permitting, for a period of three years from the date they are assigned to a position in Cheyenne. If unable to hold a working position, they must place on a reserve board, seniority permitting, prior to displacing a working position at Rawlins or Green River. If forces at Cheyenne are again increased, these employees will be placed on the vacancies prior to allowing or forcing non "lump-sum" employees to the Cheyenne vacancies.

(f) There shall be no duplication of benefits as a result of working in a different craft nor shall an employee be entitled to more than one payment under (a) or (b) above or one payment under (c) above.

**Section 9. Pick Ups and Set Outs Enroute** It is recognized that crews working in this Interdivisional Service may be required to make pick ups and set outs during their tour of duty.

### **Section 10. Extra Boards**

(a) The existing Fifth District Extra Board shall continue to protect all Fifth District Work including any Hours of Service relief that is needed for trains manned by Sixth District engineers that expire under the HOSA East of Rawlins. This does not prevent the use of pool crews in combination service from performing this service.

(b) A new Sixth District guaranteed extra board shall be established at Cheyenne to protect Sixth district Cheyenne vacancies. The standard Eastern District guaranteed extra board agreement shall apply.

~~(c) At 12 noon of each day, the first out engineer on the Sixth District Extra Board at Cheyenne who has been marked up first-out and available but not called in the preceding twenty-four (24) hours will be placed at the foot of the extra board.~~

### **Section 11. Apportionment of Work**

(a) Fifth District employees will be entitled to 57% of the work covered by this Agreement and Sixth District employees will be entitled to 43% of the work covered by this Agreement.

**Section 12. Equalization of Work** Equalization of crews shall reflect the appropriate percentages between Fifth and Sixth Districts' employees. Crews shall be run first-in/first-out as one pool.

**Section 13. Mileage Regulations/Guarantee.**

**(Section 13 was cancelled by carrier on December 4, 1997 effective September 21, 1998)**

The pool at Cheyenne shall be guaranteed as follows:

- ~~(a) The guarantee shall be the dollar equivalent of six round trips (620 base miles determined on the basis of two one-way starts x 6) per month.~~
- ~~(b) An engineer who lays off, misses call, or is unavailable, and misses one or more round trips shall have deducted from their guarantee the dollar equivalent of one round-trip for each trip so missed.~~
- ~~(c) The Board shall be regulated between 5.5 and 7 round trips per month. The Carrier will use a 15-day window to review starts for regulation purposes.~~
- ~~(d) The guarantee shall be in force for a minimum period of one year from implementation date. Either party may cancel this Section by giving a 30 days' notice prior to the start of a succeeding year. If no notice is given, then the guarantee shall continue for another one-year period.~~
- (e) If Section 13 is cancelled, their mileage shall be regulated in accordance with the then current work rule agreement.

**Section 14. Implementation** Due to the need to qualify engineers in accordance with FRA certification regulations and to ensure that proper familiarization is achieved, the following shall apply:

- (a) On implementation a Sixth District extra board and Fifth District pool will be established. An engineer from each source will be called to man each train with the respective engineer operating as a pilot over their prior right territory for the other engineer.
- (b) When Sixth District engineers are qualified/certified, they shall be assigned to the pool and additional Sixth District engineers will be added to the extra board and additional Fifth District to the pool, and additional qualification shall take place until all engineers have been properly certified.
- (c) The apportionment of work formula of Section 11 is waived during the implementation period until all engineers are certified. When this is accomplished, then the proper percentages shall apply. It is further understood

that more than seven (7) round trips may be worked in a month when two engineers are in the locomotive in order to expedite the familiarization process.

(d) The Carrier will provide lodging at Cheyenne for a maximum of 30 days for Sixth District engineers while in the familiarization process.

**Section 15. Tie-ups Enroute**

(a) Except in case of wrecks, floods, washouts and storms, employees will not be tied up enroute under the Hours of Service Act and held at such intermediate point and then required to resume their trip after obtaining legal rest.

(b) Except in (a) above when tied up on line of road, crews in this service will be deadheaded to their objective terminal immediately after being tied up. If the relief crew or transportation does not arrive within one hour of the time tied up, a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

**Section 16. Effective Date** The Carrier shall give the General Chairman ten (10) days' written notice of its desire to implement this Agreement.

**Section 17. Conflict of Agreements** Nothing in this Agreement shall be construed as modifying or amending any of the provisions of any labor agreement including current Interdivisional Run agreements between the Company and the organization, except as specifically provided herein.

Signed at Omaha, Nebraska, this 9th day of 1992.

FOR THE ORGANIZATION:  
          /s/ Michael Young            
M. A. Young  
General Chairman, BLE

FOR THE CARRIER:  
          /s/ W. S. Hinckley            
W. S. Hinckley  
Director Labor Relations

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



920.30  
140.80-5  
Side Letter No. 1

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to Section 8 of the Cheyenne-Green River Interdivisional Agreement. It was agreed in conference that specific instructions would be prepared to assist employees in applying for the lump sums. The proper procedures are as follows:

- (1) The attached form must be used.
- (2) The employee must attach documents supporting their claim that they qualify for the \$32,500. Documents may include deeds, mortgage papers, tax records, etc. Documents must be for the home they use as their residence, not rental property.
- (3) The employee must have completed their certification process as provided in Section 14 prior to applying.

Yours truly,  
                  /s/ W.S. Hinckley                    
W.S. HINCKLEY  
DIRECTOR – LABOR RELATIONS

AGREED:  
                  /s/ Michael Young                    
General Chairman, BLE

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



920.30  
148.80-5  
Side Letter No. 2

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to the Cheyenne-Green River Interdivisional Run Agreement. In an effort to provide stability to those Sixth District engineers who work in Cheyenne, the parties have agreed to explore several opportunities to keep these employees in Cheyenne when mileage regulation normally may cause otherwise.

Included in these opportunities are the guaranteed pool, the guaranteed extra board, and the use of a reserve board at Cheyenne. If a Sixth District engineer relocates to Cheyenne and is unable to hold either the guaranteed pool or guaranteed extra board and they are not needed in Rawlins, then the employee must place on the Sixth District/Cheyenne reserve board if a lump-sum employee for the three-year period of Section 8(e). If not a lump-sum employee, then they may place on the reserve board prior to exercising seniority to another location if not needed at that other location.

Should a "lump-sum" employee be needed at another location where they have seniority, the Carrier will provide up to 30 days' lodging at a Carrier facility beginning with the date recalled to the location.

Yours truly,

/s/ W.S. Hinckley

W.S. HINCKLEY

DIRECTOR – LABOR RELATIONS

AGREED:

/s/ Michael Young

General Chairman, BLE

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



920.30  
148.80-5  
Side Letter No. 3

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to mutual concerns that the Carrier would offer separations to "lump-sum" employees after they relocated to Cheyenne and then forcing Rawlins employees to Cheyenne without the benefit of relocation allowances.

This is to confirm our understanding that the Carrier will not offer a separation allowance to a "lump-sum" employee for a period of one year from the date of implementation unless there develops surplus engineers in Cheyenne. This surplus would be evidenced by Sixth District engineers at Cheyenne being on the Reserve Board for at least thirty (30) consecutive days.

Yours truly,

/s/ W.S. Hinckley

W.S. HINCKLEY

DIRECTOR – LABOR RELATIONS

AGREED:

/s/ Michael Young  
General Chairman, BLE

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



920.30  
148.80-5  
Side Letter No. 4

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to the Cheyenne-Green River ID Agreement. In conference several questions were raised as to the intent of certain parts of the Agreement, and it was agreed to explain those items in a side letter.

Based on our discussions, the following was agreed to:

**Section 4. Overtime** - "employees hired prior to October 31, 1985" refers to employees who have a date in train or engine service prior to October 31, 1985, and are working as engineers under this agreement.

**Section 8. Employee Protection** - (e) The Sixth District Cheyenne Reserve-Board shall be at 70% of the monthly pool guarantee for a period of one year from the date of implementation of the ID Service. Upon completion of the one year, the reserve board rate shall be the standard rate of 70% of the yard engineer rate as stated in the reserve board agreement.

**Section 12. Equalization of Work** - To keep the 57/43% it will be necessary to have 4 of every 7 assignments belong to the Fifth (5th) District and 3 of every 7 assignments belong to the Sixth (6th) District. A chart is attached covering 100 pool turns.

The amendment to Rule 53(a) dated December 29, 1981, which states:

"Engineers in chain-gang service will remain with the train for which called regardless of their respective first-in, first-out order.",

will be applicable to the Cheyenne-Green River ID pool. Should the agreement be terminated in accordance with the ten-day provisions of the December 29, 1981 Agreement, then Rule 53(a) will apply to this pool.

Mr. M. A. Young  
Page Two Files:  
920.30  
140.80-5  
Side Letter No. 4

**Section 13. Mileage Regulation/Guarantee –**

(a) The dollar equivalent of one round trip at the 3-unit rate at the time of implementation is \$701.78. The monthly guarantee is (6 x 701.78) \$4210.68.

As National or Local Agreements adjust rate of pay and basic day mileage, the guarantee will be adjusted and a letter of confirmation will be sent to the General Chairman notifying him of the change.

(b) The guarantee shall be applicable on a semimonthly payroll basis of \$2105.34. There shall be no adjustment from one payroll period to another except in the case of time claim settlements covering periods when guarantee was paid.

(c) The deduction at the time of implementation is \$701.78 per trip.

(d) Turn(s) will be added when the average of the pool exceeds 7 round trips per month and may be reduced when the average drops below 5.5 round trips per month. The Carrier shall regulate the pool but will work with the BLE Local Chairman on issues relating to the pool.

Yours truly,  
                  /s/ W.S. Hinckley                    
W.S. HINCKLEY  
DIRECTOR – LABOR RELATIONS

AGREED:  
                  /s/ Michael Young                    
General Chairman, BLE

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



920.30  
140.80-5  
Side Letter No. 5

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to our discussions concerning the Green River Clubhouse. Both parties have expressed their views on this subject and they need not be reiterated again in this letter.

In an effort to provide employee input into monitoring lodging conditions and reviewing those conditions on an ongoing basis it was agreed that a committee would be formed involving an employee from each craft and from the Superintendent's office. The role of the committee will be to review complaints and make suggestions in improving problem areas should they arise.

Should you be agreeable to the above, please sign below, indicating your acceptance.

Yours truly,  
                  /s/ W.S. Hinckley                    
W.S. HINCKLEY  
DIRECTOR – LABOR RELATIONS

AGREED:  
                  /s/ Michael Young                    
General Chairman, BLE

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



920.30  
140.80-5  
Side Letter No. 6

September 11, 1992

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to our conference of September 9, 1992, wherein we discussed the implementation of the Cheyenne-Green River Interdivisional Service. During our conference several items were clarified and we agreed to add an additional side letter to put the clarifications in writing.

- (1) The Carrier will put up a notice for two bids at Rawlins. One bid will cover the first 24 engineers to apply for ID service and the second bid will cover the first six (6) engineers to enter ID training.
- (2) The six (6) engineers will enter training with six (6) applicants from the Fifth District. An engineer from each district will run on each train during training.
- (3) When all twelve (12) engineers are qualified, then they shall move to an ID Board. A new bulletin at Rawlins will be posted for the next set of engineers. If the program will handle more than six (6), a larger number will enter the program with an equal number from the Fifth District. As additional engineers qualify, they may be moved to the ID Board.
- (4) Once the ID Board is created, it will also be used to qualify Fifth District extra board engineers.
- (5) The Carrier will schedule qualifying trips so that engineers will have at least 24 hours at Cheyenne between starts. The parties recognize that this is a goal and that traffic conditions may occasion less than 24 hours.
- (6) Sixth District engineers who bid in the ID service will be required to remain in that service for a period of three years, seniority permitting, and cannot be displaced from the service unless it would result in a senior engineer being furloughed.

(7) While on the qualifying board engineers will be subject to the pool guarantee provisions of Section 13.

Should the above properly reflect your notes from our conference, please sign below returning one copy to this office.

Yours truly,

                  /s/ W.S. Hinckley                  

W.S. HINCKLEY

DIRECTOR – LABOR RELATIONS

AGREED:

                  /s/ Michael Young                  

General Chairman, BLE

Cheyenne - Green River  
ID Service  
Pool Equalization

1.	5th	22.	5th	43.	5th	64.	5th	85.	5th
2.	6th	23.	6th	44.	6th	65.	6th	86.	6th
3.	5th	24.	5th	45.	5th	66.	5th	87.	5th
4.	6th	25.	6th	46.	6th	67.	6th	88.	DEN88
5.	5th	26.	5th	47.	5th	68.	5th	89.	DEN89
6.	6th	27.	6th	48.	6th	69.	6th	90.	6th
7.	5th	28.	5th	49.	5th	70.	5th	91.	5th
8.	5th	29.	5th	50.	5th	71.	5th	92.	6th
9.	6th	30.	6th	51.	6th	72.	6th	93.	5th
10.	5th	31.	5th	52.	5th	73.	5th	94.	5th
11.	6th	32.	6th	53.	6th	74.	6th	95.	6th
12.	5th	33.	5th	54.	5th	75.	5th	96.	5th
13.	6th	34.	6th	55.	6th	76.	6th	97.	6th
14.	5th	35.	5th	56.	5th	77.	5th	98.	5th
15.	5th	36.	5th	57.	5th	78.	5th	99.	6th
16.	6th	37.	6th	58.	6th	79.	6th	100.	5th
17.	5th	38.	5th	59.	5th	80.	5th	101.	5th
18.	6th	39.	6th	60.	6th	81.	6th	102.	6th
19.	5th	40.	5th	61.	5th	82.	5th		
20.	6th	41.	6th	62.	6th	83.	6th		
21.	5th	42.	5th	63.	5th	84.	5th		

**NOTE:** Turns 88 an 89 are allocated out of the Denver Hub Agreement.

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179



Files: W 920.30  
W 360.21

December 4, 1997

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

During the parties agenda conference held November 17 and 18, 1997, the matter of the Cheyenne/Green River interdivisional pool guarantee was discussed, which is relevant to Carrier's notice of October 31, 1997 and your Organization's reply of November 5, 1997. This letter confirms the discussions and outcome on this matter.

Without prejudice to Carrier's position, its notice of cancellation issued October 31, 1997 is withdrawn. However, in accordance with Section 13(d) of the Interdivisional Agreement, please accept this advance notice such guarantee will be discontinued effective September 21, 1998.

As a matter of additional record, the issue of the Cheyenne/Green River Interdivisional rate was placed on the Agenda Docket, identified as Agenda Item #17. In light of the fact Carrier is canceling the guarantee provisions for this Interdivisional Agreement, Agenda Item #17 will be removed from the docket.

Yours truly

/s/ L. Lambert  
DIRECTOR OF LABOR RELATIONS

CC: Tom Dein  
Tony Zabawa  
Frank Tamisiea



## Brotherhood of Locomotive Engineers

General Committee of Adjustment, Union Pacific Railroad - Eastern District

1620 Central Ave. • Room 203 • Cheyenne, WY 82001 • (307) 635-6736 • FAX (307) 634-1108

SAM CARUSO  
Vice General Chairman

MICHAEL YOUNG  
General Chairman

DON LeSAGE  
Secretary-Treasurer

Mr. Carl James  
General Chairman-BLE DRGW  
P. O. Box 7443  
Pueblo West, Colorado 81007

Mr. Dennis Penning  
General Chairman-BLE MPUL  
12531 Missouri Bottom Road  
Hazelwood, Missouri 63042

Dear Sirs and Brothers:

This is in regards to Side Letter No. 6 of the proposed Denver Hub UP-SP merger implementing agreement.

Side letter No. 6 details the administration of the allocated pool positions outside of the Denver hub at Cheyenne, Wyoming and Rawlins, Wyoming. As you know, the parties agreed to use the average number of pool turns assigned for the 4 separate pools between July and October, 1996 (inclusive) to determine the baseline number for the allocated turns.

Accordingly, this is to advise your offices that the necessary information has been obtained and that the following averages in each respective pool will be used for the baselines in establishing the allocated positions for the DRGW and the MPUL:

Cheyenne to North Platte (RE04) = **53** (No.'s 54 and 55 are allocated)

Cheyenne to Rawlins (RE05) = **35** (No.'s 36 and 37 are allocated)

Cheyenne to Green River (RE56) = **87** (No.'s 88 and 89 are allocated)

Rawlins to Green River (RE80) = **26** (No.'s 27 and 28 are allocated)

This will also serve to notify the Carrier of this information in advance so as to prepare for the necessary implementation of the merger in the Denver Hub.

Trusting that you will find this information beneficial. As always, I remain,

/s/ Michael Young  
General Chairman, BLE

cc: Local Chairmen Divisions 103, 115, 142, and 186  
ST's Divisions 103, 115, 142, and 186  
Allan Fegley/Committeeman-Division 103  
Scott Hinckley/General Director-Labor Relations