

APPENDIX B - INTERDIVISIONAL SERVICE

06/13/1972 AGREEMENT - THREE ID POOLS ON SECOND DISTRICT

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INTERDIVISIONAL SERVICE-SECOND SENIORITY DISTRICT

THREE POOLS AT NORTH PLATTE

- 1) Co-effective with the inauguration of interdivisional runs between North Platte and Council Bluffs at 12:01 AM, July 1, 1972, three separate pools with home terminal at North Platte will be established for engineers on the Second Seniority District, having the following respective territories:

<u>Territory</u>	<u>Designation</u>
No. Platte-Marysville	Marysville Interdivisional Pool
No. Platte-Council Bluffs	Council Bluffs Interdivisional Pool
No. Platte-Grand Island	Grand Island Pool

- 2) Engineers assigned to the Marysville and Council Bluffs pools will protect interdivisional service in their respective territories as provided by the Interdivisional Runs Agreement, as amended.
- 3) Engineers assigned to the Grand Island Pool will protect trains between North Platte and Grand Island that are received from and delivered to the Burlington Northern Road at Grand Island.
- 4) Except as provided by Section 3, non-interdivisional service will be protected by extra engineers.
- 5) Each pool will be independently regulated in accordance with the applicable schedule rules governing regulation of mileage.
- 6) Unless otherwise agreed to by the parties, the number of turns to be initially assigned to each of the three pools will be determined by a mileage check on June 24, 1972 covering the 14 days immediately preceding that date.
- 7) Bulletins advertising the designated number of turns in each pool will be posted not later than 12:01 PM, June 24, 1972 and such bulletins will be closed at 12:01 PM, June 28, 1972.
- 8) Assignments to the three pools will become effective 12:01 AM, July 1, 1972. Engineers will initially be placed on their respective boards in the order of their arrival at North Platte on their last trip prior to July 1, 1972.
Dated at Omaha, Nebraska this 13th day of June, 1972.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

07/14/1972 – MODIFICATION OF INTERDIVISIONAL RUNS AGREEMENT
AGREEMENT

between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
MODIFICATION OF INTERDIVISIONAL RUNS AGREEMENT
DATED DECEMBER 16, 1971

It is agreed the Interdivisional Runs Agreement dated December 16, 1971 and supplements thereto are changed to the extent indicated below:

- 1) Part VI "Changes of Residence" of the main December 16, 1971 Agreement is changed to read:

"Section 1. Any engineer required to change his residence under this Agreement shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, except that an engineer qualifying for a transfer allowance and the 5 working days allowance under Section 5 of Article VIII of the National Agreement dated May 13, 1971 will, instead of those allowances, be allowed a lump sum of \$1,000. Also, any such engineer who is a 'home owner' shall be allowed \$1,000 as an offset to a possible higher real estate market at his new location. Under this Section, change of residence shall not be considered 'required' if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

NOTE: 'Home owner' as used herein means an employee who, on the date of the written notice referred to in Section 2, Part I of this Agreement owns his own home or who is purchasing his own home under a land contract and who, as a result of the application of this Agreement, is required to change his place of residence within the meaning of Sections 10 and 11 of the Washington Job Protection Agreement and Section 1 of this Part VI.

"Section 2.

- a) Any engineer whose home terminal is changed as a result of the application of this Agreement, but who does not immediately change his place of residence, will be allowed 10 cents per mile driving allowance to and from his new home terminal until he changes his place of residence, but in no event will he be entitled to receive such driving allowance for a period of more than 60 days from the effective date of the written notice referred to in Section 2, Part I of this Agreement.
- b) Any engineer whose home terminal is moved a distance of less than 60 miles as a result of this Agreement must, within the 60-day period referred to in Paragraph (a) above, elect in writing and file such election with the Superintendent of the Company and Local Chairman of the BLE whether he will change or not change his place of residence to his new home terminal. In the event any such engineer elects not to change his place of residence or fails to make an election within the 60-day period referred to above he will thenceforth be allowed a \$5.00 driving allowance for each round trip to and from his new home terminal, which driving allowance

shall be in lieu of any and all other benefits to which he otherwise may have been entitled under Section 1 of this Part VI.

- 2) The following sections are added to Part VII "Miscellaneous Provisions" of the main December 16, 1971 Agreement:

"Section 8. For a period of 3 months from the effective date of the written notice referred to in Section 2, Part I of this Agreement, an engineer who works in interdivisional service will be entitled to his pro rata portion of a monthly guarantee of 3700 miles for each full calendar day on which he works in such interdivisional service.

"Section 9. An employee returning to active service as an engineer from leave of absence, discipline, promotion to an official position with the Company or full time assignment as a representative of the BLE will be given the options and resulting benefits provided for in this Agreement to the extent he qualifies therefore, with time limitations contained herein running from the date of his return to active service.

"Section 10. An engineer in interdivisional service having time to work under the Hours of Service Act will not be required to exchange trains with an engineer who is on short time under the Hours of Service Act. In the event of non-compliance with this Section 10 the engineers who are required to exchange trains will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to their same relative position on the board."

- 3) Section 1 of "Memorandum of Understandings" dated December 16, 1971 dealing with suitable lodgings and transportation is changed to read:

"Section 1. Suitable lodgings will be provided for engineers in interdivisional service. Also, suitable transportation to and from lodging point will be provided for engineers in interdivisional service where the designated lodging facility is not within one mile of the register point.

NOTE 1: 'Suitable lodging' for employees in interdivisional service will consist of a single occupancy room with a bath or shower, a wash basin, two chairs and a writing table. The room will be cleaned and serviced between each occupancy. The room shall be adequately cooled or heated where climatic conditions at the particular location: normally require such cooling or heating. This will not apply to Company Clubhouses and where there are no facilities reasonably available which qualify as 'suitable lodging' as described herein, the Company will have one year from the effective date of the written notice referred to in Section 2, Part I of the Interdivisional Runs Agreement to provide such suitable lodging. This will not estop the parties from working out an equitable allowance in lieu of providing suitable lodging.

NOTE 2: Suitable transportation includes Company owned or provided passenger carrier motor vehicles or taxi, but excludes other forms of public transportation.

At North Platte, while the existing lack of public transportation persists the Company will there provide shuttle service at regular intervals for engineers engaged in interdivisional service between the register point and the designated lodging facility. In the event public transportation becomes available at North Platte the provisions of Section 1 will apply."

- 4) In the application of Part V "Employee Protection" the time limit for initiating claims by displaced employees will be 180 days (instead of 90 days) from the date of the effective date of the written notice referred to in Section 2, Part I.
- 5) If the procedures set forth in Part IX "Implementing Procedure" are not working out satisfactorily to either party to this Agreement after 90 days after the effective date of the written notice referred to in Section 2, Part I of the Agreement, the parties signatory hereto will meet to formulate a mutually agreeable procedure for using crews.

These changes are effective June 1, 1972.

Dated at Omaha, Nebraska this 14th day of July, 1972.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

10/30/1972 LOU - ID REDUCTION OF TURNS

UNION PACIFIC RAILROAD COMPANY
Department of Labor Relations
Eastern District

J.H. Kenny
Director of Labor
Relations
P. A. Jordan
Asst. Director of
Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

E-013-22-52
E-013-22-1
E-013-22-48-RI

October 30, 1972

E.G. Becker,
General Chairman,
Brotherhood of Locomotive Engineers,
Omaha, Nebraska
Dear Sir:

REDUCTION OF TURNS- INTERDIVISIONAL SERVICE

This has reference to the Agreement dated July 2, 1970 entitled "ASSIGNMENT TO POOL TURNS WITH OR WITHOUT FIREMEN," under which certain rights of Engineers are determined by whether or not there is a fireman on the turn.

The provisions of that Agreement do not adapt themselves satisfactorily to those districts on which interdivisional service has been implemented; therefore:

IT IS AGREED:

The provisions of the Agreement dated July 2, 1970 entitled "ASSIGNMENT TO POOL TURNS WITH OR WITHOUT FIREMEN" are modified for application to Engineers in interdivisional service only as follows:

When the number of turns in an interdivisional freight pool is reduced, the turn held by the junior Engineer will be removed, without regard to whether or not there is a fireman on such turn.

Yours truly,
/s/ J. H. Kenny

AGREED:

/s/ E. G. Becker

General Chairman, BofLE

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations
Eastern District

J. H. Kenny
Director of Labor Relations
J. J. Marchant
Asst. Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102
E-013-22-10

December 17, 1974

E. G. Becker,
General Chairman
Brotherhood of Locomotive Engineers,
Omaha, Nebraska

Dear Sir:

This refers to our discussion in conference on December 17, 1974 regarding all deadhead miles in interdivisional service to be allowed at the basic rate and meal allowance enroute while deadheading by bus.

All mileage at the basic rate of pay is being allowed when deadheading in interdivisional service by bus.

The \$1.50 allowance, as provided for in Part VII, Section 5 of the December 16, 1971 BofLE Interdivisional Service Agreement will be allowed to engineers deadheading by bus in those instances when, in accordance with the above-mentioned section, such engineers are not afforded an opportunity to eat enroute. However, in those instances when a deadheading engineer does have an opportunity to eat, such engineer is not entitled to receive the payment provided for in Part VII, Section 5.

However this is not determinative with respect to the payment of future similar claims, which Carrier may determine to be without merit on the basis of interpretations rendered hereafter by competent tribunals.

Yours truly,

/s/ J. H. Kenny

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

1. For the territory listed below, engineers having a seniority date as of June 12, 1975 on such territory shall, in lieu of the road miles contained in Part I, Section 1(j) of the Interdivisional Runs Agreement dated December 16, 1971 be paid the road miles listed below when operating in interdivisional service from Denver to Rawlins or Rawlins to Denver.

Employees operating from Denver to Rawlins shall be allowed 280 road miles;
employees operating from Rawlins to Denver shall be allowed 280 road miles.

2. For the interdivisional service between Denver and Rawlins, Denver shall be considered an outlying point for Fifth District employees shall be allowed \$14.00 for a one-way trip when required to drive their personally owned automobile.
3. Prior to the establishment of interdivisional service between Denver and Rawlins a meeting shall be held with employee representatives and Company operating officers for the purpose of discussing this operation.

Dated at Omaha, Nebraska this 12th day of June, 1975.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker

General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny

Director of Labor Relations