

**APPENDIX K- MISCELLEANOUS**  
**MAKE WHOLE AGREEMENTS**

**SECOND DISTRICT**

180.30-1  
140.80-5

**MEMORANDUM OF AGREEMENT**  
**between**  
**UNION PACIFIC RAILROAD COMPANY (Eastern District)**  
**and the**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**(Eastern District)**  
**ENGINEERS USED OFF THEIR TURN ON THE**  
**SECOND AND THIRD SENIORITY DISTRICTS**

**IT IS AGREED THAT:**

The following "make-whole" provisions will be placed in effect on the Second and Third Seniority Districts for Engineers that are used off their regular assignment.

1. After all the appropriate vacancy procedures have been exhausted to fill an Engineer's vacancy (extra board, Yard Engineers on their rest days, etc.), the first out pool freight Engineer will be called to protect the vacancy.
2. If the Engineer used on this vacancy earns less on this assignment than he/she would have earned working on his/her regular assignment, he/she will be compensated for the difference in earnings lost by working off his/her regular assignment and the earnings made working this vacancy.
3. If the Engineer earns more working on this vacancy than he/she would have earned working their regular assignment, then there would be no differential due this Engineer.

The provisions outlined above do not alter the May 20, 1988, Agreement on the Second District that allows Engineers to indicate their desire to work extra off their regular pool assignments.

This Memorandum of Agreement will be placed in effect on September 1, 1990, and will remain in full force and effect until a twenty (20) day written notice is served by either party upon the other of their desire to cancel it.

Signed at Denver, Colorado, on this 21<sup>st</sup> day of August, 1990.

**FOR THE ORGANIZATION:**

/s/ MICHAEL YOUNG  
General Chairman

**FOR THE CARRIER:**

/s/ M.L. JANOVEC  
Director-Labor Relations

# UNION PACIFIC RAILROAD COMPANY

L.A. Lambert  
General Director  
Labor Relations-Operating North

1416 Dodge Street  
Omaha, Nebraska 68179  
(402) 271-3796

September 9, 1998 File:  
File #1209049805

MR M.A. YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE RM 203  
CHEYENNE WY 82001

Dear Sir:

In reference to Memorandum of Agreement of August 21, 1990 (Engineers used off their turn on the Second and Third Districts - File 180.30-1 and 140.80-5, the parties hereby agree to the following set dollar amounts when calculating "make-whole" payments:

DISTRICT	POOL	SET DOLLAR AMOUNT
2	RE-42 North Platte – Missouri Valley/Council Bluffs	\$860.00
2	RE-22 North Platte – Fremont	\$765.00
2	RE-20 North Platte – Marysville	\$740.00
3	RE-33 North Platte – South Morrill	\$515.00
3	RE-03 North Platte – Cheyenne	\$650.00

It is agreed a review of the above-listed set dollar amounts will be made no later than six (6) months from the date of implementing this arrangement and every six months thereafter. Further, it is understood after each review period the set dollar amounts may be adjusted by mutual consent.

Mr. M. A. Young  
September 9, 1998  
Page Two  
File: #1209049805

In addition, it is also agreed this set dollar amount arrangement is made without prejudice to either party's position and will not be cited as a precedent in any future situation. Further, this set dollar amount arrangement may be cancelled by either party in the future with the serving of a thirty (30) advance day notice.

This set dollar arrangement will become effective on October 1, 1998.

Yours truly,

*/s/ L.A. LAMBERT*

AGREED:

*/s/ MICHAEL YOUNG*  
General Chairman

*September 14, 1998*  
(Date)

# UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET  
STOP 0710  
OMAHA, NEBRASKA 88179

August 7, 2006  
File: #1208070605(a)

Mr. M A Young  
General Chairman, BLET  
1620 Central Avenue, Room 203  
Cheyenne, WY 82001

Dear Sir:

Please refer to the parties letter agreement dated September 9, 1998 (#1209049805), setting forth flat dollar amounts to be used when calculating "make-whole" payments on select through-freight pools on the Second and Third Districts at North Platte. As you know, the parties have been having on-going discussions concerning the current application of "make whole" provisions and practices on those territories where trip rates have been implemented for through-freight runs. From those discussions the Carrier has constructed the enclosed trip rate data to be used in establishing set dollar amounts to be used for "make whole" payments. This data includes pay elements beyond those used in the regular trip rate process

Accordingly, effective September 1, 2006, the "make whole" adjustment, when applicable, on the **UP Second District** will be made per the set dollar amounts shown in the table below (Column B).

DISTRICT	POOL	(A) TRIP RATE DATA	(B) MAKE- WHOLE PAYMENT (A) x 2
Second	RE42 North Platte -- Missouri Valley/Council Bluffs	\$450.30	\$900.60
Second	RE22 North Platte -- Fremont	\$386.30	\$772.60
Second	RE20 North Platte -- Marysville	\$387.77	\$775.54

Step-rates, if applicable, would still be applied in the customary manner to any "make whole" payment. The above set dollar amounts will also be subject to all future General Wage Increases (GWI) and Cost-of-Living Adjustments (COLA)

In addition, it is also agreed that this set dollar amount arrangement is made without prejudice to either party's position and will not necessarily be cited as a precedent in any future

Mr. MA Young  
August 7, 2006

situation. Further; this set dollar amount arrangement may be canceled by either party in the future with the serving of a thirty (30) day advance notice

If the foregoing properly reflects our understanding, please indicate your concurrence where provided below.

Yours truly,

/s/ Alan Weed  
Alan L. Weed  
Director Labor Relations Arbitration & Negotiation

I concur,

/s/ Michael Young  
Michael Young  
General Chairman, BLET

**MEMORANDUM OF AGREEMENT**

**between  
UNION PACIFIC RAILROAD COMPANY (Eastern District)**

**and the  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
(Eastern District)**

**ENGINEERS USED OFF THEIR TURN ON THE  
SECOND AND THIRD SENIORITY DISTRICTS**

IT IS AGREED THAT:

The following "make-whole" provisions will be placed in effect on the Second and Third Seniority Districts for Engineers that are used off their regular assignment.

1. After all the appropriate vacancy procedures have been exhausted to fill an Engineer's vacancy (extra board, Yard Engineers on their rest days, etc.), the first out pool freight Engineer will be called to protect the vacancy.
2. If the Engineer used on this vacancy earns less on this assignment than he/she would have earned working on his/her regular assignment, he/she will be compensated for the difference in earnings lost by working off his/her regular assignment and the earnings made working this vacancy.
3. If the Engineer earns more working on this vacancy than he/she would have earned working their regular assignment, then there would be no differential due this Engineer.

The provisions outlined above do not alter the May 20, 1988, Agreement on the Second District that allows Engineers to indicate their desire to work extra off their regular pool assignments.

This Memorandum of Agreement will be placed in effect on September 1, 1990, and will remain in full force and effect until a twenty (20) day written notice is served by either party upon the other of their desire to cancel it.

Signed at Denver, Colorado, on this 21st day of August, 1990.

**FOR THE ORGANIZATION:**

**FOR THE CARRIER:**

/s/ Michael A. Young  
General Chairman

/s/ M.L. Janovec  
Director-Labor Relations

**FOURTH DISTRICT**

**UNION PACIFIC RAILROAD COMPANY**

1400 DOUGLAS STREET  
STOP 0710  
OMAHA NEBRASKA 68179

October 16, 2006

File: #1210160605(c)

Mr. M A Young  
General Chairman, BLET  
1620 Central Avenue, Room  
203 Cheyenne, WY 82001

Dear Sir:

Please refer to the parties recent "proposed" agreement dated August 7, 2006 (#1208070605(b)), setting forth flat dollar amounts to be used when calculating "make-whole" payments on select through-freight pools on the UPED Third District at North Platte. As we discussed, the parties' desire is to establish flat dollar figures to be used in the make-whole process across the entirety of the UP Eastern District. The calculation previously used to establish the flat rate figures for the Third District pools would be the same on the opposite end of any double-ended pool(s)

Accordingly, the "make whole" adjustment, when applicable, on the following UP Fourth District pool will be made per the set dollar amounts shown in the table below (Column B).

DISTRICT	POOL	(A) TRIP RATE DATA	(B) MAKE- WHOLE PAYMENT A x 2
Fourth	RE04 Cheyenne -- North Platte	\$353.93	\$707.86

Step-rates, if applicable, would still be applied in the customary manner to any "make whole" payment. The above set dollar amounts will also be subject to all future General Wage Increases (GWI) and Cost-of-Living Adjustments (COLA).

In addition, it is also agreed that this set dollar amount arrangement is made without prejudice to either party's position and will not necessarily be cited as a precedent in any future situation. Further, this set dollar amount arrangement may be canceled by either party in the future with the serving of a thirty (30) day advance notice.

Mr. M.A. Young  
October 16, 2006

If the foregoing properly reflects our understanding, please indicate your concurrence *where* provided below.

Yours truly,

/s/ Alan Weed  
Alan L. Weed  
Director Labor Relations Arbitration & Negotiation

I concur,

/s/ Michael Young  
Michael Young  
General Chairman, BLET

**FIFTH DISTRICT**

**UNION PACIFIC RAILROAD COMPANY**

1400 DOUGLAS STREET  
STOP 0710  
OMAHA, NEBRASKA 68179

October 30, 2006  
File: #1210300605(b)

Mr. M A Young  
General Chairman, BLET  
1620 Central Avenue, Room 203  
Cheyenne, WY 82001

Dear Sir:

Please refer to the parties recent letter agreement dated August 7, 2006 (#1208070605(a)), setting forth flat dollar amounts to be used when calculating "make-whole" payments on select through-freight pools on the UPED Second District at North Platte As we discussed, the parties' desire is to establish flat dollar figures to be used in the make-whole process across the entirety of the UP Eastern District.

Accordingly, effective with the first payroll period following the signing of this agreement the "make whole" adjustment, when applicable, on the following **UP Fifth District** pool(s) will be made per the set dollar amounts shown in the table below (Column B)

<b>DISTRICT</b>	<b>POOL</b>	<b>(A) TRIP RATE DATA (per enclosures)</b>	<b>(B) MAKE- WHOLE PAYMENT (A) x 2</b>
Fifth	RE05 Cheyenne — Rawlins	\$303.98	\$607.96
Fifth	RE56 Cheyenne — Green River	\$455.61	\$911.22

Step-rates, if applicable, would still be applied in the customary manner to any "make whole" payment The above set dollar amounts will also be subject to all future General Wage Increases (GWI) and Cost-of-Living Adjustments (COLA),

In addition, it is also agreed that this set dollar amount arrangement is made without prejudice to either party's position and will not necessarily be cited as a precedent in any future situation. Further, this set dollar amount arrangement may be canceled by either party in the future with the serving of a thirty (30) day advance notice



**SIXTH DISTRICT**

**UNION PACIFIC RAILROAD COMPANY**

1400 DOUGLAS STREET  
STOP 0710  
OMAHA, NEBRASKA 68179

October 30, 2006

File: #1210300605(c)

Mr. M.A. Young  
General Chairman, BLET  
1620 Central Avenue, Room 203  
Cheyenne, WY 82001

Dear Sir:

Please refer to the parties recent letter agreement dated August 7, 2006 (#1208070605(a)), setting forth flat dollar amounts to be used when calculating "make-whole" payments on select through-freight pools on the UPED Second District at North Platte,. As we 'discussed, the parties' desire is to establish flat dollar figures to be used in the make-whole process across the entirety of the UP Eastern District.

Accordingly, effective with the first payroll period following the signing of this agreement the "make whole" adjustment, when applicable, on the following UP Sixth District pool(s) will be . made per the set dollar amounts shown in the table below (Column B).

DISTRICT	POOL	(A) TRIP RATE DATA per enclosures	(B) MAKE- WHOLE PAYMENT (A) x2
Sixth	RE80 Rawlins --Green River	\$215.66	\$431.32

Step-rates, if applicable, would still be applied in the customary manner to any "make whole" payment, The above set dollar amounts will also be subject to all future General Wage Increases (GWI) and Cost-of-Living Adjustments (COLA).

In addition, it is also agreed that this set dollar amount arrangement is made without prejudice to either party's position and will not necessarily be cited as a precedent in any future situation. Further, this set dollar amount arrangement may be canceled by either party in the future with the serving of a thirty (30) day advance notice.



## NINTH DISTRICT - SALINA

### AGREEMENT

between  
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**ENGINEERS USED OFF ASSIGNMENT  
NINTH SENIORITY DISTRICT – SALINA**

IT IS AGREED:

1. A pool freight Engineer used off his turn as an Engineer in other service because the Engineers' extra board is exhausted will be "made whole" by the allowance of the earnings of such irregular assignment or the earnings of his regular assignment, whichever is the greater, plus 50 miles for each round trip or tour of duty used on such irregular assignment.

**Note 1.** For the purposes of this agreement, irregular assignment means a job worked by a pool freight Engineer in lieu of his regular turn on which he was unable to perform service because of being called to work such irregular assignment except as required by provisions of BLE Rules 12, 13 and 25 as modified by the agreement pertaining to work train service dated January 23, 1958.

**Note 2.** A pool freight Engineer used on an irregular assignment will be considered available for his regular turn if he has eight hours off duty after completing the irregular assignment.

#### **EXAMPLES:**

- (a) An Engineer assigned to pool freight service is used on an irregular assignment on November 1, making 100 miles. He misses his pool freight turn on November 1 which made 300 miles. He will be allowed 350 miles (300 miles plus 50 penalty miles).
- (b) An Engineer assigned to pool freight service is used on an irregular assignment on November 1, 2 and 3, making 100 miles each day. He misses two pool freight turns - one turn on November 1 and one turn on November 2 which made a total of 600 miles. He will be allowed 750 miles (600 miles plus 150 penalty miles).
- (c) An Engineer assigned to pool freight service is used on an irregular assignment on November 1, making 100 miles. He misses no trips on his regular pool freight assignment. He will be allowed 100 miles (no penalty account missing no trips).
- (d) An Engineer assigned to pool freight service is used on an irregular assignment on November 1 and 2, making 175 miles on November 1 and 200 miles on November 2. He misses one pool freight turn on November 2 which made 300 miles. He will be allowed 475 miles (375 miles plus 100 penalty miles).

- (e) An Engineer assigned to pool freight service is used on an irregular assignment on November 1 and 2, making 100 miles on each date. He misses his pool freight assignment on November 3 because he has only 4 hours off duty after completing his irregular assignment on November 2. His pool freight turn made 300 miles on November 3. He will be allowed 400 miles (300 miles plus 100 penalty miles).
2. The Company will not be subject to runaround claims as a result of using an employe off his assignment under the provisions of this agreement.
3. **This agreement is effective June 1, 1980 and may be terminated by the service of a 10-day written notice by either party upon the other.**

Signed at Omaha, Nebraska this 5<sup>th</sup> day of May, 1980.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS:

/s/ E.G. Becker  
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY:

/s/ J.E. Trummer  
Director of Labor Relations

**EIGHTEENTH DISTRICT**

**UNION PACIFIC RAILROAD COMPANY**

1400 DOUGLAS STREET  
STOP 0710  
OMAHA, NEBRASKA 68179

October 16, 2006

File: #1210160605(b)

Mr. M A. Young  
General Chairman, BLET  
1620 Central Avenue, Room 203  
Cheyenne, WY 82001

Dear Sir:

Please refer to the parties recent letter agreement dated August 7, 2006 (#1208070605(a)), setting forth flat dollar amounts to be used when calculating "make-whole" payments on select through-freight pools on the UPED Second District at North Platte. As we discussed, the parties' desire is to establish flat dollar figures to be used in the make-whole process across the entirety of the UP Eastern District. The calculation previously used to establish the flat rate figures for the Second District pools would be the same on the opposite end of any double-ended pool(s).

Accordingly, the "make whole" adjustment, when applicable, on the following UP Eighteenth District pool will be made per the set dollar amounts shown in the table below (Column 13)

DISTRICT	POOL	(A) TRIP RATE DATA per enclosures	(B) MAKE- WHOLE PAYMENT A x 2
Eighteenth	RE18 Marysville -- North Platte	\$387.77	\$775.54

Step-rates, if applicable, would still be applied in the customary manner to any "make whole" payment.. The above set dollar amounts will also be subject to all future General Wage Increases (GWI) and Cost-of-Living Adjustments (COLA)..

In addition, it is also agreed that this set dollar amount arrangement is made without prejudice to either party's position and will not necessarily be cited as a precedent in any future situation. Further, this set dollar amount arrangement may be canceled by either party in the future with the serving of a thirty (30) day advance notice.



Mr. M.A. Young  
October 16, 2006

If the foregoing properly reflects our understanding, please indicate your concurrence where provided below.

Yours truly,

/s/ Alan Weed  
Alan L. Weed  
Director                      Labor                      Relations  
Arbitration & Negotiation

I concur,

/s/ Michael Young  
Michael Young  
General Chairman, BLET