

AGREEMENT

for the territory

Union Pacific Railroad Company - Eastern District

between the



UNION PACIFIC RAILROAD COMPANY

and the



BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

Effective April 4th, 2011

Superseding Schedule effective December 1, 1979

FOREWORD

June 29, 2000

Mr. John A. Marchant
Vice President - Labor Relations
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

Dear Mr. Marchant:

This has further reference to my letter dated February 23, 2000, concerning jurisdiction of BLE General Committees of Adjustment on the Union Pacific Railroad.

As discussed in previous correspondence and telephone conversations, the BLE is now in the process of restructuring our General Committees of Adjustment on the Union Pacific Railroad to provide the best representation possible to our members.

To that extent, we have successfully restructured the General Committee of Adjustment Eastern District. This General Committee of Adjustment will be known as the Union Pacific Railroad Company - Eastern District General Committee of Adjustment and has jurisdiction over the territories (main lines and connecting branch lines) as follows:

- Sioux City, Iowa to Granger, Wyoming via North Platte, Nebraska and Cheyenne, Wyoming;
- Marysville, Kansas to Council Bluffs, Iowa via Beatrice, Lincoln, Nebraska or Grand Island, Nebraska; North Platte, Nebraska to Marysville, Kansas via Hastings, Nebraska;
- North Platte to South Morrill, Nebraska, including the lines via Egbert/Yoder;
- Cheyenne, Wyoming to North Platte, including the lines via Egbert/Yoder;
- all main lines, stations, yards, branch lines and industrial leads between the points identified above;
- the Omaha Metro Complex (OMC), the Denver Hub, the Salina Hub and Expanded Salina Hub, including all main lines, stations, branch lines, industrial leads and yard tracks encompassed in these territories;
- North Platte, Nebraska to the Omaha Metro Complex (OMC) via Grand Island, Nebraska.

For your records, M.A. Young was elected General Chairman for this General Committee of Adjustment and all issues pertaining to matters falling under the jurisdiction of this territory should be directed to General Chairman Young for his handling.

In closing, I wish to thank you for your patience in recognizing the time necessary to restructure our General Committees of Adjustment now that the Union Pacific Southern Pacific merger negotiations have been completed.

Very truly yours,

/s/ Edward Dubroski

President

cc: J.L. McCoy, FVP
D.L. McPherson, VP
M.A. Young, GC
D.E. Thompson, GC - UP (SSW)
C.L. James, GC - Utah Rwy
C.R. Rightnowar, GC (UP - CR)
H.A. Ross, Gen. Counsel

PREFACE

The following document represents an update of the 1979 Eastern District Schedule of Agreement applicable to all Engineers on the territory as specified in the Foreword of this document. Some rules from the 1979 Agreement have not been reproduced in this document due to their lack of practical application today. Where such rules have not been reproduced, they have been retained and this document so states. Additionally, Local and National Agreements made subsequent to the 1979 Schedule have been incorporated in the existing rules and the appendices, where applicable.

Any errors or omissions are unintentional, and should any be discovered, the parties agree to promptly meet to make the appropriate corrections to this document.

The parties recognize BLET Eastern District Vice-General Chairman Al Fegley for his indispensable assistance in the development of this updated Schedule Agreement.

Signed in Cheyenne, Wyoming this 30th day of March, 2011

/s/ Michael Young
MICHAEL A. YOUNG
GENERAL CHAIRMAN
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND TRAINMEN
UNION PACIFIC EASTERN DISTRICT

/s/ Deborah K. Peitzmeier
DEBORAH K. PEITZMEIER
DIRECTOR, LABOR RELATIONS
UNION PACIFIC RAILROAD CO.

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REPRESENTATION

RULE 1: REPRESENTATION

- a) The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all Locomotive Engineers in the making of contracts, rates rules, working agreements, and interpretations thereof.
- b) All controversies affecting Locomotive Engineers will be handled in accordance with the interpretation of the Engineers' contract as agreed upon between the committee of the Brotherhood of Locomotive Engineers and the management.
- c) In the matters pertaining to discipline, or other questions not affecting changes in Engineers' contract, the officials of the Company reserve the right to meet any of their employees either individually or collectively.

RATES OF PAY

RULE 2: RATES OF PAY

- a) The following rates of pay will apply to Engineers operating in passenger and pool freight service:

NOTE 1: See current prevailing rate tables.

NOTE 2: Non-trip rated freight service shall qualify for the local rate of pay in accordance with Rule 23 of this Agreement.

.... Reference System Agreement Without Fireman Payment 1996

- 1) Pay rules providing for additional pay when working without a fireman and that pay's relationship to working with a reduced train crew are amended as follows:
- 2) Union Pacific Eastern District and Western Region (South Central, Western Pacific, Idaho and Oregon shall have the \$6.00 payment rolled into the basic rate.
- 3) Union Pacific Upper Lines, Chicago and Eastern Illinois and Southern Region shall have the \$4.00 payment increased to \$6.00 and rolled into the basic rate.
- 4) The respective six (6) cents and four (4) cents per over mile payment shall continue as previously handled.
- 5) The \$6.00 and \$4.00 payments and/or reduced crew equalization payments are eliminated.

NOTE 1: The Union Pacific – CNW area will have no adjustment made as the payments were previously rolled in.

NOTE 2: This does not affect the payment of \$15 and 15 cents per over mile or the payment of \$2.75 and 45 minutes.

NOTE 3: For the purpose of officially classifying locomotives, the Company will post notices at all terminals showing actual weight-on-drivers of all locomotives in service.

NOTE 4: For the purpose of computing pay, any service performed by an Engineer shall be applied to the date on which he/she is required to report for duty.

.... Reference System Agreement Weight On Drivers 1996

- 1) The minimum weight in through freight service will be 1,200,000 Lbs. (representing three locomotive units). The actual weight of all locomotive units utilized will continue to be determined by the carrier and such weight will apply in instances where the total weight exceeds 1,200,000 lbs.

NOTE: Distributed Power Units (DPU) will be included in the calculation of total weight on drivers under this Agreement.

- 2) The minimum weight as set forth in Section 1 above applies only for Locomotive Engineers operating in through freight service.
- 3) Effective on the effective date of this agreement, the parties agree to establish an Average Weight Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay. The Committee will be guided by the following concept:

After a joint review involving timekeeping records, the parties will establish the average weight of locomotives utilized on the system in through freight service. Thereafter, in through freight service, this average weight will apply to each unit above three units in a locomotive consist.

.... **Reference Pay Simplification [2003 Arbitrated National Agreement Article VI]**

PART A – GENERAL

Section 1 - General

The parties have agreed that the current pay system should be simplified. In agreeing upon a new pay system the following principles shall apply:

- (a) The new pay system will neither create nor result in additional pay-related costs for a carrier, nor gains for its employees, nor losses for pre October 31, 1985 employees, except insofar as those employees acquiring seniority in train or engine service subsequent to October 31, 1985 who, coincident with the establishment of Trip Rates pursuant to this Article, will have their Trip Rates calculated based upon elements of pay for which they were not eligible prior to the date of this Agreement. Except as otherwise provided herein, pay elements not specifically identified in Part B, Section 5 will continue to be covered by existing rules and will not be impacted by this Article (b). The provisions of the new pay system will have no effect on work rules except where a pay element is incorporated in a Trip Rate.
- (b) Any pay element incorporated in a Trip Rate established hereunder will not be used to support a claim for that pay element relating to that trip, and carrier shall not be required to respond to any such claim.

Section 2 - Mutual Cooperation

The parties recognize that successful implementation of this Article is dependent upon the mutual cooperation of all involved. Therefore, a Joint Committee shall be established on each carrier party to this Agreement consisting of an equal number of organization and management 10 participants. To the extent possible, the Committee shall consist of representatives from that property who participated in the negotiations leading to this Agreement. The initial responsibility of the Committee shall be to explain the intent of this Article to the

affected employees and managers so that there will be a clear and consistent understanding as to the Article's purpose and intent.

PART B - THROUGH FREIGHT SERVICE

Section 1 - General

A new pay system shall be implemented as provided in this Part for all employees covered by this Agreement working in through freight (assigned and unassigned) service.

Section 2 - Trip Rates

- (c) Each carrier shall develop Trip Rates for Starts in through freight service runs/pools. The Trip Rates shall incorporate the pay elements specified in Section 5 except as otherwise agreed by the parties or determined by the Disputes Committee established in Section 6 hereof. Once Trip Rates become effective for runs/pools, pay elements incorporated in such Trip Rates will not be used to support any claims for those pay elements relating to that trip. Pay elements not included in Trip Rates will continue to be covered by existing rules.
- (d) A Trip Rate shall be developed for each separate run/pool except as otherwise provided in Section 9.

Section 3 - Computation of Trip Rates

- (a) Trip Rates for through freight service runs/pools shall be derived as follows:
 - (1) add together all earnings attributable to the elements of pay to be incorporated in the Trip Rate actually paid to the employees (including extra employees) whose seniority in train service was established on or before October 31, 1985 ("Pre-85 Employees") for all through freight Starts involving service performed on such runs/pools during the Test Period;
 - (2) divide the earnings derived from the calculation in (1) above by the total through freight Starts made during the Test Period by the Pre-85 Employees (including extra employees) who performed service;
 - (3) the Trip Rate for each Start on such run/pool for all employees (including extra employees) shall be the dollar amount derived by the calculation set forth in (2);
 - (4) the earnings described in paragraph (1) above shall include all compensation attributable to the Starts described in paragraph (2) above and subsection (b) below.
- (b) For purposes solely of this Article, the term "Start" shall mean a fully compensated trip performed by the pool/run (including extra employees),

including other trips such as deadhead, hours of service relief, and turnaround service directly related to and performed by the pool/run.

- (c) Test Period. The parties agree that the differences in the prevailing operating conditions on each Carrier signatory to this Agreement warrant the establishment of Test Periods being developed on an individual railroad basis, pool/run by pool/run. The objective in developing Test Periods will be to establish a measurement which reflects a 12-month period of "normalized operations." Normalized operations as defined and used herein will mean an operating pattern which is not adversely affected by the implementation of a major transaction such as an acquisition, control or merger involving two or more Carriers or any other unusual or extenuating circumstances. The Carrier will bear by a preponderance of the evidence the burden of substantiating its reasons for selecting the Test Periods proposed for runs/pools.

Section 4 - Computation and Application Adjustments

- (a) In the computation and application of the Trip Rates described in Section 3 above, the adjustments set forth in subsection (b) and (c) shall be made, where appropriate:
- (b) Computation Adjustments:
 - (1) If and to the extent that General Wage Increases and Cost of Living Adjustments (except as to pay elements which are not currently subject to wage adjustments) become effective during a Test Period, appropriate computation adjustments shall be made, but there shall be no duplication or pyramiding;
 - (2) Trip Rates shall be subject to adjustment for General Wage Increases and Cost of Living Adjustments (except as to pay elements which are not currently subject to wage adjustments) that become effective during the period from close of the Test Period to the effective date of the Trip Rate, but there shall be no duplication or pyramiding.
- (c) Application Adjustments:
 - (1) General Wage Increases and Cost of Living Adjustments (except as to pay elements which are not currently subject to wage adjustments) that become effective on or after the effective date of a Trip Rate shall be applied, but there shall be no duplication or pyramiding.
 - (2) Trip Rates applicable to employees covered by rules adjusting compensation based on the employee's length of service with the carrier (such as Article IV, Section 5 of the November 7, 1991 BLE Implementing Document) shall be adjusted by such rules.
- (d) Each Trip Rate established pursuant to this Article shall be used solely to compensate employees for a Start in the involved run/pool. The Trip Rate

shall not modify existing rules governing payment for personal leave, vacation, etc.

Section 5 - National Pay Elements

- (a) The following pay elements shall be incorporated in each Trip Rate except as otherwise agreed by the parties or determined by the Disputes Panel established in Section 6 of this Part:
- (1) payments attributable to mileage or time;
 - (2) payments attributable to terminal/departure/yard runarounds;
 - (3) payments attributable to conversion of the employee's assignment to local freight rates;
 - (4) payments made, pursuant to agreement, to employees in lieu of being afforded meal periods, and penalty payments made to employees attributable to violations of rules relating to employees eating en route in through freight service (this does not apply to non-taxable meal allowances);
 - (5) payments made to an employee resulting from being required, in accordance with existing agreements, to "step up" in the employee's pool, which for this purpose shall mean taking a turn in such pool earlier than would otherwise be the case due to other sources of supply being exhausted;
 - (6) payments attributable to initial terminal delay;
 - (7) payments attributable to final terminal delay;
 - (8) payments attributable to deadheading;
 - (9) payments attributable to terminal switching (initial, intermediate and final).
- (b) In the establishment of Trip Rates for runs/pools pursuant to this Article, the parties may mutually agree to modify the National Pay Elements specified above, and/or to include additional pay elements, with respect to such Trip Rates. Pay elements not expressly included in Trip Rates will continue to be covered by existing rule.

Section 6 - National Disputes Committee

A National Disputes Committee ("Disputes Committee") is established for the purpose of resolving any disputes that may arise under this Article. Such Committee shall consist of the President of the BLE and the Chairman of the NCCC, and a neutral Chairman selected by the parties or, absent agreement, appointed by the National Mediation Board. Each partisan member may select others to serve on the Committee at his/her discretion. If the partisan members of the Committee are unable to agree on resolution of any dispute within ten (10)

days after convening, the matter will be referred to the neutral Chairman for resolution. The neutral Chairman will resolve the dispute within ten (10) days after referral of the matter. Each party shall bear its own costs and shall equally share the fees and expenses of the neutral. Any resolution by the Committee or by the neutral shall be final and binding and shall be enforceable and re-viewable under Section 3 of the Railway Labor Act.

Section 7 - New Runs/Pools

Trip Rates for new runs/pools that existing agreements permit to be established may be so established based on Trip Rates for comparable runs/pools. Any dispute regarding such matters may be referred by either party to the Disputes Committee.

Section 8 - Material Changes

Trip Rates established pursuant to this Article shall be established in such a manner as to make them stable. If subsequent material changes occur that significantly affect a run/pool, the Trip Rate for such run/pool shall be adjusted to fairly reflect the changed circumstances occasioned by the material change. If the parties cannot agree on such adjustment, the matter may be referred by either party to the Disputes Committee. The burden of proof by a preponderance of the evidence shall rest on the party that contends that a material change that significantly affects a run/pool has occurred.

Section 9 – Implementation

(a) Runs/Pools. Trip Rates for runs/pools shall be implemented as follows:

Carrier will serve notice on the authorized Organization representative(s) that will include the following information:

- (1) Identification of runs/pools involved;
- (2) Test Period Proposed (consistent with Section 3(c))
- (3) Proposed Trip Rate(s) for the runs/pools, together with a summary of the underlying data supporting computation, based solely on incorporation of National Pay Elements set forth in Section 5 above;
- (4) Any proposed modifications to the National Pay Elements and/or additional pay elements to be incorporated with respect to the proposed Trip Rate(s) for the runs/pools, and a summary of the underlying data supporting computation of such Trip Rate(s).

(b) The parties shall meet within thirty (30) days after service of the carrier notice to discuss the carrier proposal and any related proposals made by the Organization. At the request of the Organization, carrier will provide opportunity to review all relevant carrier data supporting the proposed Trip Rate computations.

- (c) Trip Rates for the runs/pools shall become effective as follows:
- (1) On the date agreed to by the parties;
 - (2) Absent agreement or a written referral to the Disputes Committee, thirty (30) days after service of the Carrier notice, where Trip Rate is based solely on incorporation of the National Pay Elements; or
 - (3) Where the matter has been referred to the Disputes Committee, on the effective date of such Committee's resolution of the dispute.
- (d) If the parties are unable, despite best efforts, to reach agreement on implementation of a Trip Rate for a run/pool, either party may refer the dispute to the Disputes Committee. The burden of proof by a preponderance of the evidence shall rest on the party that proposes implementation.
- (e) If either party concludes that implementing a Trip Rate for a run/pool is inappropriate, it shall promptly notify the other party of its conclusion. The parties shall meet and make a reasonable effort to resolve the matter after review and discussion of all relevant information. If the parties are unable to resolve the matter despite their best efforts, either side may refer the matter to the Disputes Committee. The burden of proof by a preponderance of the evidence shall rest on the party that proposes not to implement a Trip Rate with respect to the run/pool involved.
- (f) The parties mutually intend to work diligently with the ultimate objective of developing Trip Rates for through freight runs/pools. If either party believes that the rate of progress in developing Trip Rates is insufficient, it may refer the matter to the Disputes Committee, and it shall bear the burden of proof by a preponderance of the evidence.
- (g) Trip Rates for runs/pools should be implemented as expeditiously as possible, but in any event, all of them shall be implemented no later than thirty (30) months after the date of this Agreement, unless the parties otherwise agree or the Dispute Committee otherwise decides.
- (h) In the event that Trip Rates are not implemented for runs/pools on a carrier by the date specified in subsection (g) above, effective the next day thereafter the dual basis of pay shall be eliminated with respect to post October 31, 1985 employees on such runs/pools (including extra employees) and such employees will be paid on the same basis as Pre-85 Employees represented by BLE with respect to the national pay elements identified in Section 5 of this Part, provided, however, that where the carrier has taken all actions required in this Part to implement Trip Rates with respect to the above-referenced runs/pools as described in this Section and the trip rate issue(s) is/are in the dispute resolution process described in this Article, such runs/pools will be governed solely by the outcome of such dispute resolution process.

PART C - OTHER CLASSES OF SERVICE

Trip rates will be established for other classes of road service (road switchers, local freight, etc.) consistent with the terms, conditions, principles and guidelines as currently established in this Article and consistent with each class of service.

.... Reference Entry Rates [2003 Arbitrated National Agreement Article VI]

SERVICE SCALE

Section 1

Any employee who is subject, on June 30, 2004, to Article IV, Section 5 of the November 7, 1991 BLE Implementing Document shall be compensated, on and after July 1, 2004, at the full rate of the position when working as a Locomotive Engineer.

Section 2

Local rules that adjust compensation for employees based on length of service on carriers that are not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

Section 3

Each carrier covered by this Article shall establish a Service Scale that shall be applicable to all employees whose seniority in engine or train service is established on or after July 1, 2004. Such Service Scale shall conform to the rules in effect on such carrier on June 30, 2004 that adjust employee compensation based on length of service (including the aforementioned Article IV, Section 5 where and to the extent applicable). The carrier shall make arrangements with the applicable organization representative(s) for a process to review such preexisting rules prior to establishment of the Service Scale.

.... Reference Rate Progression - New Hires [1986 Arbitrated National Award Article IV Section 6]

In any class of service or job classification, rates of pay, additives, and other applicable elements of compensation for an employee whose seniority in engine or train service is established on or after November 1, 1985, will be 75% of the rate for present employees and will increase in increments of 5 percentage points for each year of active service in engine and/or train service until the new employee's rate is equal to that of present employees. A year of active service shall consist of a period of 365 calendar days in which the employee performs a total of 80 or more tours of duty.

.... Reference Rate Progression Adjustment For Promotion [1996 National Arbitrated Award, Article VIII]

Section 1

- (a) An employee who is subject to national rules concerning rate progression on the effective date of this Article shall have his/her position on the rate progression scale adjusted to the next higher level upon promotion to Engineer. An employee covered by this Agreement who is subject to Article IV, Section 5 of the 1991 National Implementing Document (Rate Progression-New Hires) on the effective date of this Article shall have his/her position on the rate progression scale adjusted to the next higher level on such effective date.
- (b) The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection (a) of this Section shall be made when such employee completes one year of "active service" (as defined by the aforementioned Article IV, Section 5) measured from the date on which that employee would have attained the position on the rate progression scale provided pursuant to subsection (a) of this Section.

Section 2

Local rate progression rules applicable on a carrier that is not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

Section 3

This Article shall become effective ten (10) days after the date of this Agreement and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

PAY DIFFERENTIAL AND SPECIAL ALLOWANCES

.... Reference SPECIAL PAY DIFFERENTIAL [1991 P.E.B. 219 National Award Article V]

Section 1 – Payment

- (a) Effective July 29, 1991, a differential of \$12.00 per basic day in freight and yard service, and 12 cents per mile for miles in excess of the number of miles encompassed in the basic day in freight service, will be payable to eligible Engineers working assignments without a fireman provided the conditions described below are met.
- (b) Effective January 1, 1995, such differential will be increased to \$15.00 per basic day, and to 15 cents per mile for miles in excess of the number of miles encompassed in the basic day.

.... Reference Rate Progression Adjustment For Promotion [1996 National Award Article VIII]

Section 1

- (a) An employee who is subject to national rules concerning rate progression on the effective date of this Article shall have his/her position on the rate progression scale adjusted to the next higher level upon promotion to Engineer. An employee covered by this Agreement who is subject to Article IV, Section 5 of the 1991 National Implementing Document (Rate Progression-New Hires) on the effective date of this Article shall have his/her position on the rate progression scale adjusted to the next higher level on such effective date.
- (b) The next adjustment to an employee's position on the rate progression scale after the adjustment specified in subsection (a) of this Section shall be made when such employee completes one year of "active service" (as defined by the aforementioned Article IV, Section 5) measured from the date on which that employee would have attained the position on the rate progression scale provided pursuant to subsection (a) of this Section.

Section 2

Local rate progression rules applicable on a carrier that is not covered by the aforementioned Article IV, Section 5 are hereby amended in the same manner as provided in Section 1.

Section 3

This Article shall become effective ten (10) days after the date of this Agreement and is not intended to restrict any of the existing rights of a carrier except as specifically provided herein.

PAY DIFFERENTIAL AND SPECIAL ALLOWANCES

.... Reference SPECIAL PAY DIFFERENTIAL [1991 P.E.B. 219 National Award Article V]

Section 1 – Payment

- (c) Effective July 29, 1991, a differential of \$12.00 per basic day in freight and yard service, and 12 cents per mile for miles in excess of the number of miles encompassed in the basic day in freight service, will be payable to eligible Engineers working assignments without a fireman provided the conditions described below are met.
- (d) Effective January 1, 1995, such differential will be increased to \$15.00 per basic day, and to 15 cents per mile for miles in excess of the number of miles encompassed in the basic day.

Section 2 – Conditions

- (a) Under the applicable agreement governing the consist of train crews:
 - (1) a member of the train crew is entitled to receive a productivity fund payment, or per-trip payment in lieu thereof, and
 - (2) the carrier is required to make a productivity fund payment for that trip or tour of duty.
- (b) The Engineer must have:
 - (1) an Engineer's seniority date no later than the date that determines eligibility for "protected employees" receiving productivity fund payments in that territory, or
 - (2) been a "protected employee" under a crew consist agreement, and was subsequently promoted to Engineer on the same railroad.
- (c) This Article is not applicable on a carrier that has an agreement with the organization adjusting the compensation of Engineers in response to the change in compensation relationships between Engineers and other members of the crew brought about by crew consist agreements unless the appropriate BLE General Chairman elects to adopt this Article in lieu of the pay adjustments (including personal leave days) provided in such agreement. Such election must be exercised on or before December 20, 1991. If such election is made, the provisions of this Article will become effective on that property on January 1, 1992, however, such local agreements concerning matters other than pay adjustments shall be retained.

.... **Reference Engineer Certification Pay [Arbitration Award 564 March, 1997]**

Because the Rail Safety Improvement Act of 1988 imposed additional responsibility on Locomotive Engineers this Arbitration Board finds that for each calendar day worked certified Engineers in yard and/or road service shall receive an allowance of \$5.00. This certification allowance shall not be offset by any changes in switching allowances, initial terminal delay, final terminal delay or terminal runaround penalties. This certification allowance shall remain in effect until a successor collective bargaining agreement or until the parties mutually agree to do otherwise.

The following sections (formerly Rule 2, parts c-g) are retained but not reproduced herein:

- c) Miscellaneous Rates of Pay (1-4)
- d) Electric Service (1-3)
- e) New Type of Locomotive
- f) When Two or More Locomotives Are Used
- g) Called to Work – Changed to Deadhead

PASSENGER SERVICE

Rules 3 through 11 and Rules 12 (a),(c),(d),(f),(g), 13 and 14 pertaining to Passenger Service are retained but not reproduced herein.

RULE 12: ONE-WAY PASSENGER SERVICE/DELAYED PASSENGER TRAINS

- b) Except as provided in Section (e) of this rule, if the run originates at the far terminal, the first freight crew out will be used, regardless of engine furnished, with the above provisions as to qualifications of Engineer. However, in exceptional cases, with the approval of the Local Chairman, a crew may be made up and sent to the far terminal to handle a special train.
- e) When the crew is made up by using senior available Engineer and senior available pool freight fireman together in one-way passenger service out of home terminal, such crew will not be placed in freight pool at the far terminal unless necessary to avoid deadheading pool crews to that point to protect such service, but will be returned to home terminal in extra passenger service, deadheading, running light (engine only), or double heading. If used in pool freight service, they will be given their turn out as per arrival.

Seniority or passenger extra board crews used in extra passenger service or to double head passenger train out of far terminal will be called in order of their arrival for first extra passenger train or doubleheader passenger train run after their arrival, provided they have sufficient time to make the trip. Passenger extra board crews will not be used to double head in freight service out of the far terminal.

FREIGHT SERVICE

RULE 15: SERVICE PAID THROUGH FREIGHT RATES

Through and irregular freight, pusher, helper, mine run or roustabout, work, wreck, construction, snow plow, circus trains, and all other unclassified service, shall be paid through freight rates as shown in Rule 2.

RULE 16: BASIC DAY

a) In all road service other than passenger, 100 miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

1) **Miles in Basic Day and Overtime Divisor [1991 PEB 219 National Award, Article IV]**

The miles encompassed in the basic day in through freight service and the divisor used to determine when overtime begins will be changed as provided below:

Effective Date of Change	Miles in a Basic Day	Overtime Divisor
July 29, 1991	114	14.25
January 1, 1992	118	14.75
January 1, 1993	122	15.25
January 1, 1994	126	15.75
January 1, 1995	130	16.25

2) Mileage rates will be paid only for miles run in excess of the minimum number specified in (1) above.

3) The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus, effective January 1, 1995, overtime on a trip in through freight service of 176 miles will begin after 10 hours and 50 minutes ($176/16.25 = 10.83$ hours). In through freight service, overtime will not be paid prior to the completion of 8 hours of service.

.... Reference Conversion to Local Rate [1986 Arbitrated National Award & 1991 PEB 219 National Award]

When employees in through freight service become entitled to the local rate of pay under applicable conversion rules, the daily local freight differential (56 cents for Engineers and 43 cents for firemen under national agreements) will be added to their basic daily rate and the combined rate will be used as the basis for calculating hourly rates, including overtime. The local freight mileage differential (56 cents per mile for Engineers and 43 cents for firemen under national

agreements) will be added to the through freight mileage rates, and miles in excess of the number encompassed in the basic day in through freight service will be paid at the combined rate.

.... Reference Duplicate Time Payments [1986 Arbitrated National Award & 1991 PEB 219 National Award]

- (a) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, shall not apply to employees whose seniority in engine or train service is established on or after November 1, 1985.
 - (b) Duplicate time payments, including arbitraries and special allowances that are expressed in time or miles or fixed amounts of money, not previously eliminated, shall not be subject to general, cost-of-living or other forms of wage increases.
-

- b) On district Junction City to Salina turnaround service may be operated as doubles with Salina as the starting point or terminal, on continuous time basis when departure at turning point is commenced within 8 hours after going on duty, 120 miles allowed. This provision also applies when one leg of the trip is freight service and the other leg passenger service.

Example 1: Engineer on duty at 0700 hours at Salina. Arrives Junction City at 1300 hours. Departs Junction City at 1400 hours and returns to Salina. Engineer paid on continuous time basis (120 miles allowed).

Example 2: Engineer on duty at 0600 hours at Salina. Arrives Junction City at 1200 hours. Departs Junction City at 1430 hours and returns to Salina. Engineer paid a basic day (100 miles) for trip to Junction City and 30 minutes overtime and a second basic day (100 miles) for trip from Junction City to Salina. Overtime ends and the second basic day begins upon departure time at Junction City.

- c) Retained but not reproduced herein.

RULE 17: OVERTIME

- a) On runs of 100 miles or less, in all road service other than passenger, overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12-½. Overtime will be paid for on the minute basis at 3/16 of the daily rate per hour, according to class of engine or other power used.

NOTE: Current rate for non-trip rated (unassigned) freight service is 130 miles for a basic day. Overtime divisor is 16.25 (130 miles divided by 8).

Post October 31, 1985 Engineers [1986 Arbitrated National Agreement & 1991 PEB 219 National Award]:

The number of hours that must lapse before overtime begins on a trip in through freight or through passenger service is calculated by dividing the miles of the trip or the number of miles encompassed in a basic day in that class of service, whichever is greater, by the appropriate overtime divisor. Thus, effective January 1, 1995, overtime on a trip in through freight service of 176 miles will begin after 10 hours and 50 minutes ($176/16.25 = 10.83$ hours). In through freight service, overtime will not be paid prior to the completion of 8 hours of service (Article IV).

Pre October 31, 1985 Engineers [12-16-71 ID Service Agreement]

On interdivisional runs of 200 miles or less, overtime will begin at the expiration of eight hours. On runs of over 200 miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 10 hours. Overtime will be paid for on the minute basis at 3/16ths of the daily rate per hour, according to class of engine or power used (Part III).

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 the greater.

Pre October 31, 1985 Engineers [12-23-71 Supplement to 1971 ID Service Agreement]

Overtime paid Engineers in interdivisional service under the provisions of Paragraph (b), Part III of the Agreement dated December 16, 1971 will be computed and paid for on the speed basis of 12-1/2 miles per hour at the rate of time and one-half time.

- b) District Junction City to Salina when 100 miles is allowed, overtime after 8 hours; when in continuous turnaround service overtime will be allowed on the basis of miles allowed.

Example 1: Engineer on duty at 0700 hours at Salina. Arrives Junction City at 1300 hours. Departs Junction City at 1400 hours and returns to Salina. Engineer paid on continuous time basis (120 miles allowed). Overtime commences after miles ran.

Example 2: Engineer on duty at 0600 hours at Salina. Arrives Junction City at 1200 hours. Departs Junction City at 1430 hours and returns to Salina. Engineer paid a basic day (100 miles) for trip to Junction City and 30 minutes overtime and a second basic day (100 miles) for trip from Junction City to Salina. Overtime ends and the second basic day begins upon departure time at Junction City.

1992 North Platte – Fremont ID Service Agreement (see Appendix B)

Overtime shall begin after the expiration of ten (10) hours on duty for employees hired prior to October 31, 1985 and in accordance with PEB 219 National Implementing Agreement for employees hired subsequent to October 31, 1985 (Section 6).

1992 Cheyenne – Green River ID Service Agreement (see Appendix B)

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.

See **Appendix M** for overtime conversion tables.

RULE 18: CALLING TIME

At district terminals Engineers in all service (except passenger service), will be called as nearly as practicable one and one-half hours before required to report for duty.

NOTE 1: Regularly assigned Missouri Valley/North Platte Engineers (including Extra Engineers assigned at Missouri Valley or Council Bluffs) may receive a two (2) hour call for service rather than the normal one and one-half hour call. This does not apply to Extra Engineers called to protect the Council Bluffs/North Platte pool (Agreement #1208229708, October 10, 1997).

NOTE 2: All regularly assigned and extra board Engineers who have an on-duty point within the Denver Terminal may receive a two (2) hour call for service (if practicable) rather than the normal one and one-half hour call (Agreement #1203140218, September 23, 2002).

RULE 19: INITIAL TERMINAL DELAY

a) Initial terminal delay shall be paid on a minute basis to Engineers in through freight service after one (1) hour and fifteen (15) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8) of the basic daily rate, according to the class of engine used, in addition to the full mileage. Actual time consumed in the performance of service in the initial terminal, for which an arbitrary allowance is paid, shall be deducted from the allowable initial terminal delay.

NOTE 1: Initial Terminal Delay payments are included in the calculation of Trip Rated Assignments (2003 National Agreement).

NOTE 2: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Company and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because the block is against them.

NOTE 3: A road crew required to make a pickup at the initial terminal under the provisions of Article V of the May 13, 1971 National Agreement is entitled to initial terminal delay continuing until the pick-up has been completed.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins, except as provided in Rule 55.

NOTE: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

- b) When overtime, initial terminal delay, and final terminal delay accrue on the same trip, allowances will be:
- 1) Combined initial terminal delay and final terminal delay or overtime, whichever is greater, will be allowed.
 - 2) Actual time consumed in the performance of service in the initial and/or final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the combined initial and final terminal delay.

When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

- c) Outbound freight crews, Council Bluffs, will be allowed terminal time computed from the expiration of 30 minutes from the time required to report for duty until caboose crosses M.P. 5.23 (C.G.W. crossing) at Summit. Such payments shall be in addition to road trip without deduction there from, except that when overtime accrues computed from the time of reporting for duty, the allowance for initial terminal time or overtime, whichever is the greater, will be paid. Road mileage will begin at M.P. 5.23 (C.G.W. crossing), Summit.

When allowance is paid under provisions of Sections (a) and (b) of this rule, no allowance shall be made under provisions of this Section (c).

12/16/1971 ID Service Agreement Part III

Initial terminal delay shall be paid on a minute basis to Engineers in through freight service after thirty (30) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase 'train leaves the terminal' means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Company and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because the block is against them.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of thirty (30) minutes after which initial terminal delay payment begins, except as provided in Rule 63.

NOTE: The phrase 'through freight service' as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

RULE 20: TERMINAL SWITCHING BY ROAD CREWS

a) Initial Terminal Switching Where Yard Crews Are Not Assigned.

- 1) Engineers required to do switching, load or unload stock, etc., within designated points of separation between yard and road, on outbound freight trains, will be paid therefore at pro rata rate on the minute basis and time on road computed from the time required to report for duty less the time allowed for switching. In calculating the time engaged in switching under this rule, it is understood that the time will be continuous from the time the work is begun until it is completed and the train is coupled together. When overtime accrues, computed from time of reporting for duty, the allowance for switching or the overtime, whichever the greater, will be paid.
- 2) Where the classification of a through freight is changed to a local freight account doing local work at one or more intermediate points between terminals, the change in classification will not affect the pro rata through freight rate which is to be paid for the initial switching or work service, except when overtime accrues on trip computed continuously from time of reporting for duty, in which case the allowance for the initial switching or work at the pro rata through freight rate, or the overtime at the local rate, whichever the greater, will be paid.

1964 National Agreement Article V

- (a) Road crews may perform any yard service at yards where yard crews are not employed.
- (b) Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

b) **Terminal Switching Where Yard Crews Are On Duty.**

Road Engine crews will not be required to perform switching at terminals where yard crews are on duty. The following will not be considered switching within the meaning of this Section 2:

- 1) Doubling over to the "minimum" number of tracks if the designated track will not hold the entire train provided however that where it is necessary to use two or more tracks to hold the train, it is not required that any track be filled to capacity.
- 2) Setting out bad-order cars from their own trains.
- 3) Coupling train together to close cuts occasioned by necessity of protecting road crossings.
- 4) Cutting train for road crossings.
- 5) Cutting train to permit yard crew to take off or put on cars after leaving track on which train assembled, or before reaching designated arrival track. This to be limited to one cut.
- 6) Crews on mixed trains picking up or setting out freight or passenger equipment. This to be limited to one set-out or pick-up.
- 7) Intermediate yards - Picking up cars from one track and/or setting out cars on one track, or on and from additional tracks when the designated tracks are not of sufficient length to hold same.

NOTE: In addition to the above, road crews may make one additional pick-up and/or set-out at each intermediate point under the terms of the May 13, 1971 BLE National Agreement.

- 8) Switching performed by freight crews as provided in Section j of this rule.
- 9) After picking up train and commencing outbound trip, may make an additional pick-up of cars within the limits of their initial terminal and set-out cars at one location within the limits of their final terminal in addition to the final yarding of their train. In addition to the above, at Omaha, inbound road crews may set out cars at Summit or 20th Street and 6th Street Yard; road crews may make one set-out of stock at Sidney, Laramie, and Denver; and at Grand Island, road crews may set out sugar beets at west stockyards.
- 10) Handle engine and caboose in connection with their own train as follows:

Initial Terminal: Take charge of their engine units to be used in their train at the engine house or ready track and handle the engine (units) (including all units connected to the operating unit or units) to the departure track; handle their caboose car and connect it to their own train, except that the crews will not be required to switch out their caboose from the caboose or lay-up track.

Final Terminal: Handle a caboose car of their own train to the caboose or lay-up track and/or couple their own caboose to another outbound train; deliver all units

connected to the operating unit or units to the engine house facilities or lay-up track.

NOTE: The foregoing provisions of this Section (10) shall not be construed to change existing rules covering the preparation or laying up of locomotives.

- 11) Exchange engine and caboose of own train.

NOTE: The work described in the note to Paragraph (7) and in Paragraph (10) herein shall be restricted to straight pick-ups or set-outs not involving the handling of cars not in their train or to be placed in their train, and the minimum number of tracks will be used provided that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars, it is not required that any track be filled to capacity.

c) **Initial Terminal Switching At Terminals Where Yard Crews Are Employed But Not On Duty.**

- 1) Road engine crews may be required to perform necessary switching in connection with making up their own train, which includes the assembling of all cars to be moved forward in their train and, in addition, may be required to spot important loads that are in the terminal which require spotting before yard crew comes on duty.
- 2) Road engine crews performing such service will be compensated therefore on the minute basis at the through freight rate or the yard rate, whichever the greater, with minimum allowance of one hour at 3/16ths of the daily rate per hour, according to class of engine used, independent of the road trip. Time engaged in switching will be calculated from time the work is begun until it is completed and train is coupled together, and time on road computed from the time required to report for duty less the time consumed in switching.

NOTE: At points where yard crew or crews are employed, road crews performing switching service during the second 12-hour period as defined in Article V, Section 5, of the June 25, 1964 National Agreement, will be compensated therefore on the minute basis with a minimum allowance of one hour at the pro rata daily yard rate, provided such switching service would require penalty payment if performed during the first 12- hour period.

d) **Final Terminal Switching Where Yard Crews Are Employed But Not On Duty.**

- 1) Road engine crews may be required to spot rush cars from their own train, deliver rush cars to connecting lines and, in addition, may be required to spot important loads that are in the terminal which require spotting before yard engine comes on duty.
- 2) Road engine crews performing such service will be compensated therefore on the minute basis at the through freight rate or the yard rate, whichever the

greater, with minimum allowance of one hour at 3/16ths of the daily rate per hour, according to class of engine used, independent of the road trip. Time shall be computed from the time engine reaches designated arrival point until engine is placed on designated track or crew is relieved.

NOTE: At points where yard crew or crews are employed, road crews performing switching service during the second 12-hour period as defined in Article V, Section 5, of the June 25, 1964 National Agreement, will be compensated therefore on the minute basis with a minimum allowance of one hour at the pro rata daily yard rate, provided such switching service would require penalty payment if performed during the first 12-hour period.

e) This rule applies to both through and local freight service, and switching or other work done at initial or final terminal will not change the classification of a through freight train to a local freight train.

f) **Road Engine Crews Performing Switching En route Where Yard Crews Are Employed But Not On Duty.**

1) At intermediate points where yard crews are employed but not on duty, road engine crews may be required to pick up cars for their train and/or set out cars from their train provided that the minimum number of tracks will be used, with the understanding that the carrier shall have the right to select the tracks used, and provided further that where it is necessary to use more than one such track to hold the cars it is not required that any track be filled to capacity. If the designated track would hold the entire pick-up and/or set-out and the road crew is nevertheless required to use two or more tracks for the pick-up and/or set-out, the road crew will be paid the local freight rate of pay.

2) Road engine crews may be required to spot important loads from their train or that are in the yard which require spotting before yard crew comes on duty and switch out cars that move forward in their train. Road crews under through freight rate of pay performing such service will be allowed local rate of pay for the trip, except when service is performed at other points enroute which changes the classification of a through freight to local freight, the service performed at station where yard crews are employed but not on duty will be paid for on the minute basis with minimum of one hour at pro rata through freight rate, or the yard rate, whichever the greater, independent of road trip.

g) In yard where continuous yard service is not maintained, yard crews assigned will perform all the service that is available or would become available within 30 minutes from the assigned off duty time for the yard crew, regardless of the fact that such handling may cause the yard crew to work overtime. Yard crews will be required to complete work of making up trains consisting of cars which are in the terminal and available for assembling at expiration of shift.

h) When the total time consumed by road engine crews in switching at terminals where yard crews are employed but not on duty during any spread of hours which can be covered within a shift under the regularly assigned starting time rules for yard service, plus the overtime worked by yard crews during the same hours, amounts to 4 hours or more for 3 consecutive working days, yard crews will thereafter be used to perform such

service so long as this amount of switching continues. Actual time consumed in switching will be shown on time slip.

- i) When road engine crews are required to perform yard switching other than as provided in this rule they shall be paid therefore at the through freight rate or the yard rate, whichever the greater, on minute basis at 3/16ths of the daily rate per hour according to class of engine used, with one hour arbitrary at 3/16ths of the daily rate, independent of the road trip, and first-out extra yard crew available at such terminal will be allowed a minimum day at yard rates.
- j) Except as otherwise provided in this rule, outbound freight crews required to pick up cars, or when additional cars are placed in their train by switch engine, between Council Bluffs and C.G.W. crossing at Summit, or between Council Bluffs and west switch storage track Gilmore, will be allowed terminal time computed from expiration of 30 minutes from time required to report for duty until cabooses crosses C.G.W. crossing Summit, or west switch storage track Gilmore, with minimum allowance of schedule mileage, Council Bluffs to C.G.W. crossing Summit, or west switch storage track Gilmore. Road mileage will begin at C.G.W. crossing Summit, or west switch storage track Gilmore.
- k) **Reference 1986 Arbitrated National Award, Article VIII, Section 1:**

Road crews may perform the following work in connection with their own trains without additional compensation:

- 1) Get or leave their train at any location within the initial and final terminals and handle their own switches. When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty point fixed for that assignment and such point is not within reasonable walking distance of the on and off duty point, transportation will be provided.
- 2) Make up to two straight pick-ups at other location(s) in the initial terminal in addition to picking up the train and up to two straight set-outs at other location(s) in the final terminal in addition to yarding the train; and, in connection therewith, spot, pull, couple, or uncouple cars set out or picked up by them and reset any cars disturbed.
- 3) In connection with straight pick-ups and/or set-outs within switching limits at intermediate points where yard crews are on duty, spot, pull, couple or uncouple cars set out or picked up by them and reset any cars disturbed in connection therewith.
- 4) Perform switching within switching limits at times no yard crew is on duty. On carriers on which the provisions of Section 1 of Article V of the June 25, 1964 Agreement are applicable, time consumed in switching under this provision shall continue to be counted as switching time. Switching allowances, where applicable, under Article V, Section 7 of the June 25, 1964 Agreement or under individual railroad agreements, payable to road crews, shall continue with respect to employees whose seniority in engine or train service precedes the date of this Agreement and such allowances are not subject to general or other wage increases.

- 5) At locations outside of switching limits there shall be no restrictions on holding onto cars in making set-outs or pick-ups, including coupling or shoving cars disturbed in making set-outs or pickups.
- 6) This does not allow cars to cut in behind other cars already in the tracks or cars to be picked up from behind other cars already in the tracks. It does permit the cutting of crossings, crosswalks, etc., the spotting of cars setout and the re-spotting of cars that may be moved off spot in the making of the two straight setouts or pickups (Side Letter 6).

l) **Reference 1991 PEB 219 National Award, Article VIII, Section 1:**

- 1) Pursuant to the new road/yard provisions contained in the recommendations of Presidential Emergency Board No. 219, as clarified, a road crew may perform in connection with its own train without additional compensation one move in addition to those permitted by previous agreements at each of the (a) initial terminal, (b) intermediate points, and (c) final terminal. Each of the moves - those previously allowed plus the new ones - may be any one of those prescribed by the Presidential Emergency Board: pick-ups, set-outs, getting or leaving the train on multiple tracks, interchanging with foreign railroads, transferring cars within a switching limit, and spotting and pulling cars at industries.
- 2) The switching allowances referred to in Article VIII, Section 1(d) of the May 19, 1986 Award of Arbitration Board No. 458 shall continue with respect to employees whose seniority in engine or train service precedes May 19, 1986 and such allowances are not subject to general or other wage increases.
- 3) The crew of an over-the-road solid run-through train may perform one move as prescribed, in addition to delivering and/or receiving their train in interchange.

RULE 21: FINAL TERMINAL DELAY

- a) For freight service, final terminal times shall be computed from the time the engine reaches designated arrival point and paid for the full delay at the end of the trip on the minute basis at one-eighth of daily rate per hour when no overtime accrues to point of release. When engine remains on the train, final terminal time will continue until arrival at the point of registration.

NOTE: Final Terminal Delay payments are included in the calculation of Trip Rated Assignments (2003 National Agreement).

- b) If on road overtime at the time engine reaches final designated arrival point, overtime will be continuous until the crew is finally released.
- c) If not on road overtime when engine reaches the designated point but overtime period commences before final release, final time up to the period when overtime commences will be allowed at one-eighth of daily rate per hour and time thereafter at the overtime rate.
- d) Trains held out of yard at destination will report the time when first held up as the time of arrival at terminal point. When other trains are prevented from entering the yard because

there is a train ahead that has reached the designated arrival point and cannot proceed into the yard, final terminal time commences when stopped behind the train ahead.

- e) Final terminal time will not be allowed on turnaround runs (main line or branches) except at starting point.
- f) Freight crews arriving at Denver off Dent Subdivision will receive final terminal time from time first held up at Sand Creek Junction due to congestion in the Denver freight yard or by freight trains ahead, but not when held at Sand Creek Junction for passenger trains.
- g) **Reference 1986 Arbitrated National Award, Article V,**

1. Computation of Time

In freight service all time, in excess of sixty (60) minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard where train is to be left or yarded until finally relieved from duty, shall be paid for as final terminal delay; provided, that if a train is deliberately delayed between the last siding or station and such switch or signal, the time held at such point will be added to any time calculated as final terminal delay.

2. Extension of Time

Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend the 60 minute period after which final terminal delay payment begins by the number of minutes equal to 60 divided by the applicable overtime divisor ($60/12.5 = 4.8$; $60/13 = 4.6$; $60/13.25 = 4.5$; $60/13.5 = 4.4$, etc.).

3. Payment

All final terminal delay, computed as provided for in this Article, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate in effect as of June 30, 1986, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this Article. The rate of pay for final terminal delay allowance shall not be subject to increases of any kind. After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty

NOTE: The phrase "relieved from duty" as used in this Article includes time required to make inspection, complete all necessary reports and/or register off duty.

4. Multiple Trips

When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

5. Exceptions

This Article shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This Article shall not apply to circus train service where special rates or allowances are paid for such service.

NOTE: The question as to what particular service is covered by the designations used in Section 5 shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

h) Section g of this rule applies to Unassigned Freight and Road Local Freight Service.

RULE 22: ZONE RULE

Engineers in pool or irregular freight service may be called to make short trips and turnarounds with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles with a minimum of 130 miles for a day; provided,

1. that the mileage of all the trips does not exceed 130 miles,
2. that the distance run from the terminal to the turning point does not exceed 25 miles, and
3. that Engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, except as a new day subject to the first-in, first-out rule.

LOCAL FREIGHT SERVICE

RULE 23: LOCAL FREIGHT SERVICE

- a) Trains loading or unloading way freight handling supply trains, working battery cars, spotting stock cars to load or unload, spotting and unloading water cars, or doing station switching will be classed as local freight trains.

NOTE: This does not apply to through or irregular freight trains setting out or picking up cars at stations, or picking up or dropping tonnage enroute, or loading or unloading small lots of perishable freight, except that pool freight crews required to place cars on two or more tracks when one track will hold the set-out will be allowed local freight rates of pay. Replacing cars displaced in picking up or setting out cars will not be classed as switching.

Crews on through freight trains will be allowed local rates of pay when required to pick up car or cars at one intermediate point and set out the cars at another intermediate point for the convenience of another train subsequently picking up the cars.

Engineers in through freight service required to pick up and/or set out a car or cars at three (3) or more intermediate points between terminals in road territory will be paid local freight rates for the entire trip.

Local rate will not be allowed when:

- 1) Cars are picked up at one intermediate point and set out at another intermediate point account bad-order.
 - 2) Cars are picked up or set out account tonnage.
 - 3) Cars are picked up at an intermediate point and set out at a diverging point for delivery to a point on a diverging line over which crew making set-out does not operate. (A diverging point is understood to mean a junction where two or more lines converge, one or more on which the crew making the set-out does not operate.) Example: Cars picked up at Borie and set out at LaSalle, which cars were destined to points between LaSalle and Julesburg.
 - 4) Cars are picked up at an intermediate point and destined to a point on that district and are set out at other than the destination point to avoid additional stops. Example: Cars picked up at Morgan destined to Aspen and set out at Evanston, to be subsequently moved Evanston to Aspen by the local.
 - 5) Cars set out as described in Sections (3) and (4) also include cars destined to the crew's terminal or beyond, if such cars are included in the one set-out and handled by crew assigned to local service, in accordance with Section (b) of this rule.
- b) Local work will be confined to local trains as far as possible.

c) Engineers on local freight trains will be paid local freight rates of pay. Where any member of crew receives local rate for local work performed en route over district on which Engineer performs service, Engineer will also be paid local rate.

d) This Section modified by Agreement #1807279456:

Effective October 1, 1994, all assigned local freight service (other than Zone Locals) on the Eastern District will be allowed a basic's day pay for each day an assigned Engineer is held in on an assigned work day. It is further understood that in order to qualify for this payment, the Engineer must either be available or work on the work days immediately preceding and following the day or days for which the guarantee is claimed as well as being available on the guarantee day or days. In connection therewith, Rules 97(c) and (d) will not apply to all assigned local freight service (other than Zone Locals).

Nothing in this section in any way limits the right of the Company to abolish local freight assignments and it is understood that the Company retains the right to bulletin local freight assignments on a 5, 6 or 7 day basis.

e) Eliminated in Working Agreement.

f) Retained but not reproduced herein.

g) Retained but not reproduced herein.

h) Engineers regularly assigned to local or mixed runs of over 100 miles, who on any date cover only a portion of their run, will be compensated on basis of actual service performance with minimum payment of not less than the equivalent of the mileage of their regular run.

i) Engineers on regularly assigned local or mixed runs of less than 100 miles required to make side or lap back trips not included in their assignment will be compensated as follows:

1) Actual mileage of side or lap back trips in addition to minimum day for service on assignment.

2) See Rule 17 (a) for calculation of when overtime accrues on runs of less than or greater than 100 miles.

3) When overtime accrues, allowance will be made on overtime basis or as provided in Paragraph 1 above, whichever the greater.

j) Bulletins covering regularly assigned local or mixed service will show points between which assigned; whether straightaway or turnaround; number of trips; turning points; home and far terminals; days assigned and starting time.

k)

1) Crews may be started later than bulletined starting time according to service conditions and time will commence at time required to report for duty. Engineers will not be required to hold themselves in readiness for an earlier call than prescribed in the bulletin.

- 2) Crews assigned to local, mixed, or combination switch and road service will be allowed 100 miles for service performed in advance of bulletined starting time at rate applicable to class of service performed, except as provided in following Paragraph (3).
- 3) When crews assigned to local, mixed, or combination switch and road service are brought on duty in advance of bulletined starting time for extra road service, time will be computed from time required to report for duty for the extra road service until released there from, with minimum allowance of 100 miles and new day will begin when brought on duty for regular assignment.
- l) A minimum of 100 miles will be allowed for trips out of turning points of assignments outside of the territory included in the assignment at the rate and under the rules governing the service performed, but such time or miles will not be used in computing overtime on the assignment.

RULE 24: COMBINATION SWITCH AND ROAD SERVICE

- a) Engineers assigned to combination switch and road service may be called to make one or more turnaround trips out of the same terminal within a zone extending 50 miles in any direction and paid actual miles with a minimum of 100 miles or 8 hours, provided that crew will not be required to make a succeeding trip out of their terminal after they have run 100 miles or been on duty 8 hours, except as a new day. Engineers will begin a new day when required to make trip out of their terminal if on duty 8 hours before their train is coupled together and air test made.
- b) All initial and final terminal time or work shall be paid for on minute basis and all time elapsing at terminal of assignment between trips which are commenced prior to Engineer having run 100 miles or been on duty 8 hours shall be paid for on same basis as final terminal time or work.
- c) See Rule 17 (a) for calculation of when overtime accrues on runs of less than or greater than 100 miles.
- d) Time on trips which constitute a day's work as provided herein will be allowed on basis of continuous time from time of reporting for duty until released, or on basis of actual miles run and time consumed at terminal of assignment in switching, including preparatory and held time, whichever the greater.

Example 1:

On duty in Cheyenne at 0600 hours
 Departs at 0900 hours; makes trip to Granite and returns at 1330 hours
 Departs Cheyenne a 2nd time at 1430 hours
 Makes trip to Granite and returns
 Released at 1700 hours

Compensation – 100 mile basic day (0600-1400), 30 minutes overtime (1400-1430), new day (100 miles) for departing after 8 hours. Terminal time does not apply as time on duty exceeded 8 hours.

Example 2:

On duty in Cheyenne at 0600 hours
Switches from 0630-0830 hours
Departs at 0830 hours; makes trip to Granite and returns at 1330 hours
Released at 1400 hours.

Compensation – 100 mile basic day (0600-1400). Payment of continuous time exceeds miles run (48 miles) and terminal time (3 hours).

Example 3:

On duty in Cheyenne at 0600 hours
Switches from 0630-0830 hours
Makes trip to Granite and returns at 1030 hours
Departs at 1100 hours; makes trip to Granite and returns at 1330 hours
Released at 1400 hours

Compensation – Paid actual miles (94 miles) and terminal time (3:30 hours) which exceeds continuous time compensation.

- e) A minimum of 100 miles will be allowed for service performed beyond the limits of the 50-mile zone at the rate and under the rules governing the service performed, but such time or miles will not be used in computing overtime on the assignment.
- f) Engineers regularly assigned to combination switch and road service will be paid 5-day yard rates, and guaranteed not less than 100 miles or 8 hours for each day assigned or held available for service. Engineers may be used in any other service to make up guarantee on days regularly assigned service is discontinued, but such service shall be paid for at schedule rates with minimum allowance of 100 miles at 5-day yard rates. However, this does not permit using such Engineers in pool freight service out of Beatrice or Sterling ahead of Engineers in pool freight service.
- g) It is understood that this provides how Engineers may be used in any class of service in lieu of their assigned service, but it does not authorize compensation thus earned to be applied to make up any time that Engineers were ready for service and not used.
- h) Bulletin will show terminal, starting time and days included in assignment.

**Following sections modified by
Agreement dated January 16, 1987 Modification of Rule 24**

- i) “Engineers may be started up to two hours later than bulletined starting time according to service conditions, provided they are advised prior to the end of the preceding shift each day-of the changed starting time, and time will commence at time required to report for duty. If started more than two hours later than the bulletined time, pay will commence at the bulletined starting time.

NOTE: For service performed in advance of bulletined starting time, see Rule 23(k)(2) and (3).

.... **Reference LOU dated January 16, 1987 File # 1860-1**

- j) "It was understood that if a combination switch and road service job is worked three consecutive days, it will be considered regularly assigned."

Modified by
1986 Arbitrated National Agreement, Article VII [Road Switchers, etc.]

"Section 1: Reduction in Work Week

- (a) Carriers with road switcher (or similar operations), mine run or roustabout agreements in effect prior to the date of this Agreement that do not have the right to reduce six or seven-day assignments to not less than five, or to establish new assignments to work five days per week, shall have that right.
- (b) The work days of five-day assignments reduced or established pursuant to Section 1(a) of this Article shall be consecutive. The five-day yard rate shall apply to new assignments established pursuant to Section 1(a) of this Article. Assignments reduced pursuant to Section 1(a) shall be compensated in accordance with the provisions of Section 1(c).
- (c) If the working days of an existing assignment as described in Section 1(a) are reduced under this Article, an allowance of 48 minutes at the existing straight time rate of that assignment in addition to the rate of pay for that assignment will be provided. Such allowance will continue for a period of three years from the date such assignment was first reduced. However, such allowance will not be made to employees who establish seniority in train or engine service on or after November 1, 1985. Upon expiration of the three year period described above, the five day yard rate will apply to any assignment reduced to working less than six or seven days a week pursuant to this Article.
- (d) The annulment or abolishment and subsequent reestablishment of an assignment to which the allowance provided for above applies shall not serve to make the allowance inapplicable to the assignment upon its restoration.

"Section 2: New Road Switcher Agreements

- (a) Carriers that do not have rules or agreements that allow them to establish road switcher assignments throughout their system may serve a proposal for such a rule upon the interested general chairman or chairmen. If agreement is not reached on the proposal within 20 days, the question shall be submitted to arbitration.
- (b) The arbitrator shall be selected by the parties or, if they fail to agree, the National Mediation board will be requested to name an arbitrator.
- (c) The arbitrator shall render a decision within 30 days from the date he accepts appointment. The decision shall not deal with the right of the carrier to establish road switcher assignments (such right is recognized), but shall be restricted to

enumerating the terms and conditions under which such assignments shall be compensated and operated.

- (d) In determining the terms and conditions under which road switcher assignments shall be compensated and operated, the arbitrator will be guided by and confined to what are the prevailing features of other road switcher agreements found on Class 1 railroads, except that the five day yard rate shall apply to any assignment established under this Section.”

RULE 25: WORK AND WRECK TRAIN SERVICE

- a) Work train in service five consecutive days will be considered an assigned work train on which the hours of service must be fixed.
- b) Crews in assigned work train service will be allowed a minimum of 100 miles for service performed in advance of bulletined starting time, except as provided in Section (e) of this rule.
- c) When crew having tie-up point away from terminal is run into terminal Friday or Saturday, they may be brought on duty at such terminal Monday morning in advance of bulletined starting time and time will commence at time required to report for duty.
- d) Compensation for crews in assigned work train service will not begin later than the fixed starting time, unless crews are tied up for rest.
- e) When the fixed starting time is changed one hour or more the assignment will be promptly bulletined for Engineer and the incumbent will remain on the assignment until filled under bulletin.
- f) Engineers on assigned work trains will be allowed full time (including Sundays).
 - 1) Extra Engineer on an assigned work train which comes into home terminal or point where an extra list is maintained, on a day prior to a layover day (Saturday, Sunday, or a holiday other than Monday) and the assignment is not going to work on such layover day, will be held on the assignment each layover day until the expiration of the minimum working hours of the assignment and paid for the day or days held. At the expiration of the minimum working hours on Sunday or holiday other than Monday, the Extra Engineer will be placed last-out on the extra list.
 - 2) When Monday is a holiday and a layover day, the regularly assigned Engineer may report for work prior to Monday and will be available for service on Monday and compensated therefore. This provision is also applicable to a senior Engineer exercising displacement rights to an assigned work train in accordance with schedule rules.
- g) 20 Minutes will be allowed for meals between the fourth and sixth hours; such time to be considered a part of the 8 consecutive hours constituting a day's work.
- h) Terminal time will not be allowed in temporary work service when constructive mileage is allowed.

- i) Actual miles will be allowed in work train and pile-driver service when 100 miles or more are made in a day.
- j) Engineers flanging side tracks with flangers will be allowed actual side track mileage flanged, added to actual mileage of trip.
- k) Unassigned work trains originating at the home terminal and work trains under bulletin will be manned by Extra Engineers. Unassigned work trains originating at the far terminal will be manned by pool Engineers.
- l) Engineers in work train service may tie up between terminals subject to Rule 68. When tied up at points where food and lodging are not available will be paid actual miles deadheading to nearest point where food and lodging can be obtained. Such miles will be paid as an arbitrary separate from the service trip.

RULE 26: SNOW PLOW SERVICE

- a) In snow plow service, Engineers will be paid at the current through freight rate per class of engine used with minimum of a basic day [Rule 2 Section (c)].
- b) Engineers operating rotary snow excavators will be paid in the same manner defined in Section (a) above. Engineers assigned to rotary snow excavators, and held at any point, will be allowed one day for each 24 hours so held.
- c) When snowplows are double crewed, Engineers will alternate at the end of each twelve hours. Basic day and overtime provisions for snowplow service shall apply to the service period and miles or time at pro rata rate, whichever the greater, for the deadhead movement.

RULE 27: HELPER SERVICE

- a) Engineers assigned to helper service shall be called first-in and first-out for initial service on each 8-hour helper day.
- b) Assigned helper Engineer, who is available and ready for service the entire month, shall be guaranteed 3300 miles per month.
- c) If an assigned man lays off of his own accord or is relieved during the month he shall receive what he earned but not less than his proportion of the monthly guarantee for the number of days worked or held.
- d) Extra Engineer relieving a regular man shall be paid not less than his proportion of the monthly guarantee for the number of days worked or held, except that in the operation of rules regulating mileage, the guarantee shall not apply to the relieving man or men.
- e) In case traffic is interrupted to the extent of 48 hours or more at one time in any calendar month from any cause over which the Company has no control, the guarantee will not apply during the period of such interruption.
- f) When crews are released and called on duty again before the expiration of 8 hours, their time will be computed as continuous. If called on duty after 100 miles have been ran or after expiration of 8 hours from starting time of initial trip, a new day will begin.

- g) Terminal time will not be paid to assigned helpers except when 100 miles or more are made.
- h) Road Engineers will not be required to do helping service except in emergencies, in which case they will be paid in accordance with Rule 71.

RULE 28: CIRCUS TRAINS

- a) When circus trains are operated over districts or branches and they do not make any intermediate stops (or stands); freight rates and conditions will apply.
- b) When service requires intermediate stops (or stands), the loading or unloading of the circus en route over a district, or at a terminal, Engineers will be paid 175 miles for each 24-hour period or portion thereof, computed from time first required to report for duty. Overtime or terminal time will not be paid while on the 175-mile basis.
- c) Where movement starts after the expiration of a 24-hour period and terminates at a terminal and the crew released, minimum of 100 miles will be allowed. Where movement starts prior to the expiration of a 24-hour period and terminates at a terminal and the crew released after the expiration of that 24-hour period, actual time or mileage, whichever is greater, will be allowed. These allowances will be made in addition to 175 miles for each 24-hour period in which circus was loaded or unloaded.
- d) Circus trains tied up between terminals for one or more days account washouts or other obstructions, 100 miles for each 24 hours will be allowed.

FREIGHT SERVICE - MISCELLANEOUS

RULE 29: MEALS

Engineers on freight trains will be given reasonable time to eat if hours on duty make it necessary or conditions of service require it.

.... Reference 1971 Interdivisional Service Agreement, Part VII, Section 5 [Meals]:

“In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1 .50 for the trip.”

.... Reference Interdivisional LOU dated 12/17/1974

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.

.... Reference 1991 PEB 219 National Award Article VII

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

RULE 30: EATING AND SLEEPING ACCOMMODATIONS

Engineers will not be tied up between their terminals except at points where food and lodging can be procured.

.... Reference June 25, 1964 National Agreement, Article II, Sections 1 & 2 [Expenses Away From Home]:

“Section 1 -

“When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

"If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

"The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

Section 2 - When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE: For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

.... **Reference 1971 National Agreement Article VII**

1. Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:
 - a. The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
 - b. Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.
-

.... **Reference ID AGREEMENT - MODIFICATION dated 07/14/1972**

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.

RULE 31: OGDEN-WAHSATCH DOUBLE

Retained but not reproduced herein.

YARD SERVICE

RULE 32: WHEN TWO OR MORE LOCOMOTIVES ARE USED

When two or more locomotives are use during one shift in yard service, the rate applicable to the heaviest engine on drivers shall be paid for the entire shift.

RULE 33. DINKEY ENGINES.

Engineers operating dinkey engines in and about shops will be paid yard rates and be governed by yard rules. Vacancies and new positions will be filled from the ranks of Engineers.

RULE 34. BELT LINE OR TRANSFER SERVICE.

Yard rates will apply when Yard Engineers make transfers.

RULE 35: BASIC DAY

Eight hours or less shall constitute a day's work.

RULE 36: TIME BEGINS AND ENDS

Time to begin when required to report or duty, and to end at time engine is placed on designated track, or Engineer is released as hereinafter provided.

RULE 37: OVERTIME AND DOUBLING

- a) Overtime. Except where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime on the minute basis at 3/16ths of the daily rate per hour, according to class of engine.
- b) An Engineer required to double, who is unable to complete the second shift because of the Hours of Service Law, will be allowed actual time worked on the second shift at the time and one-half rate plus pay at straight-time rate for up to 8 hours from the time first commencing to double.
 - 1) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.
 - 2) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service. (The term "road service", as used in this Paragraph (2), shall not apply to employees paid road rates, but governed by yard rules.)
 - 3) Where an extra man commences work on a second shift in a 24-hour period he shall be paid at time and one-half for such second shift except when it is started 22-1/2 to 24 hours from the starting time of the first shift.

A 24-hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate

- 4) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first 8 hours of work following such change.
- 5) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata, rate.

RULE 38: STARTING TIME

- a) Regularly assigned Yard Engineers will each have a fixed starting time, and the starting time will not be changed without at least 48 hours advance notice.
- b) Where three 8-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 a.m. and 8:00 a.m.; the second 2:30 p.m. and 4:00 p.m.; and the third 10:30 p.m. and 12:00 midnight.
- c) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).
- d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 a.m. and 10:00 a.m., and the second not later than 10:30 p.m.
- e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections (b) or (d).
- f) At points where only one Yard Engineer is regularly employed he can be started at any time subject to Section (a).
- g) Central time to govern at North Platte and Ellis.

RULE 39: ASSIGNMENTS

- a) Engineers shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of a crew. So far as practicable, assignments shall be restricted to 8 hours work.
- b) Any engine working three consecutive days will be considered regularly assigned. Assigned Yard Engineers will be given at least 16 hours advance notice when assignment is to be discontinued.

See Appendix J for Five – Day Work Week Agreements

- 1. 1st District September 24, 1965
Council Bluffs October 22, 1984
Grand Island January 15, 2003
- 2. 3rd District May 28, 1976
- 3. 4th District June 29, 1980
- 4. 5th District June 2, 1975
- 5. 6th District May 17, 1971

6. 9th District October, 9, 1979 (Salina Yard)
7. 12th District May 17, 1971
8. 14th District February 10, 1972 (Denver & Sterling)
9. 18th District May 14, 1979 (Marysville & Hastings)
10. Other yard locations in the Denver and Salina Hubs are governed by the 1952 National Agreement, Article 3 [Five-Day Work Week].

RULE 40: REQUIRED TO COVER PORTION OF ANOTHER SHIFT AND REPORTING IN ADVANCE OF REGULAR SHIFT

Regularly assigned Engineers after being released from duty, required to cover any portion of another shift, or required to report in advance of regular reporting time, will be allowed a minimum of 8 hours at time and one-half for service performed in addition to pay for regular shift, except as provided in Rule 37.

RULE 41: EXTRA MAN RELIEVING REGULAR MAN

An extra man relieving a regular man after starting time of the regular shift, shall be paid a minimum of a basic day, but will not be entitled to the overtime rate until after having performed 8 hours service.

RULE 42: CALCULATING ASSIGNMENTS AND MEAL PERIODS

Retained but not reproduced herein.

RULE 43: MEAL PERIOD

- a) Yard Engineers will be allowed 20 minutes for lunch between 4-¹/₂ and 6 hours after starting work, without deduction in pay.
- b) Yard Engineers will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay for time therefore.
- c) Yard Engineers required to work through two shifts, or to work overtime beyond 2 hours on first shift, will be allowed reasonable time for meal without deduction in pay.

RULE 44: DESIGNATED STARTING AND RELIEVING POINTS

In all yards where switch Engineers are assigned, the Company will designate locations where switch Engineers will report on and off duty. Such locations to be at points where engines are supplied or the convenience of the Company may require. When reporting for duty, if the Engineer is notified the engine he/she has been assigned is working in another location, he/she will report to that location as soon as possible. The Engineer relieved will be under pay until the on/off duty point is reached.

RULE 45: COMBINATION ROAD AND YARD SERVICE

Where regularly assigned to perform service within switching limits, Yard Engineers shall not be used in road service when road Engineers are available, except in case of emergency. When Yard Engineers are used in road service under emergency conditions, they shall be paid miles or hours, whichever the greater, with a minimum of one hour in the class of service performed.

Payment will be made in addition to the regular yard pay and without deduction for the time consumed in said service. The term "road service" will mean any service for which road rates are paid.

.... **Reference 1978 National Agreement, Article VIII, Sections 1-3 [Combination Road-Yard Service Zones]:**

“Section 1:

“At points where yard crews are employed, combination road-yard service zones may be established within which yard engine crews may be used to perform specified service outside of switching limits under the following conditions:

- a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.
- b) Within Road-Yard Service Zones, yard engine crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard engine crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

NOTE: The use of yard engine crews in Road-Yard Service Zones is restricted to the specific service required or requested by the customer and they may not be used indiscriminately to perform any other additional work.

- c) The use of yard engine crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.
- d) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

“Section 2:

“At points where yard crews are employed, combination road-yard service zones may be established within which yard engine crews may be used to perform specified service outside of switching limits under the following conditions:

“Road-Yard Service Zones for purposes of this Section 2 are limited to a distance not to exceed fifteen (15) miles for the purpose of handling disabled trains or trains tied up under the Hours of Service Act. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

- a) Within Road-Yard Service Zones, yard engine crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their

final terminal without penalty to road crews. For such service yard engine crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction there from for the time consumed outside of switching limits.

- b) Nothing in this Section 2 is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of Service Act beyond the 15 mile road-yard service zones, established under this section where restrictions did not exist prior to the date of this agreement.

“This Section 2 shall become effective unless a carrier elects to preserve existing rules or practices by notifying the authorized employee representatives within fifteen (15) days after the date of this agreement.

“Section 3:

“Time consumed by yard engine crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.”

.... Reference 1986 Arbitrated National Agreement, Article VIII, Section 2 [Road-Yard and Incidental Work]:

“Section 2:

- (a) “Yard crews may perform the following work outside of switching limits without additional compensation except as provided below:
 - (i) Bring in disabled train or trains whose crews have tied up under the Hours of Service Law from locations up to 25 miles outside of switching limits.
 - (ii) Complete the work that would normally be handled by the crew of trains that have been disabled or tied up under the Hours of Service Law and are being brought into the terminal by those yard crews.

NOTE: For performing the service provided in (a) (i) and (ii) above, yard crews shall be paid miles or hours, whichever is the greater, with a minimum of one (1) hour for the class of service performed (except where existing agreements require payment at yard rates) for all time consumed outside of switching limits. This allowance shall be in addition to the regular yard pay and without any deduction there from for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precede November 1, 1985 and is not subject to general or other wage increases.

- (iii) Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or

crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.

- (iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

(b) "Yard crews may perform hostling work without additional payment or penalty."

RULE 46: COMBINATION SERVICE WITHIN SWITCHING LIMITS

When Yard Engineers perform more than one class of service during any one shift within switching limits, they will be paid for the entire service at the highest rate applicable to any class of service performed.

RULE 47: NOT CONFINED TO YARD LIMITS

Engineers in switching service whose regular assignments are not confined to yard limits will be paid through freight rates.

RULE 48: SWITCHING BY ROAD CREWS & NEW INDUSTRIES

a) Switching By Road Crews

No payments will accrue to Yard Engineers account road engine crews performing service as provided in Rules 8(d), 20, and 21. If road engine crews are required to perform yard switching other than as provided in those rules, the first-out extra yard crew available at such terminal will be allowed a minimum of a basic day at the highest rate applicable to yard engines used in that yard.

b) Switching Service for New Industries

- 1) Where an industry desires to locate outside of existing switching limits at points where yard crews are employed, the Carrier may assure switching service at such location even though switching limits are not changed. Yard crews may perform such service from yard(s) within the existing switching limits without additional compensation or penalties to yard or road crews, provided the switch governing movements from the main track to the track(s) serving the industry is located at a point within 4 miles from the existing switching limits. Other industries located between the switching limits and the new industry may be served by either road or Yard Engineers without additional compensation or penalties. Road crews may perform service at the new industry only to the extent they could do so if the new industry were within switching limits. Where rules require yard limits and switching limits to be the same, the yard limit board may be moved for operating purposes. Switching limits shall remain the same unless changed in accordance with rules governing change in switching limits.

.... Reference 1986 Arbitrated National Agreement, Article VIII, Section 2(a) (paragraph iii and iv) [Yard Crews]

- (iii) "Perform service to customers up to 20 miles outside switching limits provided such service does not result in the elimination of a road crew or crews in the territory. The use of a yard crew in accordance with this paragraph will not be construed as giving yard crews exclusive rights to such work. This paragraph does not contemplate the use of yard crews to perform work train or wrecking service outside switching limits.
- (iv) Nothing in this Article will serve to prevent or affect in any way a carrier's right to extend switching limits in accordance with applicable agreements. However, the distances prescribed in this Article shall continue to be measured from switching limits as they existed as of July 26, 1978, except by mutual agreement.

The Yard Engineer(s) involved shall keep account on the form provided, and report daily to the Carrier the actual time consumed by the yard crew(s) outside of the switching limits serving the new industry. Statement of such time shall be furnished to the General Chairman by the Carrier each month.

The General Chairman may at periodic intervals of not less than 3 months designate a plan for apportionment of time whereby road Engineers from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits.

Failing to arrange for the apportionment at the indicated periods, they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

- 2) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

c) **Changing Switching Limits**

- 1) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions

shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

- 2) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

NOTE: The provisions of Rule 48 quoted above: do not reflect all the amendments thereto as contained in Articles II and III of the National Agreement dated May 13, 1971. **See Appendix L**

RULE 49: RELIEF BY REQUEST

Yard Engineers relieved at their request before the end of their shift will be paid for actual hours worked and may not commence work again until the beginning of the next shift.

RULE 50: TOPEKA AND HANNA FULL TIME

Yard Engineers at Topeka and Hanna will be allowed full time or pay for every day in the month and will be subject to working every day.

RULE 51: RIGHTS

- a) After a Yard Engineer has been off for four days, other assigned Yard Engineers may take the run, if they so desire, in preference to extra men.

NOTE: Vacancies caused by the absence of Yard Engineers on vacation at Kansas City, Council Bluffs, Omaha and Grand Island will be filled daily from the extra board by Engineers standing first-out at calling time.

- b) Retained but not reproduced herein.
- c) Road Engineers who have been in yard service one year or more and who have not made a road trip in that year will be required to make one trip in main line freight service, without compensation, before they can exercise seniority in freight service.

GENERAL RULES

RULE 52: CALLING CREWS

a) **Calling Crews:**

The governing factor in making calls will be the time Engineer is required to report for duty.

b) **Calling Limit:**

Calling limits will be three miles.

c) **Acknowledgment of Call:**

Engineers will acknowledge their call (showing time and train for which called) by signing their names and time called on Carrier's log. If called by telephone, Carrier will make record of the call.

d) **Notified Of Probable Destination:**

Engineers will be notified at the time they are called of the probable destination of the train; it being understood the person calling may give incorrect information. There will be no penalty or extra expense to the Carrier for failure to comply with this rule.

e) **Called And Not Used:**

When called and not used, Engineers will be allowed ½ basic day and stand first-out; if held on duty to exceed 4 hours, a basic day will be allowed and Engineers will stand last-out.

.... Reference 1971 Interdivisional Service Agreement, Part VII, Section 6

An Engineer called for Interdivisional Service and not used will be allowed ½ basic day and stand first out; if held on duty to exceed four (4) hours will be allowed a basic day and stand first out. An Engineer shall be restored to his same relative position on the pool board at first opportunity.

When senior available freight Engineer is called for extra passenger service out of home terminal and not used, and his regular turn departs before he is released, he will be allowed a basic day. If both called and released before leaving home or place where called, no compensation is due.

f) **Time and Mileage Begins and Ends:**

In all classes of road service an Engineer's time will commence at the time he is required to report for duty and will conclude at the time the engine is placed on the designated track or relieved by hostler at terminal.

RULE 53: FIRST-IN, FIRST-OUT

- a) Engineers on assigned runs will stay with their runs regardless of engine furnished. Engineers in chain gang service will run first-in, first-out and, to preserve this order, it will be permissible to run an Engineer out on other than the train for which called, if practicable.
- b) Board position for regularly assigned pool freight Engineers will be governed by their final release time at district terminals.
 - 1) Board position for Extra Engineers in road service will be governed by their final release time at district terminals.
 - 2) Board position for Extra Engineers in yard service will be governed by the expiration of the normal tour of duty for that particular shift. If the Extra Engineer works overtime and final release is one hour or more later than that of the following extra Yard Engineer, the time of final release will govern position on the extra board.
- c) Except as provided in Rule 22, pool freight Engineers will be limited to one turn-around trip at the far terminal if other crews are available.
- d) When calling road Engineers to deadhead, call the first out Engineer to deadhead, and the next Engineer to man the train. At the final terminal, they will be called in the same order.
- e) Engineers picked up en route and deadheaded or towed into the terminal will tie up ahead of the train Engineer. If more than one Engineer is picked up en route, the Engineer having been under pay the longest will tie up first. Final release time will govern in all cases.
- f) Original section (e) and (f) of this rule pertaining to steam engines have been retained but is not reproduced herein.

RULE 54: RUN-AROUND

Section a) modified by Agreement #1803139681 dated October 10, 1996

- a) Engineers not called in their turn will be allowed one-half basic day and stand first out if not called within eight hours, one basic day will be allowed and Engineer will stand first out. Engineers are not run around when they take the train for which called, or as provided in the last sentence of Rule 53, Section (a).
- b) Pool freight crews who are runaround by other pool freight crews at the home terminal or en route between the home terminal and far terminal will, upon arrival at far terminal, be given the same relative position on the list as held prior to leaving the home terminal.
- c) Pool freight crews who are runaround by other pool freight crews at the far terminal or en route between the far terminal and the home terminal will, on arrival at the home terminal be given the same relative position on the list as that held prior to leaving the home terminal on the last trip.

- d) When an Engineer in pool freight service is first out but not rested at the home terminal, his turn will remain first out until the held Engineer becomes legally rested. (See rule 67 regarding extra rest)
- 1) If other turns are run while the held Engineer is on rest, the turn of the held Engineer, upon return to the home terminal, will be restored to the same relative position on the board the turn held prior to being held for rest.

The Company will not be penalized in any way in the application of Sections (b), (c), and (d).

... **Reference Letter of Understanding dated July 10, 2009 - See Appendix K**

1. An employee assigned to a turn in an unassigned freight pool or to a position on an extra board who finds themselves in mandatory off duty time pursuant to §21103(a)(1) (i.e., the "278-hour monthly cap rule") or §21103(a)(4) (i.e., the "6/48 & 7/72 rule") will retain and remain on his or her turn in the applicable freight pool or his or her position on the applicable extra board during the period he or she is in mandatory off duty time.
- a. During the period said employee is in mandatory off duty time, his or her freight pool turn or extra board position (and accordingly the employee assigned) shall continue to rotate or advance (i.e., move up) in the freight pool or on the extra board.

If the employee's freight pool turn or extra board position reaches the first-out position before he or she is no longer subject to the mandatory off duty time pursuant to Item 1 above, the employee and his or her assigned pool turn or extra board position will be held in the first-out position until the expiration of the employee's period of mandatory off duty time.

... **Reference Auto-Markup Interpretation – See Appendix K**

- D.
1. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are 72 hours or greater and expire between 10:31 p.m. and 7:59 a.m. will be automatically marked up upon expiration of their approved/authorized absences but will not be eligible or called for an assignment that starts prior to 7:59 a.m. Engineers covered by this Paragraph D will be available for service for an assignment starting subsequent to 7:59 a.m. – i.e., marked-up Engineers can be called prior to 8:00 a.m. for an assignment that starts subsequent to 7:59 a.m.

- 2 The freight pool turn or extra board position occupied by an Engineer covered by this Paragraph D will continue to rotate within the pool or extra board during the period he/she is unavailable for service pursuant to Paragraph D except that if his/her pool turn or extra board position reaches the first-out position before he or she is available for service the Engineer's pool turn or extra board position will be held in the first-out position until he/she is available for service or call.

RULE 55: COMBINATION TERMINAL TIME AND ROAD SERVICE

On trips of less than 100 miles, allowed initial and final terminal time will be added to the miles or time and not less than 100 miles allowed for the combined service.

EXCEPTION: The foregoing provisions are not applicable to service operated from terminal to terminal on the following districts

Cheyenne-Laramie

Junction City-Salina

On the above districts initial terminal delay in through freight service will be paid after 1 hour and 15 minutes.

RULE 56: MORE THAN ONE CLASS OF ROAD SERVICE

Road Engineers employed in any class of road service may be required to perform two or more classes of road service in a day or trip subject to the following terms and conditions

a) **Payment:**

- 1) Except as qualified by (a) 2 below, payment for the entire service shall be made at the highest rate applicable to any class of service performed, the overtime basis for the rate paid to apply for the entire trip. Not less than a minimum day will be paid for the combined service.

When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to the locomotive consist used at any one time shall be paid for the entire day or trip.

NOTE: See System Weight on Drivers Agreement in **Appendix K**

- 2) Road Engineers in through freight and passenger service only shall receive full payment for the regular day or trip based on miles or hours applicable to the regular day or trip plus extra compensation on a minute basis for all additional time required in the other class of road service. The rate paid both for the regular trip and for the additional time shall be the highest rate applicable to any class of service performed during the entire day or trip. When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any locomotive shall be paid for the entire day or trip.

Overtime rate shall apply to the extra compensation only to the extent that the additional service results in overtime for the entire day or trip or adds to overtime otherwise payable for hours required for the regular trip.

Examples For The Application Of This Paragraph (a) 2 Are:

- 1) An Engineer in through freight service on a run of 100 miles is on duty a spread of 8 hours, including 2 hours of another class of road service -- Engineer will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- 2) An Engineer in through freight service on a run of 100 miles is on duty a spread of 9 hours, including 2 hours of another class of road service -- Engineer will be paid 100 miles or 8 hours at pro rata rate for the trip plus 1 hour at pro rata rate and 1 hour at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- 3) An Engineer in through freight service on a run of 100 miles is on duty a spread of 10 hours, including 2 hours of another class of road service -- Engineer will be paid 100 miles or 8 hours at pro rata rate for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- 4) An Engineer in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service -- Engineer will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time and one-half for the trip plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.
- 5) An Engineer in through freight service on a run of 150 miles is on duty a spread of 10 hours, including 2 hours of another class of road service -- Engineer will be paid 150 miles or 12 hours at pro rata rate for the trip, plus 2 hours at pro rata rate for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

b) This rule applies to:

- 1) Unassigned and/or assigned road service.
- 2) Another class of road service regardless of when notified, whether at time called, at the outset of, or during the tour of duty.
- 3) Passenger service, except that helper or pusher service not a part of the regular passenger assignment, or wreck or work train service, should not be required except in emergencies.

- c) This rule does not involve the combining of road with yard service nor modify or set aside:
 - 1) Lap-back or side trip rules (as modified by 2003 National Agreement Section 5(a) (1)) except when a combination of service includes work, wreck, helper, or pusher service.
 - 2) Conversion rules.
 - 3) Terminal switching and/or special terminal allowance rules.

RULE 57: CONSTRUCTIVE AND ARBITRARY MILEAGE ALLOWANCES

- a) Retained but not reproduced herein.
- b) Retained but not reproduced herein.
- c) Retained but not reproduced herein.
- d) Retained but not reproduced herein.
- e) Retained but not reproduced herein.
- f) Retained but not reproduce herein.
- g) Retained but not reproduced herein
- h) Retained but not reproduced herein
- i) Engineers in through freight service required to re-rail cars or engines or revive engines which have no connection with the train they are handling will be compensated on the actual minute basis at pro rata rate with a minimum allowance of one hour. This time will be continuous from the time work is begun until it is completed. When overtime accrues, computed from time of reporting for duty, the allowance described above, or overtime, whichever the greater, will be paid.
- j) Retained but not reproduced. herein

RULE 58: SETTING OUT AND/OR PICKING UP DIESEL UNITS

Rule superseded by

1986 Arbitrated National Agreement Article IV Section 4:

**“Section 4 - Engine Exchange
(Including Adding and Subtracting of Units) and Other Related Arbitraries**

- (a) Effective July 1, 1986 all arbitrary allowances provided to employees for exchanging engines, including adding and subtracting units, preparing one or more units for tow, handling locomotive units not connected in multiple, and coupling and/or uncoupling appurtenances such as signal hose and control cables are reduced by an amount equal to two-thirds of the allowance in effect as of June 30, 1986.

- (b) Effective July 1, 1986, all arbitrary allowances provided to employees for performing work described in paragraph (a) above are eliminated.

RULE 59: SERVICING ENGINES

Rule superseded by

1986 Arbitrated National Award Article VIII Section 3:

“Section 3 - Incidental Work

“Road and yard employees in engine service and qualified ground service employees may perform the following items of work in connection with their own assignments without additional compensation:

- a) Handle switches
- b) Move, turn, spot and fuel locomotives Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts

.... Reference Side Letter #8 of 1986 Arbitrated National Award dated 05/19/1986

It was understood that the reference to moving, turning, spotting and fueling locomotives contained in Section 3(b) includes the assembling of locomotive power, such as rearranging, increasing or decreasing the locomotive consist. It is not contemplated that an Engineer will be required to place fuel oil or other supplies on a locomotive if another qualified employee is available for that purpose.

-
- c) Inspect locomotives
 - d) Start or shutdown locomotives
 - e) Make head-end air tests
 - f) Prepare reports while under pay
 - g) Use communication devices; copy and handle train orders, clearances and/or other messages
 - h) Any duties formerly performed by firemen.

.... Reference Side Letter 7 of 1986 Arbitrated National Award dated 05/19/1986

This confirms the understanding that the provisions in Section 3 thereof, concerning incidental work, are intended to remove any existing restrictions upon the use of employees represented by the BLE to perform the described

categories of work and to remove any existing requirements that such employees, if used to perform the work, be paid an arbitrary or penalty amount over and above the normal compensation for their assignment. Such provisions are not intended to infringe upon the work rights of another craft as established on any railroad.

It is further understood that paragraphs (a) and (c) of Section 3 do not contemplate that the Engineer will perform such incidental work when other members of the crew are present and available

RULE 60: DOUBLING, LAP BACK AND SIDE TRIPS

When Engineers are required to make lap back trips, side trips on diverging lines between their terminals, required to double hills, or run for fuel and/or water, miles run will be added to the mileage of the regular trip and paid for on continuous time basis.

NOTE 1: Crews on regularly assigned local or mixed runs of less than 100 miles will be compensated for side or lap back trips, in accordance with provisions of Rule 23(i).

NOTE 2: Emergency side and lap back miles for through freight service have been incorporated into the prevailing trip rates per Article V – Pay System Simplification, Part B, Section 5(a)(1) of 2003 National Agreement.

RULE 61: RUNNING LIGHT - PILOTS - MESSENGERS

- a) When run light over district, engines will be accompanied by pilot.
- b) Engineers will be compensated at through freight rate of pay for handling engines running light.
- c) Engineers used to "messenger" dead engines, will be paid the same rate and come under the same rule that would govern the running of engine in charge.

RULE 62: WATCHING ENGINES

Retained but not reproduced herein

RULE 63: DEADHEADING

Rule superseded by

Article VI of the 1986 Arbitrated National Award

“ARTICLE VI – DEADHEADING

Existing rules covering deadheading are revised as follows:

Section 1 - Payment When Deadheading and Service Are Combined

Deadheading and service may be combined in any manner that traffic conditions require, and when so combined employees shall be paid actual miles or hours on a continuous time basis,

with not less than a minimum day, for the combined service and deadheading. However, when deadheading from the away-from-home terminal to the home terminal is combined with a service trip from such home terminal to such away-from-home terminal and the distance between the two terminals exceeds the applicable mileage for a basic day, the rate paid for the basic day mileage portions of the service trip and deadhead shall be at the full basic daily rate.

Section 2 - Payment For Deadheading Separate From Service

When deadheading is paid for separate and apart from service:

For Present Employees*

A minimum day, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed for the deadheading, unless actual time consumed is greater, in which event the latter amount shall be allowed.

For New Employees**

Compensation on a minute basis, at the basic rate applicable to the class of service in connection with which deadheading is performed, shall be allowed. However, if service after deadheading to other than the employee's home terminal does not begin within 16 hours after completion of deadhead, a minimum of a basic day at such rate will be paid. If deadheading from service at other than the employee's home terminal does not commence within 16 hours of completion of service, a minimum of a basic day at each rate will be paid.

A minimum of a basic day also will be allowed where two separate deadhead trips, the second of which is out of other than the home terminal, are made with no intervening service performed. Non-service payments such as held-away-from-home-terminal allowance will count toward the minimum of a basic day provided in this Section 2(b).

* Employees whose Seniority in engine or train service precedes November 1, 1985.

** Employees whose earliest seniority date in engine or train service is established on or after November 1, 1985.

Section 3 - Applications

Deadheading will not be paid where not paid under existing rules.

This Article shall become effective July 1, 1986 except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such date.

RULE 64: HOME TERMINALS DESIGNATED

Council Bluffs, IA	First	Seniority District
North Platte, NE	Second	Seniority District
North Platte, NE	Third	Seniority District
Cheyenne, WY	Fourth	Seniority District

Cheyenne, WY	Fifth	Seniority District
Rawlins, WY	Sixth	Seniority District
Salina, KS	Ninth	Seniority District
Sharon Springs, KS	Tenth-Eleventh	Seniority District
Green River, WY	Twelfth	Seniority District
Denver, CO	Fourteenth	Seniority District
Marysville, KS	Fifteenth	Seniority District
Marysville, KS	Eighteenth	Seniority District

NOTE: Some of the home terminal designations have been modified or are no longer applicable See **Appendix H [SENIORITY]** and **Appendix I (HUB AGREEMENTS)**

RULE 65: HELD-AWAY-FROM-HOME-TERMINAL

- a) Engineers in district pool freight service or those in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the time so held during the next succeeding 8 hours, or until the end of the second 24-hour period, and similarly for each 24-hour period thereafter.

Modified by
Appendix B Basic Interdivisional Supplemental Agreement Section 2 dated 12/23/1971:

“Engineers in interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed.”

NOTE: For Engineers governed by the Denver, CNW Merger, Salina and Expanded Salina Merger Implementing Agreements, the following will apply:

Held Away from Home Time - Engineers in pool freight service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous tour of duty, at the regular rate per hour paid them for the last service performed.

- b) Should an Engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.
- c) Payments accruing under this rule shall be paid for separately and apart from pay for the subsequent service or deadheading. Payments under this rule shall be at the rate

applicable to the trip out of the far terminal, except when deadheading, in which event the rate applicable to the last road service performed will apply.

- d) If an Engineer, prior to or during the period held-away-from-home-terminal time accrues, is called and released, such Engineer will receive compensation for the held time or the call and release, whichever the greater.

RULE 66: PERMITTED TO GO HOME ON LAYOVER DAY

Engineers on assigned runs, with layover day at other than home terminal, will, upon request, be permitted to go home when practicable.

RULE 67: REST

Eliminated by

Letter dated 06/28/1996:

With the adoption of the new "System Agreement - Extra (Undisturbed) Rest" Rule (Attachment (f) of the System Local Agreement) which was effective June 1, 1996, the following rules in the basic schedule of agreements are no longer applicable:

Rule 67 for the Territory Eastern District

Rule superseded by

SYSTEM AGREEMENT - EXTRA (UNDISTURBED) REST attachment (f) dated 02/28/1996

- 1) Engineers may take extra (undisturbed) rest under the following circumstances:
 - (a) When an Engineer's tour of duty (non-deadhead) has been for eight (8) or more hours; or
 - (b) When an Engineer's tours of duty (including deadheads) in the previous five (5) consecutive calendar days have resulted in no rest (off-duty) period of twelve (12) or more continuous hours.
- 2) Engineers taking extra (undisturbed) rest pursuant to (a) and (b) above may do so under the following conditions:
 - (a) If on duty for more than eight (8) hours, but less than twelve (12) hours, an Engineer may take eight (8) or ten (10) hours undisturbed rest.
 - (b) If on duty twelve (12) hours, an Engineer may take ten (10) or twelve (12) hours undisturbed rest.
 - (c) If there was not a twelve (12) or more hour rest period in the previous five (5) consecutive calendar days, an Engineer may take eight (8), ten (10) or twelve (12) hours undisturbed rest.

- (d) An Engineer taking extra (undisturbed) rest must so advise CMS at time of tie-up.
- (e) Engineers may not take extra (undisturbed) rest on the day before or the day of a holiday recognized under applicable Agreement provisions.

Engineers taking extra (undisturbed) rest shall not be contacted during such period.

- 3) Engineers will not be considered as unavailable for guarantee purposes for the first extra rest taken in each pay period. Engineers taking extra (undisturbed) rest will be considered unavailable for the second and successive extra (undisturbed) rest occurrences in each pay period if they would have been called had they not taken the extra (undisturbed) rest. In each such instance(s) the guarantee reduction for an extra board Engineer will be one (1) guarantee day, and for a guaranteed pool Engineer, one (1) round trip.

NOTE: The purpose of this Rule is to provide Engineers with the opportunity to obtain, when needed, rest so as to ensure they can safely perform their duties. This rule is not intended to be a mechanism to allow Engineers to only work certain shifts, avoid calls, or lay off. It is likewise not intended undisturbed rest be taken after every trip. The parties recognize the merit of this rule and will jointly work to eliminate any abuse of this rule.

Q-1. Will a regular assigned Engineer on a yard relief assignment be allowed to take extra (undisturbed) rest when such extra rest would result in the Engineer not working his/her next assignment?

A-1. No. It is not the intent of this rule to use extra (undisturbed) rest to avoid a regular assignment.

Q-2. May an Engineer take extra (undisturbed) rest under 1(b) if his/her last trip in the five (5) day period was a deadhead?

A-2. Yes. The intent of the rule is to provide an opportunity for extra rest when both work and deadhead have resulted in no rest period(s) of twelve (12) or more hours in the previous five (5) calendar days.

**Question 3 Modified by
MOA #1210159745 dated November 25, 1997**

Q-3 Is an Engineer removed from the extra board or pool when he/she takes extra rest at the home terminal?

A-3 No. The Engineers' pool/extra board position will continue to rotate and if the Engineer is not rested when the turn/extra board position becomes first-out, it will remain first-out until the Engineer is rested and available for service.

Q-4. What happens if an Engineer takes undisturbed rest at the away-from-home terminal?

A-4. If the Engineer is first-out and not rested for a call, the Engineer will remain first-out until rested.

Q-5. Must the Carrier hold a train for an employee requesting extra rest?

A-5. No.

Q-6. Under Section 2, must Engineers meet the requirements of both 1(a) and 1(b) to be eligible to take extra rest?

A-6. No, Engineers may request extra rest if they meet the requirements of either 1(a) or 1(b).

NOTE 1: 2003 Automatic Mark-up Agreement requires 10 hours undisturbed rest at home terminal **See Appendix K.**

NOTE 2: Rail Safety Improvement Act of 2008 requires a minimum of 10 hours of undisturbed rest at both the home and away-from-home terminals.

NOTE 3 Reference Letter of Understanding dated July 10, 2009 - **See Appendix K**

TIE – UPS

RULE 68: TIE-UPS

a) Road Crews Tied Up Between Terminals.

Engineers in road service will be considered-on duty and under trip pay until tied up as hereinafter provided, and are so notified and for what reason.

b) Federal Tie-Up

1. Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of 10 hours on duty under the federal law, or within 2 hours of the time limit provided by state law, if state laws govern.
2. If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law and their services will be paid for under existing schedules.
3. When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew; provided the longest period of rest required by any member of the crew, either 8 or 10 hours, to be the period of rest for the entire crew.
4. A continuous trip will cover a movement straightaway or turnaround from initial point to destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest a new trip will commence when the crew resumes duty.
5. Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from the tie-up point to terminal on the following basis: For 50 miles or less, or 4 hours or less, 50 miles pay; for more than 50 miles and up to 100 miles, or over 4 hours and up to 8 hours, 100 miles pay; over 100 miles, or over 8 hours, at schedule rates. It is understood that this does not permit running crews through terminals or around other crews at terminals.
6. Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboos will be paid therefore as per Paragraph (5) the same as if they had run the train to such terminal.

NOTE: Road crews tied up under the law at outlying points and deadheaded or towed into terminal before rest period is up will be paid on continuous time basis until terminal is reached.
7. If any service is required of an engine crew, or if held responsible for the engine during the tie-up under the law, they will be paid for all such service.
8. When engines are tied up where mechanical forces are not available, engine crews will be responsible for engines, and will be under pay until relieved by

another crew or engine watchman, or released by chief dispatcher or other proper authority. Crews are required to make diligent effort to procure relief, and to promptly notify train dispatcher or mechanical foreman when it is apparent trip cannot be completed within legal working period, so relief may be arranged.

c) **Company Tie-Up**

1. Engineers in freight service, tied up by the Company between district terminals, will be under road pay from time first required to report for duty to time tied up, less the initial time allowed, and time will again begin in 24 hours from time first required to report for duty on the first trip, and at the same hour on each succeeding day tied up; not less than a minimum day will be paid for to terminal or next tie-up point.
2. Engineers tied up or released from duty between terminals for less than 8 hours will be paid continuous time for the entire trip.
3. For the purpose of computing time allowances the federal tie-up rule will not apply to Engineers tied up in less than 10 hours after leaving a terminal; neither the federal nor the Company tie-up rules apply to Engineers tied up under Section (d) of this rule.
4. Engineers in pool freight or unassigned freight service tied up or released 8 hours or more at intermediate points under the Company tie up rule will be compensated as follows:

Time from arrival at tie-up point (on trip on which tied up) to time tied up, and actual time consumed in initial switching, will be added to the actual road time or mileage, and not less than 100 miles allowed for the combined service.

When overtime accrues, computed from time Engineers go under pay, the allowance for initial switching and final work or delay, or the overtime, whichever the greater, will be paid.

Example No. 1

Engineer goes under pay and on duty at A (tie-up point) at 7:00 a.m.; switches at A until 9:00 a.m.; runs A to B, 25 miles; switches at B, 1 hour; runs B to C (an intermediate point), 75 miles; arrives at C, 3:00 p.m.; switches 1 hour at C; tied up at C, 4:00 p.m.

Compensation -- 100 miles plus 2 hours initial switching at A and 1 hour final switching at C at pro rata rate.

Example No. 2

Engineer goes under pay at A (tie-up point) at 6:00 a. m.; goes on duty at A, 7:00 a. m.; switches at A, 3 hours; runs A to B to C (district terminal), 75 miles; arrives at C, 3:00 p.m.; relieved at C at 3:25 p.m.

Compensation -- 127 miles. Time computed on continuous time basis 6:00 a.m. to 3:25 p.m.; exceeds miles run plus initial switching at A and final terminal time at C.

Example No. 3

Engineer on duty at A (district terminal) at 11:00 a.m.; runs A to B, 68 miles; runs B to C (an intermediate point), 32 miles; arrives at C, 5:00 p.m.; switches at C until 6:30 p. m., and tied up at 6:35 p. m.

Compensation -- 100 miles plus 1 hour, 35 minutes terminal time at pro rata rate.

Example No. 4

Engineer on duty at A (district terminal) at 12:30 p.m.; runs A to B, 22 miles; B to C (an intermediate point), 28 miles, C to D, and return to C, 41 miles; arrives at C, 6:15 p.m.; switches and ties up at C at 8:30 p.m.

Compensation -- 91 miles plus 2 hours, 15 minutes terminal time at pro rata rate.

Section (c)(4) of this rule does not apply to work, wreck, construction, supply, snow plow, helper service or circus trains, or to crews tied up between terminals because of washouts, wrecks, storms, blizzards, etc.

d) Voluntary Tie-Up

Engineers en route over district, and tied of their own volition at intermediate points, will be allowed schedule mileage of the district for the whole service between terminals, with such overtime as may accrue after deducting the time tied up from the total time in service.

Modified by
AGREEMENT TO ESTABLISH ID SERVICE Part III paragraph d – See Appendix B

“Except in case of wrecks, floods, washouts and storms, Engineers manning interdivisional service 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. In the event of noncompliance with this Paragraph (d) the held Engineer will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to his same relative position on the board”

RULE 69: WHEN NOT HELD FOR REST

- a) When Engineers have a sufficient number of hours to work before being tied up under the law to run over the district on which the trip is to be made at a speed of 15 miles per hour, except 6 hours on the return portion of the double, Cheyenne to Laramie to Cheyenne, they will not be held for rest.
- b) When no crews are available under the law or under the provisions of Section (a) of this rule and the Company elects to use crews not having full off duty period of rest, no crew

will lose its turn, which shall have sufficient time to cover the district over which the trip is to be made at a speed of 20 miles per hour, computed on constructive mileage when constructive mileage applies.

RULE 70: ATTENDING COURT

Engineers attending court or other business (other than attending investigations) on behalf of the Company will be paid as follows, together with necessary expenses:

- a) Engineers in the established pool or on assigned runs will receive what they would have earned had they remained on assignment, and if used on layover days will receive a minimum day's pay.
- b) Extra Engineers will be allowed one basic day pay at the minimum freight rate applicable to the district to which assigned for each day held.
- c) If an Extra Engineer is held from a regular assignment, he will be entitled to what he would have earned on the assignment for such time, as he is eligible to hold it. In case the extra man could not hold a regular assignment during the full period of time he is on Company business, he would, therefore, be entitled to only a minimum day's pay at minimum freight rate applicable to the district to which assigned for the days on which he could not hold a regular assignment.
- d) Any fee or mileage accruing will be assigned to the railroad.

RULE 71: AUTOMATIC RELEASE

On arrival at terminals, Engineers are automatically released; and when used again a new day will commence, except as provided in Rules 4 and 22.

NOTE: Rule 4 is a passenger rule that is retained but not reproduced herein.

RULE 72: BACK UPS - INCLEMENT WEATHER

In inclement weather Engineers will not be required to backup, except in cases of doubling, break-in-two, wrecks, washouts, broken-down engine on passenger train, snow blockades, running for fuel or water, or when in work or construction service.

RULE 73: ENGINES DISABLED ENROUTE

When an engine in passenger, assigned freight, or pool freight service becomes disabled en route and another engine is substituted, the Engineer will remain with the train to which originally assigned.

RULE 74: WATER COOLERS

Water coolers are to be placed on all engines.

RULE 75: TIME LIMIT ON CLAIMS

Rule superseded by **SYSTEM AGREEMENT - CLAIM HANDLING PROCESS attachment (b) dated** **02/28/1996**

In an effort to provide a method for a condensed and more expedited process of handling time claims, it is agreed that all time claims after ratification of this Agreement shall be handled as follows:

- 1) All time claims must be presented in writing by or on behalf of the employee involved, to the officer of the Company authorized to receive same, within sixty (60) days of the date of the occurrence on which the claim is based.
- 2) Should any time claim be disallowed, the Carrier, within sixty (60) days from the date same was filed, must notify the employee or his representative in writing of the reason(s) for such disallowance.
- 3) If a disallowed claim is to be appealed on behalf of the employee, such appeal must be in writing within sixty (60) days from receipt of the notice of disallowance.
- 4) Within sixty (60) days of the date of the appeal, the highest Labor Relations Officer authorized to handle such claim must notify the employee's representative in writing of his/her decision to reject this appeal.
- 5) Within one-hundred eighty (180) days of the date of the rejection of the appeal, the BLE's highest designated officer to handle such claims must list this claim, in writing, for conference with Labor Relations.
- 6) Within sixty (60) days of the Time Claim Conference, Labor Relations must send a final rejection letter of such claim to the BLE's highest designated officer to handle such claim.
- 7) Within one-hundred-eighty (180) days of the date of the final rejection letter after conference, the highest BLE officer designated to handle such time claims must list the claim before a tribunal having jurisdiction pursuant to the law or agreement.
- 8) If either party fails to comply with a time limit contained in this agreement, the claim shall be allowed (if the carrier's failure) or withdrawn (if the organization's failure). Claims so disposed of shall not be considered as a precedent or a waiver of the contentions of either party as to other similar claims.
- 9) All rights of the Claimant involved in continuing alleged violations of the Agreement shall, under this rule, be fully protected by continuing to file a claim for each occurrence (or tour of duty).
- 10) This rule recognizes the right of the representatives of the Organization party hereto to file and prosecute claims for and on behalf of the employees, they represent.

NOTE 1: It is understood the time limits set forth in this Rule may be extended by mutual agreement of the parties.

NOTE 2: The use of the "in writing" in this Rule includes the use of electronic or computer-based delivery or transmission methods.

NOTE 3: The parties agree all claims submitted prior to the effective date this Rule will continue to be handled in accordance with applicable rules or procedures previously in effect. All claims submitted on or after the effective date of this Rule will be handled in accordance with this Rule.

Q1: What does the term "list the claim" in Section 7 mean?

A1: In "list(ing) the claim", the Organization must either docket the claim to a Public Law Board in accordance with applicable National Mediation Board rules and procedures or file an ex parte notice of intent with the First Division, NRAB.

Q2: Does this rule apply to claims under Labor Protective conditions?

A2: Yes, unless the labor protective conditions provide for different time limits or procedures.

RULE 76: SERVICE DATE

For the purpose of computing pay, any service takes date of commencement.

RULE 77: FRACTIONS OF MILES

In computing fractions of a mile, less than five-tenths will not be counted; five-tenths or more will be counted as one mile.

RULE 78: PAY VOUCHER ISSUED

Where there is a shortage exceeding \$25 a voucher will be issued to cover, upon request.

RULE 79: EXPENSES WHEN OFF DISTRICT

When Engineers are used off the district on which they hold rights, actual expenses incurred will be allowed in addition to other pay.

RULE 80: LEAVE OF ABSENCE

- a) Engineers will not be granted leave of absence for a longer period than 90 days, except in case of sickness, disability, committee work, or by permission of the General Manager.
- b) Leaves of absence of 90 days or more must be approved by both the General Manager and the General Chairman.

- c) Engineers on leave of absence, who fail, without reasonable excuse, to report for duty at the expiration thereof, will be considered out of the service and forfeit seniority.

Modified by
LOU #1807019555 – Rule 80 dated June 8, 1995

"With respect to Rule 80, it is understood that a request for Leave of Absence due to illness or injury will be granted by the Carrier. However the employee must recognize that whenever requested by the Carrier, he/she must furnish timely documentation from his/her physicians giving specifics and the expected duration of absence. If a dispute arises as to the timeliness or adequacy of documentation, the employee's seniority will not be terminated during the review period of the documentation. With respect to the review period for documentation, it is recognized this Understanding does not affect the right to pursue discipline proceedings for refusal to furnish documentation and/or in order to review the adequacy of documentation.

This Understanding with respect to Carrier's policy on absences due to illness or injury does not amend in any manner the provisions of Rule 80(c)

Modified by
Agreement dated 10/22/1999

Therefore, it is agreed:

"Rule 80 **Leave of Absence** is amended to include; "Engineers appointed to supervisory positions (including yardmaster positions) with the Union Pacific Railroad will be required to request a leave of absence, the duration of which will be the length of time that Locomotive Engineer is protecting service as a yardmaster. Engineers in this status shall retain and continue to accumulate seniority on their respective seniority district."

The remaining conditions of Rule 80 will continue in effect and be unchanged by this amendment.

RULE 81: SERVICE LETTER

Engineers who have been in the service 30 days or more and who leave the service will, upon request, be promptly furnished a service letter stating time and character of service, which they must sign.

RULE 82: DISCIPLINE - PROCEDURE

Rule Superseded by
System Agreement attachment (a) dated 02/28/1996

SYSTEM AGREEMENT - DISCIPLINE RULE

- 1) All existing agreements pertaining to the handling of discipline are eliminated and replaced by this agreement.

GENERAL

- 2) Locomotive Engineers will not be disciplined without first being given a fair and impartial investigation except as provided below. They may, however, be held out of service pending investigation, but it is not intended that an Engineer be held out of service for minor offenses.

NOTICE

- 3) Within 10 days of the time, the appropriate company officer knew or should have known of an alleged offense, the Engineer will be given written notice of the specific charges against him or her. The notice will state the time and place of the investigation and will be furnished sufficiently in advance to allow the Engineer the opportunity to arrange for representation by a BLE representative(s) (the BLE Local Chairman or other elected BLE Officers) and witnesses. The notice will propose discipline to be assessed if investigation is waived and designate a carrier officer who may be contacted for the purpose of arranging for an informal conference on the matter. A copy of the notice will be furnished to the BLE Local Chairman.

WAIVER

- 4) Prior to the investigation, the Engineer (and the BLE representative if desired by the Engineer) may contact the designated carrier officer and arrange for an informal conference to discuss the alleged offense and proposed discipline. Such informal conference may be either in person or by telephone.
 - a) If such informal conference results in the proposed discipline being dropped, no further action will be taken.
 - b) If such informal conference results in proposed discipline being accepted by the Engineer and the investigation being waived, the Engineer's record will be updated accordingly.
 - c) If such informal conference does not result in either (a) or (b) above or no informal conference takes place, the discipline imposed as a result of a hearing may not exceed that proposed in the notice of charges.

INVESTIGATION

- 5) Unless postponed for good cause, the investigation will be held no later than 10 days after the date of the notice.
- 6) When practicable, the investigation will be held at the Engineer's home terminal. When that is not practicable, the investigation will be held at a location, which will minimize the travel, inconvenience and loss of time for all employees involved. When an Engineer is required to travel to an investigation at other than his or her home terminal, the Engineer will be reimbursed for actual, reasonable and necessary expenses incurred.
- 7) Where request is made sufficiently in advance and it is practicable, the Engineer and/or the BLE representative will be allowed to examine material or exhibits to

be presented in evidence prior to the investigation. At the investigation, the Engineer and/or the BLE representative will be afforded the opportunity to examine or cross examine all witnesses. Such examination will extend to all matters under investigation.

- 8) The investigation will be recorded and transcribed. Copies of transcript will be furnished to the Engineer and the BLE Local Chairman no later than the date discipline is issued. If the accuracy of the transcript is questioned and the investigation was electronically recorded, the tapes shall be examined and, if necessary, the transcript will be corrected.

DECISION

- 9) A written decision will be issued no later than 10 days after completion of the hearing. The notice will be sent by US Mail to the last known address of the Engineer and to the BLE Local Chairman.
- 10) If the Superintendent fails to issue a decision within such 10 day time limit or if the Engineer is found not at fault, the Engineer will be paid for any time lost and the Engineer's record will be cleared of the discipline at issue.

APPEALS

- 11) If the Engineer is not satisfied with the decision, the BLE General Chairman may appeal to the designated Labor Relations officer within 60 days from the date of the Superintendent's decision.
- 12) The Labor Relations officer will respond to the appeal within 60 days from the date of the BLE General Chairman's appeal. If the Labor Relations officer fails to respond within 60 days, the Engineer will be paid for any time lost and the Engineer's record will be cleared of the discipline at issue.
- 13) If the Engineer is dissatisfied with the decision of Labor Relations, proceedings for final disposition of the case under the Railway Labor Act must be instituted by the Engineer or his or her duly authorized representative within one year of the date of that decision or the case will be considered closed and the discipline will stand as issued, unless the time limit is extended by mutual agreement.

MISCELLANEOUS

- 14) If a dispute arises concerning the timeliness of a notice or decision, the postmark on the envelope containing such document shall be deemed to be the date of such notice of decision.
- 15) Engineers attending an investigation, as witnesses at the direction of the carrier will be compensated for all time lost and, in addition, will be reimbursed for actual, reasonable and necessary expenses incurred. When no time is lost, witnesses will be paid for actual time attending the investigation with a minimum of two hours, to be paid at the rate of the last service performed.
- 16) The Engineer being investigated or the BLE representative may request the Carrier to direct a witness to attend an investigation, provided sufficient advance

notice is given as well as a description of the testimony the witness would be expected to provide. If the Carrier declines to call the witness and the witness attends at the request of the Engineer or BLE and provides relevant testimony, which would not otherwise have been in the record, the carrier will compensate the witness as if it had directed the witness to attend.

- 17) If, by operation of this agreement or as the result of an arbitration decision, the Carrier is required to pay an Engineer who has been disciplined for "time lost", the amount due shall be based on the average daily earnings of the Engineer for the 12 month period (beginning with the first full month) prior to removal from service. The sum of the claimant's earnings during such period shall be divided by 365 to arrive at the average daily earnings to be applied in determining the amount of lost wages, based on the number of days of discipline.

NOTE: Section 1: This agreement is not intended to modify or replace "By-Pass" or "Companion" Agreements.

This agreement is not intended to modify or replace Carrier policies pertaining to discipline; except that to the extent this agreement may conflict with a Carrier policy, this agreement shall govern.

NOTE: Section 17: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any months in which the employee experienced unusually low earnings due to circumstances beyond his/her control, such as personal injury, documented major illness, of the employee or a family member, etc. It is not the intent of this NOTE, however, to exclude those months in which the employee lays off on his/her own accord. It is intended the twelve (12) month period utilized will reflect the Engineer's normal work habits and history.

Example:

An Engineer was dismissed in October for an alleged rules violation. Pursuant to an arbitration award, the Engineer is reinstated and awarded time lost (back pay). Six months prior to his/her dismissal, said Engineer was off-duty (medical leave) for two (2) months (March and April) due to a major illness, such as a heart attack.

Calculation of the employee's average daily earnings for the preceding twelve (12) months will commence with September and will incorporate the prior fourteen (14) months; including September, (March and April are excluded due to the employee having no earnings in those months due to the medical condition).

Agreed to Questions and Answers
to
UP/BLE Local Agreements June 1, 1996

- Q. Under Section 11, if the General Chairman does not appeal a case to Labor Relations within 60 days, has that case expired under the time limits?
- A. Yes, unless the parties have agreed to an extension of the time limit.
- Q. May either party request that a discipline case be discussed in conference between the General Chairman and the Labor Relations Officer?
- A. Yes, if such a conference is requested, it will be held during the one-year period set forth in Section 13 of the Agreement but will not extend such one-year period.

SENIORITY RIGHTS

RULE 83: RIGHTS

- a) Rights. Rights to runs will be governed by seniority, other things being equal.

Modified by 1986 Arbitrated National Agreement Article XI

The seniority of any employee whose seniority in engine or train service is established on or after November 1, 1985 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

- b) District Rights. Engineers will be confined to districts where rights are located.

RULE 84: TRANSFERRING

- a) Engineers temporarily transferred will have the privilege of returning to their respective districts before other men are employed or promoted on such districts. If permanent transfer is desired, they must so decide within 3 months, and in that case will rank as new men with date carrying any portion of last 90 days continuous service.
- b) Engineers on different seniority districts may exchange positions with the approval of the General Chairman and Director of Labor Relations, and where transfer is made, the employees will each take the seniority date of the junior employee making the change.

RULE 85: TERRITORIAL RIGHTS

When established runs are so changed as to cause Engineers to run over more than one district or part thereof, runs and vacancies thereon shall be filled in such service by Engineers of such districts in proportion to the mileage of each district over which the run or runs extend; provided, that in case either district furnished less than 75% or more than 25% of the mileage on the run, and only two Engineers are assigned, each district will furnish one. The district with the major portion of mileage will furnish the assigned Engineer. The district with the least mileage will provide the Engineer to cover vacancies.

RULE 86: RIGHTS ON ACQUIRED OR LEASED ROADS

Rule eliminated by Agreement #1810019501 dated September 29, 1995

As the record will reflect, as far back as 1951 Rule 86 of the current Agreement has not applied to mergers and/or acquisitions of the Union Pacific. The original purpose of Rule 86 has no application to the railroad industry as of today and therefore, it is agreed that this Rule should be eliminated from its current Schedule of Agreement.

ACCORDINGLY, effective October 1, 1995, Rule 86 of the Schedule of Agreement is eliminated in its entirety.

RULE 87: SENIORITY ROSTERS

- a) Seniority rosters showing name and seniority date will be maintained for each seniority district.

Seniority rosters will be brought up to date and posted annually at a place accessible to all employees affected, and copy furnished Local and General Chairmen. General Chairman will be advised monthly of names of employees added to or removed from rosters between posting periods and, in case of employees removed, will be advised cause.

- b) Seniority rosters will, prior to posting, be officially approved by the General Chairman and the Director of Labor Relations.

RULE 88: SENIORITY DISTRICTS

Engineers will hold seniority rights on the district on which employed, as follows:

- a) First District. Council Bluffs to Grand Island and branches north to Columbus and Grand Island, including yard at Grand Island.
- b) Second District. Grand Island to North Platte and branches north of Kearney and south of Gibbon.
- c) Third District. North Platte to Sidney North Platte to Sterling, and North Platte to Gering, including yards at North Platte and Sidney.

Agreement Division of Territory Between Third - Fourth Districts.

- 1) Gering will be the main line district terminal for the purpose of computing compensation of Engineers, and all present effective schedule rules applicable to such terminals will be effective at Gering.
- 2) Engineers holding rights on the Third District: will man and operate all passenger service between North Platte and Gering.
- 3) Engineers holding rights on the Fourth District will man and operate all passenger service between Gering and Cheyenne via Yoder.
- 4) Engineers holding rights upon the Third District will man and operate all freight service between North Platte and Gering, including Gering.
- 5) Engineers holding rights upon the Fourth District will man and operate through, local, and unassigned freight service between Cheyenne and Gering.
- 6) Engineers holding rights upon the Third District will man and operate all through, local, assigned and unassigned freight service from Gering to South Torrington, including Yoder, except as provided for in Paragraphs (5) and (7).

- 7) Engineers holding rights upon the Fourth District may man and operate unassigned freight service between Egbert and South Torrington, or to any intermediate point.
 - 8) Engineers holding rights on the Fourth District will man and operate all freight service between Egbert and Yoder, except as noted in Paragraph (9).
 - 9) Enginemen holding rights on Third District will man and operate beet and switching service between Yoder and LaGrange.
- d) Fourth District. Sidney to Cheyenne, including yard at Cheyenne.
 - e) Fifth District. Cheyenne to Rawlins and branches between these points, including yard at Laramie and percentage on Denver-Laramie passenger and freight runs. This percentage gives Fifth District runs 2, 5, 8, 11, 14 and so on, passenger runs to be counted first.
 - f) Sixth District. Rawlins to Green River and branches between these points, including yard at Rawlins.
- NOTE:** This does not limit the territory of the Twelfth Seniority District as defined in **Appendix H** of this agreement.
- g) Seventh District. Green River to Ogden and branches between these points.
- NOTE:** This does not limit the territory of the Twelfth Seniority District as defined in **Appendix H** of this agreement.
- h) Eighth District. Kansas City to Junction City, Topeka to Marysville, and including yards at Kansas City and Topeka.(Eliminated by 1998 Kansas City Hub Agreement)
 - i) Ninth District. Junction City to Ellis, Salina to McPherson, Solomon to Beloit, and Salina to Plainville, including yards at Junction City and Ellis.(Modified by 1997 Salina Hub Agreement)
 - j) Tenth District. (Includes former Tenth and Eleventh Districts.) Ellis to Hugo and Oakley to Plainville.(Modified by 1997 Salina Hub Agreement)
 - k) Twelfth District M.P. 775.5 to and including West Switch, Granger, and all yards and branches within this territory.
- NOTE:** See **Appendix H** for agreement establishing the Twelfth Seniority District
- l) Fourteenth District. Denver to Sterling, Denver to Hugo, Denver to Cheyenne, and Boulder, Fort Collins, Greeley, Pleasant Valley Branches including yards at Denver. Sterling, and Hugo, and percentage on Denver-Laramie passenger and freight runs. This percentage gives the Fourteenth District runs 1, 3, 4, 6, 7, 9, etc., passenger runs to be counted first. (Modified by 1997 Denver Hub Agreement)

- m) Fifteenth District. Valley to Bestwall, Valparaiso to Central City, and branch trains between Valley and Council Bluffs, including yard at Beatrice. Marysville and Valley will be district terminals for Fifteenth District crew, except on branch trains destined Council Bluffs or on branch trains from Council Bluffs destined to points south of Valley, including Beatrice.
- n) Eighteenth District. St. Joseph to Grand Island including yards at Marysville and Hastings.

NOTE: See **Appendix H** for agreements that apply to separate seniority districts and **Appendix I** for agreements that apply to hubs

RULE 89: APPLICATIONS

Superseded by October 31, 1985 UTU National Agreement

Retained but not reproduced herein.

RULE 90: OFFICIAL POSITION

An Engineer accepting official position representing the Company or its engine service employees will retain his seniority rights.

RULE 91: LEAVING SERVICE

Engineers leaving the service on their own accord will forfeit all seniority rights and, if they re-enter the service after one year will rank as new employees. The one-year limit will not apply to a case pending in the hands of the regularly constituted committee.

EXERCISE OF SENIORITY

RULE 92: BULLETINS

- a) Runs will be promptly bulletined for a period of 4 days (96 hours), computed from 12:00 noon on date bulletin is posted at home terminal, as soon as created or become vacant. At the end of the bulletin period the senior Engineer signing the bulletin will be assigned. Bulletins will be posted at designated tie-up points on the seniority district.
- b) When a run has been bulletined for 4 days and no applications are made therefore, the junior Engineer of the district will be assigned, and in case there is more than one forced job, the senior man involved will have his choice. At outlying points temporary vacancies will be filled for 7 days by the Extra Engineer standing first-out on the extra list, and at the expiration of that period he will be relieved by the Extra Engineer standing first-out on the extra list at that time who will likewise fill the vacancy for 7 days. If the outlying assignment is bulletined for 6 days a week the Extra Engineer filling such assignment will be released there from at the expiration of the shift prior to the scheduled off day of the assignment.

Modified by

Memorandum of Agreement #1810019405 dated November 9, 1994

Section 1:

- a.) Except for newly established yard engine assignments, locals and/or work trains, all other Engineer vacancies that are created or become vacant shall be filled immediately by the senior Engineer with application on file with Carrier's Crew Management Office (CMS).
- b.) Newly established yard engine assignments, locals and/or work trains will first be advertised for a period of not less than ninety-six (96) hours before assignments are made to the senior Engineer with application on file.

Section 2:

Engineers submitting applications should include all of the following necessary information if applicable concerning the position for which application is being made:

- a.) Terminal of assignment
- b.) Specific CMS Board or Pool ID
- c.) CMS Pool Turn ID:
 - i. new
 - ii. specific
- d.) CMS ID for local/ yard engine/ work train

Section 3:

- a.) Once an application is honored and the Engineer is assigned, such application of the employee will be removed from the system. If an employee wishes other positions after an assignment is made, he/she must re-submit their application with CMS. All applications are kept on file until either the application is honored or is removed by the employee. Once an assignment is made pursuant to applicant, that assignment will not be rescinded.
- b.) When an Engineer is reduced in force to other than an Engineer, or who is furloughed, the Engineer's application on file will be removed.

Section 4:

If a position cannot be filled by application under this agreement, the senior demoted Engineer will be assigned. If there are no demoted Engineers available, the junior Engineer on the district will be assigned or the Carrier may reduce the extra board and fill the vacancy through the normal displacement procedures.

Section 5:

All assignments made under this Agreement will be effective 12:01 p.m., at the prevailing local time.

Section 6:

In applying this Agreement with respect to yard service, it is agreed that when a regularly assigned Yard Engineer is assigned to another yard assignment, such Engineer will be permitted to work his/her former assignment on the day on which assigned to the new assignment, provided the Engineer can assume his/her new assignment fully rested and not acquire any additional days' compensation.

Section 7:

It is clearly understood that Carrier will not be penalized in any way in the application of this agreement

**Modified by
Modification of Rule 92(b) dated March 27, 1985**

When an extra board Engineer is protecting an outlying assignment and is assigned as senior applicant to another assignment, such extra board Engineer will be relieved from the outlying assignment as soon as another extra board Engineer is available on the extra board to relieve on the outlying assignment. If no extra board Engineer is available, the Extra Engineer protecting the outlying assignment will remain on the outlying assignment until an extra board Engineer is available or as outlined in Schedule Rule 92(b).

This Agreement will have no affect on the current method of payment of deadhead.

It is agreed this Agreement will be applied uniformly on all districts on the Eastern District."

Example:

An assignment is bulletined to work daily except Sunday. The Extra Engineer filling the assignment will be released there from when he finishes the Saturday shift or tour to return to terminal where he will be placed at the foot of the extra board.

In the event there is an annulment during the week which is not a part of the bulletined assignment (6 or 7 day) in service other than that for which a guarantee is provided, as per schedule Rules 23(d), 24(f), 25(f), and 50, the Extra Engineer filling such assignment will be released there from at the expiration of the shift prior to such annulment.

Example:

When a holiday occurs on Thursday, a normal work day of a 6 or 7 day assignment, other than service for which a guarantee is provided, the Extra Engineer filling the assignment will be released there from at the expiration of tour of duty Wednesday, if it is known at that time that the assignment will not work on the holiday. The Extra Engineer released will return to terminal where he will be placed at the foot of the extra board.

An Extra Engineer will not be required to perform service on the same outlying temporary assignment on two consecutive occasions if there are other Extra Engineers available. If an Extra Engineer is first-out for such temporary vacancy and he was the last Engineer to fill the assignment and has not in the meantime performed service, he will not be required to return thereto if there are other Extra Engineers available, unless he so desires. If he does not desire to return to the outlying vacancy, the next-out Extra Engineer will be called for the vacancy, in which case the first-out Extra Engineer will not be considered as having been run around.

The above arrangement for handling will continue until the regular Engineer returns to work or until the vacancy is filled by the Engineer drawing same by bulletin.

The first Engineer will be paid for deadheading to fill the vacancy and the last Engineer for deadheading from the vacancy, except when such deadheading is necessary account application of mileage regulation rules.

It is understood the Company will not be penalized in any way in the application of Section (b) of this rule.

This Section (b) will not affect the application of Rule 51(a).

- c) Engineers desiring change to vacancy caused by a bulletin will so indicate in space provided on bulletin and will be given opportunity for change in accordance with their seniority.
- d) Engineers not having access to bulletin will be considered as having signed same if written application is filled with proper officials of the Company before expiration of the bulletin.

- e) During the period of the bulletin for new or vacant passenger service, the senior freight Engineer of the district will be placed on the run upon written application, except where extra passenger board is maintained.

Modified by

LOU #181219945 dated January 6, 1995:

- f) An Engineer absent from service when a new yard job, new local, new work train or new traveling switcher is assigned by application will be permitted to displace a junior Engineer assigned to the vacancy in question. This right of displacement does not apply to new pool turns."

This letter of Understanding with respect to Rule 92(f) will apply in full force unless MOA # 1810019405 which provides for the application process is cancelled. In that event, Rule 92(f) as set forth in Basic Agreement will thereafter apply.

NOTE: Original paragraph (f) reads: An Engineer absent during entire period of bulletin will, upon his return to service, be permitted to displace a junior Engineer from assignment bulletined during his absence, subject to provisions of Rule 97 (Run Discontinued).

RULE 93: VACANCIES

- a) Vacancies occurring as a result of Engineers resigning, retiring, being dismissed from the service, or being off the run to which assigned for a period longer than 15 days, will be bulletined.

NOTE: Vacancies covered by this rule which result from authorized leaves of absence longer than 15 days must be bulletined at the commencement of the leave of absence.

Modified by

MODIFICATION OF BLE RULE 93(a) - dated - October 29, 1984

When the BLE local chairman furnishes advice to CMS that a job or turn should be bulletined or filled by application as a result of an Engineer securing a leave of absence, such advice from the local chairman will determine the commencement of the leave.

No claims will be progressed as a result of this interpretation.

If CMS is not advised to the contrary by the appropriate local chairman, the job or turn will be bulletined (or filled by application) after the 15th day per Rule 93(a)."

- b) **Extra Engineers.**

At points where extra lists are maintained, Extra Engineers will run first-in, first-out in filling vacancies except as provided in Rules 12, 13, and 100.

NOTE: Rules 12 and 13 pertain to passenger service and are retained but not reproduced herein.

c) **Extra Engineers Laying Off Or Missing A Call At Home Terminal.**

Modified by
Guaranteed Extra Board Agreement July 1, 1996

- 1) **OPERATION** At the Carrier's discretion guaranteed extra boards may be established, upon thirty (30) days' written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s) same may be suspended upon thirty (30) days' written notice to the General Chairman.

The Engineers' guaranteed extra board will operate on a rotary basis. Any Engineer displacing on or marking up for service will be placed at the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at bottom of the extra board per tie-up time. If more than one tie-up at the same time, previous board standing will govern.

NOTE: Sections 2 and 3 of 1996 GEB Agreement do not modify this Rule 93 and are not reproduced herein.

- 4) **LAYING OFF OTHER THAN ON CALL (AT HOME TERMINAL)** An Extra Engineer laying off for any reason and at any time other than on call will not be permitted to mark-up for twelve (12) hours from the time he/she laid off. He/she must mark-up to resume service.
- 5) **LAYING OFF (ON CALL) AT HOME TERMINAL** An Extra Engineer laying off on call will be held in (i.e., will not be permitted to mark-up) until the tie-up of the respondent or twelve (12) hours from the time of the lay-off, whichever is later, and must mark-up to resume duty. It is understood that this provision does not estop the Carrier from administering such discipline, as it deems proper for a missed call.

.... Reference Interpretation of Article VII 2003 BLET National Agreement – Automatic Mark-Up - dated January 05, 2005

- I. Engineers will be automatically marked up for service upon expiration of any period of time off (absence) authorized/approved by UP, regardless of whether the time off is compensated or non-compensated.
- II. Engineers marked up for service pursuant to this interpretation will be governed by the following:
- A. Engineers, except those assigned in pool (unassigned) freight service or to a road or combination extra board, will be automatically marked up and available for service upon expiration of the approved/authorized duration of their absences.
- B. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are less than 72 hours will be automatically marked up and available for service upon expiration of the approved/authorized duration of their absences.

C. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are 72 hours or greater and expire between 8:00 a.m. and 10:30 p.m. will be automatically marked up for service and available for service upon expiration of their approved/authorized absence.

D.

1. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are 72 hours or greater and expire between 10:31 p.m. and 7:59 a.m. will be automatically marked up upon expiration of their approved/authorized absences but will not be eligible or called for an assignment that starts prior to 7:59 a.m. Engineers covered by this Paragraph D will be available for service for an assignment starting subsequent to 7:59 a.m. – i.e., marked-up Engineers can be called prior to 8:00 a.m. for an assignment that starts subsequent to 7:59 a.m.

2. The freight pool turn or extra board position occupied by an Engineer covered by this Paragraph D will continue to rotate within the pool or extra board during the period he/she is unavailable for service pursuant to Paragraph D except that if his/her pool turn or extra board position reaches the first-out position before he or she is available for service the Engineer's pool turn or extra board position will be held in the first-out position until he/she is available for service or call.

E

1.

a. The time between when an Engineer marks up for service and the time when said Engineer is available for service pursuant to Paragraph D, above, will not be considered as "unavailable" or "absence time" for purposes of determining applicable guarantee benefits due said Engineer, if any, and will not be used to offset any applicable guarantee payments.

b. In determining the number of layoff occurrences an Engineer makes during a payroll period, a continuous period of unavailability for call for the same reason (status code) shall count as only one occurrence regardless of the number of timely requests (requests made before expiration of the previously approved time off) that are made by the Engineer for extension of the time off.

6. **MISSING CALL (AT HOME TERMINAL)** An Extra Engineer missing call will be automatically marked to the bottom of the extra board at the time of such miss call.

7. **MISSED CALL (AT FAR TERMINAL)** For guarantee purposes, an Extra Engineer missing a call or laying off at the far terminal will be treated the same as an Extra Engineer laying off on call at the home terminal and will not be returned to the extra board until tie-up of the assignment he/she missed call for.

8. **OUTLYING VACANCY** An Extra Engineer who misses a call, lays off on call or ties-up for extra rest when he/she stood for an outlying vacancy will, upon reporting for service, be required to relieve the Engineer who accepted the call if he/she is still occupying the outlying vacancy. His/her guarantee will be reduced by the amount he/she would have earned with a minimum of one guarantee day for each day laid off.

NOTE: See Absence for Union Business Agreement dated 09/26/1994 in reference to handling of union officer who is required to lay for Organization work while working on the Engineers extra board.

9. **EXTRA ENGINEERS MARKING UP.**

Extra board Engineers deadheading back to the extra board from an outlying point will be marked on the extra board at the time the engine dispatcher is notified of their arrival. Notification may be made by telephone, provided the Extra Engineer has completed the deadhead and is actually at his regular calling place.

When two or more Extra Engineers register at the same time they will be marked up on the extra board in the order called for the outlying jobs.

An extra board Engineer released at an outlying point to return to the extra board point must mark up on the extra board within one hour of the arrival of the first available train on which he could have deadheaded or within eight hours after released at the outlying point - whichever is later.

RULE 94: NEW SERVICE

Following constitutes new service and will be bulletined:

1. Passenger service added by timetable, supplement to timetable, or bulletin.
2. Local freight service established by timetable or bulletin.
3. Additional helper service established for four consecutive trips or shifts.
4. Work, wreck, or additional yard engines for four days.

NOTE: See Rule 92 (Bulletins) for additions to existing pools or extra boards.

Modified by
Modification of Rule 94 dated August 25, 1981

The following will constitute new service in yard service and will be bulletined. This is in addition to the provision contained in Rule 94.

1. The yard assignment is changed one hour or more.
2. The start location of the yard assignment is changed.
3. The assigned rest days of the yard assignment are changed.

RULE 95: NEW TIME CARD

Retained but not reproduced herein.

RULE 96: REFUSING RUN VACANT

Retained but not reproduced herein.

RULE 97: RUN DISCONTINUED

- a) An Engineer losing his run by reason of it being discontinued or being taken by a senior Engineer shall be entitled to take any run on his seniority district held by a junior Engineer, provided that if there is more than one junior Engineer on the run he chooses and no district preference of runs or layover days, he shall displace the junior Engineer, and shall make application for run of his choice within 4 days.

Modified by

MEMORANDUM OF AGREEMENT #1810019483 dated September 26, 1994

- 1) Engineers will be permitted to make application to be reduced in force from their regular assignment, either a pool freight turn or an extra board position.
- 2) When in the normal course of business, a reduction of force is required on an extra board or in pool freight service; the senior Engineer with application on file will be reduced. If no applications are on file, the junior employee on the extra board or in pool freight service will be reduced in conformity with Rule 97(a).
- 3) Applications from employees for reductions in force will not be accepted if such applications have not been on file with Carrier's Crew Management Office (CMS) at least seventy-two (72) hours in advance.
- 4) An Engineer reduced in force under request by application must exercise seniority to another position within twenty-four (24) hours. Junior Engineers involved in the chain of displacement(s) will exercise their seniority in accordance with Rule 97(a).
- 5) Engineers voluntarily reduced from the extra board under the application process will be permitted to place anywhere in the freight pool. At that time, the junior Engineer will be removed from the freight pool and will exercise seniority in accordance with 97(a).
- 6) Engineers voluntarily reduced in force under the application process from pool freight service will not be permitted to displace a junior Engineer in the same pool freight operation but will be permitted to displace into another pool if applicable.

The above six (6) provisions are intended to simplify and standardize the past methods of voluntary reductions in force and will become effective July 1, 1994.

- b) An Engineer who fails to exercise his seniority within 4 days, as provided in Section (a) of this rule, will be placed by the regularly constituted committee

- c) When an assigned run is temporarily discontinued for a period of more than 48 hours from scheduled starting time, the Engineer on such assignment will be permitted to exercise seniority. When assignment is re-established, it will be re-bulletined.
- d) When the carrier has definite knowledge that an assignment will not operate for at least 48 hours, it will be abolished as soon as that information is available.

NOTE: Per Agreement #1807279456 dated 09/26/1994 Rules 97(c) and (d) will not apply to all assigned local freight service (other than Zone Locals)

Modified by 1996 National Agreement Article X

Section 1

- (a) Where agreements that provide for the exercise of displacement rights within a shorter time period are not in effect, existing rules are amended to provide that an employee who has a displacement right on any position (including extra boards) within a terminal or within 30 miles of such employee's current reporting point, whichever is greater, must, from the time of proper notification under the applicable agreement or practice, exercise that displacement right within forty-eight (48) hours.
- (b) Failure of an employee to exercise displacement rights, as provided in (a) above, will result in said employee being assigned to the applicable extra board, seniority permitting. (The applicable extra board is the extra board protecting the assignment from which displaced.)

RULE 98. CHANGING ASSIGNMENTS:

Superseded by January 20, 1986 Modification of Rule 98 and subsequent agreements

NOTE: First District governed by Agreement no. 1209120618,
Second and Third Districts governed by Agreement no. 1209021018
--see **Appendix K**

Section 1. It is agreed in the application of Schedule Rule 98; the following will apply:

Modified as follows by "Changing Pool Turns" agreements various dates.

1. Engineers assigned to a pool freight turn will be permitted to change to another turn in the same pool on April 15 and October 15 each year, rather than on July 15 as is currently done.
 2. Engineers desiring to change assignments under Paragraph 1 must serve at least 96 hours written notice, to CMS and the Local Chairman (BLE), prior to April 15 or October 15.
1. A list of all assignments will be sent to the respective Local Chairman of each district seven (7) days prior to the 15th day of January, April, July and October of each year.

2. Applications will be accepted by the Local Chairmen until cut-off time designated by the Local Committee.
3. The Local Chairman of each district will advise Crew Management System of the changes in those assignments 12 hours prior to the 15th day of January, April, July and October of each year. Failure of the Local Chairman to notify Crew Management System of changes will result in no changes being made until the next quarterly period.

Section 2. The four dates referred to in Section 1, above, specifically "the 15th day of January, April, July and October" may be changed upon mutual verbal agreement between Local Chairman of a district and the appropriate Carrier Officer in order to stagger the changes required by the various districts.

Section 3. Assignments made under this agreement will be effective at 12:01 A.M. on the agreed-upon dates referred to in Section 2, above.

Section 4. A Local Chairman or his designated representative will be allowed not less than he would have received on his assignment when required to lose time while making assignments provided for in this rule. This allowance will be limited to one trip or tour of duty.

Section 5. If other agreements are in conflict with this agreement, then the provisions of this agreement will apply.

RULE 99: ENGINEER LOSING RUN

Retained but not reproduced herein.

RULE 100: PILOT SERVICE

- a) When an Engineer pilot is used on a passenger train, first-out available pool freight Engineer will be used, and when required on a freight train, extra board freight Engineer will be used.
- b) Pilot Engineers furnished other lines will be paid the rates of pay-shown in Rule 2(a).

Modified by

Modification of BLE Rule 100 ASSIGNED PILOT SERVICE FOR AMTRAK PASSENGER TRAINS dated June 1, 1991

When it becomes necessary to provide pilot service for AMTRAK passenger trains for extended periods of time the Carrier shall have the right to establish regular assigned Engineer Pilots for these trains under the following provisions:

1. Bulletins for these assignments will include the normal contemplated train schedules of the AMTRAK trains and will show days off with probable length of layovers at the away from home terminals.

The standard bulletin/bidding management for each seniority district will prevail for these Pilot assignments.

2. Engineers assigned to this service will pilot the AMTRAK passenger trains in round trip sequences, laying over when necessary at the normal district terminals.

Deadheading will not be part of the normal round trip Pilot's assignments, but will be permitted only if unforeseen circumstances of the service require such action. This is not intended to restrict the right of the Carrier to use an Engineer Pilot on a continuous tour of duty or aggregate the Engineer's Hours of Service time to double the road, if the train schedules permit.

3. Engineer Pilots assigned to this service will be allowed standard freight rates of pay, without a fireman, for each tour of duty.
4. For purposes of scheduling these assignments, and other considerations, the freight service mileage regulations will apply to this service assignment.
5. Vacancies on these AMTRAK Pilot assignments will be filled by the normal protecting extra boards. The usual vacancy procedure for regular assignments will be utilized on each seniority district.
6. Except as otherwise noted in this agreement the basic Eastern District Interdivisional conditions will apply to AMTRAK Engineer Pilot assignments that actually operate in established ID service territory.
7. The Carrier will not be subject to any penalties as a result of conflicting with other rules in the application of this agreement.

RULE 101: LAYING OFF-DEADHEADING

When an Engineer resumes service after laying off, he will be permitted to deadhead to the point where his assignment ties up and take his assignment at the end of the shift or trip, provided 60 hours have elapsed since his assignment was last brought on duty at home terminal. The Company will not be penalized in the application of this rule.

SENIORITY DATE-PROTECTION

RULE 102: FIREMEN-SENIORITY DATE-PROMOTION

- a) Firemen shall rank on the firemen's roster from the date of their first service as fireman when called for such service, after having qualified.
- b) Firemen shall be promoted to Engineers as provided in the Company training program, and shall be accorded a seniority date of Engineer as of the date they successfully complete the training program.

RULE 103: SENIORITY DATE ESTABLISHED

Retained but not reproduced herein.

RULE 104: POSTING SENIORITY RANK

Retained but not reproduced herein.

RULE 105: DEMOTED ENGINEERS

- a) No demoted Engineer will be permitted to hold a run as a fireman on the seniority district while a junior Engineer is working on the Engineers' extra list or holding a regular assignment on such seniority district.

NOTE: For First and Third District Self-Demote Agreements **See Appendix K**

- b) Qualification--Types Of Locomotives.

An Engineer who is not qualified for a particular type of locomotive or train or the operation thereof will, nevertheless, be called in his turn, except as provided by Rule 13(a), and will be accompanied by the Manager of Operating Practices ~~Road Foreman of Engines~~ if available, or a qualified Engineer selected by the Company.

An unqualified regular or Extra Engineer not called in his turn at home terminal in accordance with this section will be paid what he would have received for the service trip and will be placed at the foot of the board when the Engineer who was used on the trip returns to the home terminal. If an unqualified Engineer is not called in turn at far terminal he will be allowed 100 miles and stand first out.

The Engineer selected by the Company as instructor will be allowed the compensation received by the Engineer he is instructing, but will receive not less than he would have earned had he continued working on his regular assignment. When used off the district to which he is assigned, actual expense incurred will be allowed.

The preceding paragraph does not preclude the carrier from establishing Field Peer Trainers to perform this type of training pursuant to the 1996 BLE System Peer Trainer Agreement as modified in 2008 on this property. **See Appendix G**

The Engineer instructor may be selected without regard to seniority or standing on the board and no claim will be presented or considered from other Engineers because of such selection.

The Engineer instructor will not act in the capacity of a Manager of Operating Practices ~~Read Foreman of Engines~~ in the qualifying of Engineers.

RULE 106: MILEAGE REGULATIONS

The portions of rule 106 that pertain to passenger service are retained but not reproduced.

- a. When from any cause it becomes necessary to reduce the number of Engineers on the Engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:
- b. That no reductions will be made so long as those in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging between the equivalent of 3500 and 3800 miles per month; in extra freight or extra yard service are averaging between the equivalent of 3500 and 3800 miles per month.

That when reductions are made they shall be in reverse order of seniority.

- c. Engineers taken off under this rule shall be returned to service as Engineers in the order of their seniority as Engineers, and as soon as it can be shown that Engineers in assigned, pooled, chain gang or other regular service paying freight rates, the equivalent of 3800 miles per month; and in extra freight or extra yard service are averaging the equivalent of 3800 miles per month.
- d. In the regulation of assigned service, sufficient men will be assigned to keep mileage or equivalent thereof within limitations of 3500 and 3800 miles for other regular service and 3500 and 3800 miles in extra freight or extra yard service, as provided herein. If in any service, additional assignments would reduce earnings below these limits, regulations will be effected by requiring the regularly assigned man or men to lay off when the equivalent of 3800 miles in other regular service, or 3800 miles in extra freight or extra yard service has been reached.
- e. If any Engineer in assigned service exceeds his maximum miles or days in any 30 day working period the excess will be charged to his mileage or days in his following working period. This shall not apply to Engineers who are required to exceed their maximum mileage due to a shortage of Engineers.
- f. When equivalent to 3800 miles in freight service has been reached, such Engineers will be withheld from service as Engineers at request of Local Chairman. Engineers who exceed equivalent of 3800 miles as prescribed herein will have excess mileage charged against them in following month, except when required to exceed 3800 miles due to a shortage of Engineers.
- g. In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 38 days per month.
- h. Retained but not reproduced
- i. In the regulation of mileage neither the maximum nor the minimum is guaranteed.

RULE 107: STATEMENT OF MILEAGE

A statement of mileage made by chain-gang freight and extra men, separately, will be furnished the regularly constituted committee on completion of time rolls for each semi-monthly pay day.

RULE 108: REGISTERING AND CHECKING MILEAGE

- a) Except where chartered mileage has been adopted, Engineers in all classes of service paying freight rates will register their accumulated mileage on arrival at home point in book provided for that purpose. Failing to so register their mileage they will not be entitled to their turn out. This rule shall not operate to penalize the Company.
- b) In regulating the working lists of Engineers in classes of service paying freight rates, adjustments may be made at any time upon the basis of the average mileage for the preceding 7 days or as determined locally by the parties, using accumulated mileage as registered by Engineers in book provided for that purpose, or the chartered mileage where appropriate, as a basis of calculations.

RULE 109: ENACTING AND TERMINATING-PROVISION

This agreement shall be effective as of April 4, 2011 and shall continue in effect until it is changed as provided herein or under the provisions of the Railway Labor Act

Should either of the parties to this agreement desire to revise these rules, 30 days' written advance notice, containing the proposed changes shall be given, and conference shall be held immediately upon the expiration of said notice unless another date is mutually agreed upon.

It is understood and agreed that this agreement is superseded by and subordinate to any municipal, state, or federal legislation.

FOR THE EMPLOYEES

/s/ Michael Young
 Michael A. Young
 General Chairman
 Brotherhood of Locomotive Engineers

/s/ Mark F. Chenchar
 Mark F. Chenchar
 1st Vice General Chairman
 Brotherhood of Locomotive Engineers

FOR THE COMPANY

/s/ Deborah K. Peitzmeier
 Deborah K. Peitzmeier
 Director, Labor Relations
 Union Pacific Railroad

/s/ Liz Dewald
 E.N. Dewald
 Asst. Director, Labor Relations
 Union Pacific Railroad

CONSOLIDATED APPENDICES

For ease of use, these appendices have been consolidated and reformatted by topic to incorporate any agreement between the parties (National and/or local). Any appendix or section from the 1979 Agreement that does not appear in this update, has been retained but not reproduced. Should the paragraph designation used in any agreement included in these consolidated appendices be different than that used in the original document, it is understood it does not change the intent, interpretation, application or meaning of the language contained in the original signed agreement.

APPENDIX A – HOLIDAYS

The following is a consolidation of all National Agreement provisions affecting holidays through 1982

PAID HOLIDAYS

Section 1 –

Holiday provisions currently applicable to regularly assigned and extra yard ground service employees (conductors (foremen), brakemen (helpers), switchtenders and car retarder operators) are unchanged, except in the following respects:

- a) Add the following provision to be applicable to the qualifying conditions for extra yard service employees:

For purposes of this Agreement, the workweek for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

NOTE: This workweek shall not be applied to yard service employees who have scheduled days off other than Saturday and Sunday, in which event the same principles outlined above will apply in determining the workdays immediately preceding and following the holiday

- b) Substitute the following provision in lieu of existing rules governing payment for service rendered on the seven specified paid holidays:

Yard service employees who work on any of the seven specified holidays shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

Section 2 -

The following provisions shall apply to regularly assigned Engineers, firemen, hostlers and hostler helpers represented by an organization party hereto in yard service, and regularly assigned road service employees paid on a daily basis:

- a) Each regularly assigned Engineer, fireman, hostler and hostler represented by an organization party hereto in yard service, and each regularly assigned road service employee in local freight service, including

road switchers, roustabout runs, mine runs, or other miscellaneous service employees, who are confined to runs of 100 miles or less and who are therefore paid on a daily basis without a mileage component, and who meet the qualifications set forth in paragraph (c) hereof, shall receive one basic day's pay at the rate for the class and craft of service in which last engaged for each of the following enumerated holidays:

New Year's Day	Fourth of July	Christmas Eve
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Years Eve
Decoration Day	Day after Thanksgiving	

NOTE: Washington's Birthday is now recognized as President's Day and Decoration Day is now recognized as Memorial Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts or trips worked.

Not more than one time and one-half payment will be allowed in addition to the "one basic day's pay at the pro rata rate," for service performed during a single tour of duty on a holiday.

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State or Nation shall be considered the holiday.

- b) Any of the employees described in paragraph (a) hereof who works on any of the holidays listed in paragraph (a) hereof shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.
- c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment.

However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on

- 1) the workday immediately preceding the holiday,
- 2) the holiday, or

- 3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.
- d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employee fails to qualify under paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.
- e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.
- f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

Section 3 -

The following provisions shall apply to Extra Engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters that confine exercise of seniority to a particular yard or yards:

- a) Extra Engineers, firemen, hostlers and hostler helpers represented by an organization party hereto on seniority rosters which confine the exercise of seniority to a particular yard or yards, who meet the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro-rata rate on each of the following holidays:

New Year's Day	Fourth of July	Christmas Eve
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Years Eve
Decoration Day	Day after Thanksgiving	

NOTE: Washington's Birthday is now recognized as President's Day and Decoration Day is now recognized as Memorial Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

The provisions of Section 3 of Article I of the Agreement of June 25, 1964, will apply to extra employees on a common extra list protecting both road and yard service, to whom compensation for yard or hostling service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

b) to qualify, an extra yard service employee must :

- 1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,
- 2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,
- 3) if such employee cannot qualify under Section 3 (b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE: For the purpose of Section 3(b) (1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service within that yard in accordance with rules and practices on the carrier.

c) Any of the extra yard service employees described in paragraph (a) of this Section 3 who works on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

- d) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

NOTE 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

- e) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding or following the vacation periods. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual's run shall not be considered to be workdays for qualifying purposes.

APPENDIX B - INTERDIVISIONAL SERVICE

AGREEMENT TO ESTABLISH ID SERVICE

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PART I

ESTABLISHMENT OF INTERDIVISIONAL SERVICE¹

Section 1.

In accordance with Section 1 of Article VIII of the National Agreement dated May 13, 1971 and subject to the provisions of Section 2 of this Part I, the Company may establish interdivisional service as set forth below:

- (a) Grand Island, Nebraska will be eliminated as an away-from-home terminal, and Engineers on the First and Second Seniority Districts will operate between Council Bluffs, Iowa and North Platte, Nebraska.
 - i. These runs will be manned by First and Second District Engineers on the basis of the ratio of miles that the First and Second Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for First District Engineers assigned to these runs will be Council Bluffs; the home terminal for Second District Engineers will be North Platte.
 - iii. Engineers operating from Council Bluffs to North Platte will be allowed 278 road miles, Engineers operating from North Platte to Council Bluffs will be allowed 278 road miles.
- (b) Hastings, Nebraska will be eliminated as an away-from-home terminal, and Engineers on the Second and Seventeenth-Eighteenth Seniority Districts will operate between Marysville, Kansas and North Platte, Nebraska.

¹ For the purposes of this agreement the phrase "Interdivisional Service" means "Interdivisional, Interseniorty District, Intradivisional and/or Intraseniorty District Service (Freight or Passenger)" as used in Article VIII of the National Agreement dated May 13, 1971.

- i. These runs will be manned by Second and Seventeenth-Eighteenth District Engineers on the basis of the ratio of miles that the Second and Seventeenth-Eighteenth Districts, respectively, bear to the total miles of the run.
- ii. The home terminal for Second District Engineers assigned to these runs will be North Platte; the home terminal for Seventeenth- Eighteenth District Engineers will be Marysville.
- iii. Engineers operating from Marysville to North Platte will be allowed 247 road miles; Engineers operating from North Platte to Marysville will be allowed 248 road miles.

.... Reference Agreement dated 6/13/1972

- 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.

- a) Sidney, Nebraska will be eliminated as an away-from-home terminal and Engineers on the Third and Fourth Seniority Districts will operate between North Platte, Nebraska and Cheyenne, Wyoming.

- i. These runs will be manned by Third and Fourth District Engineers on the basis of the ratio of miles that the Third and Fourth Districts, respectively, bear to the total miles of the run.
- ii. The home terminal for Third District Engineers assigned to these runs will be North Platte; the home terminal for Fourth District Engineers will be Cheyenne.

.... Reference Agreement dated Dec. 23, 1971

- c) iii. Engineers operating from North Platte to Cheyenne will be allowed 217 road miles, Engineers operating from Cheyenne to North Platte will be allowed 218 miles.

.... Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from North Platte to Cheyenne will be allowed 217 road miles; Engineers operating from Cheyenne to North Platte will be allowed 220 road miles

- (d) Sterling, Colorado will be eliminated as an away-from-home terminal, and Engineers on the Third and Fourteenth Seniority Districts will operate between North Platte, Nebraska and Denver, Colorado.
 - i. These runs will be manned by Third and Fourteenth District Engineers on the basis of the ratio of miles that the Third and Fourteenth Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Third District Engineers assigned to these runs will be North Platte; the home terminal for Fourteenth District Engineers will be Denver.
 - iii. Engineers operating from North Platte to Denver will be allowed 269 road miles; Engineers operating from Denver to North Platte will be allowed 270 road miles.
- (e) Junction City, Kansas will be eliminated as an away-from-home terminal, and Engineers on the Eighth and Ninth Seniority Districts will operate between Kansas City and Salina,

Kansas.

- i. These runs will be manned by Eighth and Ninth Seniority District Engineers on the basis of the ratio of miles that the Eighth and Ninth Seniority Districts, respectively, bear to the total miles of the run.
- ii. The home terminal for Eighth District Engineers assigned to these runs will be Kansas City; the home terminal for Ninth District Engineers will be Salina.

.... Reference Agreement dated Dec. 23, 1971

- e) iii. Engineers operating from Kansas City to Salina will be allowed 182 road miles; Engineers operating from Salina to Kansas City will be allowed 180 road miles.

.... Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from Kansas City to Salina will be allowed 197 road miles; Engineers operating from Salina to Kansas City will be allowed 195 road miles.

- (f) Hugo, Colorado will be eliminated as an away-from-home terminal, and Engineers on the Eleventh and Fourteenth Seniority Districts will operate between Sharon Springs, Kansas and Denver, Colorado.
 - i. These runs will be manned by Eleventh and Fourteenth District Engineers on the basis of the ratio of miles that the Eleventh and Fourteenth Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Eleventh District Engineers assigned to these runs will be Sharon Springs; the home terminal for Fourteenth District Engineers will be Denver.
 - iii. Engineers operating from Sharon Springs to Denver will be allowed 208 road miles; Engineers operating from Denver to Sharon Springs will be allowed 209 road miles.
- (g) Laramie, Wyoming will be eliminated as a home terminal and Engineers on the Fifth Seniority District will operate between Cheyenne, Wyoming and Rawlins, Wyoming.
 - i. The home terminal for these runs will be Cheyenne, Wyoming.

.... Reference Agreement dated Dec. 23, 1971

g)

- ii. Engineers operating from Cheyenne to Rawlins will be allowed 171 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 171 road miles.

....Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from Cheyenne to Rawlins will be allowed 194 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 194 road miles.

- (h) Ellis, Kansas will be eliminated as a home terminal and Engineers on the Ninth and Tenth Seniority Districts will operate between Salina, Kansas and Sharon Springs, Kansas.
 - i. These runs will be manned by Ninth and Tenth District Engineers on the basis of the ratio of miles that the Ninth and Tenth Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for these runs will be Salina, Kansas.
 - iii. Engineers operating from Salina to Sharon Springs will be allowed 243 road miles; Engineers operating from Sharon Springs to Salina will be allowed 242 road miles.
- (i) Beatrice, Nebraska will be eliminated as a home terminal and Engineers on the Fifteenth Seniority District will operate between Marysville, Kansas and Council Bluffs, Iowa.
 - i. The home terminal for these runs will be Marysville.

.... Reference Agreement dated Dec. 23, 1971

i)

- ii. Engineers operating from Marysville to Council Bluffs will be allowed 156

road miles; Engineers operating from Council Bluffs to Marysville will be allowed 156 road miles.

.... Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from Marysville to Council Bluffs will be allowed 169 road miles; Engineers operating from Council Bluffs to Marysville will be allowed 169 road miles.

- (j) Between Denver, Colorado and Rawlins, Wyoming.
 - i. These runs will be manned by Fifth and Fourteenth District Engineers on the basis of the ratio of miles that the Fifth and Fourteenth Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for these runs will be Denver.
 - iii. Engineers operating from Denver to Rawlins will be allowed 265 road miles; Engineers operating from Rawlins to Denver will be allowed 265 road miles.

.... Reference Agreement dated 6/12/1975

- 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.

.... Reference Agreement dated 11/03/1977

- I.) Hugo, Colorado will be eliminated as an away-from-home terminal for the Fourteenth and Eleventh Seniority Districts and Sharon Springs will be eliminated as a home

terminal for the Eleventh Seniority District and as an away-from-home terminal for the Tenth Seniority District. Engineers will operate between Denver and Oakley.

- i. These runs will be manned by Fourteenth, Eleventh and Tenth District Engineers on the basis of the ratio of miles that the Fourteenth, Eleventh and Tenth Seniority Districts, respectively, bear to the total miles of the runs.
 - ii. The home terminal for Fourteenth District Engineers assigned to these runs will be Denver; the home terminal for Eleventh and Tenth District Engineers will be Oakley.
 - iii. Engineers operating from Denver to Oakley will be allowed 262 road miles; Engineers operating from Oakley to Denver will be allowed 261 road miles.
- m.) Ellis, Kansas will be eliminated as a home terminal for the Tenth Seniority District and as an away-from-home terminal for the Ninth Seniority District. Sharon Springs, Kansas will be eliminated as a far terminal for the Tenth Seniority District. Engineers on the Tenth and Ninth Seniority Districts will operate between Oakley and Salina.
- i. These runs will be manned by Tenth and Ninth Seniority District Engineers on the basis of the ratio of miles that the Tenth and Ninth Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Tenth Seniority District Engineers assigned to these runs will be Oakley; the home terminal for Ninth District Engineers will be Salina.
 - iii. Engineers operating from Oakley to Salina will be allowed 191 road miles; Engineers operating from Salina to Oakley will be allowed 192 road miles.
-

Section 2 Any of the runs set forth in Section 1, Part I above may be placed in effect by the Carrier upon service on the Organization of a 60-day written notice.

Section 3. The establishment of interdivisional service other than as specifically provided for in Section 1, Part I shall be subject to the provisions of Article VIII of the National Agreement dated May 13, 1971.

PART II
MILEAGE ALLOWANCES AND EQUALIZATION OF MILEAGE

Section 1. In interdivisional service all miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first one hundred (100) miles or less.

Section 2. The Superintendent of the Company, or his designated representative, and Local Chairmen of the BLE will meet periodically for the purpose of making whatever adjustments are necessary to maintain a proper equalization of mileage between the affected districts.

PART III
RULES CHANGES

On and after the effective date of written notice served pursuant to Section 2, Part I, of this Agreement the following rules changes will be effective only for Engineers actually engaged in interdivisional service established pursuant to such written notice:

a) Paragraph (1) of Rule 19(a) "Initial Delay" will be modified as follows:

"1) Initial terminal delay shall be paid on a minute basis to Engineers in through freight service after thirty (30) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

“NOTE: The phrase 'train leaves the terminal' means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Company and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because the block is against them.

"Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of thirty (30) minutes after which initial terminal delay payment begins, except as provided in Rule 63.

"NOTE: The phrase 'through freight service' as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

"When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

"When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty."

b) Paragraph (a) of Rule 17 "Overtime" will be modified as follows:

"On interdivisional runs of 200 miles or less, overtime will begin at the expiration of eight hours. On runs of over 200 miles overtime will begin when the time on duty exceeds the

miles run divided by 25, or in any case, when on duty in excess of 10 hours. Overtime will be paid for on the minute basis at 3/16ths of the daily rate per hour, according to class of engine or power used.

"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 the greater."

.... Reference ID Agreement dated 12/23/1971

Section 3. Overtime paid Engineers in interdivisional service under the provisions of Paragraph (b), Part III of the Agreement dated December 16, 1971 will be computed and paid for on the speed basis of 12-1/2 miles per hour at the rate of time and one-half time.

- c) Disciplinary hearings involving an Engineer who is engaged in interdivisional service will be held at the Engineer's home terminal, except when the majority of the crew lives elsewhere. If attendance at an investigation requires an Engineer to travel the full miles of the interdivisional territory he will be allowed deadhead miles over that portion of the run where he holds no primary rights.

EXAMPLE - A second district Engineer is required to travel from North Platte to Council Bluffs for an investigation. He will be allowed deadhead miles from Grand Island to Council Bluffs to Grand Island.

.... Reference MOU dated 12/16/1971

Section 2. When an Engineer engaged in interdivisional service is required to deadhead to his far terminal to attend a disciplinary hearing as provided by Section 4, Part III, of the Agreement dated December 16, 1971, such Engineer may use the designated lodging facility while required to remain at the far terminal incident to attending such investigation.

- d). Except in case of wrecks, floods, washouts and storms, Engineers manning interdivisional service 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. In the event of noncompliance with this Paragraph (d) the held Engineer will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to his same relative position on the board.

.... Reference ID Agreement dated 12/23/1971

- e) Paragraph (a) of Rule 70, "Held-Away-From-Home-Terminal", is modified as follows:

"(a) Engineers in interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. "

NOTE Rule 70 was changed to 65 in 1978

PART IV
RETIREMENT ALLOWANCES

Section 1. Engineers on affected seniority districts may, at the Company's option, be given an opportunity to resign and accept a retirement allowance. The amount of the retirement allowance will be based upon the age of the Engineer as of his nearest birthday on the date such allowance is offered. The amount of the allowance will be:

<u>Age At Nearest Birthday</u>	<u>Allowance</u>
64 and under	12 months' pay
65	10 months' pay
66	8 months' pay
67	6 months' pay
68 and over	4 months' pay

In determining retirement allowances, the appropriate number of months' pay will correspond with the earnings in the number of months provided immediately preceding the last day of compensated service.

For the purpose of this Agreement, the ages and birth dates of Engineers will be those shown in the records of the Carrier.

Section 2. The acceptance of the retirement allowance shall be at the option of the eligible Engineer to whom offered. Acceptance shall be in writing, shall be irrevocable and shall be received by the officer offering the allowance within fifteen (15) calendar days of receipt of such offer.

Section 3. An eligible Engineer who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the Carrier, and the effective date of such termination shall be that date so specified by the Carrier and such date shall be within thirty (30) days of the date of the offer unless otherwise agreed by the parties hereto. A minimum of fifteen (15) calendar days' advance notice of the date of termination of employment shall be given the Engineer offered a retirement allowance.

Section 4. The allowance provided in this Part IV shall be paid within sixty (60) calendar days of the date of the termination of employment relationship of the eligible Engineer, except at the option of the eligible Engineer, the allowance may be paid in two (2) or three (3) annual installments on the anniversary date of termination.

Section 5. The retirement allowance herein provided for will be in addition to any vacation allowance to which an Engineer accepting said retirement allowance is entitled as of the date of his retirement.

PART V
EMPLOYEES PROTECTION

Every Engineer adversely affected either directly or indirectly as a result of the establishment of interdivisional service under this Agreement shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by any subsequent general wage increases.

.... Reference Agreement dated 07/14/1972

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.

PART VI
CHANGES OF RESIDENCE

.... Reference – ID Agreement dated 07/14/1972

~~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 and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement. 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.~~

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.

PART VII **MISCELLANEOUS PROVISIONS**

Section 1. When an Engineer engaged in interdivisional service is required to report for duty for an interdivisional service train or is relieved from duty on an interdivisional service train at a point other than the on and off duty points fixed for the service established hereunder, the Company shall authorize and provide suitable transportation for the Engineer.

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

Section 2. When, in the judgment of the Company, it is necessary because of Engineers operating over unfamiliar territory, pilots may be called to accompany such Engineers for such period and over such territory determined by the Company.

Section 3. Non-interdivisional service will continue to be manned by Engineers from the seniority district over which such non-interdivisional service operates.

Section 4.

.... Reference 1991 PEB 219 National Award

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

Section 5. In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1 .50 for the trip.

.... Reference Interdivisional LOU dated 12/17/1974

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.

Section 6. Engineers called for interdivisional service and not used shall be allowed 50 miles and stand first out; and if held on duty to exceed four hours, such Engineer shall be allowed 100 miles and stand first out and shall be restored to his same relative position on the pool board at first opportunity.

Section 7. Pool freight Engineers on a district on which interdivisional service has not been established pursuant to this Agreement shall be entitled to initial terminal delay as provided in Paragraph (a) of Part III of this Agreement if interdivisional service is established on all adjoining districts.

.... Reference – ID Agreement dated 07/14/1972

"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.”

PART VIII EXTRA BOARDS

Vacancies in interdivisional service occurring at the away-from-home terminal of the turn will be manned by Engineers from the extra board at the terminal where the vacancy occurs. Such Extra Engineers so used will be deadheaded home after completion of the trip.

PART IX IMPLEMENTING PROCEDURE

Section 1. Notices referred to in Section 2, Part I of this Agreement may be served by the Company on or after 12:01 AM, January 1, 1972.

Section 2. When a notice is served pursuant to Section 2, Part I of this Agreement establishing interdivisional service on a district or territory having two home terminals, the parties will meet within 7 days of the date of service of such notice to attempt to agree upon how Engineers from the interdivisional pools at each of these home terminals will be used for such interdivisional service. Unless otherwise agreed to by the effective date of the interdivisional service as specified in the notice, the following procedures will apply:

- (a.) A separate interdivisional pool will be established and maintained at each home terminal.
- (b.) Engineers will be called from such interdivisional pools on a first in, first out basis, alternating as between such interdivisional pools so far as practical, with any imbalance in mileage as between such interdivisional pools to be adjusted in accordance with Paragraph (c) of this section.

At the end of each 30-day period the mileage of the respective interdivisional pools will be adjusted pursuant to the ratios prescribed in Section 1, Part I of this Agreement.

Section 3. When a notice is served pursuant to Section 2, Part I of this Agreement establishing interdivisional service on a district or territory having only one home terminal, a single interdivisional pool will be established and maintained at the home terminal and Engineers will operate in interdivisional service on a first-in, first-out basis from that interdivisional pool.

.... Reference agreement dated 07/14/1972

- 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.

PART X
NO DUPLICATION OF BENEFITS

The receipt of benefits by an employee under Parts IV, V, and VI of this Agreement shall constitute a waiver of any right of such employee to claim or receive the same or any similar benefits under any other agreement to which the Union Pacific is a party.

PART XI
EFFECT ON AGREEMENT RULES

Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Company and the BLE, except as herein provided.

This Agreement shall become effective January 1, 1972 and will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Omaha, Nebraska this 16th day of December, 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer

12/16/1971 MOU – ID AGREEMENT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED DECEMBER 16, 1971, BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING ESTABLISHMENT OF INTERDIVISIONAL SERVICE.

~~**Section 1.** Suitable lodgings will be provided for Engineers in interdivisional service in accordance with the provisions of Article II of the June 25, 1964 Agreement which lodgings will be equivalent to the existing lodging facilities now provided. 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:** Suitable transportation includes Carrier owned and 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.~~

.... Reference Agreement dated 07/14/1972

"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."

Section 2. When an Engineer engaged in interdivisional service is required to deadhead to his far terminal to attend a disciplinary hearing as provided by Section 4, Part III, of the Agreement dated December 16, 1971, such Engineer may use the designated lodging facility while required to remain at the far terminal incident to attending such investigation.

Section 3. Within a reasonable time after establishment of interdivisional service on any of the territories listed in Part I, Section 1, of the Agreement dated December 16, 1971, the Carrier will, on request of the employee, furnish to an employee working as Engineer on such territory figures representing "average monthly compensation" and "average monthly time paid for" as those terms are used in Section 6(c) of the Washington Job Agreement of May, 1936. The protected period for affected Engineers will commence on the effective date of the notice referred to in Section 2, Part I of the Agreement dated December 16, 1971.

Section 4. It is understood that the road mileage figures set forth in Part I, Section 1, of the Agreement dated December 16, 1971, are intended to represent the actual distances between the designated departure point at the initial terminal of the run and the designated arrival point at the final terminal of the run. If such mileage figures are proved to be other than as listed, such figures will be adjusted accordingly.

Dated at Omaha, Nebraska this 16th day of December 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer

UNION PACIFIC
RAILROAD COMPANY

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

12/16/1971 SECOND MOU – ID AGREEMENT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED DECEMBER 16, 1971, BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING ESTABLISHMENT OF INTERDIVISIONAL SERVICE.

Section 1. The following items on engines used in interdivisional service will be maintained in proper condition:

- a. Cab heater
- b. Cab weather stripping
- c. Windshield and wiper
- d. Drinking water

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by Engineer of defects will contain sufficient detail to enable prompt identification and correction of such defects.

Section 2. A Committee consisting of the General Manager, UPRR, Chief Mechanical Officer, UPRR, and General Chairman, BLE, is hereby formed to study and report to the Vice President of Operations on the feasibility of eliminating or inactivating the safety pedal on engines used in interdivisional service.

Dated at Omaha, Nebraska this 16th day of December 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer

UNION PACIFIC
RAILROAD COMPANY

/s/ O. A. Durrant
General Manager

/s/ F. A. Accord
Chief Mechanical Officer

12/23/1971 AGREEMENT – ID AGREEMENT MODIFICATIONS

AGREEMENT between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Section 1. The following provisions of Section 1, Part I of the Agreement dated December 16, 1971 which do not specify mileage allowances for Engineers operating in interdivisional service are supplemented to read as follows:

- c) iii. Engineers operating from North Platte to Cheyenne will be allowed 217 road miles, Engineers operating from Cheyenne to North Platte will be allowed 218 miles.
- e) iii. Engineers operating from Kansas City to Salina will be allowed 182 road miles; Engineers operating from Salina to Kansas City will be allowed 180 road miles.
- g) ii. Engineers operating from Cheyenne to Rawlins will be allowed 171 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 171 road miles.
- i) ii. Engineers operating from Marysville to Council Bluffs will be allowed 156 road miles; Engineers operating from Council Bluffs to Marysville will be allowed 156 road miles.

Section 2. Part III of the Agreement dated December 16, 1971 is supplemented to include the following provision:

- e) Paragraph (a) of Rule 70, "Held-Away-From-Home-Terminal", is modified as follows:

"(a) Engineers in interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. "

Section 3. Overtime paid Engineers in interdivisional service under the provisions of Paragraph (b), Part III of the Agreement dated December 16, 1971 will be computed and paid for on the speed basis of 12-1/2 miles per hour at the rate of time and one-half time.

Dated at Omaha, Nebraska this 23rd day of December, 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer

UNION PACIFIC
RAILROAD COMPANY

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

12/23/1971 AGREEMENT – 2nd ID AGREEMENT MODIFICATIONS

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

IT IS AGREED:

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

- a. Engineers operating from North Platte to Cheyenne will be allowed 217 road miles; Engineers operating from Cheyenne to North Platte will be allowed 220 road miles.
- b. Engineers operating from Kansas City to Salina will be allowed 197 road miles; Engineers operating from Salina to Kansas City will be allowed 195 road miles.
- c. Engineers operating from Cheyenne to Rawlins will be allowed 194 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 194 road miles.
- d. Engineers operating from Marysville to Council Bluffs will be allowed 169 road miles; Engineers operating from Council Bluffs to Marysville will be allowed 169 road miles.
- e. The road miles specified in Paragraphs (a), (b), (c), and (d) above shall also be paid to such Engineers in interdivisional service for deadheading over the territories listed therein.

Dated at Omaha, Nebraska this 23rd day of December, 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer

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

Appendix B
Establishment of ID Service

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

UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

/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

1416 Dodge Street
Omaha, Nebraska 68102

J. J. Marchant
Asst. Director of Labor Relations

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

3. 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.

4. 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

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

CHEYENNE – GREEN RIVER ID SERVICE AGREEMENT

AGREEMENT

920.30
140.80-5

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.

.... Reference Article IX Section (2)(c) 1986 National Award

- (c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

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

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.

.... Reference Article VII – PEB 219

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

.... Reference Article IX Section (2)(e) 1986 National Award

- (e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

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 pickups 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.~~

NOTE: Paragraph c eliminated 8/18/1994

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.

NOTE: (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
140.80-5
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
140.80-5
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
140.80-5
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:
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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.

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

- (c) 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

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 and 89 are allocated out of the Denver Hub Agreement

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

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.

Mr. M.A. Young
September 11, 1992
Page Two

File: 920-30
Side Letter No. 6

- (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

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET,
OMAHA, NEBRASKA 68179-0323

Files W920.30
W360.21

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) 634-1108 • 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

August 18, 1994

#1208189448

Mr. M. A. Young
General Chairman-BLE
201 Deming Building
1620 Central Avenue
Cheyenne, Wyoming 82001

At the request of your organization, Carrier is agreeable in amending the September 9, 1992 Memorandum of Agreement - "Interdivisional Service: Cheyenne/Green River" to the extent that Section 10(c) quoted below, will be deleted in its entirety:

"(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."

The deletion of the above quoted Section will be effective August 19, 1994.

/s/ L.A. Lambert
L. A.. Lambert
General Director
Labor Relations

/s/ Michael Young
M.A. Young
General Chairman, BLE

August 18, 1994
Date

CHEYENNE – HANNA ID SERVICE AGREEMENT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNITED TRANSPORTATION UNION (E)
UNITED TRANSPORTATION UNION (C)(T)**

ESTABLISHMENT OF INTERDIVISIONAL SERVICE BETWEEN CHEYENNE AND HANNA

Set forth below is the Agreement made at Cheyenne, Wyoming on July 16, 1975 between Union Pacific Railroad, hereinafter referred to as the "Company", and the Brotherhood of Locomotive Engineers and United Transportation Union (E), (C) and (T), hereinafter referred to as the "Organizations". This Agreement provides for the establishment of interdivisional service between Cheyenne, Wyoming and Hanna, Wyoming and is in full satisfaction of the Company's Notices dated June 30, 1975 which were served pursuant to the National Agreement dated May 31, 1971 (BofLE) and the National Agreement dated January 27, 1972 (UTU-E, C and T).

1. Unless otherwise provided herein Interdivisional Service Agreements between the Company and the Organizations will apply, including allowance of constructive miles.
2. Points of separation will be established at Hanna for the purpose of determining road miles, and inbound crews will receive road miles until they reach separation point after loading including those inbound crews who perform loading operations prior to arrival at Hanna. When loading is performed by outbound crews such crews will be allowed road miles for all miles traveled, including deadhead miles, if any. Automatic release rules are suspended to give effect to the provisions of this Section 2.
3. The Company has the right to use crews in turnaround service, Cheyenne to Hanna to Cheyenne, when there are no rested crews available at Hanna.
4. Any employee who is adversely affected by the establishment of the interdivisional service provided for herein will receive all protective benefits included in the various applicable Interdivisional Service Agreements - with cut-off date to date from the day the interdivisional service provided for herein is begun.

The interdivisional service provided for herein may be started when suitable lodgings are provided at Hanna.

6. Additional agreements will be entered into to cover matters incident to this operation; such as, but not limited to:
- a. Establishment of points of separation at Hanna to give effect to Section 2 of this Agreement.
 - b. Determination of actual miles of runs subject to this Agreement.
 - c. Handling of dog catching for this service.
 - d. Initial delay for outbound crews referred to in Section 2 of this Agreement.

Dated at Omaha, Nebraska this 21st day of July 1975.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

FOR THE UNITED TRANSPORTATION
UNION (E)

/s/ R. J. Green
General Chairman

FOR THE UNITED TRANSPORTATION
UNION (C)(T)

/s/ R. B. Murdock
General Chairman

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

UNITED TRANSPORTATION UNION (E)
UNITED TRANSPORTATION UNION (C)(T)

SUPPLEMENT TO AGREEMENT
DATED JULY 21, 1975

"ESTABLISHMENT OF INTERDIVISIONAL SERVICE
BETWEEN CHEYENNE AND HANNA"

NOTE: As used herein "Hanna" encompasses mining operations serviced by Union Pacific crews between Laramie and Rawlins.

When interdivisional service between Cheyenne and Hanna is established the following will apply for employees working in this interdivisional service:

PART I
GENERAL

Section 1. Separate pools will be established for the purpose of manning interdivisional service between Cheyenne and Hanna.

Section 2. Except as otherwise provided herein employees used in this interdivisional service will be allowed actual road miles run.

Section 3. Employees used in westbound interdivisional service will be allowed a minimum of 131 miles if they pass MP 569.25.

Section 4. Employees used in this interdivisional service who are turned after they go beyond Laramie and who otherwise qualify therefore, will be granted the meal allowance provided for in Section 5 of Part VII of the Agreement dated December 16, 1971 (BofLE), Section 2 of Part VI of the

Agreement dated February 29, 1972 (UTU-E), and Section 2 of Part VI of the Agreement dated May 22, 1972 (UTUC&T).

Section 5. Crews called for turnaround service, Cheyenne-Hanna-Cheyenne, may not be run Hanna to Cheyenne if there are rested crews at Hanna or crews at Hanna who would become rested within two hours.

Section 6. When there are no available rooms in the Hanna Clubhouse for employees in this interdivisional pool the Company will provide suitable lodging as defined in the Agreements dated July 14, 1972 (BofLE), February 29, 1972 (UTU-E), and May 22, 1972 (UTU-C&T), or will deadhead the first out crew on the first eastbound train from which such crew is available. If not so deadheaded, such first out crew will be allowed a penalty of 50 miles for each train on which the crew was not deadheaded after becoming available.

Section 7. When a Cheyenne-Rawlins interdivisional crew is used to load coal at Hanna or to handle a unit coal train, the first out Cheyenne-Hanna interdivisional crew at Hanna will be allowed a penalty of 100 miles.

Section 8. Except as otherwise provided in this Agreement crews in this interdivisional service who are used on main line territory west of MP 650.17 will be allowed a penalty of 50 miles and will be returned to Hanna or to Cheyenne after such use. Agreement rules will apply to cover payment for service and/or deadhead moves.

Section 9. Employees called for this interdivisional service who live in Laramie and who have not been granted an allowance for changing point of residence from Laramie to Cheyenne under the provisions of the respective BofLE, UTU (E), and UTU(C) & (T) Interdivisional Run Agreements or the Agreement dated July 21, 1975 "Establishment of Interdivisional Service Between Cheyenne and Hanna" will be given a two and one-half (2-1/2) hour call.

.... Reference letter dated 12/13/1975

It is agreed that Section 9 of Agreement dated December 13, 1975 does not contemplate giving employees a 2 1/2 hour call if they:

1. Hire out on or after December 15, 1975 and live at Laramie.
2. Hire out before December 15, 1975 and move to Laramie after December 15, 1975.

PART II
ARCH I MINE

Section 1. For inbound crews:

- a. MP 644.25 is the designated arrival point on the eastward move.
- b. MP 641.50 is the designated arrival point when inbound crews do not reach MP 2 on Arch I Spur on westbound move.

Section 2. For outbound crews:

- a. MP 641.50 is the designated departure point.
- b. When outbound crews take charge of train on Arch I Spur initial delay will begin thirty (30) minutes after they reach MP 1 on Arch 1 Spur on the eastward move and will continue until they pass MP 650.17.

When outbound crews deadhead to take charge of train on Arch I Spur such crews will be allowed actual miles deadheaded from MP 644.25 to the point where they take charge of the train. These outbound crews will also be allowed road miles from the point where they take charge of the train to MP 1 on Arch I Spur.

Section 3. Crews can set out bad order cars using main line trackage west of MP 650.17 and will be allowed actual road miles run west of MP 650.17 in making such setouts. Crews can pick up repaired bad order cars loaded at or destined for Arch I, or loads or empties destined for Arch I, using main line trackage west of MP 650.17, and will be allowed actual road miles run west of MP 650.17 in making such pickups.

.... **Reference letter E-013-23-4-IR** dated July 12, 1976

The mileages listed for a full trip Hanna to Cheyenne for crews working on trains loaded at Arch I are 162.37 for employees with a seniority date of December 14, 1975 or earlier and 139.37 for employees with a seniority date of December 15, 1975 or later. The designated departure point for this run is milepost 641.50. The designated arrival point is milepost 510.80. This is a total of 130.70 miles.

Effective immediately the mileages listed in the December 13, 1975 Agreements for a full trip Hanna to Cheyenne for those trains loaded at Arch I are corrected to read 153.70 for employees with a seniority date prior to December 15, 1975 and 130.70 for employees with a seniority date of December 15, 1975 or later.

PART III
MEDICINE BOW AND ENERGY MINES

Section 1. For inbound crews:

- a. MP 1 on Energy Spur is the designated arrival point on the eastward move.
- b. MP 641.50 is the designated arrival point when inbound crews do not reach MP 2 on Energy Spur on westward move.

Section 2. For outbound crews:

- a. MP 641.50 is the designated departure point.
- b. When outbound crews take charge of train on Energy Spur initial delay will begin thirty (30) minutes after they reach MP 1 on Energy Spur on the eastward move and will continue until they pass MP 641.50.

When outbound crews deadhead to take charge of train on Energy Spur such crews will be allowed actual miles deadheaded from MP 1 on Energy Spur to the point where they take charge of the train. These outbound crews will also be allowed road miles from the point where they take charge of the train to MP 1 on Energy Spur.

PART IV
ROSEBUD AND ARCH II MINES

Section 1. For inbound crews:

Inbound crews will be allowed 4.63 road miles for all miles run on the Ramsey Spur.

- a) Final terminal delay for inbound crews will begin when these crews reach point of release on the Ramsey Spur and will continue until they reach the register point.

Section 2. For outbound crews:

Outbound crews will be allowed 4.63 road miles for all miles run on the Ramsey Spur.

For outbound crews initial delay will begin thirty (30) minutes after reaching MP 1.5 on eastward move and will continue until they pass MP 639.12.

This Agreement is made pursuant to Section 6 of Agreement dated July 21, 1975 "Establishment of Interdivisional Service Between Cheyenne and Hanna".

Dated at Cheyenne, Wyoming this 13th day of December, 1975.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

FOR THE UNITED TRANSPORTATION
UNION (E)

/s/ C. E. Fleenor
General Chairman

FOR THE UNITED TRANSPORTATION
UNION (C)(T)

/s/ R. B. Murdock
General Chairman

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

UNITED TRANSPORTATION UNION (E)

IT IS AGREED:
Full Trip Miles

For full trip Cheyenne to Hanna Engineers and firemen will be allowed miles as follows:

	Employees with seniority date of	Employees with seniority date of
	<u>12-14-75 or earlier</u>	<u>12-15-75 or later</u>
Arch I	182.59	159.59
Medicine Bow	188.45	165.45
Energy	163.94	140.94
Arch II	157.16	134.16
Rosebud	157.16	134.16

For full trip Hanna to Cheyenne Engineers and firemen will be allowed miles as follows:

Arch I	162.37	139.37
Medicine Bow	153.70	130.70
Energy	153.70	130.70
Arch II	157.45	134.45
Rosebud	157.45	134.45

.... Reference letter dated 07/12/1976

Effective immediately the mileages listed in the December 13, 1975 Agreements for a full trip Hanna to Cheyenne for those trains loaded at Arch I are corrected to read 153.70 for

employees with a seniority date prior to December 15, 1975 and 130.70 for employees with a seniority date of December 15, 1975 or later.

Dated at Cheyenne, Wyoming this 13th day of December, 1975.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

FOR THE UNITED TRANSPORTATION UNION (E)

/s/ C. E. Fleenor
General Chairman

UNION PACIFIC RAILROAD COMPANY

DECEMBER 13, 1975

Mr. E. G. Becker
General Chairman, BofLE

Mr. R. J. Green
General Chairman, UTU(E)

Mr. R. B. Murdock
General Chairman, UTU(C)(T)

Gentlemen:

It is agreed that Section 9 of Agreement dated December 13, 1975 does not contemplate giving employees a 2 1/2 hour call if they:

1. Hire out on or after December 15, 1975 and live at Laramie.
2. Hire out before December 15, 1975 and move to Laramie after December 15, 1975.

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

ACCEPTED:

/s/ E. G. Becker
General Chairman, BofLE

/s/ C. E. Fleenor
General Chairman, UTU (E)

/s/ R. B. Murdock
General Chairman, UTU(C) (T)

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

July 12, 1976

E-013-23-4-IR

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

R. J. Green,
General Chairman
United Transportation Union (E)
Salt Lake City, Utah

R. B. Murdock,
General Chairman
United Transportation Union (C) & (T)
Omaha, Nebraska

Dear Sirs

Section 1 of the July 21, 1975 Agreement titled "Establishment of Interdivisional Service Between Cheyenne and Hanna" reads as follows:

"1. Unless otherwise provided herein Interdivisional Service Agreements between the Company and the Organizations will apply, including allowance of constructive miles."

The Interdivisional Service Agreements with each of your Organizations provide for adjustment of mileage figures listed if those figures prove to be incorrect.

The mileages listed for a full trip Hanna to Cheyenne for crews working on trains loaded at Arch I are 162.37 for employees with a seniority date of December 14, 1975 or earlier and 139.37 for employees with a seniority date of December 15, 1975 or later. The designated departure point for this run is milepost 641.50. The designated arrival point is milepost 510.80. This is a total of 130.70 miles.

Effective immediately the mileages listed in the December 13, 1975 Agreements for a full trip Hanna to Cheyenne for those trains loaded at Arch I are corrected to read 153.70 for employees with a seniority date prior to December 15, 1975 and 130.70 for employees with a seniority date of December 15, 1975 or later.

Yours truly,

/s/ J. H. Kenny

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

CHEYENNE-HANNA COAL POOL
SHORT TURNAROUNDS OUT OF CHEYENNE

IT IS AGREED:

1. When a Cheyenne-Hanna coal pool Engineer on a Cheyenne-Hanna coal pool turn is turned east of MP 569.25 and returned to Cheyenne, he will be placed first out after obtaining legal rest and will establish a new place on the pool board at that time.
2. When a Cheyenne-Hanna coal pool Engineer on a Cheyenne-Hanna coal pool turn is turned at or west of MP 569.25 and returned to Cheyenne he will be placed first out after 12 hours and will establish a new place on the pool board at that time.
3. The Company will not be penalized in the application of this Agreement in those instances where the Engineer fails to advise the engine dispatcher that he was turned and the accurate location where he was turned.
4. This Agreement is effective May 1, 1976 and will automatically terminate ten days after receipt of written notice by either party upon the other.

Signed at Omaha, Nebraska this 26th day of April 1976.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

ranged far beyond the basic terms provided for in Article IX runs.

While it is understandable that the BLE Committees would try to negotiate more favorable terms, they must ultimately come to the realization that the terms and conditions of new ID runs were established through a National Arbitration Award. If the BLE Committee demand a range of conditions beyond the benefits to the Carrier for obtaining an expedited agreement, then the Carrier is free to fall back on the Nationally established terms for new ID runs, as they have in this case.

The Carrier has specifically raised the issue of Employee Protection and overtime. While normally the Arbitrator's hands are tied with regards to these two issues, it must be noted that the Carrier has already implemented modifications to these required provisions. The Carrier always had the option of not implementing these expanded provisions and waiting until after the BLE ratification vote was taken on the proposal. Once rejected by the craft, the Carrier could have implemented the conditions in their original Article IX notice.

In oral hearing the BLE made a driving argument that once this Board establishes the Fremont ID pool, the Carrier would be obligated to bulletin the new assignments so as to institute a basis for Washington Job Protection Act (WJPA) benefits for affected employees, including any required potential moving allowances for those Engineers forced to relocate. However, the Carrier was quick to point out the fact that Engineers in the interim Fremont Pool had exercised their seniority and bid in the current assignments without forcing any employee to relocate, possibly in part due to the constructive miles and overtime provisions. Accordingly, no WJPA relocation allowances would even be due to any Engineers who opted to make this seniority move.

The Carrier's position regarding recapturing the constructive miles already paid cannot be supported. As the BLE tenaciously pointed out, the Carrier unilaterally implemented this interim agreement in accordance with Article IX authority. Therefore, the Carrier would be subject to the terms and conditions it issued on its own behalf. Moreover, it can clearly be seen that such constructive mileage conditions in the interim agreement were proffered as an offset to any potential WJPA benefits.

The Board recognizes that more than one (1) year has passed since implementation of the run. Consequently, it becomes almost impossible to roll back the clock and re-bid the assignments. The Engineers have now benefitted by 1 year of paid constructive miles of the new ID run. How one offsets any WJPA protection that might be due an employee by using this paid constructive mileage, and enhanced road overtime calculations, would be a difficult task at this junction. The Carrier recognizing that both parties contributed to the current status of this run, agreed to retain Sections 4 and 6, as currently implemented.

Award: The Board finds that the terms and conditions set forth in the Carrier's September 14, 1992; implemented proposal, including the two proposed Side Letters of Understanding, meet or exceed the provisions of Article IX of the May 19, 1986, National Award. Accordingly, those terms and conditions are adopted as the provisions of the new Interdivisional run between Fremont and North Platte, Nebraska.

/s/ Joseph P. Carberry
Joseph P. Carberry
Chairman and Neutral

/s/ R. E Dean
R. E. Dean
Organization Member

/s/ W S Hinckley
W. S. Hinckley
Carrier Member

Scottsdale, Arizona

November 22, 1999
Date

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INTERDIVISIONAL SERVICE: FREMONT/NORTH PLATTE

Pursuant to Article IX, "INTERDIVISIONAL SERVICE," of the May 19, 1986 BLE National Award, the parties have agreed to establish pool freight service between Fremont, Nebraska, and North Platte, Nebraska, subject to the following:

CONDITIONS

Section 1. Fremont Home Terminal. Fremont, Nebraska, shall be the home terminal for First Seniority District employees working in the Interdivisional Service created by this Agreement. North Platte, Nebraska, shall be their away-from-home terminal.

Section 2. North Platte Home Terminal. North Platte, Nebraska, shall be the home terminal for Second Seniority. District employees working in the Interdivisional service created by this Agreement. Fremont, Nebraska, shall be their away-from-home terminal.

Section 3. Miles of Run. Crews working in this Interdivisional Service will be allowed 244 miles eastbound and 247 miles westbound for a complete trip, except as provided in Section (4) below. Crews delivering complete trains to the Chicago and Northwestern on their trackage will be allowed five (5) additional miles.

NOTE 1: Mile Post 39 at Fremont will function as the arrival and departure point at that terminal.

Section 4. Employee Protection. In lieu of all benefits that may be provided in Section 7 of Article IX of the May 19, 1986 National Award, to any employee, the following is agreed to:

(a) Employees working in this ID service shall be allowed mileage for trips worked as follows:

September 14, 1992 to September 13, 1993	- 283 miles
September 14, 1993 to September 13, 1994	- 270 miles
September 14, 1994 to September 13, 1995	- 255 miles
September 14, 1995 and thereafter	- 244/247 miles

Section 5. Rate of Pay. The provisions of the current BLE National Agreement shall apply.

Section 6. Overtime. Overtime shall begin after the expiration of ten (10) hours on duty for employes hired prior to October 31, 1985, and in accordance with the PEB 219 National Implementing Agreement for employes hired subsequent to October 31, 1985.

Section 7. Transportation. Transportation will be provided in accordance with Section (2)(c) of Article IX of the May 19, 1986 National Award.

.... Reference Article IX Section (2)(c) 1986 National Award

- (c) When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the crew.

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

Section 8. Meal Allowance and Eating Enroute. Meal allowances and eating enroute will be governed by the current BLE National Agreement Sections applicable to each provision.

.... Reference Article VII – PEB 219

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

.... Reference Article IX Section (2)(e) 1986 National Award

- (e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

Section 9. 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

Section 10. Calls. At Fremont, Fremont home terminal employes will be called as nearly as possible two (2) hours before time required to report for duty if requested by the employe and they live in excess of 30 miles from Fremont.

Section 11. Pick Ups and Set Outs Enroute. It is recognized that crews working in the North Platte/Fremont Interdivisional Service may be required to make pick-ups and set-outs during their tour of duty.

Section 12. Extra Boards.

- (a) A combination road-yard extra board shall be established at Fremont to protect the service established by this agreement and to protect any other service on the First Seniority District between Fremont and Grand Island. The existing extra board at North Platte shall also be used to protect the service established by this Agreement.
- (b) If the Fremont or Council Bluffs extra board is exhausted, the other extra board shall be the next source of supply for vacancies that arise. This section does not eliminate existing extra boards at outside points but provides for the proper source of supply if those boards are exhausted for any reason.
- (c) The provisions of the standard Eastern District Guaranteed Extra Board Agreement shall be applicable to the Fremont Extra Board.

Section 13. Equalization of Work - Apportionment. These runs will be manned by First and Second District employes on the basis of the ratio of miles that the First and Second Seniority Districts, respectively, bear to the total miles of the run except, during the mileage attrition formula of Section 5, the equalization shall be as follows:

	<u>North Platte</u>	<u>Fremont</u>
September 14, 1992 to September 13, 1993	50	50
September 14, 1993 to September 13, 1994	52	48
September 14, 1994 to September 13, 1995	54	46
September 14, 1995 and thereafter	56	44

Section 14. Equalization of Work - Equalization. Equalization of crews shall reflect the appropriate percentages between the Fremont home terminal pool and the North Platte home terminal pool. The balancing of the appropriate percentages will be accomplished by the Carrier in accordance with current practices.

Section 15. Mileage Regulation. Pool freight crews working in this Interdivisional Service will be governed by the regulating factors of the current work rules agreement.

Section 16. Inclement Weather. During severe weather conditions, the Carrier will permit First District crews to use Carrier provided lodging at Fremont. In addition, if roads are impassable, the Carrier may run a rail shuttle to Fremont. Should the Carrier run a rail shuttle, it will permit employes to report to Council Bluffs to ride the shuttle. No additional miles will be allowed due to this Section.

Section 17. Effective Date. The Carrier shall give the General Chairman ten (10) days written notice of its desire to implement this Agreement.

Section 18. 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 16th day of September 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ Michael Young
M. A. Young
General Chairman, BLE

/s/ W. S. Hinckley
W. S. Hinckley
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

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

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323

Dear Sir:

This refers to Section 12 Extra Boards of the Fremont-North Platte Interdivisional Service Agreement.

The parties recognize that the creation of a Fremont Extra Board is on a trial basis to determine if it benefits both the employees and the Carrier with regard to the most productive use of employees.

Should either party determine that the Fremont extra board is not meeting their needs, it may be cancelled by giving thirty (30) days' written notice to the other party.

Yours truly,

/s/ W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

/s/ M.A. Young
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323

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

Dear Sir:

This refers to the Interdivisional Service Agreement governing service between North Platte and Fremont. During negotiations you expressed concern that employes in this service would be used by the Carrier to handle trains beyond Fremont and into Council Bluffs and that Council Bluffs crews would handle trains usually handled by Fremont crews making proper lineups difficult to maintain.

This is to confirm our understanding that crews will be used as follows:

1. Fremont-North Platte crews will not be used to handle trains into Council Bluffs.
2. The work of picking up and setting out enroute is not reserved to either pool (Fremont or Council Bluffs/North Platte) except as provided in (3) below.
3. Run through trains to or from the CNW at Fremont will be manned by Fremont-North Platte crews when rested and available. If none are rested and available, the Carrier may use Council Bluffs-North Platte crews to handle the traffic.

NOTE: This does not preclude the pick up/set out of cars or cuts of cars at Fremont by Council Bluffs-North Platte crews nor the picking up/setting out of entire trains if the power originates or terminates in Council Bluffs.

Should this properly reflect our understanding, please sign below.

Yours truly,

/s/ W. S. HINCKLEY

DIRECTOR - LABOR RELATIONS

I CONCUR:

/s/ M.A. Young

General Chairman, BLE

NORTH PLATTE – SOUTH MORRIL ID AWARD

NATIONAL MEDIATION BOARD

In the Matter of Arbitration Between
UNION PACIFIC RAILROAD COMPANY

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

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Decision Pursuant
TO ARTICLE IX
SECTION 4 OF THE

MAY 19, 1986
NATIONAL AWARD

ARBITRATION BOARD NO. 517

James L. Dayton, Union Arbitrator
W. Scott Hinckley, Carrier Arbitrator
Dana Edward Eischen, Neutral Arbitrator

APPEARANCES

For the Company: Geneva S. Dourisseau
Assistant Director-Labor Relations

For the Union: Michael Young
General Chairman-BLE UP/Eastern District

PROCEEDINGS

On December 12, 1990, the Carrier served a proposal in accordance with Article IX of the May 19, 1986 National Arbitrated Award to establish Interdivisional Service between North Platte, Nebraska and Northport, Nebraska and South Morrill, Nebraska.

The parties met in negotiations on December 19, 1990, January 14, 1991, February 6, 1991, and February 15, 1991 but were unable to enter into an agreement. The BLE raised a procedural objection to the Carrier's notice, and the Carrier served notice that it intended to implement its proposed run in accordance with Section 4 of Article IX. During the February 15, 1991, meeting the parties entered into an Agreement wherein the Carrier agreed not to implement as proposed and the Organization agreed to handle the matter to expedited arbitration. The parties agreed that only the terms and conditions of the run would be handled in arbitration, including whether current agreements would be carried forward to this proposed Interdivisional Service.

The Parties selected Dana Edward Eischen, Esq. to serve as neutral arbitrator and chairman of Arbitration Board No. 517. In accordance with the agreement to expedite the arbitration process, the Board convened a hearing in Las Vegas, Nevada on April 4, 1991. At that hearing both parties were represented and afforded full opportunity to present oral and documentary evidence in support of their positions. The record was closed at the conclusion of that hearing and the Board subsequently convened in Executive Session to render its Opinion and Award after study and deliberation upon the voluminous record.

ISSUE

Throughout these proceedings the Organization has argued and preserved the threshold question whether the service, proposed by the Carrier's Notice of December 12, 1990, actually is new Interdivisional Service between North Platte, Nebraska, and South Morrill, Nebraska, as contemplated by the terms and conditions of Article IX of the Award of Arbitration Award No. 458; or merely an attempt by the Carrier to impose the significantly more favorable conditions of Article IX of the Award of Arbitration Board No. 458 on a pre-existing Interdivisional Service Run.

If, arguendo, the Board determines that Carrier's Notice actually proposed new Interdivisional Service, then the substantive issue presented for arbitration is:

What are the appropriate terms and conditions of the Carrier's proposed Interdivisional Service between North Platte, Nebraska and Northport/South Morrill, Nebraska?

BACKGROUND

Trains presently move from North Platte, Nebraska to South Morrill, Nebraska along two different routes and are handled by three separate crews; each separate crew operating under separate and unique work rules. A brief recap of the routes and source of governing work rules are as follows:¹

(1) Crews operating North Platte to North Port or South Morrill via the North Platte Branch. This is the most direct route and is covered by an agreement dated July 18, 1984.²

(2) Crews operating in Interdivisional Service from North Platte to Cheyenne will handle cars destined for South Morrill from North Platte to Egbert, a point enroute. After cars are set out at Egbert, the crew either continues on to Cheyenne, Wyoming with remaining cars or deadheads to Cheyenne. These crews are governed by the Interdivisional Service Agreement of December 16, 1972.

(3) Crews headquartered in Cheyenne are deadheaded to Egbert, take the train to South Morrill, and are then deadheaded back to Cheyenne. These crews work under the general work rules found in the Collective Bargaining dated December 1, 1979.

A review of these separate agreements clearly indicates that the terms and conditions vary from Agreement to Agreement. This lack of uniformity might well be expected in contracts negotiated years apart.

DISCUSSION

At the outset, the Organization interposes objections to the substantive arbitrability of this dispute. The threshold question concerns whether the notice proposed by the Carrier merely is an extension or rearrangement of Interdivisional Service, upon which current conditions should be preserved. The Organization points out that an overwhelming majority of the trains will travel via the North Platte Branch, and argues forcefully that the terms and conditions specified in the Agreement dated July 18, 1984 should be carried forward to this proposal. The BLE cites Issue No. 3 of the Informal Disputes Committee of the 1986 National Arbitration Award in support of its position.

In Issue No. 3 of the 1986 National Arbitration Award, the Informal Disputes Committee ruled that existing interdivisional runs could be extended or rearranged for legitimate reasons. There is some dispute as to whether the July 18, 1984 Agreement is an Interdivisional Run Agreement; but the December 16, 1971 agreement, also involved in this service, is acknowledged by all parties as an Interdivisional Run Agreement. The Disputes Committee ruling, therefore, has application to this dispute. The ruling in Issue No. 3 basically provided for findings of fact to determine whether the Carrier's notice was "designed solely to obtain the more favorable conditions in the 1986 National Agreement."

This Board is mindful of Award No. 1 of Public Law Board No. 4372, which dealt with the same procedural question on another Carrier. That Award stated:

"The proposed interdivisional service is the proper establishment of a new interdivisional service. The proposed service is geographically distinguishable and different from any existing run by the added length and inclusion of Holyoke. Further,

² 1 The Board notes that in addition to the current operations, there have been temporary reroute agreements due to track work covering the movement of trains to South Morrill. These agreements were temporary in nature and by agreement between the parties entered into on a non-precedent basis and will not be considered in the formulation of this Award.

the process of operation will be substantially different. Moreover, the improvements in the line which allow swifter operations and thus, shorter runs, make the proposed service essentially a different operation because the transit time helps determine the character of the operation."

In this case, Carrier's proposal to have one pool headquartered at North Platte operate all trains to South Morrill, in lieu of the current method requiring an elaborate and costly crew handling process, constitutes a significant change in total operations. The proposed method of operation will be substantially different, as it will eliminate many deadheads and provide for more efficient operations. We conclude that Carrier's proposal in the present case is valid under the benchmark of Issue No 3. and, therefore, subject to the jurisdiction of this Board under Article IX, Section 4 of the May 19, 1986 National Award.

The Board has reviewed with care the terms and conditions proposed by both Parties, as well as the terms and conditions outlined in supporting Awards cited by each Party. We are convinced that, except where noted, terms and conditions set forth in National Agreements generally should be given precedence over those that substantially deviate from language mutually agreed to at the National Level of bargaining. Accordingly, we find and award that if Carrier establishes the proposed service, terms and conditions should be as indicated in the following attached Award.

AWARD OF ARBITRATION BOARD 517.

In the event the Carrier establishes interdivisional service between North Platte, Nebraska and South Morrill/Northport, Nebraska, the terms and conditions set forth below shall apply to such service:

1. Home Terminal - North Platte, Nebraska, shall be the Home Terminal for employees working in Interdivisional Service created by the Carrier's proposal.

(The Board notes that the Organization has protested strongly the establishment of a single home terminal for this proposed operation. However, considering the fluctuation in equalization of mileage which will be created by the operation, as well as the organizations arguments concerning possible temporary nature of the proposed operation, we find the method of equalization set down in Item 13 of this Award adequately and fairly resolves this matter without the need to rule regarding the propriety of moving or establishing home terminals.)

2. On and Off Duty Points - Northport shall be the off-duty point for crews working North Platte - Northport and South Morrill shall be the off-duty point for crews working North Platte - South Morrill via Gering or Egbert. Northport shall be the on-duty point for crews working Northport - North Platte and South Morrill shall be the on-duty point for crews working South Morrill - North Platte via Gering or Egbert.

NOTE: Employees working North Platte-Northport may be transported to either North Platte or the South Morrill lodging facility at the completion of the service trip to Northport.. Employees working Northport - North Platte may be transported to Northport from either North Platte or the South Morrill lodging facility prior to starting the service trip from Northport.

(Our primary rationale for this aspect of the Award may be found in a long line of grievance arbitration precedent addressing payments for transportation to and from lodging facilities distanced from the away-from-home on and off duty points, typified by NRAB Award 1-22879 by referee David Dolnick).

3. Miles of Run - Crews working in this Interdivisional Service will be allowed the following miles:

Between North Platte and Northport	- 122 miles
Between North Platte and South Morrill via Gering	- 166 miles
Between North Platte and South Morrill via Egbert	- 268 miles

NOTE 1: Mile Pole 162.1 at South Morrill will function as the arrival and departure point at that location for trains operating from/toward the direction of Egbert.

NOTE 2: Mile Pole 157.0 at South Morrill will function as the arrival and departure point at that location for trains operating from/toward the direction of Gering.

NOTE 3: Mile Pole 112.5 at Northport will function as the arrival and departure point at that location.

4. Rate of Pay - The provisions of the May 19, 1986 Arbitration Award No. 458 and as amended by future National Agreements shall apply.
5. Overtime –
 - (a) Engineers on the roster on the date of this Award will be allowed overtime on the route via Egbert after 12 hours on duty and on the route via the North Platte Branch after 10 hours on duty unless the National Agreement provides for a more favorable overtime.

(It should be evident that the above is a compromise between the positions taken by each party. Although the threshold issue was resolved in favor of Carrier, the Organization made a colorable showing that the change may be temporary in nature. If, arguendo, such were the case, Carrier will have acquired the "more favorable conditions" of Article IX of the Award of Arbitration Board No. 458 should the operation return fully to the direct North Platte to-South Morrill route. The Board remained cognizant of this contingency in crafting reasonable and practical terms and conditions regarding overtime which deviate somewhat from those set forth in the National Agreement. Changes in the basic day at the National level have also had an impact on the overtime divisor which will change yearly.

Both parties presented compelling arguments in support of their positions and the Board obviously found merit in aspects of each presentation on this volatile issue. In fashioning an Interdivisional Agreement as a Board of Interest Arbitrators, we have the power to impose a compromise solution which is at once reasonable, practical and equitable. Due to the unique facts of this case, the terms of this section are a fair and equitable compromise method of determining overtime, but without precedent to other Interdivisional Service proposals.)

(b) Engineers establishing seniority dates on the applicable rosters after the date of this Award will be allowed overtime on any route in accordance with the overtime divisor established by the then current National Agreement.

6. Transportation - When a crew is required to report for duty or is relieved from duty at a point other than the on and off duty points fixed for the service established hereunder, the Carrier shall authorize and provide suitable transportation for the crew.

"NOTE: Suitable transportation includes Carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

(In these sections the Board has adopted without modification the language appearing in Article IX Section 2 of the May 19, 1986 National Award.)

7. Meal Allowance and Eating Enroute –

(a) On runs established hereunder crews will be allowed a \$4.15 meal allowance after 4 hours at the away from home terminal and another \$4.15 allowance after being held an additional 8 hours.

(In these sections the Board has adopted without modification the language appearing in Article IX Section 2 of the May 19, 1986 National Award.)

(b) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop and eat, crew members shall be paid an allowance of \$1.50 for the trip.

8. 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.

9. Employee Protection - Article IX, Section. 7 of the May 39, 1986 National Arbitration Award provides for protective benefits for employees adversely affected as a result of the application of this new I.D. Service. In light of the unique service-being instituted, the Board directs the partisan members to develop basic implementing conditions for the guidance of those who may be adversely affected.

This Board shall retain jurisdiction of this Section, and, if an implementing agreement for Section 7 of Article IX of the May 19, 1986 National Arbitration Award is not reached within 30 days, the matter will be decided by the Board.

10. Pick Ups and Set Outs Enroute - Crews working in this Interdivisional Service may be required to make pick-ups and set-outs during their tour of duty. They shall be governed by the provisions of Article VIII Section 1 of the May 19, 1986 National Arbitration Award if yard crews are on duty at points where such movements are made.

11. Extra Boards –

(a) A guaranteed extra board shall be established at South Morrill, Nebraska. The extra board shall be governed by the October 25, 1985 Guaranteed Extra Board Agreement entered into by the parties, to cover Fourth District Engineers.

(b) Extra work in unassigned short turnaround service, irregular branch line service, turnaround service, unassigned branch line service, short straightaway service, relief service, and other unclassified services shall be manned by the South Morrill extra board as follows:

1. Between South Morrill and Sidney on the west side of South Morrill; and
2. Between South Morrill and M.P. 112.5 at Northport on the east side of South Morrill.
3. Work train service between M.P. 0 and M.P. 145.9 on the North Platte Branch that is operated by extra board employees will be manned by the North Platte extra board.

(c) Should the South Morrill Extra Board be exhausted, the Cheyenne Extra Board shall be used as the first source of supply prior to using pool freight crews at the away-from-home terminal of South Morrill.

Nothing in this Section prevents the use of pool freight crews from being deadheaded to a train and taking it on to the far terminal.

12. Apportionment of Work - Fourth District employees will be entitled to the number of miles (155) run between Sidney and South Morrill via Egbert as set forth in Section 13 below.

13. Equalization of Work - Due to the unique set of facts in this case which provides for two routes to be used and a constantly varying number of miles per month run over the Fourth District, Equalization shall be handled as follows:

(a) Assignments at North Platte shall be available only to Third District employees.

(b) Assignments on the Extra Board at South Morrill shall be available only to Fourth District Employees.

1. The Carrier shall provide to the Local Chairmen by the tenth of each month the number of trains run via Egbert the previous calendar month. At the end of every three calendar months the miles shall be calculated for equalization using the number of train miles run between Sidney and South Morrill. These miles shall first be offset against any South Morrill extra board miles paid for in the same time period.

The mileage due the Fourth District shall be equalized using the Cheyenne-North Platte Interdivisional Pool. The Fourth District Local Chairman and the Carrier shall determine whether the equalization shall be accomplished through the use of the existing Extra Board or through an addition to the pool. This should be based on the number of miles owed.

Example (1): During the 90-day time period, 10,800 train miles were run between Sidney and South Morrill. The extra board at South Morrill was paid 10,800 miles resulting in no miles being owed the Fourth District.

Example (2): During the 90-day time period, 14,000 train miles were run between Sidney and South Morrill. The extra board at South Morrill was paid 10,800 miles resulting in 3,200 miles owed the Fourth District. This would equate to 7.0 round trips in the North Platte - Cheyenne Interdivisional Pool. (7.3 round trips rounded off to the nearest full round trip.)

2. If the number of miles is less than the number of miles paid to the South Morrill Extra Board, no equalization shall be due the Third District.

(Due to the potential for a Fourth District employee moving to North Platte and then being unable to hold at that location due to mileage equalization it is decided that the above method, though unique, it; a fair and equitable manner of equalization without the need to relocate employees to a new home terminal, thus disposing of that disputed

issue. The use of the North Platte Cheyenne pool is warranted because that pool currently handles trains to Egbert that are destined for South Morrill.)

14. Mileage Regulation –

(a) The pool shall be regulated based on 11 starts per month out of the home terminal. Adjustments shall be made semi-monthly. As in mileage regulations this provision does not create a guarantee of 11 starts, per turn per month and does not create a basis for time claims but will be used by the parties in the regulation of the number of turns in the pool.

(The Board recognizes that this is a unique method of pool regulation but finds that the special situation presented warrants a unique solution. This pool has three different mileage factors, with the further complication that the May 19, 1986 National Arbitration Award provides for differing pay provisions involving deadheads and arbitraries. Due to the wide range of mileage potential, the Board believes that starts per month offers a more equitable method.)

(b) The Board will retain jurisdiction for up to (15) months from the implementation date of this Award for possible review based upon experience under this mileage regulation formula. This is not meant to fix an open-ended review and will be available only for a three-month period following the first anniversary of the implementation date of this Award. Thus, after one year from the date of the implementation of this Award, either party may request such a review of this provision. Failure to request a review within the three-month period following the anniversary date will result in this Section becoming permanent.)

15. Miscellaneous Provisions –

(a) As there are other issues not addressed by either party in writing, the Basic Interdivisional Service Agreement dated December 16, 1971 will apply if not in conflict with the terms and conditions set forth in this Award.

(b) Because of the unique conditions inherent in this case, the Board views this Award as applicable only to the December 12, 1990, proposed service.

(c) Carrier must give the Organization twenty (20) days notice prior to implementation.

/s/ Dana Edward Eischen

Dated at Ithaca, New York on April 12, 1991

W. S. Hinckley
Carrier Member
Date: April 26, 1991

J. L. Dayton
Employee Member
Date: April 26, 1991

IMPLEMENTING CONDITIONS
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The parties have met in accordance with Section 9 of the Award of Arbitration Board No. 517 dated April 12, 1991. As a result of that Award the parties have agreed to the following conditions for the implementation of the employee protective benefits set forth in the Award:

(1) All Engineers in the current North Platte - South Morrill/North Port pool from the date of the Award (April 12, 1991) until the implementation date of the Award shall be certified as being an "affected" employee as pertains to Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936.

NOTE: The above does not limit who may be an "affected" employee and other employees may claim protection through the normal process as provided in the Washington Job Protection Agreement.

(2) Employees certified in Section (1) will use their 1990 W-2 income statement to determine the protected rate exclusive of any expense money, meals, lodging, separation money from other crafts and any other non-compensated service money, but would include vacation pay for train or engine service.

(3) Employees not certified in Section (1) who are determined to be affected shall have their twelve month protected period determined by the appropriate Section of the Washington Job Protection Agreement.

(4) Employees certified in Section (1) will not be required to bid from the North Platte-South Morrill/North Port pool to retain their protected rate. However, if they leave the pool for any reason they will then be required to place on the highest-rated position available or be treated as such.

(5) The protected rate will be based on a monthly dollar amount only and will not involve hours worked. The offset for layoffs will be based on actual earnings lost.

Length of Service for determining the number of years of protection coverage shall include both Train and Engine Service and will be subject to a maximum of six years. A protected Engineer cut back to train service shall have their trainman earnings be used as an offset to their Engineer's protective allowance. An employee shall be allowed a protective allowance in only one craft and no duplicate benefits shall be permitted.

(6) There are no required change of residences as a result of this agreement.

(7) The Carrier shall provide a form for all employes to use when claiming protective benefits. The Form shall be used monthly and must be filed within 60 days from the end of the month-claimed.

(8) Unless modified above Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement as modified by Section 7 of Article IX of the May 19, 1986 National Arbitration Award shall apply.

(9) The foregoing terms and conditions shall fulfill the requirements as directed in Section 9 of the Award of Arbitration Board No. 517. This is without precedent or prejudice to either parties' positions concerning Article IX of the May 19, 1986 National Arbitration Award and shall not be cited by either party in any other negotiations or disputes.

Signed at Omaha, Nebraska, this 7th day of May, 1991.

/s/ J. L. Dayton
Vice President -
Organization Board Member

/s/ W. S. Hinckley
Director - Labor Relations
Carrier Board Member

APPENDIX C - EMPLOYEE BENEFITS

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

a) Covered Conditions:

This Article is intended to cover accidents involving employees covered by this Agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are

- 1) deadheading under orders or
- 2) being transported at carrier expense.

.... Reference 2003 National Agreement Article IX

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

.... Reference 2003 National Agreement Article IX

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to

the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- 1) Intentionally self-inflicted injuries, suicide or any attempt there at, while sane or insane;
- 2) Declared or undeclared war or any act thereof;
- 3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- 4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- 5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- 6) While an employee is commuting to and/or from his residence or place of business.

e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment there under shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after July 1, 1969.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of March 10, 1969 (employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

g) Savings Clause

This Article IV supersedes as of July 1, 1969 any agreement providing benefits of a type specified in Paragraph (b) hereof under the conditions specified in Paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by June 2, 1969, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

EMPLOYEE INFORMATION

1975 NATIONAL AGREEMENT

ARTICLE IV - EMPLOYEE INFORMATION

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairman.

APPLICATION FOR EMPLOYMENT

1978 NATIONAL AGREEMENT

ARTICLE VII - APPLICATION FOR EMPLOYMENT

Section 1 - Probationary Period

Applications for employment will be rejected within sixty (60) calendar days after seniority date is established, or applicant shall be considered accepted. Applications rejected by the carrier must be declined in writing to the applicant.

Section 2 - Omission or Falsification of Information.

An employee who has been accepted for employment in accordance with Section 1 will not be terminated or disciplined by the carrier for furnishing incorrect information in connection with an application for employment or for withholding information there from unless the information involved was of such a nature that the employee would not have been hired if the carrier had had timely knowledge of it.

JURY DUTY

.... Reference 1971 National Agreement ARTICLE X

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) ~~An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.~~
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973, except that existing rules on individual properties may be retained by the organizations in lieu of this rule by the General Chairman or General Chairmen giving written notice to the carrier or carriers involved at any time within ninety days after the date of this Agreement.

.... Reference 1978 National Agreement ARTICLE V

Effective fifteen (15) days after the date of this Agreement, Article X of the May 13, 1971 Agreement is amended to read as follows:

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed. The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (2) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

BEREAVEMENT LEAVE

Excerpt from 1978 National Agreement

ARTICLE XI - BEREAVEMENT LEAVE

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner.

401-K THRIFT PLAN AGREEMENT

AGREEMENT

between
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

401-K RETIREMENT THRIFT PLAN

- (1) Consistent with all applicable laws, the Carrier will offer to eligible employees covered by this Agreement a 401-K Retirement Thrift Plan subject to the following conditions:
 - (a) The plan will be the existing Union Pacific Employee 401-K Retirement Thrift Plan which was effective July 1, 1990.
 - (b) Employee participation in the Plan is voluntary.
 - (c) Employees may contribute to the Plan by use of payroll deduction.
 - (d) The Plan is non-contributory on the Carrier's part but the Carrier will pay the administrative costs of the Plan.
 - (e) An eligible employee is defined as an employee in active service with one (1) year or more of continuous service with the Carrier.
- (2) This Agreement is effective January 1, 1993.
- (3) This Agreement may be changed only by the mutual consent of the parties.
- (4) Signed at Omaha, Nebraska, this 14th day of August, 1992.

/s/ Michael Young
General Chairman

/s/ W. S. Hinckley

WAGE DEDUCTION FOR UNION DUES AND INSURANCE

AGREEMENT between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The Brotherhood of Locomotive Engineers (hereinafter called the "Brotherhood") has requested that the Union Pacific Railroad Company, Eastern District (hereinafter called the "Carrier") withhold and deduct from the wages of such of its employees in engine service (road and yard), who are members of the Brotherhood, periodic membership dues and insurance premiums and to pay over to the Brotherhood the amounts so deducted and withheld, less amounts deducted as provided by Section 4.

IT IS AGREED:

Section 1. The Carrier shall, subject to the terms and conditions of this agreement, withhold and deduct sums for uniform monthly membership dues and insurance premiums due the Brotherhood from the wages due and payable to employees in engine service (road and yard) who are members of the Brotherhood and who have so authorized the Carrier by signed authorization, in the form set forth in Exhibit A, attached hereto and made a part hereof. The authorization shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Revocation of authorization shall be on the form specified in Exhibit B attached hereto and made a part hereof, and both the authorization: and revocation of authorization forms shall be reproduced and furnished as necessary by the Brotherhood without cost to the Carrier.

The Brotherhood shall assume the full responsibility for the procurement and proper execution of said forms by employees, and for the delivery of said forms to the Carrier. Revocation of authorization forms shall be delivered to the Carrier not later than the 15th day of the month in which the termination of deduction is to become effective.

Section 2. The Secretary-Treasurer of the BLE Division of which the employee is a member shall furnish to the Carrier, not later than August 15, 1959 a certified statement showing in alphabetical order, the name of each member, the aggregate amount of current monthly dues and insurance premiums for each member who has signed the authorization form herein referred to, and which signed authorization has been filed with the Carrier or attached to the aforementioned list and, subsequently, not later than the 15th day of each month, furnish a certified statement showing information as mentioned above for such members who have been added or deleted from the initial list, or any change in the uniform monthly dues and insurance premiums. If no changes are to be made in a current month, the Secretary-Treasurer of the BLE Division will advise the Superintendent accordingly, not later than the 15th day of each month.

Section 3. Deductions will be made from the wages earned in the last period of the month in which the aforementioned certified statement is furnished to the Carrier. The following payroll deductions will have priority over deductions in favor of the Brotherhood as covered by this agreement:

- a. Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments and any other prior liens which the Carrier must respect.
- b. Amounts due the Carrier.
- c. Union Pacific Railroad Employees Hospital Association.

If the earnings of the employee are insufficient, after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction for dues and insurance premium on behalf of the Brotherhood shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deductions made hereunder shall be made only on the regular payroll. No deductions shall be made from special payrolls or from time vouchers. Responsibility of the Carrier under this agreement shall be limited to remitting to the Brotherhood amounts actually deducted from the wages of employees pursuant to this agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues or insurance premiums from employees who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. The Carrier will make such remittance not later than the 25th day of the month following the month from which the deduction is made. The Carrier will at the time of such remission furnish the Secretary-Treasurer of each BLE Division with a list of the employees from whom deductions were made showing the amount of such deductions.

.... Reference agreement dated 02/10/1965

"In consideration of the service described above and to pay for the expense of administration, the Carrier shall retain from the sum of all deductions made in each month twelve (12) cents per member from whom the deduction is made in such month and will remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the balance due the Brotherhood of the amount deducted from the wages of the members."

.... Reference LOU dated 12/24/1973

"The Carrier shall remit to the Secretary-Treasurer of each BLE Division of the Brotherhood the amount deducted from the wages of the members. The Carrier will make such remittance not later than the 25th day of the month following the month from which the deduction is made. The Carrier will at the time of such remission furnish the Secretary-Treasurer of each BLE Division with a list of the employees from whom deductions were made showing the amount of such deductions."

Section 5. No part of this agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employee; and no part of this or any other agreement between the Carrier and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

Section 6. Except for remitting to the Brotherhood monies deducted from the wages of employees, the Brotherhood shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of its employees for or on behalf of the Brotherhood.

Section 7. This agreement is subject to the express agreement of the parties hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party hereto to relieve the other party hereto from complying with any provision of this agreement which may be in conflict with or violate any applicable state or federal law now in existence or enacted during the term hereof.

Section 8. This agreement shall become effective August 1, 1959 and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended:

Signed at Omaha, Nebraska, this 25th day of May, 1959.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR UNION PACIFIC
RAILROAD COMPANY

/s/ F. D. Sampier
General Chairman

/s/ C. H. Burnett
General Manager, Eastern District

APPENDIX D – VACATIONS

VACATION AGREEMENT CONSOLIDATION

SECTION 1

(a)

.... Reference 1971 National Agreement Article IX Section 1

- (a) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

.... Reference 1996 National Agreement Article V Section 2

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification

for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

.... Reference Vacation Agreement Administration Modifications dated 07/28/2004

CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation - week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

(b)

.... Reference 1971 National Agreement Article IX Section 1

- (b) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three

hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

.... Reference 1996 National Agreement Article V Section 2

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

.... Reference Vacation Agreement Administration Modifications dated 07/28/2004

CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation -week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

(c)

.... Reference 1982 National Agreement Article III

- (c) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eight or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said eight or more years of continuous service renders service of not less than one thousand two hundred and eighty (1280) basic days in miles or hours paid for as provided in individual schedules.

.... Reference 1996 National Agreement Article V Section 2

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

.... Reference Vacation Agreement Administration Modifications dated 07/28/2004

CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation -week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of

the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

(d)

.... Reference 1982 National Agreement Article III

- (d) Effective January 1, 1982, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having seventeen or more years of continuous service with employing carrier will be qualified for an annual vacation of four weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said seventeen or more years of continuous service renders service of not less than two thousand seven hundred and twenty (2720) basic days in miles or hours paid for as provided in individual schedules.

.... Reference 1996 National Agreement Article V Section 2

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.

- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

.... Reference Vacation Agreement Administration Modifications dated 07/28/2004

CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation -week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

(e)

.... Reference 1971 National Agreement Article IX

- (e) Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the

said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

.... Reference 1996 National Agreement Article V Section 2

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

NOTE: In the application of Section 1(a), (b), (c), (d) and (e), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the effective date of the respective provisions hereof, for extended vacations shall not be changed.

.... Reference Vacation Agreement Administration Modifications dated 07/28/2004

CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation -week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.
- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

(f)

.... Reference 1971 National Agreement Article IX

(f) (Not Applicable)

(g)

.... Reference 1996 National Agreement Article V Section 2

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
-

(h)

.... Reference 1982 National Agreement Article III

- (h) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing three hundred twenty (320) basic days under Section I(b), one thousand two hundred and eighty (1280) basic days under Section I(c), two thousand seven hundred and twenty (2720) basic-days under Section I(d), and four thousand (4000) basic days under Section I(e).

NOTE The section number references in previous paragraph refer to qualifying factors for one, two, three and four weeks of vacation in 1982 National Agreement they correspond to paragraphs (a), (b), (c), and (d) in this Appendix section

.... Reference 1971 National Agreement Article IX

- (i) Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.
- (j) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1 (a) , (b) , (c) , (d) or (e) and (j) hereof.

- (l) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (d) or (e) and (j) hereof.

.... Reference 1996 National Agreement Article V Section 2

- (g) Existing rules and practices regarding vacations not specifically amended by this Section, including (but not limited to) scheduling of vacations, shall continue in effect without change.

.... Reference 1971 National Agreement Article IX

SECTION 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

- (a) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).
- (b) Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Yard Service

- (1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for

each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

- (2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

SECTION 3

Vacations, or allowances therefore, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation or more than the maximum number of days provided for in any of such schedules.

SECTION 4

Time off on account of vacation will not be considered as time off account employees' own accord under any guarantee rules and will not be considered as breaking such guarantees.

SECTION 5

The absence of an employee on vacation with pay, as provided in this Agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

SECTION 6

Vacations shall be taken between January 1st and December 31st however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees

will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

SECTION 7

- (a) Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.
- (b) After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

SECTION 8

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

SECTION 9

.... Reference 1971 National Agreement Article IX Section 2

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

SECTION 10

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property ant either the carrier or the

organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organization signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any dispute or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

SECTION 11

This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949-December 31, 1949.

SECTION 12

This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

SECTION 13

This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

SECTION 14

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

1949 MEMORANDUM

In computing basic days in miles or hours paid for, as provided in Section 1 of said

agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1-1/4 basic days.
3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1-3/4 basic days.
4. An employee in yard service working 12 hours will be credited with 1-1/2 basic days.
5. An employee in freight service, runaround and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip -	150 miles
2nd -	140
3rd -	120
4th -	150
5th -	160
Total -	700

will be credited with seven basic days.

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.
9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours will be credited with 1 basic day.
10. An engineman in short turnaround passenger service makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
11. A trainman in short turnaround passenger service makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short turnaround passenger service makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1-1/8 basic days.

13. An employee in freight service, deadheading, is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held away-from-home terminal rule will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

INTERPRETATION OF CONTINUOUS SERVICE
PROVISIONS OF
SECTION 1 OF VACATION AGREEMENT

In the granting of vacations subject to agreements held by the five operating organizations, service rendered for the carrier will be counted in establishing five or fifteen or more years of continuous service, as the case may be, where the employee transferred in service to a position subject to an agreement held by an organization signatory to the April 29, 1949 Vacation agreement, provided there was no break in the employee's service as a result of the transfer from a class of service not covered by an agreement held by an organization signatory to the April 29, 1949 Agreement. This understanding will apply only where there was a transfer of service.

This understanding will apply commencing with the year 1956 but will also be applicable to claims of record properly filed with the carrier on or after January 1, 1955, for 1955 vacations and on file with the carrier at the date of this understanding. No other claims for 1955 based on continuous service will be paid. Standby agreements will be applied according to their terms and conditions for the year 1955.

VACATION AGREEMENT – EASTERN DISTRICT DATED 06/19/1986

2210-1
140.80-5

AGREEMENT

between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

VACATION AGREEMENT - EASTERN DISTRICT

Section 6 of the National Vacation Agreement effective July 1, 1949 reads as follows:

"Vacations shall be taken between January 1st and December 31st however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed."

In applying Section 6 of the National Vacation Agreement quoted above, IT IS AGREED:

PART I

SCHEDULING VACATIONS

1. As soon as practicable prior to beginning of the vacation year Superintendent shall determine in accordance with the National Vacation Agreement the vacation entitlement of employes covered by this agreement: ("Vacation Year" as used in this agreement is the calendar year beginning January 1.)
2. The classification of employes (Engineer or fireman), for the purpose of selecting vacation periods, shall be determined by the grade of service (Engineer or fireman) to which they are regularly assigned at noon on November 15th prior to the vacation year.
3. A list of Engineers eligible for vacation, showing the number of weeks for which eligible, shall be prepared in seniority order for each seniority district and a copy furnished the Local Chairman of the Brotherhood of Locomotive Engineers.

4. Local officers and Local Chairmen, consistent with requirements of the service, shall determine the maximum number of Engineers on each seniority district who can be granted vacation during each week of the vacation year. If consistent, all weeks in the vacation year shall be used when scheduling vacations.
5. Engineers in each seniority district shall be given the opportunity in seniority order to select vacation period, or vacation periods, of one or more weeks with the number of vacation periods selected not to exceed the total number of full weeks of vacation entitlement.
6. When Engineers fail to select their vacation period (periods) they shall be assigned vacation period (periods) by local officers and Local Chairmen.

PART II

ADVANCING AND/OR DEFERRING VACATION PERIOD (PERIODS)

After vacation schedules have been prepared in accordance with Part I above, Engineers may advance and/or defer vacation period (periods) subject to the following:

1. Subject to Paragraph 4 of Part I of the agreement, vacation periods of one or more weeks may be advanced and/or deferred. In the event the number of Engineers requesting to advance and/or defer their vacation to a particular period exceeds the maximum number determined under Paragraph 4 of Part I of this agreement, seniority shall prevail.
2. When a vacation period of one week or more is advanced or deferred under the provisions of Paragraph 1 of this Part II the Engineer shall specify the vacation period he is advancing or deferring.
3. Gaps in the vacation schedule caused by advancing or deferring vacation periods shall be filled by the senior employe making written application therefore subject to the limitations set forth in Paragraph 1 of the Part II.
4. Employes who desire to advance or defer a vacation period (periods) in accordance with this Part II must make written application at least 7 days in advance of the requested vacation.
5. Notwithstanding the maximum number as determined in Paragraph 4 of Part I of this agreement, if it is found there is a surplus of men during any vacation period, employes desiring vacation during such period may be relieved at their request with the approval of the officer in charge, with preference given to senior men.

PART III

SPLITTING VACATIONS

1. Engineers who are qualified for a vacation of two, three, four, or five weeks with pay under the provisions of the Vacation Agreement of April 29, 1949, as amended, will, upon written request: to the officer in charge, and subject to his approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as follows:
 - (a) Engineers who are qualified for a two weeks' vacation may take their vacation in two installments of one week each.
 - (b) Engineers who are qualified for a three weeks' vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three week installments of one week each.
 - (c) Engineers who are qualified for a four week vacation may take their vacation in four installments of one week each or combinations of one week, two weeks, and/or three week installments not to exceed a total of four weeks vacation, and provided Extra Engineers are available for relief.
 - (d) Engineers who are qualified for a five-week vacation may take their vacation in five installments of one week each or combinations of one week, two weeks and/or three weeks and/or four weeks, not to exceed a total of five weeks vacation, and provided Extra Engineers are available for relief.
 - (e) Vacations taken in installments in accordance with subsections (a), (b) or (c) of this Part III must be taken in advance of the individual employee's scheduled vacation period as established by the provisions of the December 30 Agreement.
 - (f) Vacation periods may not be deferred, except as provided in Part II.
 - (g) When a portion of the employee's vacation has been taken in installments under Paragraphs (a), (b), (c) and (d) of this Part and when portions of an employee's vacation have been advanced in accordance with Part II of this Agreement, all remaining portions of the employee's vacation must be commenced on the first date set in the original vacation schedule, except as provided in subsection 2(a) of this Part.

2.
 - (a) Employees who, because of preference seniority, have been scheduled and assigned a vacation period on the official vacation schedule for the last four weeks in December and who advance only a portion of their vacation (one, two or three weeks as the case may be) under the terms of Parts II and III of this Agreement, will commence and complete the remaining, portion of their scheduled vacation in the month of December. The final or last two or three weeks of December, as may be the case, will be reserved to such seniority employees. This exception for taking the remaining portion of a scheduled vacation shall not apply to any other employees nor to any other vacation period in the calendar year.

- (b) The Company shall assume no additional expense in granting vacations in installments under this Agreement.
- (c) Subject to the provisions of subsections 1(?) and 2(b) of Part III of this Agreement, employes working at outside points where extra boards are not maintained shall be privileged to take their vacations in installments: provided, however, that where deadheading is involved the following regulations shall apply:
 - (i) Deadhead payments under this split vacation arrangement shall be limited to one round trip and such payments shall be allocated as follows:
 - a. Except as provided in subsection 2 of this Section (c), the first relief employe to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employes to an outside point to protect either the second, third or fourth installment of a vacation shall not be paid for.
 - b. The last relief employe to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.
 - c. Intervening deadhead trips to and from outside points which occur between the first and last installment under this split vacation arrangement shall not be paid for.
 - (ii) Deadhead movements under this Vacation Agreement shall not be paid for if they are otherwise not payable, such as deadhead movements occasioned by and coupled to mileage regulations.
 - a. Employes who have made written application to take their vacations in installments and have received permission to do so, will submit time return to the timekeeper for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken.
 - b. Employes at outside points who elect to take their vacations in installments shall advise engine dispatchers, timekeepers and others of the precise conditions for which such vacations are requested. Time allowances for deadhead trips will not be made until all supporting data has been furnished and checked.
 - c. An employe who has been absent from service account sickness or for personal reasons not less than seven (7), fourteen (14), twenty-one (21), and/or twenty-eight (28) days and who desires to allocate such absence's against any vacation periods due must, at the time

he returns to service, notify the engine dispatcher or other designated representative of the Carrier that such absences from service are to be charged against vacation periods as may be due.

PART IV

ACCELERATING AND DELAYING

STARTING DATE OF VACATION

1. Except as otherwise provided in this Part IV, vacation periods shall begin at 12:01 A.M. on the 1st, 8th, 16th or 23rd of each month of the year.

2.

(a) When an Engineer receives compensation chargeable to the day his vacation is scheduled to begin, his vacation shall begin at 12:01 A.M. on the following day.

This Paragraph 2(a) shall be applied as follows:

EXAMPLE 1 - An Engineer is scheduled to begin his vacation on August 1st. On July 31st he is called at the far terminal at 10:00 P.M., and arrives at the home terminal at 3:00 A.M., on August 1st. The Engineer shall be considered as having begun his vacation at 12:01 A.M., August 1st.

EXAMPLE 2 - An Engineer is scheduled to begin his vacation on August 1st. On August 1st he is called at the far terminal at 12:01 A.M., and arrives at the home terminal at 5:10 A.M., on August 1st. The Engineer shall be considered on vacation at 12:01 A.M., August 2nd.

(b)

i. An Engineer in road service may accelerate his assigned vacation period to commence on any day following completion of his final trip prior to the assigned starting date of his scheduled vacation period.

EXAMPLE - An Engineer whose vacation is scheduled for May 8th reports for his final trip at the far terminal on May 4th and ties up at the home terminal on May 5th. Such Engineer may advance his vacation period to commence on May 5, 6 or 7.

Note. In this example the vacation may be advanced to May 5th inasmuch as the final trip commenced May 4th and no earnings would be credited to May 5th.

ii. To avoid loss of a round trip an Engineer may return to service on the final day of his vacation period when the turn to which he is assigned will be called at the home terminal on that date.

- iii. Vacations must be taken at the home terminal and shall commence at 12:01 A.M. on the date specified by the Engineer, provided no compensation is credited to the date selected.
 - iv. Notice of intent to advance an assigned vacation period must be given to the crew dispatcher or other designated Company representative.
 - v. The number of scheduled days in a vacation period shall not be extended nor reduced nor otherwise affected when an Engineer accelerates the vacation period or performs service on the final day of a vacation period under the provisions of this Part IV 2(b).
- (c) Engineers regularly assigned to a 5-day work week yard assignment may commence their vacation on the 1st day of their work week immediately preceding or following the 1st, 8th, 16th or 23rd day of the month.

PART V

MISCELLANEOUS

1. The Company shall assume no additional expense in granting vacations in multiple periods, advancing and/or deferring vacation periods or accelerating or delaying starting date of vacation periods.
2. Subject to the provisions of Paragraph 1 of this Part V, when an employe working at an outlying point is relieved when taking his vacation and such relief results in the deadheading of an employe or employes, the following shall apply:

Deadhead payments under this agreement shall be limited to one round trip and such payments shall be allocated as follows:

 - i. Except as provided in Paragraph (iv) below the first relief employe to deadhead to the outlying point to protect the first installment of a vacation shall be allowed deadhead pay to the outlying point. Deadhead trips
 - ii. Except as provided in Paragraph (iv) below the last relief employee to return from an outlying point after the last installment of a vacation has been taken shall be allowed deadhead pay from the outlying point.
 - iii. Intervening deadhead trips to and from outlying points which occur between the first and last installment under this agreement shall not be paid for.
 - iv. Deadhead movements under this agreement shall not be paid for if they are otherwise not allowable, such as deadhead movements occasioned by and coupled to mileage regulations, exercise of, seniority etc.
- 3.

NOTE: (This paragraph revised by 1992 Split Vacation Agreement and is not reproduced herein.)

4. It is understood that the official vacation schedule establishes no guarantee that an employee shall receive the vacation scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employees. The right of the Company to withhold employees from scheduled vacations is recognized and, where that is done, the employee shall be allowed pay in lieu thereof, as provided for in the National Vacation Agreement.

This Agreement is effective for vacation year beginning January 1, 1987 and shall remain in effect until terminated effective January 1 of any calendar year by service by a 90-day written notice by either party upon the other.

This Agreement supersedes all conflicting agreements including the following, which agreements shall be reinstated if this Agreement is terminated:

- (1) Agreement of December 30, 1964, "Vacation Schedules"
- (2) Agreement of December 31, 1965, "Advancing and(Deferring Vacation Periods"
- (3) Agreement of April 22, 1968, "Advancing and Deferring Vacation Periods"
- (4) Agreement of September 13, 1971 about vacations for Yard Engineers occupying 5-day work week assignment
- (5) Agreement of March 22, 1972, "Pool Freight Service"
- (6) Agreement of May 30, 1972, "Advancing or Deferring Vacation Periods -- Five Day Work Week Yard Engineers"
- (7) Agreement of October 15, 1974 about vacations for the First Seniority District

Dated at Omaha, Nebraska, this 19th day of June, 1986.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E. G. Becker
E. G. Becker
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ W. E. Naro
W. E. Naro
Director-Labor Relations/ED

SPLIT VACATION AGREEMENT DATED 10/23/1992

2210.60-1
140.80-5

Agreement

between the

**UNION PACIFIC RAILROAD COMPANY
and**

BROTHERHOOD OF LOCOMOTIVE ENGINEERS (BLE)

SPLIT VACATION AGREEMENT

To provide for an alternate method of scheduling vacation entitlements for Engineers.

IT IS AGREED THAT:

- A. Engineers who are qualified for a vacation of two, three, four or five weeks, with pay, under the provisions of the Vacation Agreement of April 29, 1949, as amended, will, in accordance with the various scheduling provisions of the Road and Yard Vacation Agreement, and subject to approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as outlined below:
1. Engineers who are qualified for two weeks' vacation may take their vacation in two installments of one week each.
 2. Engineers who are qualified for a three-week vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three installments of one week each.
 3. Engineers who are qualified for a four-week vacation may take their vacation in four installments of one week each or in combinations of one week, two weeks, and/or three week installments, not to exceed a total of four weeks' vacation.
 4. Engineers who are qualified for a five-week vacation may take their vacation in five installments of one week each or combinations of one week, two weeks, three weeks, and/or four week installments, not to exceed a total of five weeks' vacation.
 5. Employees who are in yard service, regularly assigned or extra board, will be allowed to take up to two (2) weeks of their vacation one (1) day at a time under the following conditions:

- a) Compensation will be calculated by taking one-fifth (1/5) of the one-fifty-second (1/52) rate.
 - b) The Carrier will be notified forty-eight (48) hours in advance of the employe's desire to take the one (1) day. This, however, will not restrict the Carrier from allowing the one(1) day vacation with less notice if working conditions are acceptable.
 - c) The employe will inform the Carrier which assigned week(s) is/are to be split at the time of vacation scheduling. If the designated week(s) arrives and all days have not been taken, the balance will be taken on the initial day scheduled.

EXAMPLE: An employe has two (2) weeks scheduled beginning November 1 and designates same as the split weeks. If all ten (10) days have not been taken by November 1, the balance will commence November 1 for the remaining days not taken.
 - d) Additionally, if an employe uses a one (1) day vacation while in yard service and subsequently exercises seniority in road service, no additional one (1) day vacations will be allowed while in road service. And, if the designated week arrives while still in road service, the employe will observe the balance of vacation days commencing with the first day of the scheduled vacation week that was split.
 - e) Employes who are in road service or on road or combination extra boards will be allowed to take up to two (2) weeks of their vacation one (1) day at a time under the same conditions, except their compensation shall be based on one-seventh (1/7) of the one-fifty-second (1/52) rate.
 - f) Employes who elect one-day vacations will be required to take paid vacation days prior to non-paid days until the one-day vacations are exhausted.
6. January 1 shall be considered the anniversary date for an employe whose anniversary falls during the calendar year in which vacation is taken. If an employe qualifies for the additional week of vacation under this waiver but leaves the employment of the Company for any reason prior to his anniversary date (e.g. resignation, dismissal, retirement, death) he will not be entitled to compensation for the additional week of vacation.
7. Vacation periods, once scheduled, may be advanced or deferred only under the following conditions:
- a) All or any installment of an employe's vacation may be advanced or deferred into open slots subject to manpower and operational requirements. In the event several employes wish to advance or defer their vacations to the same period, seniority will prevail.

- b) Employees who desire to advance or defer all or a portion of their vacation period must make written application to the Local Chairman and CMS at least (7) days in advance of the desired change.
- c) When a portion of a vacation is advanced or deferred, the employe will specify which installment is to be moved.

EXAMPLE: An employe with two weeks of vacation is scheduled for the period July 1-14. One week of the vacation is advanced to an open slot the week of June 1-7. The employe must specify which week will be moved and which will remain as originally scheduled, i.e., move the week of July 1-7 and keep the week of July 8-14.

- d) Yard service employes may adjust their vacation period to commence on the day following their designated days off.
- 8. Vacations will be scheduled to begin on Monday of each week in lieu of scheduling on the 1st, 8th, 16th and 23rd.
 - 9. The Carrier shall assume no additional expense in granting vacations in installments under this Agreement.

B. Subject to the provisions of this agreement, employes working at outside points where extra boards are not maintained shall be privileged to take their vacations in installments; provided, however, that where deadheading is involved, the following regulations will apply:

- 1. Deadhead payments under this split vacation arrangement shall be limited to one round trip and such payments shall be allocated as follows:
 - a) The first relief employe to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employes to the outside point to protect either the second, third, fourth or fifth installment of a vacation shall not be paid for.
 - b) The last relief employe to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.
 - c) Intervening deadhead trips to and from the outside" point which occur between the first and last installment under this split vacation arrangement shall not be paid for.
- 2. Deadhead movements under this vacation agreement shall not be paid for if they are otherwise not payable, such as deadhead movements occasioned by and coupled to mileage regulations.
 - a) Employes who have made written application to take their vacations in installments and have received permission to do so, will submit time return to the

timekeeper for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken.

- b) Employees at outside points who elect to take their vacations in installments shall advise crew dispatchers, timekeepers and others of the precise conditions for which such vacations are requested. Time allowances for deadhead trips will not be made until all supporting data has been furnished and checked.

C. It is understood that this schedule of vacations on the official vacation schedule establishes no guarantee that any employe shall be released for vacation at the time scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employes. The right of the Company to withhold employes from scheduled vacations is recognized and, where that is done, the employe will be allowed pay in lieu thereof, as provided for in Section 1 of the National Vacation Agreement effective July 1, 1949, as amended.

D. In return for the Carrier granting the splitting of vacations, the following condition will apply:

1.

- a) An employe working under this Agreement will be automatically marked-up on his assignment at 12:01 A.M. on the day after the employe's excused absence expires, except as provided in (b) below. For example, an employe's vacation begins on December 1 for 7 days, at 12:01 A.M. on December 8 the employe will be marked up on his regular assignment.

- b) Employes shall be permitted to extend their unavailability for up to forty-eight (48) hours from 12:01 A.M. on the day after the employe's vacation expires. It will be the employe's responsibility to notify CMS of their extension no later than the automatic mark up time.

NOTE: An employe may take less than forty-eight (48) hours. For example: an employe calls CMS prior to the automatic mark up and advises that he/she will be pushing back their mark up from 12:01 A.M. Monday until 12 Noon on Tuesday.

2. If an employe finds it will be impossible to return to service after being automatically marked up, the employe must contact CMS with a valid excuse in an effort to get permission to extend the absence for a specific length of time. If an extension is granted, the employe will again be automatically marked up at the conclusion of the extension.

3. Employes who are not available for their regular assignment including the extra board after being automatically marked up and have no valid excuse may be subject to discipline in accordance with the applicable discipline rules.

4. Nothing in this Agreement prohibits an employe from requesting additional time off in connection with their vacation and CMS granting the request if manpower and operational needs permit.

- E. The practice of allowing BLE Local Chairmen to "float" their vacations rather than assigning them specific dates will continue.
- F. It is understood and agreed that the advancing vacation and returning from vacation Agreement dated March 22, 1972 is still in force and effect.
- G. Any Agreements, Rules or Understandings (Road or Yard) which conflict with this Agreement are superseded by this Agreement.
- H. This Agreement including any side letters shall become effective January 1, 1993, and shall terminate thirty (30) days after written notice is served by either party on the other.

Signed at Omaha, Nebraska, this 23rd day of October, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ M.A. Young
M. A. YOUNG
General Chairman

/s/ W.S. Hinckley
W. S. HINCKLEY
Director Labor Relations

48 HOUR VACATION EXTENSION CLARIFICATION 04/20/2011

UNION PACIFIC RAILROAD COMPANY

D. K. Peitzmeier
Director
Labor Relations



BUILDING AMERICA

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office (402) 544-3755
Fax (402) 501-0118

April 20, 2011
2210.60

Mr. M. A. Young
BLET General Chairman
11620 Central Avenue, Room 203
Cheyenne, WY 82001

Dear Sir:

This concerns our recent discussion concerning the need to jointly clarify the intent of Paragraph D. 1.(b) of the October 23, 1992 "Split Vacation Agreement" .

This will reflect our concurrence that it was the intent of the 1992 Agreement that Paragraph D. 1. (b), only apply to employees observing block vacation, not to employees observing single day week(s) of vacation. Accordingly, it is understood and agreed that even though an employee may be absent a full week, if that absence stems from the observance of a designated single day week of vacation, that employee has no agreement right to elect at the end of that vacation to extend their unavailability period up to 48 hours.

It is also understood and agreed it was the intent of the 1992 Agreement that for those employees who are observing block vacation and properly request to extend their unavailability period from this vacation, CMS may not deny this election. In other words, so long as the employee is observing a block week of vacation and notifies CMS prior to the automatic mark up time as set forth in Paragraph D. 1. (b) of their election to extend their unavailability, CMS must honor this election and allow the employee to remain unavailable for up to forty-eight (48) hours, at which time such employee will then be automatically marked up.

If the above accurately reflects our joint clarification concerning the intent of Paragraph D. 1. (b) of the October 23, 1992 "Split Vacation Agreement", please sign in the space indicated below.

Yours Truly,

/s/ D. K. Peitzmeier

AGREED:

/s/ Michael Young

M. A. Young
General Chairman, BLET

Appendix D

48 Hour Vacation Extension Clarification April 20, 2011

VACATION AGREEMENT ADMINISTRATION MODIFICATIONS DATED 07/28/2004

MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

VACATION AGREEMENT ADMINISTRATION MODIFICATIONS

Union Pacific Railroad Company (hereinafter "UP," "Company" or "Carrier") and the Brotherhood of Locomotive Engineers and Trainmen (hereinafter "BLET" or "Organization") acknowledge that different practices and applications of some agreement provisions have evolved. Consequently, the parties recognize there is a benefit to both UP and its employees to have a more uniform and standardized method for applying certain agreement provisions. This Agreement is a part of the effort to standardize the handling of certain agreement provisions.

SECTION 1 — CROSS-CRAFT QUALIFICATION

- A. Effective January 1, 2005, Article IX, Section 1, Paragraphs (a), (b), (c), (d) and (e) of the May 13, 1971 BLE National Agreement, as amended, will be modified and applied as follows:

Previous years of service in a non-operating agreement covered craft with Union Pacific will be considered in determining the number of vacation-week(s) a former non-operating craft employee will qualify for if he/she is employed in engine service.

Example: A non-operating agreement covered employee with seven (7) years of prior service on Union Pacific is employed in engine service. That employee has qualified for vacations under his/her non-operating vacation agreement all of the preceding seven (7) years. He/she will be considered as having met the minimum qualifying and accumulation requirements necessary in qualifying for vacation weeks as an Engineer for all seven (7) years. If a non-operating agreement covered employee qualified for vacation under the non-operating vacation agreement only five (5) of those seven (7) years, only the five (5) years he/she qualified for vacation would be considered in determining the number of weeks of vacation he/she would be entitled as an Engineer. Thereafter, qualifying criteria would be governed/accumulated under the operating vacation agreement."

- B. Non-operating craft employees will not be permitted to duplicate or pyramid vacation weeks upon working in engine service. In the calendar year a move to engine service occurs, non-operating employees may be required to observe all of their vacation from a non-operating

Appendix D

Vacation Agreement Administration Modifications Dated 07/28/2004

craft before entering engine service, time and service requirements permitting. Unused vacation from a non-operating craft that cannot be observed prior to entering engine service may, at the Carrier's discretion, be scheduled or paid in lieu thereof.

- C. Employees not yet qualifying for a vacation in the following year in the pre-transfer craft or position will be entitled to combine the prior non-operating service with engine service for such qualifying purposes in the calendar year of the transfer. In effect, the service in the pre-transfer craft or position will be treated as engine service for qualifying purposes.

SECTION 2 — WEEKLY VACATION SPLITS

Commencing January 1, 2005 — i.e., for vacation benefits to be used (taken) during calendar year 2005 — Engineers may request up to the maximum number of weekly splits possible in scheduling their allotted vacation weeks. Such splits shall not be in less than one-week increments.

Example 1: An Engineer entitled to receive five weeks vacation may split his or her vacation allotment into a maximum of five separate weeks when scheduling his or her vacation.

Example 2: An Engineer entitled to receive three weeks of vacation may split his or her vacation allotment into a maximum of three separate weeks when scheduling his or her vacation.

SECTION 3 — SINGLE DAY VACATION ALLOTMENT

- A. The parties have agreed to amend the provisions of Section 2 Article V of the 1996 BLE National Agreement to be effective for vacations scheduled for the calendar year 2005. Qualified employees may take up to three (3) weeks of their annual vacation in single day increments.
- B. All single vacation days will be scheduled in a one-week (or a two- or three-week) block. Employees can use single days from that block prior to the scheduled time by rescheduling the day (or days) with CMS. Any unused portion of the single days must be taken by the end of the scheduled week.
- C.
 1. A week of single day's vacation for employees holding regular yard service assignments and yard boards wherein the employees have and observe assigned rest days, shall consist of five (5) days.
 2. A week of single day's vacation for employees holding positions in road service, on road extra boards, combination road/yard extra boards or on yard boards wherein the employees do not have or observe rest days, shall consist of seven (7) days.
 3. A week of single day's vacation for employees holding a six-day assignment shall consist of six (6) days.

SECTION 4 — VACATION GROUP

- A. The scheduling of an employee's vacation for the upcoming or current year shall be based on the location and class(es) of service where he/she was assigned for a preponderance of the time during the six (6) month qualification measurement period. The qualification measurement period shall be April 1 through September 30.

NOTE: This does not affect arrangements under which craft (i.e., Engineer, hostler, and train service) is determined for vacation scheduling purposes.

- B. This Section 4 will not modify existing arrangements governing vacation groupings or other matters pertaining to vacation scheduling.

SECTION 5 — DEFERRING/ADVANCING VACATION START DATE

An employee may, if desired, defer (start after the scheduled date) or advance (start prior to the scheduled date) vacation up to three (3) days after or before the scheduled start date. An employee desiring to advance or defer his/her vacation must notify CMS no less than twenty-four (24) hours prior to the day the vacation is scheduled to commence. The parties will endeavor to accommodate the requests for advancing or deferring vacation. However, granting requests to advance or defer vacation will be subject to the needs of UP's service.

SECTION 6 — GENERAL AND SAVINGS CLAUSE

- A. The increasing of vacation opportunities and flexibility as set forth herein shall not cause Carrier to incur any additional employee protection expense or guarantee payments as a result thereof.
- B. In the event the provisions of this Agreement conflict with a provision of any other agreement, understanding or practice, the provisions set forth herein shall prevail and apply.
- C. Existing rules and practices regarding the handling of vacations not specifically amended by this Agreement, including, but not limited to, scheduling of vacations, scheduling of single days vacation, and handling of vacation splits and/or single day vacations, shall continue in effect without change.

SIGNED THIS 28th DAY OF July, 2004, IN OMAHA, NEBRASKA

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
AND TRAINMEN:**

/s/ T. J. Donnigan
T. J. Donnigan
General Chairman

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ S.F. Boone
S. F. Boone
Director, Labor Relations

Appendix D

Vacation Agreement Administration Modifications Dated 07/28/2004

C.R. Rightnowar
General Chairman

/s/ D.W. Hannah
D.W. Hannah
General Chairman

/s/ G. Gore
G. Gore
General Chairman

/s/ B.A. MacArthur
B. A. MacArthur
General Chairman

/s/ M.A. Young
M.A. Young
General Chairman

APPROVED:

/s/ E.L. Pruitt
E. L. Pruitt
Vice President

/s/ D.L. McPherson
D. L. McPherson
Vice President

/s/ R.D. Rock
R. D. Rock
Director, Labor Relations

/s/ A.C. Hallberg
A. C. Hallberg
Director, Labor Relations

/s/ R.P. Guidry
R.P. Guidry
Director, Labor Relations

/s/ T.M. Stone
T. M. Stone
Director, Labor Relations

APPENDIX E – PERSONAL LEAVE

1996 NATIONAL AGREEMENT

ARTICLE VI - PERSONAL LEAVE

Section 1

Employees in road freight service covered by this Agreement and not covered by the National Paid Holiday Rules shall be provided with personal leave days on the following basis:

<u>Years of Service</u>	<u>Personal Leave Days</u>
Less than five years	3 days
Five years and less than 10 years	5 days
Ten years and less than 15 years	7 days
Fifteen years and less than 20 years	9 days
Twenty years or more	11 days

Section 2

No employee covered by this Agreement shall receive in the aggregate more than eleven (11) personal leave days and paid holidays in any calendar year.

Section 3

- (a) Personal leave days provided in Section 1 shall be scheduled with the approval of the proper carrier officer upon forty-eight (48) hours advance notice from the employee.
- (b) The employee will be paid one basic day at the rate of the last service performed for each personal leave day.
- (c) Any personal leave days provided for herein that are requested but denied by the carrier and not subsequently rescheduled during the calendar year or the first quarter of the following calendar year shall be paid at the rate specified herein. Personal leave days carried over into another year because requested time off was denied by the carrier shall not be bought out.
- (d) To qualify for personal leave days in any given calendar year, the employee must have been credited with at least 150 days for work during the preceding calendar year.

Section 4

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

Section 5

This Article shall become effective on January 1, 1997 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

ARTICLE VI - PERSONAL LEAVE DAYS

Q1: Are passenger and local freight service Engineers entitled to personal leave days provided for in the Article?

A1: Yes. The intent of Article VI was to provide personal leave days to all Engineers who were not entitled to paid holidays.

Q2: Is the time in service in other crafts counted when determining years of service?

A2: Yes, if that is the current practice on the individual railroad.

Q3: May an employee eligible for personal leave days accumulate days he is not allowed to take during the year?

A3: Yes, up to a maximum of thirty (30) days.

PERSONAL LEAVE DAY INTERPRETATION DATED 02/21/2001

INTERPRETATION

Between
UNION PACIFIC RAILROAD COMPANY

And
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
PERSONAL LEAVE DAYS

1. For calendar year 2002 (qualifying year 2001) and all succeeding years, this Document constitutes an interpretation of how Section 3(d) of Article VI (Personal Leave) of the May 31, 1996, BLE National Agreement is to be interpreted by the parties signatory hereto for those employees in road freight/passenger service not covered by the National Paid Holiday Rules.
2. For an employee in road freight/passenger service not covered by the National Paid Holiday Rules to qualify for personal leave days in any given calendar year, the road requirements set forth in Sections 2 (a), including the NOTE, (b), (c) and (d) of Article V of the May 31, 1996, BLE National Agreement will govern.

NOTE: It is the parties' intention this Paragraph requires 180 qualifying days in a calendar year in road freight/passenger service to qualify for personal leave days in the succeeding year.

.... Reference May 31,1996 National Agreement Article V Section 2

Section 2 - Vacation Benefits

Existing rules governing vacations are amended as follows effective January 1, 1997:

- (a) The minimum number of basic days in miles or hours paid for, as provided in individual schedules, on which an employee must render service under schedule agreements held by the organization signatory hereto to qualify for an annual vacation for the succeeding calendar year shall be increased by fifty (50) percent from the minimum number applicable under vacation rules in effect on the date of this Agreement. The multiplying factors set forth in vacation rules in effect on the date of this Agreement shall be amended to provide that each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualification for vacation based on service rendered in the preceding calendar year.

NOTE: It is the parties' intention that, in accordance with application of the multiplying factors set forth in existing vacation rules as amended above, commencing with calendar year 1997 this subsection would require the equivalent of 150 qualifying days in a calendar year in yard service and 180

qualifying days in a calendar year in road service to qualify for an annual vacation for the succeeding year.

- (b) Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding ninety (90) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of forty-five (45), on which an employee is absent from and unable to perform service because of injury received on duty will be included. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (c) Calendar days on which an employee is compensated while attending training and rules classes at the direction of the carrier will be included in the determination of qualification for vacation. Such calendar days shall not be subject to the multiplying factors set forth in existing vacation rules as amended.
- (d) During a calendar year in which an employee's vacation entitlement will increase on the anniversary date, such employee shall be permitted to schedule the additional vacation time to which entitled on the anniversary date at any time during that calendar year.

- 3. The multiplying factors provided for in Paragraph 2, above, will not apply to an employee in any payroll half during which the employee had an unpaid absence (layoffs).
- 4. For an employee to whom the multiplying factors will not apply, only the employee's actual tours of duty in that payroll half will be counted toward the 180 qualifying days. A tour of duty is defined as follows: a working start, a straight deadhead trip, a combination deadhead and service trip, company service status or a call and release when the employee reported for duty, performed service and then was released. A separate and apart deadhead trip followed immediately upon tie-up at the far terminal with a return working trip will count as two starts for personal leave day qualifying purposes.
- 5. This interpretation for determining qualifying days for personal leave days will also be used to determine eligibility for personal leave days in calendar year 2001 for the employees who previously did not qualify for personal leave days in 2001. No later than thirty days after the BLE has notified the Carrier this Document is acceptable, the Carrier will notify those employees whether they now qualify for personal leave days.
- 6. Question and Answer Number 3 for Article VI of the May 31, 1996, BLE National Agreement provide for the accumulation of any personal leave days an employee is not allowed to take during a year. The Carrier will implement a "banking" program for personal leave days. The Questions and Answers set forth in Attachment A of this Document will constitute the parties' banking plan.
- 7. This Document is offered to the following four BLE General Committees for acceptance: CNW, UP Eastern District, SP West and UP West. This Document may be accepted by all, any or none of the four committees.

8. Throughout the course of these negotiations, the parties discussed a number of issues related to personal leave days. Those discussions led to these interpretations. This Document reflects the parties best efforts. However, it is possible some items or issues, which were discussed, have been inadvertently omitted. Should some such item or issue be raised by either party, the parties will meet, discuss and make reasonable attempts to resolve the item or issue.

Signed at Omaha, Nebraska, this 21st day of February, 2001.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**

/s/ T.J. Donnigan

/s/ B.D. Mac Arthur

/s/ Michael Young

/s/ D.L. Mc Pherson

**FOR THE UNION PACIFIC
RAILROAD COMPANY**

/s/ Richard W. Meredith

/s/ John M. Raaz

/s/ W.E. Loomis

ATTACHMENT A
PERSONAL LEAVE DAY ACCUMULATION

- Q-1. Do PL days earned but not taken get paid upon retirement the same as vacation?
- A-1. Yes.
- Q-2. How does an Engineer advise the carrier of his/her desire to accumulate PL days?
- A-2. PL days not used or not approved in a calendar year prior to November 15 will automatically be accumulated.
- Q-3. How many days may an Engineer accumulate?
- A-3. 60 days.
- Q-4. Once PL days are accumulated, when may an Engineer use them?
- A-4. Accumulated PL days may be used only at retirement, resignation, extended leave, death or catastrophic personal or family occurrence.
- Q-5. Assuming an Engineer has accumulated PL days, will his/her estate be paid for the accumulated PL days upon the Engineer's death?
- A-5. Yes.
- Q-6. Assuming an Engineer has begun an extended leave just prior to a general wage increase, will all PL days taken be paid at the rate of the last service performed or will the rate be increased when the general wage increase goes into effect?
- A-6. Payment will be at the rate of the last service performed.
- Q-7. May the Carrier unilaterally buy down an Engineer's accumulated PL days?
- A-7. No.
- Q-8. What rate of pay will be used for accumulated PL days?
- A-8. Payment will be at the rate of the last service performed.

QUESTIONS AND ANSWERS

- Q-1. Do assigned rest days constitute an unpaid absence for the purpose of personal leave day qualification determination?
- A-1. No. Where rest days are assigned in passenger, pool freight, work/rest extra board, yard or local service, such rest days will not be considered unpaid absences.
- Q-2. Where there is an applicable rule, a union representative is allowed to hold his/her turn for union business, does that constitute an unpaid absence?
- A-2. No.
- Q-3. In the event an Engineer identified as having failed to qualify for personal leave days at the end of the qualifying year disputes that finding on the basis of whether unpaid or paid leave had been taken during any pay period(s), how will such dispute be resolved?
- A-3. The appropriate general chairman and CMS director will review the matter. If the Engineer had personal leave days available at the time(s) of the disputed lay-off, such lay-off will be considered as paid leave provided doing so would not result in the Engineer having more personal leave days than those to which he/she was entitled.

October 2, 2001

The February 21, 2001 "INTERPRETATION Between UNION PACIFIC RAILROAD COMPANY And BROTHERHOOD OF LOCOMOTIVE ENGINEERS" concerning Personal Leave Days includes 3 agreed upon questions and answers (in addition to the 8 questions and answers dealing with PERSONAL LEAVE DAY ACCUMULATION in ATTACHMENT A). UP and BLE have now agreed upon 10 additional questions and answers as set forth below:

Q-4. Give examples of the calculation of qualifying days for personal leave (PL) day purposes?

- A-4.
- a) A road Engineer working in service not covered by the paid holiday rules has no unpaid absence during a pay half. For the half the Engineer earns 2000 miles. $2000 \times 1.3 = 2600/130$ miles = 20 qualifying days toward PL days.
 - b) A road Engineer working in service not covered by the paid holiday rules, takes an unpaid absence during a pay half in which the Engineer gets 8 tours of duty. For the half, the Engineer is credited with 8 qualifying days toward PL days.
 - c) An Engineer working in service covered by the paid holiday rules gets 11 tours of duty during a pay half. For the half, the Engineer is credited with 11 qualifying days toward PL days, regardless of whether the Engineer had an unpaid absence during the half.

Q-5. What miles are to be included (such as straight time, overtime, duplicate time payments) in the calculation of qualifying days for Personal Leave (PL) day purposes?

A-5. In pay halves where the Engineer qualifies for the multiplying factor, working/deadhead miles counted for vacation qualification will be counted toward qualifying days for PL day purposes, and handled as set forth in A-4, item a, above.

Q-6. When an Engineer works both jobs covered and not covered by the paid holiday rules in a pay half, and has no unpaid absence, how will PL qualifying days be counted ?

A-6. Service covered by the paid holiday rules will be governed by section c of Answer #1 above. Service not covered by the paid holiday rules will be governed by section a of A-4 above.

Q-7. The vacation agreement provides that calendar days an Engineer assigned to an extra board is available for service and on which days the Engineer performs no service, not exceeding ninety (90) such days, will be included in the qualification for vacation. Also, calendar days, not in excess of forty-five (45), on which an Engineer is absent from and unable to perform service because of injury received on duty will be included. Will such days be counted toward the required 180 qualifying days for PL purposes?

A-7. Yes, consistent with the vacation agreement.

Q-8. Does the 2/21/01 interpretation prohibit the Company from approving PL days during the period November 15 through December 31 when the request is made after November 15?

A-8. No, but the holidays make it more likely approval for PL days will be more difficult during this period than at other times during the year. For this reason, Engineers should realize an attempt to save PL days with the intent of using them during this period may result in such days being denied and accumulated.

Appendix E

Personal Leave Interpretation 02/21/2001

- Q-9. An Engineer is entitled to 7 PL days during the year. The Engineer's first request for personal leave days during the year is on May 14, when 2 days are requested, but not approved. Are those 2 PL days automatically accumulated, or may the Engineer request them again later in the year?
- A-9. Those 2 PL days may be requested again during the year
- Q-10. Are remaining PL days which are not approved to be taken during the period November 15 through December 31 automatically accumulated on November 15?
- A-10. No, unused PL days are not accumulated until year end at December 31. Unused PL days may be reduced by paid holidays or PL days taken during the period November 15 through December 31.
- Q-11. May an Engineer donate accumulated PL days to another employee?
- A-11. If there is an agreement covering the donation of PL days to another employee in effect, Engineers may donate accumulated PL days in accordance with that agreement.
- Q-12. May accumulated PL days be used by an Engineer who is assigned in service covered by the paid holiday rules?
- A-12. Yes, if the reason for such use meets the requirements in Q&A #4 in Attachment A to the 2/21/01 interpretation.
- Q-13. May an Engineer request payment for accumulated days in excess of the time off work, e.g., the Engineer takes fourteen (14) days off for Family Medical Leave and requests to be paid for twenty-five (25) accumulated days?
- A-13. The intent of the interpretation is the number of accumulated days used should not exceed the number of days off work. However, the interpretation does not preclude the use of a greater number of accumulated days in extraordinary circumstances when both the Engineer and the Company representative agree.

/s/ B. D. MacArthur

B. D. MacArthur, General Chairman
Brotherhood of Locomotive Engineers

/s/ A.T. Olin

A. T. Olin, General Director Labor
Relations - Union Pacific Railroad

/s/ M. A. Young

M. A. Young, General Chairman
Brotherhood of Locomotive Engineers

/s/ W. E. Loomis

W. E. Loomis, General Director..
Employee Relations Planning -
Union Pacific Railroad

/s/ T. J. Donnigan

T. J. Donnigan General Chairman
Brotherhood of Locomotive Engineers

/s/ R. D. Meredith

R. D. Meredith, Asst. Vice President
Union Pacific Railroad

/s/ D. L. McPherson

D. L. McPherson, Vice President
Brotherhood of Locomotive Engineers

UNION PACIFIC RAILROAD COMPANY

W. E. LOOMIS GENERAL DIRECTOR
EMPLOYEE RELATIONS PLANNING
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1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 19, 2001
1615-4

T. Donnigan, General Chairman
Brotherhood of Locomotive Engineers
P.O. Box 609
Pocatello, ID 83240-0609

M. A. Young, General Chairman
Brotherhood of Locomotive Engineers
1620 Central Avenue, Room #203
Cheyenne, WY 82001

B.D. MacArthur, General Chairman
Brotherhood of Locomotive Engineers
217 Fifth Avenue South, Suite #502
Clinton, IA 52732

Gentlemen:

Ten agreed-upon questions and answers (#4 - #13) to the February 21, 2001 personal leave day interpretation are dated October 2, 2001. Since then, we have had discussions concerning additional questions involving the interpretation. Twenty (20) additional questions and answers stemming from those discussions appear below.

* * * * *

Q14: Are the miles earned by an Engineer working in service covered by the paid holiday rules increased by the multiplying factor for a half in which there is no unpaid absence?

A14: No, in such service only starts, without a multiplying factor, count as qualifying days for purposes of PL days.

Q15: When a ground service employee is promoted to Engineer during a calendar year, is that employee's use of PL days while an Engineer subject to the qualifying criteria in the 2/21/01 interpretation?

A15: Yes, based on trips during the preceding calendar year.

Q16: Do trips worked in ground service count toward PL qualifying ?

A16: Yes, ground service will be combined with Engineer service during the same calendar year to determine PL qualifying days for the subsequent calendar year, and handled as set forth in Q&A #4.

Q17: What is meant by "performed service" in item 4 of the 2/21/01 interpretation?

A17: If an Engineer is entitled to at least a basic day under the applicable call and release rule, then the call and release will count as one (1) PL qualifying day.

Q18: Is military duty considered a compensated absence?

A18: No.

Q19: How is a make whole/step-up payment treated for PL day qualification?

A19: If the Engineer is assigned in service not covered by the paid holiday rules and has no unpaid absence during the pay roll half, a make whole/step-up payment will be converted to PL qualifying days by multiplying the make-whole/step-up miles x 1.3 and then dividing by 130 as in Q&A #4.

Q20: An Engineer is assigned in yard service continuously during the first 11 months of calendar year 2003, and then takes a road assignment not covered by the paid holiday rules during December. How is the Engineer's PL day qualification for 2004 determined?

A20: For each pay half during the period January — November, the Engineer's yard service starts are counted as qualifying days for purposes of PL days. During December, qualifying days will be determined in accordance with items a) and b) in Q&A #4. The qualifying days earned during each payroll half during calendar year 2003 will be added. If the total is 180 or more, the Engineer will be qualified for PL days during 2004, subject to the terms of the agreement.

Q21: An Engineer earned more than 180 qualifying days for PL purposes during calendar year 2002. During calendar year 2003 that Engineer works the entire year on assignments covered by the paid holiday rules. Would such Engineer be entitled to take PL days during 2003?

A21: No, because an Engineer is not able to take PL days when he/she is assigned to a position covered by the paid holiday rules.

- Q22: An Engineer qualified for PL days works in holiday covered service through October 31, 2003, and then moves to road freight service not covered by paid holiday rules. Will the Engineer be able to take PL days during November and December?
- A22: Yes, subject to the terms of the 2/21/01 interpretation, but the Engineer's annual entitlement to PL days would be reduced by paid holidays or holiday opportunities during the period the Engineer was working in service covered by the paid holiday rules.
- Q23: How does an employee's craft on December 31 affect the treatment of unused PL days from that calendar year?
- A23: If the employee is an Engineer on the last day of the year, any unused PL days from that year are accumulated in accordance with Attachment A to the 2/21/01 interpretation. If the employee is working in another craft on the last day of a year, any unused PL days from that year will be handled in accordance with the agreement governing that craft. For example, if the employee is working as a trainman, and the agreement governing trainman contains a provision for carry-over of unused PL days, any unused days will be carried over in accordance with the terms of the trainmen's agreement.
- Q24: If an employee has carry-over days under the UTU CBA, and is set up as an Engineer, will the employee be eligible to take the carry-over PL days?
- A24: Yes, prior to the UTU CBA carry-over expiration date.
- Q25: If an Engineer worked the entire calendar year 2003 on assignments covered by the paid holiday rules, would such Engineer's unused current year PL days at year end be accumulated?
- A25: The Engineer has no PL days to accumulate because the Engineer was covered by the paid holiday rules throughout the year.
- Q26: Is an employee who has accumulated PL days entitled to use or donate accumulated days if the employee is working in a craft other than Locomotive Engineer?
- A26: No.
- Q27: When an Engineer uses accumulated days, will the payment for such days be included in the calculation of 1/52 vacation pay for the subsequent calendar year?
- A27: Yes.

Q28: Can the lump-sum payment for accumulated PL days be used to offset labor protection?

A28: Yes.

Q29: If an Extra Engineer uses accumulated PL days during an otherwise unpaid absence, will such Engineer be considered "on the board" for guarantee purposes?

A29: No.

Q30: Can an accumulated day be used for rest/layover day compensation?

A30: No.

Q31: Referring the Q&A #3 of the 2/21/01 interpretation - in the event an Engineer has failed to qualify for PL days at the end of a year, may the Engineer use an accumulated PL day from a prior calendar year to convert a disputed lay-off to a paid absence?

A31: No, only current year PL days may be used in such a situation.

Q32: May an Engineer be paid one or more accumulated days for a day on which the Engineer is already being compensated, e.g., takes three (3) days of paid bereavement leave and requests to be paid for 3 accumulated days?

A32: No.

Q33: May an Engineer use an accumulated day to offset unpaid days under the National Bereavement rule, e.g., absent 3 days but only compensated for 2 days because only stood to have worked 2 of those days?

A33: No.

Please signify your concurrence in these questions and answers with your signature in the space provided below.

The parties recognize additional questions relating to the February 21, 2001 personal leave day interpretation may arise. In that event, the parties will discuss the proper application of the interpretation and attempt to agree on an answer.

Sincerely,

/s/ W E Loomis
W. E. Loomis

Concur:

/s/ T.J. Donnigan
T. J. Donnigan, General Chairman

/s/ B. D. MacArthur
B. D. MacArthur General Chairman

/s/ M. A. Young
M. A. Young, General Chairman

cc: D. L. McPherson, Vice President
Brotherhood of Locomotive Engineers
535 McKnight Road South
St. Paul, MN 55119

APPENDIX F – GUARANTEED EXTRA BOARDS

GEB AGREEMENT 07/01/1996

MEMORANDUM OF AGREEMENT
#1803159630
between the

UNION PACIFIC RAILROAD COMPANY
for the territory
EASTERN DISTRICT

and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
GUARANTEED ENGINEER'S EXTRA BOARD

Guaranteed Engineers' extra boards may be established in the territory subject to the Eastern District Engineers' collective bargaining agreement subject to the following:

- 1) OPERATION At the Carrier's discretion guaranteed extra boards may be established, upon thirty (30) days written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s) same may be suspended upon thirty (30) days' written notice to the General Chairman.

The Engineers' guaranteed extra board will operate on a rotary basis. Any Engineer displacing on or marking up for service will be placed at the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at bottom of the extra board per tie-up time. If more than one tie-up at the same time, previous board standing will govern.

- 2) GUARANTEE Engineers assigned to the extra board shall receive a semi-monthly guarantee of \$2405.16 per pay period (determined by using the standard basic daily through freight rate applicable to the weight-on-drivers bracket, 950,000 and less than 1,000,000 pounds at the March 21, 1996, rate of \$1.3362 per mile. This rate is subject to future general wage adjustments including COLA). The guarantee shall be computed on a daily basis and shall not apply to any calendar day the Extra Engineer lays off or, otherwise becomes not available for service or any following calendar day which an Extra Engineer continues to lay off or to be unavailable past 12:00 Noon.

NOTE: See "Attachment A" for various examples.

All earnings received by Extra Engineers assigned to the extra board will be used in computing such guarantee. Extra Engineers laying off on call, missing call or not available for call account

Engineers tied up for extra rest will have their guarantee reduced by the amount they would have earned had they not laid off on call or missed call, with a minimum of a guaranteed day. Extra Engineers missing call when other than first-out will have their guarantee reduced by one day only. Extra Engineers unavailable more than two (2) occurrences per pay period, or being unavailable more than 72 combined hours per pay period, will have their guarantee suspended for such pay period. This will include any unavailable status including extra rest, but will exclude layoffs for Company business and local chairman, legislative representative, vice local chairman, secretary treasurer or division president who must lay off for union business.

Engineers added to the extra board will be paid guarantee for the day added provided they meet the availability requirement of this agreement and all earnings made on the day added will be included in computation of guarantee. Guarantee will not be paid to an Engineer on the day reduced from the extra board.

NOTE: See "Attachment A" for examples of guarantee payment.

- 3) REST DAY/INCENTIVE PAYMENT Engineers assigned to the guaranteed extra board for an entire pay period (or who is reduced from the board by the Carrier prior to completion of the pay period) shall be entitled to one (1) rest day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:
- a) At the time of the rest day the Engineer must be other than first out.
 - b) The rest day must be taken at any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.
 - c) The rest day cannot exceed 24 hours.
 - d) This provision does not affect or modify any provision contained in the paid holiday agreement.

Engineers assigned to the guaranteed extra board for an entire pay period who remain marked up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guaranteed day representing the one (1) rest day to which entitled under this Item 3, but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an Engineer does or does not exceed the guarantee for the period and shall be in addition thereto.

Reductions in guarantee due to layoffs/absences does not apply when taking rest day(s) under this Item 3.

- 4) LAYING OFF OTHER THAN ON CALL (AT HOME TERMINAL) An Extra Engineer laying off for any reason and at any time other than on call will not be permitted to mark-up for twelve (12) hours from the time he/she laid off. He/she must mark-up to resume service.
- 5) LAYING OFF (ON CALL) AT HOME TERMINAL An Extra Engineer laying off on call will be held in (i.e., will not be permitted to mark-up) until the tie-up of the respondent or twelve (12)

hours from the time of the lay-off, whichever is later, and must mark-up to resume duty. It is understood that this provision does not estop the Carrier from administering such discipline, as it deems proper for a missed call.

- 6) MISSING CALL (AT HOME TERMINAL) An Extra Engineer missing call will be automatically marked to the bottom of the extra board at the time of such miss call.
- 7) MISSED CALL (AT FAR TERMINAL) For guarantee purposes, an Extra Engineer missing a call or laying off at the far terminal will be treated the same as an Extra Engineer laying off on call at the home terminal and will not be returned to the extra board until tie-up of the assignment he/she missed call for.
- 8) OUTLYING VACANCY An Extra Engineer who misses a call, lays off on call or ties-up for extra rest when he/she stood for an outlying vacancy will, upon reporting for service, be required to relieve the Engineer who accepted the call if he/she is still occupying the outlying vacancy. His/her guarantee will be reduced by the amount he/she would have earned with a minimum of one guarantee day for each day laid off.
- 9) TYING UP FOR EXTRA REST An Extra Engineer tying up for extra rest will retain his/her position on the extra board. If he/she becomes first-out and thus not available for service, he/she will be held in until the tie-up of the respondent or twelve (12) hours from the time of miss call, whichever is later. He/she must mark-up to resume service.
- 10) REGULATION The Carrier shall have the unqualified and unchallenged right to determine the number of Engineers to be placed and maintained on a Guaranteed Extra Board. Carrier will, however, ensure that there are sufficient Engineers on the GEB to permit those employees reasonable absence privileges. Assignments to the guaranteed extra board shall be made in accordance with Schedule Rule 92 and modifications thereto.

Engineers added to the extra board shall not be removed there from for a period of 7 days but may bid off or be displaced sooner.

EXAMPLE: Extra board is added to on May 1. Engineer assigned to the extra board on May 1 may not be removed until May 8.

- 11) DEADHEADING Deadheading which results from the regulation of the extra board will not be paid for.
- 12) SHORT TURNAROUND Extra Engineers making a short turnaround trip out of the home terminal of assignment will be placed at the bottom of the extra board.
- 13) CONFLICTING AGREEMENTS This agreement in no way conflicts with Rule 67 "TIE UP FOR EXTRA REST", and the separate seniority districts union business agreements; however, all other agreements in conflict with this agreement are hereby superseded while this agreement is in effect.
- 14) PENALTY CLAIMS The Company will not be penalized in any way in the application of this agreement.

- 15) AMENDMENTS/TERMINATION This Agreement may be amended at any time by agreement of the parties signatory hereto; otherwise under the provisions of the Railway Labor Act, as amended. This agreement may be cancelled by the Union party signatory hereto by serving sixty (60) days' written notice to the Carrier with the understanding that the termination will be effective at midnight on either the 15th or last day of the calendar month following the sixty (60) day period calculated from the date of the Union's notice. This is with the understanding that, should the carrier so request, the parties shall meet and review any problems associated with the cancellation of this Agreement. In the event this agreement is cancelled, the guaranteed extra board conditions set forth in Side Letter #20 of the Award of Arbitration Board No. 458 dated May 19, 1986 will be restored.
- 16) This agreement is a modification of and supersedes the basic Guaranteed Engineers' Extra Board Agreement signed October 25, 1985. (File E-013-22-16; E-013- CMS-E), as well as all other separate extra board agreements and understandings, except the Yard Extra Board Agreement at North Platte.
- 17) This agreement shall become effective on July 1, 1996

FOR THE ORGANIZATION:

FOR THE CARRIER:

/s/ Michael Young
M. A. Young
General Chairman BLE

/s/ T.L. Wilson Sr.
T. L. Wilson, Sr.
Director Labor Relations

/s/ L.A. Lambert
L. A. Lambert
General Director – Labor Relations

"ATTACHMENT A"

EXAMPLES FOR PAYMENT OF GUARANTEE

An Extra Engineer

1. WHEN FIRST-OUT (LAYING OFF AND MISSING A CALL)

- (a) Lays off or lays off on call: at 10:30 P. M., January 3 and marks up at 12:00 Noon January 4. The Extra Engineer will lose guarantee or the amount he/she would have earned for the calendar day January 3.

If the Extra Engineer had not marked up until 12:01 P.M., January 4 he/she would have lost guarantee or the amount he/she would have earned for the calendar days January 3 and 4.

If the Extra Engineer continues to lay off greater than 72 hours, he/she will have his/her guarantee suspended for that half.

- (b) Lays off: at 1:00 A.M., January 3 and marks up at 1:00 P. M., January 3. The Extra Engineer will lose guarantee for the calendar day January 3.
- (c) Misses a call: at 11:00 A.M., January 3. The Extra Engineer will lose guarantee for January 3 or the amount he/she would have earned for January 3.

2. SECOND-OUT (MISSING A CALL)

- (a) Misses one call at the home terminal: at 11:00 A.M., January 3. He/she will lose one day's guarantee.
- (b) Miss two calls at the home terminal: at 11:00 A.M., January 3 and misses another call at 4:00 P.M., January 3 when first-out. The Extra Engineer will lose guarantee or the amount he/she would have earned for January 3.
- (c) Misses three calls at the home terminal: at 11:00 A.M., January 3 when second out, misses a second call at 4:00 P.M., January 3, and misses another call at 10:00 P.M., January 3. The Engineer will lose his/her guarantee for the first-half pay period of January.

NOTE: In the examples 1(c) and 2(a) (b) (c) above, the Extra Engineer automatically drops to the bottom of the extra board at the time of the miss call.

November 14, 1996
560.30-1

Mr. B. D. MacArthur
General Chairman BLE
217 Fifth Ave. South - #502
Clinton, IA 52732

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton UT 84041

Mr. M. A. Young
General Chairman BLE
1620 Central Ave. - #203
Cheyenne WY 82001

Gentlemen:

This has reference to our meeting in Las Vegas on September 30, 1996, wherein we discussed the various guarantee extra board agreements which became effective recently, particularly that portion involving "REST DAY/INCENTIVE PAYMENT".

While this is a new provision in your agreements, it is a provision which has been effect for quite some time on other portions of the carrier. At your suggestion carrier developed a "draft" consisting of 14 questions and answers to illustrate the carrier's application of the aforementioned agreement provision. Following our review of the draft, carrier suggested October 31st as a deadline for the submission of any additional questions which you might wish to have included.

As agreed, attached hereto is copy of questions and answers which relate to the application of the "REST DAY/INCENTIVE PAYMENT" provision. This list includes the 14 questions and answers reviewed in Las Vegas as well as additional ones developed in response to queries received from you. We believe these questions and answers are self-explanatory and will help Engineers better understand the agreement and its application.

Yours truly,

/s/ T. L. Wilson
T. L. Wilson, Sr.
Director - Labor Relations

/s/ C. R. Wise
C. R. Wise
Director - Labor Relations

BLE GUARANTEE BOARDS QUESTION & ANSWERS

- Q1 What effect does vacation have on the "incentive" day?
- A1 The agreements require an Engineer "remain marked up and available for service during the entire pay period" and further states "This incentive for full availability during the pay period..." Thus, any absence, paid or unpaid, voids the "incentive day".
- Q2 What effect does a single day vacation or personal leave day have on the "incentive day"?
- A2 Same as A1
- Q3 What effect does "OS" status (other service at Carrier's Direction) have on the "incentive day"?
- A3 "OS" status is used to denote an individual performing other service at the direction of the carrier. An individual in such status is not "laid off" and is considered available, following proper rest, after being released from "OS" status, thus the "incentive day" is unaffected.
- Q4 If an Engineer is granted time off without any type of pay, may that employee elect whether or not the "incentive day" is charged?
- A4 Any layoff, whether paid or unpaid, voids the "incentive day"
- Q5 Does taking a "rest day" as defined in the agreement count toward unavailable time?
- A5 Yes. However, if taken within the constraints of the agreement, guarantee is not reduced.
- Q6 Does taking a "rest day" count as an occurrence as defined in the agreement?
- A6 Yes.
- Q7 Must an Engineer work 15 days before he/she is entitled to a "rest day" or "incentive pay" in lieu thereof?
- A7 There is no requirement to work any specified number of days.
- Q8 May an Engineer's request for a "rest day" be denied?
- A8 Requests for "rest days", like any non-emergency absence, are subject to the needs of the service and manpower availability; however, every reasonable effort is to be made in response to such requests.
- Q9 May a "rest day" be requested a day or more in advance?
- A9 The agreement does not preclude such; however, approval of the request by CMS would be subject to the needs of the service and manpower availability.
- Q10 Once a "rest day" is requested and granted, would a subsequent absence within the same pay period result in a reduction in guarantee for the "rest day"?
- A10 No, those reductions in guarantee due to layoffs/absences do not apply to "rest days" taken within the constraints of the agreement.

- Q11 Must a request be submitted for payment of the "incentive day"?
- A11 Yes. The "Incentive day" may be submitted along with claim for guarantee.
- Q12 Will an Engineer tying up for "Undisturbed Rest" lose the "incentive day"?
- A12 Yes. See A1.
- Q13 Is "incentive day" pay used to offset guarantee?
- A13 No. "Incentive day" pay is allowed whether an Engineer does or does not exceed guarantee for the period; it is paid in addition to guarantee.
- Q14 At what rate of pay is the "incentive day" to be paid?
- A14 One prorated guarantee day.
- Q15 Several of the GEB agreements contain a provision which results in suspension of the guarantee if "unavailable for more than two (2) calls per pay period, or being unavailable for more than 72 combined hours per pay period". Will the GEB allowable 'rest day' function in any manner to activate such agreement provision?
- A15 Yes. (See Q&A #5 and #6).
- Q16 An Engineer observes "free" lay-off day within the conditions set forth in the Extra Board Agreement. Later, within the same payroll period, the Engineer lays off. Do the hours of the "free" lay-off day count in the calculation of the "72 combined hours" of unavailability in the pay period?
- A16 Yes. (See Q&A #5).
- Q17 Extra board Engineer on a pool turn vacancy qualifies for and requests UDR at the away-from-home terminal. Is guarantee affected?
- A17 If this is the first UDR in the pay period, guarantee is unaffected. If this were the second (or greater) UDR in the pay period, Engineer will be considered unavailable if he would have been called and the guarantee will be reduced one guarantee day; otherwise, guarantee is unaffected.
- Q18 Should a GEB Engineer qualify for and take UDR a second (or successive) time in a pay period, will his guarantee be reduced?
- A18 Yes, if the Engineer would have been called had extra rest not been taken; otherwise, no reduction will be made.
- Q19 When GEB Engineers are utilizing the 'rest day' provision, must they so advise CMS Crew Dispatcher so that a special status can be initiated in the CMS records for GEB pay purposes?
- A19 Yes. Currently such absences are being identified as "LM".
- Q20 Do GEB Engineers receive Instructor Engineer pay in addition to (over and above) their GEB guarantee?
- A20 No. All earnings, including the instructor allowance, are used as an offset against GEB guarantee.
- Q21 Where there is a conflict between a guarantee extra board agreement regarding extra rest and the new system rule governing extra or undisturbed rest, which rule will apply?
- A21 Where there is such a conflict, the new system rule governing extra rest will apply.

Appendix F

Guaranteed Engineer's Extra Board Agreement 07/01/1996

REST DAY/INCENTIVE PAYMENT – 03/03/1998

MEMORANDUM OF AGREEMENT
#1201079830

between the
UNION PACIFIC RAILROAD COMPANY
(For The Territory Eastern District)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

REST DAY/INCENTIVE PAYMENT

During the parties' conference on November 17, 1997, the matter of rest day/incentive payment was discussed and how its application is difficult with respect to small guaranteed extra boards. After extensive discussions on this subject, the following conditions were agreed upon:

1. The following sections of the Eastern District System Guaranteed Extra Board are amended with respect to any Engineers' extra board where less than three Engineers are assigned:

1. **OPERATION.** At the Carrier's discretion guaranteed extra boards may be established, upon seven (7) days written notice to the General Chairman, at any location where deemed necessary. Likewise, in the event there is insufficient work to justify an extra board(s) same may be suspended upon seven (7) days written notice to the General Chairman.

The Engineers' guaranteed extra board will operate on a rotary basis. Any Engineer displacing on or marking up for service will be placed at the bottom of the board at the time of such displacement or mark-up. Engineers returned to the board after working will be placed at bottom of the extra board per tie-up time. if more than one tie up at the same time, previous board standing will govern.

2. **REST DAY/INCENTIVE PAYMENT.** Engineers assigned to the guaranteed extra board for an entire pay period (or who is reduced from the board by the Carrier prior to completion of the pay period) shall be entitled to one (1) rest day (a 24-hour period or portion thereof) during the pay period for which no deduction will be made from the guarantee, subject to the following conditions:

- (a) At the time of the rest day there must be no Engineer vacancies showing or anticipated for the next 24 hours.

- (b) The rest day must be taken at any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.
- (c) The rest day cannot exceed 24 hours.
- (d) This provision does not affect or modify any provision contained in the paid holiday agreement.

Engineers assigned to the guaranteed extra board for an entire pay period who remain marked up and available for service during that entire pay period shall be entitled to an incentive payment of one prorated guaranteed day representing the one (1) rest day to which entitled under this Item 3, but not taken. This incentive for full availability during the pay period shall be paid regardless of whether an Engineer does or does not exceed the guarantee for the period and shall be in addition thereto.

Reductions in guarantee due to layoffs/absences does not apply when taking rest day(s) under this Item 3.

- 2. The changes as described in Section 1 above will be effective on **APRIL 1 1998** and will remain in effect unless cancelled by either party with the serving of a thirty (30) day advance notice.

Signed this 3rd day of MARCH, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

/s/ Michael Young

M. A. Young
General Chairman

/s/ L. A. Lambert

L. A. Lambert
General Director-Labor Relations

GEB CLARIFICATION 05/17/2007

UNION PACIFIC RAILROAD COMPANY

Labor Relations
1400 Douglas Street
STOP 0710
Omaha NE 68117-0710
Office: (402) 544-4562

May 15, 2007

MR T DONNIGAN
GENERAL CHAIRMAN BLET
PO BOX 609
POCATELLO, ID 83204-0609

MR D W HANNAH
GENERAL CHAIRMAN BLET
404 N 7th ST STE A
COLTON, CA 92324-2941

MR B D MACARTHUR
GENERAL CHAIRMAN BLET
501 N SECOND ST-SUITE 2
CLINTON, IA 52732

MR M A YOUNG
GENERAL CHAIRMAN BLET
1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

Gentlemen:

This refers to the Carrier's May 15, 2007 letter, attached hereto, confirming the parties' understanding regarding the calculation of extra board guarantee Carrier will implement the clarification/understanding on or about August 1, 2007.

Please acknowledge your receipt and acceptance of the clarification/understanding set forth in the Carrier's May 15, 2007 letter by signing in the designated space below and returning a signed copy back to this office. If you have any questions, please do not hesitate to contact me at (402) 544-4562

**For the Brotherhood of
Locomotive Engineers and Trainmen**

/s/ T.J. Donnigan 07/12/07
T. J. Donnigan

/s/ Michael Young 07/23/07
M.A. Young

/s/ B.D. MacArthur 07/30/07
B.D. MacArthur

/s/ DW Hannah
D.W. Hannah

**For the
Union Pacific Railroad**

/s/ T.G. Taggart
T.G. Taggart

/s/ Alan L Weed
A.L. Weed

/s/ T.M. Stone
T.M. Stone

/s/ AC Hallberg
A.C. Hallberg

UNION PACIFIC RAILROAD COMPANY



Labor Relations
1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (402) 544-4562

May 15, 2007

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MR T J DONNIGAN
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CLINTON IA 52732

MR M A YOUNG
GENERAL CHAIRMAN - BLET
1620 CENTRAL AVE RM 203
CHEYENNE WY 82001

Gentlemen:

This has reference to our meetings in Kansas City, Missouri on March 21 and in Las Vegas, Nevada April 30, 2007, with BLET Vice Presidents Dale McPherson and Lee Pruitt, and Vice General Chairman Craig Carstenson. At one or both of these meetings, Labor Relations Directors Gary Taggart, Alan Weed, Terry Stone, Frank Tamisiea, General Director of Crew Management Mike Brazytis and Senior director of Timekeeping, Cliff Johnson represented the Carrier.

This letter will serve as confirmation of our discussions regarding the calculation of extra board guarantee, During our meetings, much of the discussion was centered around the Carrier's March 19, 2007 letter that confirmed our discussions held in Omaha, Nebraska on March 8, 2007.

The parties have consistently recognized the intent of the guaranteed extra board agreement(s) was not designed to provide an avenue to maximize guarantee without providing availability and service In accordance with the accepted principle, as well as the quid pro quo implicit in such guarantee agreement(s), the parties concur with an interpretation that when taking or when subject to compensated or non-compensated time off, an Engineer must perform service following the compensated/non-compensated time off. Where no service is performed between the day(s) of compensated/non-compensated time off, the subsequent lay-off as well as the period between time off will therefore be considered as unavailable time off the guaranteed extra board and will count as

Appendix F

Guaranteed Extra Clarification 05/17/2007

an occurrence(s).

It is understood that the forfeiture of guarantee shall not apply toward absences due to compensated bereavement leave, jury duty, personal leave, and vacation, provided there is intervening service between layoffs. An extra board Engineer's guarantee will be pro-rated for the days he/she is not on bereavement leave, jury duty, personal leave, and/or vacation and that these earnings will not be used in calculating the per-half guarantee.

The following are examples of Engineer extra board guarantee calculations under the BLET extra board agreements:

Example 1: An Engineer marks off the extra board at 10:00 a.m., on 3/1 for a single day of vacation. He/she is automatically marked up to the extra board at 10:00 a.m. on 3/2 at 8:00 p.m. on 3/2 he/she marks off sick. He/she is marked up to the extra board at 8:00 p.m. on 3/3. He/she marks off the extra board on at 9:00 a.m. on 3/5 for a single day of vacation. In that he/she observed three lay-offs before first performing service and the cumulative time off (10:00 a.m. 3/1 through 9:00 a.m. on 3/6) is greater than 72/96 hours, the Engineer will forfeit all guarantee for the pay half.

Example 2: An Engineer marks off the extra board at 9:00 a.m. on 3/1 for four (4) personal leave days. He/she is marked up to the extra board at 9:00 a.m. on 3/5, At 9:00 p.m. on 3/7 lays off sick for 24 hours. In that he/she observed another mark off before first performing service and the cumulative time off (9:00 a.m. 3/1 through 9:00 p.m. 3/08) is greater than 72/96 hours, the Engineer will forfeit all guarantee for the pay half.

During our discussions, the Carrier agreed with your organization's request that Engineers laying off other than first out will have their guarantee reduced by one pro-rated guarantee day for each twenty four hours or portion thereof based on the initial lay off time.

NOTE: In this regard, Portland Hub extra board Engineers remain governed by Section 4 of Memorandum of Agreement 1403159630

In addition, where only one Engineer is assigned to an extra board, such Engineer will have his/her guarantee reduced by one pro-rated guarantee day for each layoff of twenty four hours or portion thereof based on the initial lay off time.

Finally, to preserve the quid pro quo for the guarantee and the employee's obligation to remain available for call and to perform service, the parties agree to subsequently meet to provide further preventive guidelines, if necessary, should employees find other avenues to avoid work in order to manipulate guarantee.

This letter and the examples attached herein are intended to confirm our discussions on March 21 and April 30, 2007 relative to Engineer extra board guarantees on your respective properties and is not to be cited by either party as it relates to any other collective bargaining agreement

Yours truly,

/s/ T.G. Taggart
T.G. Taggart, Director

/s/ Alan L Weed
A.L. Weed, Director

/s/ T.M. Stone
T.M. Stone, Director

/s/ AC Hallberg
A.C. Hallberg, Director

BLET Extra Board Guarantee

Example 1: An Engineer works January 1st and 2nd. He/she then takes 1 compensated/non-compensated day on January 3rd. Marks up and available January 4th - 8th. Performs service on January 9th. He/she continues to be available and/or performs service through the 14th. On January 15th he/she take 1 compensated /non-compensated day on January 15th.

The guarantee will be pro-rated 13/15th

Example 2: Same Engineer in example 1 above, marks up on January 16th. Performs service on the 17th, takes 1 personal leave/single day vacation on the 18th performs service on the 19th, takes 2 personal leave/single days vacation on the 20th and 21st, performs service on the 22nd, takes 1 personal leave/single day vacation on the 23rd. He/she marks up and remains in available status through the 31st.

The guarantee will be pro-rated 12/16th because he/she performed service in between layoffs,

Example 3: An Engineer lays-off jury duty on January 1st through 5th. Performs service on the 6th. Takes one week of vacation starting January 9th.

The guarantee will be pro-rated 3/15th because he/she performed service in between layoffs.

Example 4: Same Engineer in Example 3 above, marks up from vacation on January 16th. He/she is available, but does not perform service between the 16th and 18th. On January 19, he/she lays off compensated/non-compensated for 48 hours. He/she is available/performs service between January 21 through the 31st.

The guarantee is forfeited because there was no service performed between the vacation ending on January 16th and the lay-off ending January 20th. Accordingly, the time between January 16th through the 20th was greater than 72 hours (96 on SPWL).

Example 5: An Engineer takes a week of vacation starting January 1st through the 7th. He/she is available, but does not perform service between the 8th and 10th. On the 11th he/she take a compensated/non-compensated lay off for 24 hours. He/she is available/performs service between the 12th and 15th

The guarantee is forfeited because no service was performed between the vacation ending January 7th and the compensated/non-compensated layoff on the 11th. Accordingly the time between January 1st and 12th is considered unavailable and exceeds 72 hours (96 on SPWL).

Example 6: An Engineer is granted a personal leave/single day vacation on the 1st. Marks up on the 2nd after 24 hours off. He/she performs no service between the 2nd and the 5th and he/she is then granted personal leave/single day vacation on the 5th. Marks up after 24 hours on the 6th. Performs service on the 7th through the 15th.

The guarantee is forfeited because the hours are considered cumulative and would therefore count as unavailable time because there was no work event between the personal leave/single vacation day taken between the 1st and the 6th.

Example 7: An Engineer is granted a 24-hour personal leave/single day vacation on the 1st. Marks up and performs service. On the 7th he/she lays off sick for twenty-four hours. Marks up and performs service. On the 15th, he/she again lays off sick.

The guarantee is pro-rated at 12/15 of the per-half guarantee.

Example 8: An Engineer lays off sick 3/1 at 10:00 a.m. Marks up 3/2 at 10:00 a.m. He/she lays off sick again on 3/3 at 10:00 a.m. with no intervening work event. He/she marks up on 3/4 at 10:00 a.m. and remains marked up and performs service during the pay half.

The guarantee is pro-rated at 12/15 of the per-half guarantee. The occurrences and hours are considered cumulative and would therefore count as unavailable time because there was no work event between the lay off.

Example 9: An Engineer is laid off compensated jury duty on the 1st to the 5th He/she marks up on the 5th. No intervening service is performed when he/she is granted a 24 hour personal leave/single vacation day.

The guarantee is forfeited. The hours are considered cumulative and would therefore count as unavailable time because there was no work event between the lay off.

Example 10: An Engineer is suspended from the 1st to the 5th. He/she marks up on the 6th. He/she remains marked and performs service through the 15th.

The guarantee is pro-rated at 10/15 of the per-half guarantee

Example 11: An Engineer is suspended from the 1st to the 5th. He/she marks up on the 6th. He/she lays off sick on the 7th with no intervening work event.

The guarantee is forfeited. The hours are considered cumulative and would therefore count as unavailable time because there was no work event between the layoff.

Example 12: An Engineer is laid off personal leave on 3/1. He/she marks up on 3/2. On 3/5 he/she is called for service and later given a call and release. Later on 3/5 the Engineer lays off for a single day vacation. He/she marks up on 3/6. He/she remains marked up and performs service during the pay half.

The guarantee is pro-rated 13/15. It is understood, call and releases will be considered as performing service relating to Engineer extra board guarantee.

EXTRA (UNDISTURBED) REST — HOLDING TURNS/EXTRA BOARD POSITIONS

MEMORANDUM OF AGREEMENT

#1210159745

between the
UNION PACIFIC RAILROAD COMPANY
For The Territory Eastern District

and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**EXTRA (UNDISTURBED) REST —
HOLDING TURNS/EXTRA BOARD POSITIONS**

At the request of the Organization in its letter of May 7, 1997, Carrier is now agreeable in amending the application of the System Agreement "Extra (Undisturbed) Rest" of June 1, 1996, to the extent as follows:

- Q-3 Is an Engineer removed from the extra board or pool when he/she takes extra rest at the home terminal?
- A-3 No. The Engineers' pool/extra board position will continue to rotate and if the Engineer is not rested when the turn/extra board position becomes first-out, it will remain first-out until the Engineer is rested and available for service.

This Memorandum of Agreement amending the application of the system "Extra (Undisturbed) Rest" Agreement will become effective on JANUARY 1, 1998 and may be cancelled at any time thereafter by the serving of a thirty (30) day advance notice by either party.

Signed this 25th day of NOVEMBER, 1997.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

./s/ Michael Young
M. A. YOUNG
GENERAL CHAIRMAN

/s/ L. A. Lambert
L. A. LAMBERT
GENERAL DIRECTOR LABOR RELATIONS

SIDE LETTER 20 TO 1986 AWARD 458

NATIONAL RAILWAY LABOR CONFERENCE

1901 L Street N.W. Washington D.C. 20036/Area code 202-682-7200

CHARLES I. HOPKINS, Jr.
Chairman

D. P. LEE
Vice Chairman and
General Counsel

G. F. DANIELS
Vice Chairman

R. T. KELLY
Director of Labor Relations

May 19, 1986

Mr. John P. Sytsma
President Brotherhood of Locomotive Engineers
1112 Engineers Building
1365 Ontario Street
Cleveland, OH 44114

Dear Mr. Sytsma:

This will confirm our understanding with respect to the pay differential for an Engineer working without a fireman and other related matters:

(1) Pay Differential

- (a) Notwithstanding the provisions of Article I, Section 8(g) and (i) (ii) and Article IV, Section 1(a) of the agreement of this date, the differential of \$4.00 per basic day in freight and yard service and 4 cents per mile for miles in excess of the number of miles encompassed in the basic day in freight service. Currently payable to an Engineer working without a fireman on locomotives on which under the former National Diesel Agreement of 1950 firemen would have been required, shall be increased to \$6.00 in three installments; \$1.00 effective July 1, 1986, \$.50 effective January 1, 1987, and \$.50 effective January 1, 1988, and to 6 cents per mile in three installments of 1 cent, one-half cent, and one-half cent, respectively, on the same effective dates.
- (b) An Engineer working with a reduced train crew (established pursuant to a crew consist agreement made subsequent to January 1, 1978) and without a fireman will be allowed the standard reduced train crew allowance for that trip unless the Engineer allowance for working without a fireman is greater. In no event will there be any duplication or pyramiding of payments. The term "standard reduced crew allowance" referred to herein, is the \$4.00 paid originally to the members of reduced train crews as that amount has been modified by subsequent general and cost-of-living wage increases.

- (c) Existing notices with respect to adjusting the pay differential for an Engineer working without a fireman are disposed of by this Agreement and notices concerning this subject are governed by the moratorium provisions of Article XVIII, Section 2 of this Agreement. Existing notices designed to change the cooperation relationship between the Engineer and other members of the crew where such relationships have been changed because of a crew consist agreement are disposed of by this Agreement and notices concerning this subject shall not be served. However, if the special allowance currently payable to a conductor working with one brakeman is subsequently increased for a conductor working without any brakeman, the organization may serve and pursue to a conclusion as hereafter provided proposals pursuant to the provisions of the Railway Labor Act seeking to adjust compensation relationships for Engineers on conductor only assignments.
- (d) Any additions allowance shall be limited in amount so that when combined with the differential payable to an Engineer working without a fireman, the total amount for that trip or tour of duty shall be no greater than the allowance paid to the conductor of that crew unless the present Engineer allowance for working without a fireman is greater. When the present Engineer allowance is greater it shall be converted to the allowance payable to the conductor when the latter allowance exceeds the former.
- (e) Where the organization serves such a proposal as above provided, the carrier may serve proposals pursuant to the provisions of the Railway Labor Act for concurrent handling therewith that would achieve offsetting productivity improvements and/or cost savings.
- (f) In the event the parties on any carrier are unable to resolve the respective proposals by agreement, the entire dispute will be submitted to final and binding arbitration at the request of either party.

(2) Guaranteed Extra Boards

- (a) Carriers that do not have the right to establish additional extra boards or discontinue an extra board shall have that right.
- (b) Upon thirty days' advance notice to the appropriate general chairman, a carrier may establish additional extra boards. Upon request of the general chairman, a meeting will be held to discuss the proposed action. However, this shall not serve to delay the establishment of any extra board.
- (c) When an extra board is established under this rule it will, unless the general chairman is notified otherwise, protect all jobs on that seniority district whose laying off and reporting points are closer to the location of the extra board than to the locations of other extra boards on that seniority district.
- (d) The carrier will regulate the number of employees, if any, assigned to such extra boards and will have the right to discontinue such boards.
- (e) While on an extra board established under this rule, each employee will be guaranteed the equivalent of 3000 miles at the basic through freight rate for each calendar month

unless the employee is assigned to an exclusive yard service extra board in which event the guarantee will be the equivalent of 22 days' pay at the minimum 5-day yard rate for each calendar month. All earnings during the month will apply against the guarantee. The guarantees of employees who are on the extra boards for part of a calendar month will be pro-rated.

- (f) Except as hereinafter provided, if an employee is suspended as a result of disciplinary action, lays off at his own request with permission, is not available for personal reasons, or misses a call, earnings lost as a result thereof will be deducted from the monthly guarantee. Unless the needs of the service dictate otherwise, employees assigned to an extra board which protects yard service exclusively may lay off for a maximum of two days per month without the earnings lost as a result thereof being deducted from the monthly guarantee.
- (g) The maximum number of guaranteed extra boards that can be in operation on a carrier any one time under this provision is three in the territory of each regular source of supply point on that carrier.
- (h) No existing guaranteed extra board will be supplanted by a guaranteed extra board under this rule if the sole reason for the change is to reduce the guarantee applicable to employees on the extra board.
- (i) This rule will not be construed as restricting any existing rights of a carrier to establish or discontinue extra boards. The rights conferred by this rule are in addition to preexisting rights.

This Letter of understanding shall not apply on carriers that have agreements with the organization adjusting the compensation of Engineers in response to the change in compensation relationships between Engineers and other members of the crew brought about by crew consist agreements unless the appropriate BLE General Chairman elects to adopt this letter agreement in lieu of the compensation adjustments provided in such agreement. Such election must be exercised on or before 45 days following the date of this Agreement. If such action is made, the provision of such local agreements concerning matters other than compensation shall be retained.

Where the General Chairman does not elect to substitute this letter of understanding as provided for in the paragraph above and, therefore, the local agreement remains in effect in its entirety and such local agreement contains a moratorium provision, it is agreed that any special allowance provided for therein that is subject to being increased by general wage increases shall be excluded from the provisions of Article I, Section 8(a), Article II, Section 1(b) and (d), and Article IV, Section 5(a) and (b).

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,
/s/ C. I. Hopkins. Jr.

I agree:

/s/ John F. Sytsma
John F. Sytsma

APPENDIX G – INSTRUCTION & TRAINING

MEMORANDUM OF

AGREEMENT

#1810019429

between the

UNION PACIFIC RAILROAD COMPANY

for the territory

EASTERN DISTRICT

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INSTRUCTION-EXAMINATION CLASSES-OPERATING RULES

The parties signatory hereto fully endorse adherence to the Operating Rules and recognize the importance of instruction and examination on such rules in order to ensure that employees complete their duties safely and efficiently.

ACCORDINGLY, in regard to Instruction and Examination classes on Operating Rules, the parties hereby agree to the following conditions:

1. When notified by Carrier, employees will be required to attend Instruction-Examination classes covering Operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brakes and Train Handling Instructions, and Instructions for handling hazardous materials.
2. Employees required to attend the aforementioned Instruction-Examination classes will be paid in one of the following manners:
 - (a) Attendance during off duty hours will be paid from the time required to report until released, with a minimum of four (4) hours at the basic pro-rata rate of the last service performed.

NOTE: This includes employees who can attend classes immediately prior to or at the completion of their tour of duty, provided the employees have sufficient time under the Hours of Service Act.

- (b) Employees who are not afforded an opportunity to attend class during their off-duty hours will be paid for all time lost.

3. Employees who have completed their tour of duty will not be required to attend rule classes later in the day without at least eight (8) hours of proper rest. Further, employees required to attend classes will not be required to protect their assignments later in the day without at least eight (8) hours of proper rest
4. Employees will be given adequate advance notice of the available Instruction-Examination classes which will include the dates and times in which Instruction-Examination classes will be held. An employee must attempt to attend a class during his/ her off-duty hours unless such advance notice of classes clearly indicates that the employee will not be afforded such opportunity.
5. Employees required to attend Instruction-Examination classes at other than their home terminal will be reimbursed for necessary auto mileage at the prevailing rate for the use of personal automobiles.
6. Employees will be given and required to pass written examinations which will consist of questions relative to the rules, instructions etc., as set forth in Item 1. An employee who fails to satisfactorily pass the required examinations will be re-examined after having received instructions on the subject matter contained in such examinations. The instructions and re-examinations provided to the employee will be without any compensation.
7.
 - (a) If an employee fails to pass the required examinations after two (2) attempts, such employee will be required to consult with the Superintendent or designated representative and his/ her local chairman for the purposes identifying and possibly overcoming any problems associated therewith. Employees will be withheld from further service until such time as they have successfully passed all required examinations. The additional training and re-examinations will be without compensation to the employee.
 - (b) After the second failure of the operating examination, the employee will be given six months in which to successfully pass such examination. The employee will be given at least one opportunity per month during this time to pass the examination. At the completion of six months, if said employee has still failed to pass the necessary examinations, that employee will automatically terminate all seniority and employment rights with the Carrier. It is understood that the Organization retains the right to handle any such termination by appealing the termination directly to the highest level of appeal under the applicable time claims/ discipline procedures. In the event the parties upon appeal do not reach an accord on the employee's termination, the Organization has the right to forward the dispute for final and binding resolution through the arbitration process set forth in the Schedule of Agreement as well as the Railway Labor Act
8. An employee who fails to attend the required Instruction-Examination class without good cause will be withheld from service until such time as such employee attends the required class. The Carrier will upon request of the employee, arrange for another Instruction-Examination class as soon as possible. The subsequent Instruction-Examination class will be without compensation to the employee.

9. It is understood that where any Agreement rules, procedures and/or understandings are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.
10. The terms and conditions of this Memorandum of Agreement shall be effective September 1, 1994, and should continue in effect except as may be modified or amended under the provisions of the Railway Labor Act.

Signed this 26th day of September, 1994.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ Michael Young
M. A. Young
General Chairman, BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ A.C. Hallberg
A C. Hallberg
Director Labor Relations

/s/ L. A. Lambert
L. A. Lambert
General Director Labor Relations

SYSTEM AGREEMENT - INSTRUCTOR ENGINEERS

The Carrier may utilize Locomotive Engineers to provide on-the-job training to student Engineers. Such training will be delivered by Locomotive Engineers designated as 'Instructor Engineers' during their working trips, subject to the following:

Instructor Selection/Retention

1. The Carrier will determine the number of Instructor Engineers needed in a particular territory.
2. The availability of that number of Instructor Engineer designations will be advertised.
3. The appropriate Carrier officer and the BLE Local Chairman will review the applications and select the successful applicants. In order to ensure that the most qualified applicants are selected, consideration should be given to the following factors:
 - Skill as a Locomotive Engineer.
 - Communication skills.
 - Safety/discipline record.
 - Experience as a Locomotive Engineer.
 - Seniority.

As the purpose is to select the most qualified applicants, the parties must display the utmost objectivity and fairness in making their-selections.

In the unlikely event that the Carrier Officer and Local Chairman are unable to agree on selection, the selection will be made by the Carrier officer.

4. The Carrier will develop and utilize a feedback mechanism, which will allow student Engineers to evaluate Instructor Engineers. The appropriate Carrier Officer and BLE Local Chairman will periodically review the evaluations for the purpose of identifying performance deficiencies.
5. Where appropriate, the Carrier officer should consult with the Instructor Engineer and the BLE Local Chairman in an attempt to correct any performance deficiencies prior to removal. The Carrier may remove a particular Locomotive Engineer from the list of designated Instructor Engineers.
6. Instructor Engineers may voluntarily relinquish their designation as such.

Training Conditions

1. Instructor Engineers will be responsible for the proper supervision of student Engineers during their on-the-job training.
2. Instructor Engineers will permit student Engineers to operate the locomotive and perform other functions of an Engineer.
- 3.

The Instructor Engineer will not be held responsible for broken knuckles, damaged drawbars, or rough handling or missed platforms when the locomotive is operated by the student Engineer.

Instructor Engineers will not be held responsible for rule violation(s) committed by the student Engineer so long as the Instructor took every reasonable precaution to prevent the rule violation(s) and alleged negligence on the part of the Instructor Engineer nether caused nor directly contributed to the rule violation(s).

1. The Instructor Engineer will complete any required report regarding the performance of the student Engineer.

Compensation

1. Instructor Engineers will receive one of the following allowances, in addition to all other earnings, for each tour of duty with a student Engineer or with an Engineer taking a recertification trip required by the FRA to maintain his or her Locomotive Engineer's license:

Yard Service: \$14.00

Road Service (including local and road switcher): \$ 28.00

NOTE: The foregoing allowances are "frozen" (i.e. not subject to future wage increases).

INSTRUCTOR ENGINEERS

The parties recognize that it is the intent of this agreement to provide sufficient Engineer instructors to meet the needs of the service. This benefits currently working Engineers because it assists in providing additional manpower to meet the needs of new business and the normal attrition of current Engineers. The interruption of training due to an insufficient number of trainer applicants or the voluntary relinquishment of trainer positions could adversely affect the training of student Engineers and result in current Engineers working additional assignments.

Therefore, if a sufficient number of applicants are not received in a given area or voluntary relinquishment of trainer assignments causes an insufficient number of trainers to meet the needs of the service, then the Carrier may revert to the former method of assigning students to Engineers in that area and the pay provisions that existed previously shall also apply.

LETTER INDICATING AGREEMENTS NO LONGER APPLICABLE

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET, OMAHA, NEBRASKA 68179 (402) 271-3796

L. A. LAMBERT
GENERAL DIRECTOR
LABOR REALTIONS-OPERATING WEST

File: 550.30-1

MR. D L STEWART
GENERAL CHAIRMAN BLE
44 NORTH MAIN
LAYTON UT 84041

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

Gentlemen:

The new "System Agreement - Instructor Engineers", (Attachment (c) of the 1996 System Local Agreements), was effective June 1, 1996. As a result of this new agreement, the following basic Schedule of Agreements are no longer applicable:

Agreement of February 1, 1979

For the Territories Los Angeles/Salt Lake (California Division) and the Northwestern District - Oregon Division

Appendix 37 of the Basic Schedule of Agreement

For the Territories Salt Lake City/Butte and Granger/Huntington (Idaho Division)

Appendix "O" of the Basic Schedule of Agreement

For the Territory Eastern District

Agreement of May 14, 1974, as Amended

For the Territory Feather River Division (Western Pacific)

In addition, all other agreements, understandings, or interpretations relative to Engineer Instructors and/or pay thereof are also no longer applicable.

Yours truly,

/s/ L. A. Lambert
L. A. Lambert

SYSTEM AGREEMENT - PEER TRAINING

The parties recognize that several factors including FRA licensing, new technology, rules exams, fuel conservation, etc., have created a need for more expanded training programs. Due to the ebb and flow of training opportunities and the benefits that arise from the use of peer training, the parties agree that the Carrier may supplement its training program with peer-trainers as follows:

- 1) The Carrier may develop a pool of peer trainers in two classifications called (1) classroom peer trainers and (2) field peer trainers. An employee may be qualified as both a classroom and field peer trainer.
- 2) The Carrier may post notices for a seven (7) day period advertising a specific number of classroom and/or field peer trainer positions. It is anticipated that the positions will be established at major home terminals but the parties recognize that trainers may be sent to smaller terminals to assist in training. Trainers may also travel to other major home terminals to train new trainers. The positions will be for a one-year period and then rebulletined.

NOTE 1: Peer trainers who are working as such at the end of the one year period will finish their assignment but will not begin a new peer training assignment unless selected for a new one-year period.

NOTE 2: At terminals where more than one seniority district works, i.e. Salt Lake City, it is not necessary to have trainers from each seniority district. A trainer may train Engineers from multiple seniority districts.

NOTE 3: Engineers holding seniority at a given location will be used as trainers unless business levels are such that it would create a shortage or continue a shortage of Engineers at that location. In these instances, trainers from an area of surplus may be used. In Notes 2 and 3, field rides will only be given after a peer trainer is familiar with the territory.

- (a) The Local Chairmen will collect the applications and review them with the designated Carrier Officer. If the list of applicants is equal to or greater than twice the number of positions posted, the two parties will then eliminate one name each on an alternating basis (Local Chairmen first) until the number remaining equal the number of trainer positions posted.
- (b) If the number of applicants is less than twice the number, the Local Chairman and Carrier Officer may accept the list as is to make their selections or they may add to the list (Carrier Officer first) until twice the number of Engineers are on the list. The parties will then finalize the list per (a) above.
- (c) The Engineers selected will be designated as Trainers subject to the terms and conditions of this agreement.

NOTE 1: The non-selection of an Engineer as a trainer does not reflect on the ability of an Engineer to handle a train but recognizes that trainer skills are different skills.

NOTE 2: Should the Local Chairmen not produce a list of applicants and/or proposed trainers, then the General Chairman will do so in a timely manner.

Peer trainers may be used for any training needs for Engineers or the public such as but not limited to:

- i. Red Block.

- ii. Operation Life Saver.
- iii. New equipment - including distributive power.
- iv. Rules exams.
- v. Check rides - pre-certification, familiarization and others.
- vi. Simulator.

Pilot service - terminal and road familiarization in connection with mergers, trackage rights, new ID runs, etc.

- a. is recognized that work in each area will overlap and claims will not be filed Classroom peer trainers will be primarily used in classroom settings, including rules exams, Red Block, Operation Life Saver, etc.
- b. Field peer trainers will be primarily used in the field including check rides, hostler training, new equipment, simulators, pilot service, etc.

Employees designated as both classroom and field peer trainers maybe used in either capacity. The two classifications of trainers are meant as guidelines and it because of any overlap.

The Carrier may require additional training for peer trainers designed to enhance their ability to perform peer training duties. When sent to another location for additional training or to train others, they will be reimbursed for actual travel expenses as arranged by the Carrier. Employees who receive permission to drive their own automobile will be reimbursed at the then current mileage rate. Employees must turn in expense account forms showing actual travel and meal expenses and receipts where required by Carrier policy.

When a training need arises, the Carrier will select a peer trainer(s) from the pool of trainers and assign the trainer(s) to the assignment. If the assignment is anticipated to be 30 days or less, the vacancy, caused by the trainer leaving their regular assignment, will be treated as a temporary vacancy under existing rules. If it is anticipated that the vacancy will be for 31 days or longer, then as a permanent vacancy under existing rules.

7) Peer trainers shall be paid as follows:

- a) Trainers who work in a classroom or simulator setting shall be paid \$230 per day.
- b) Trainers who work in the field (on moving locomotive units) will be paid the greater of \$230 per day or one hundred fifteen(115) percent of their prior years' earnings used to determine their 1/52 vacation pay. The percentage amount shall be divided by 365 and a daily rate shall be established.
- c) The rate (\$230 or 115%) shall be paid for each day the trainer is withheld from their regular assignment due to their training assignment. The payment, either the percentage amount or the minimum amount shall be for all services rendered and no other payment, overtime or arbitrary of any kind shall be paid.

Example 1: The trainer, working in pool freight service, is notified to teach rules exams the following week beginning on Monday. If his/her pool turn normally would arrive back in town no later than Saturday at 11:59 p.m., he/she will work the turn and begin training Monday through Friday and be paid five days at \$230 per day. If his/her pool turn leaves on Friday (the last day of training) and returns on Saturday, then he/she will receive another day's pay for Saturday. If the original pool turn does not leave until the Saturday before the training begins, the trainer will be paid two additional days at \$230 for the Saturday/Sunday missed days of the regular turn.

Example 2: The rate using the percentage factor is \$265 per day. A trainer is used to work with

an Engineer on distributed power between two terminals. The trainer is used on Monday to the far terminal and Tuesday back, the same days his regular assignment worked. The trainer is paid \$265 per day.

- d) Any Engineer working as a trainer will be treated as occupying the highest rated position available for purposes of computing any applicable protection.

It is understood that all time spent serving in any program addressed by this Agreement is considered the same as marked up and available for guarantee purposes. Such time will also be considered as compensated service for the purpose of calculating vacation qualification and vacation earnings.

2008 PEER TRAINING AGREEMENT MODIFICATION

D K Peitzmeier
Director - Labor Relation

June 6, 2008

LOA #1206060829
550.65

MR. M. A. YOUNG
GENERAL CHAIRMAN BLET
1620 Central Avenue, STE 203
CHEYENNE, WY 82001

Dear Sir:

This is in reference to our joint efforts to modify the BLET System - Peer Training Agreement. As you are aware, the BLET System Agreement utilizes the experience of Engineers as peer trainers, The parties recognize several factors have created a need for more expanded training programs/processes. Therefore, the parties have agreed to amend the BLET System Agreement - Peer Training rate as set forth herein.

Effective on the first day of the payroll period immediately following the date this Letter of Understanding is signed, wherever the rate of \$230.00 appears in Paragraph 7 of the "System Agreement - Peer Training" will be increased to a daily rate of \$250.00 per day, subject to all legal deductions including but not limited to applicable federal, state and/or Railroad Retirement deductions/withholdings. Effective June 30, 2008 this rate of pay will be subject to all future applicable general wage and cost-of-living adjustments (including retroactive general wage increases of the 2006 BLET National Agreement). This rate of pay applies to all BLET Peer Trainers and is not retroactive.

The parties mutually commit to negotiations to address outstanding concerns including, but not limited to, the selection of peer trainers and additional compensation in an expedited manner on a non-referable and without prejudice basis.

If the foregoing properly reflects our understanding, please so indicate by affixing your signature in the space provided below.

Yours truly

/s/ D.K. Peitzmeier

/s/ Michael Young
General Chairman BLE

Date *June 10, 2008*

APPENDIX H – SENIORITY

CONSOLIDATION OF SENIORITY DISTRICTS TEN AND ELEVEN

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNITED TRANSPORTATION UNION (E)

CONSOLIDATION OF ENGINEER AND FIREMEN SENIORITY **DISTRICTS TEN AND ELEVEN**

The Tenth Seniority District is described in the Engineer schedule as:

"(Ellis District) Ellis to Sharon Springs, and Oakley to Plainville, including yard at Sharon Springs."

The Tenth Seniority District is described in the firemen schedule as:

"(Ellis District) Ellis to Sharon Springs, and Oakley to Plainville, including yard and hostling at Sharon Springs."

The Eleventh Seniority District is described in the Engineer schedule as:

"(Hugo District) Sharon Springs to Hugo."

The Eleventh Seniority District is described in the firemen schedule as:

"(Hugo District) Sharon Springs to Hugo including yard and hostling at Hugo."

Effective at 12:01 a.m., December 1, 1977 the above-described seniority districts for Engineers and firemen will be consolidated and a new seniority district created subject to the conditions set forth below:

1. Employees holding seniority dates as firemen on the Tenth Seniority District at of the close of the day November 30, 1977 will retain prior rights in such service on the Tenth Seniority District according to their then existing relative seniority status and will be given a seniority date as firemen on the Eleventh Seniority District as of 12:01 a.m., December 1, 1977 following the junior fireman on the Eleventh Seniority District in the same relative standing as on the Tenth Seniority District.
2. Employees holding seniority dates as firemen on the Eleventh Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Eleventh Seniority District according to their then existing relative seniority status and will be given a seniority date as firemen on the Tenth Seniority District as of 12:01 a.m., December 1, 1977 following the junior fireman on the Tenth Seniority District in the same relative standing as on the Eleventh Seniority District.
3. Employees holding seniority dates as Engineers on the Tenth Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Tenth Seniority District according to their then existing relative seniority status and will be given a seniority date as Engineer on the Eleventh Seniority District as of 12:01 a.m., December 1, 1977 following the junior Engineer on the Eleventh Seniority District in the same relative standing as on the Tenth Seniority District.

4. Employees holding seniority dates as Engineers on the Eleventh Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Eleventh Seniority District according to their then existing relative seniority status and will be given a seniority date as Engineer on the Tenth Seniority District as of 12:01 a.m., December 1, 1977 following the junior Engineer on the Tenth Seniority District in the same relative standing as on the Eleventh Seniority District.
5. On and after 12:01 a.m., December 1, 1977 a consolidated seniority roster will be maintained for the consolidated seniority district.
6. Employees who on November 30, 1977 hold seniority as firemen on the Tenth and Eleventh Seniority District and who are promoted to Engineer on or after December 1, 1977 will be considered prior rights Engineers under the provisions of this Agreement.
7. All firemen hired on and after 12:01 a.m., December 1, 1977 for service in the consolidated seniority district will be accorded a seniority date as firemen in such consolidated seniority district. All such firemen who are promoted will be accorded a seniority date as Engineer in such consolidated seniority district and will be required to protect positions on the consolidated territory.
8. Employees holding seniority as fireman and/or Engineer on the Tenth or Eleventh Seniority District who are temporarily suspended, dismissed from service, or on authorized leave on November 30, 1977 shall be accorded a seniority date in the other appropriate seniority district on their return to service in the same manner as though they had been in service on November 30, 1977.
9. Oakley, Kansas will be the home terminal for interdivisional freight passenger and extra service on the consolidated territories.
10. No prior rights Tenth Seniority District employee will be forced to a vacancy in the former Eleventh Seniority District territory; and no prior rights Eleventh Seniority District employee will be forced to a vacancy in the former Tenth Seniority District territory.

Dated at Omaha, Nebraska this 30th day of November 1977.

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

FOR THE UNITED TRANSPORTATION UNION (E)

/s/ R. J. Green
General Chairman

ESTABLISHING TWELFTH SENIORITY DISTRICT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ESTABLISHMENT OF TWELFTH SENIORITY DISTRICT

Section 1. A new seniority district is established for Engineers to be identified as follows:

Twelfth Seniority District: East Switch, Point of Rocks, to and including West Switch, Granger, and all yards and branches within this territory.

... Modified by agreement dated 08/26/1977

"A new seniority district is established for Engineers to be identified as follows:

"Twelfth Seniority District east switch Black Buttes, to and including West Switch, Granger, and all yards and branches within this territory."

Modified by LOU dated 06/02/1978

The east limit of the Twelfth Seniority District will be M.P. 775.5 with the understanding that Twelfth District Engineers may operate east of this point only to the extent that some part of their train is between M.P. 775.5 and M.P. 775.25

Section 2. Employees holding a seniority date in engine service on the effective date of this Agreement on the Sixth or Seventh Seniority District will retain all rights to assignments operating exclusively within territorial limits of the Sixth or Seventh District and will be granted rights on the Twelfth Seniority District. Employees acquiring seniority in engine service on the Sixth or Seventh District on or after the effective date of this Agreement will hold no rights to service in the Twelfth District. Employees acquiring seniority in engine service on the Twelfth District on or after the effective date of this Agreement will hold rights on the Twelfth District only.

Section 3. Road service in the territory described in Section 1 above may be handled by Combination Road and Yard Switchers under the provisions of Rule 24 of the Rules Agreement.

Section 4. Twelfth District Engineers will man short runaround service which is called to operate exclusively within the Twelfth District.

Section 5. Work trains and locals operating exclusively within Twelfth District territory will be manned by Twelfth District Engineers. Work trains operating both inside and outside this territory will be manned by Sixth or Seventh District Engineers, except that when work trains originate or operate more than four (4) miles within the territory identified as the Twelfth District, such work trains will be manned by Twelfth District Engineers while so operating. Sixth or Seventh District Engineers required to perform work train service which originates

or operates more than four (4) miles within this territory will be allowed a penalty of 100 miles. Yard service within the territorial limits of the Twelfth District will be manned by Twelfth District Engineers.

Section 6. Dogcatching of trains manned by Twelfth District Engineers will be handled by Twelfth District Engineers. Dogcatching of trains manned by Sixth or Seventh District Engineers dying in the territory described in Section 1 above will also be handled by Twelfth District Engineers. If Sixth or Seventh District Engineers are used to dogcatch

Sixth or Seventh District trains dying in the territory described in Section 1 above, they will be allowed a penalty of 50 miles.

Section 7. The following is added to Rule 19(c) of the Rules Agreement:

"Twelfth District road Engineers may make one pick up and one set out, or two pickups or two set outs in the Green River and/or Rock Springs yards. Twelfth District road Engineers may make two spots of revenue cars from their train in the Green River and/or Rock Springs yards. Twelfth District road Engineers may spot non-revenue cars from their train in the Green River and/or Rock Springs yards; however, these spots of non-revenue cars cannot exceed a total of five in any calendar month."

"Twelfth District road Engineers may place one car or one cut of cars from their train into a waiting train at Green River or Rock Springs in order to avoid delay to such waiting train.

However, if the waiting train is manned by a Sixth District road Engineer operating through Rock Springs the Sixth District road Engineer on the waiting train will be allowed actual time consumed in the placement of the car or cut of cars by the Twelfth District road Engineer at the pro rata rate of pay with a minimum allowance of one hour."

Section 8. Sixth or Seventh District Engineers destined Green River who die under the law between Point of Rocks and Granger will be deadheaded no later than on the first following train moving to Green River and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on.

Section 9. There will be no more than two set outs and/or two pickups made by Sixth or Seventh District Engineers in the road territory described in Section 1 above. In consideration of this, the following will apply to Sixth and Seventh District Engineers:

Paragraph (b) of Part III "Rule Changes" of the BofLE Interdivisional Runs Agreement dated December 16, 1971 modifying Paragraph (a) of Rule 17 "Overtime" of the Rules Agreement.

Section 10. Seventh District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Salt Lake or Ogden to Green River and return if they reach Evanston on the eastbound trip. Sixth District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Rawlins to Green River and return if they reach Point of Rocks on the westbound trip.

.... **reference Agreement dated 08/26/1977**

It is understood that "actual miles" as used in this section means any allowable constructive miles for employee in-service as of August 26, 1977. For employees hired on or after August 26, 1977 it means "actual miles" with no constructive miles.

Section 11. Sixth District Engineers who are in service on the effective date of this Agreement will be allowed basic rate for actual road miles run. Sixth District Engineers hired on or after the effective date of this Agreement will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all

miles over 100 miles paid for at the mileage rate of pay. Seventh District Engineers who are in service on the effective date of this Agreement will be allowed basic rate for 200 road miles when making a terminal-to-terminal trip between Ogden and Green River. Seventh District Engineers hired on or after the effective date of this Agreement will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles run over 100 miles paid for at the mileage rate of pay.

Section 12. Engineers in District Six or Seven with a seniority date prior to the effective date of this Agreement who become furloughed after the effective date of this Agreement will be protected at an amount equivalent to 3200 miles at the through freight basic rate of pay for a period of six years from the effective date of this Agreement. However, District Six or Seven Engineers will not be required to exercise seniority in the Twelfth District in order to keep from becoming furloughed under this Section 12.

Section 13.

- a. Effective with the date of this Agreement, a Sixth or Seventh District Engineer who is not assigned to the Twelfth District who is required by the Company to perform service on the Twelfth District, except making pick-ups and/or set-outs, and except as otherwise provided in this Agreement, will be allowed a penalty of 100 miles.
- b. Sixth or Seventh District Engineers who are required to perform service on the Twelfth District under the provisions of Paragraph (a) of this Section 13 will be deadheaded home on the first train after completion of shift in the Twelfth District.

Section 14. After the Twelfth Seniority District in effect for one year the parties will meet to consider any changes desired by either party.

Section 15. This Agreement will become effective upon service of a thirty day written notice by the Carrier on the Organization and will remain in effect until changed in accordance with the Railway Labor Act.

Dated at Omaha, Nebraska this 26th day of August, 1977.

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

DOVETAILING SENIORITY

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Contemplating Dovetailing Seniority

Section 2 of Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" contemplates dovetailing the seniority rosters of Sixth and Seventh District enginemen. It is agreed that in the dovetailing process if two or more employees have the same seniority date the ranking of the employees will be determined by:

"The date and time of application for employment. If this is the same, the ranking will be determined by:

"The employee's birth date."

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

AUGUST 26, 1977 AGREEMENT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Redefining East Limit of Twelfth District

Upon service of a 30-day written notice by the Company on the Organization, Section 1 of Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" is changed to read:

"A new seniority district is established for Engineers to be identified as follows:

"Twelfth Seniority District east switch Black Buttes, to and including West Switch, Granger, and all yards and branches within this territory."

Upon placing this new Section 1 in effect, the Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" is modified to the extent necessary to conform to such new Section 1.

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. BECKER
General Chairman

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

APPLICATION OF ACTUAL MILES

AGREEMENT
between the

**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the**

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Defining Actual Miles

Section 10 of Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" reads:

"Section 10. Seventh District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Salt Lake or Ogden to Green River and return if they reach Evanston on the eastbound trip. Sixth District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Rawlins to Green River and return if they reach Point of Rocks on the westbound trip."

It is understood that "actual miles" as used in this section means any allowable constructive miles for employee in-service as of August 26, 1977. For employees hired on or after August 26, 1977 it means "actual miles" with no constructive miles.

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

LOU – AUGUST 26, 1977

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

E-013-22-52
August 26, 1977

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

Dear Sir:

This refers to Agreement titled "Establishment of Twelfth Seniority District". It is agreed:

1. Engineers on the Sixth or Seventh District will continue to man the Twelfth District service from their respective districts for a maximum period of four months from the date the Twelfth Seniority District is established. During this up-to-four-month period Sixth District Engineers will not work on the Seventh District nor will Seventh District Engineers work on the Sixth District. However, if Sixth District Engineers work on the Seventh District or if Seventh District Engineers work on the Sixth District they will be allowed a penalty of 100 miles.
2. Sixth or Seventh District Engineers used to man service in the Twelfth District for this up-to-four-month period will be furnished lodging and will be allowed meal allowance.
3. Prior to the establishment of the Twelfth Seniority District a meeting will be held with Employee representatives and Company representatives, including Operating, Labor Relations, and Timekeeping officers for the purpose of discussing this operation.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

LOU - ONE YEAR PRIOR RIGHTS CONDITIONS

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

E-013-22-52
August 26, 1977

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

Dear Sir:

This will confirm our understanding that for a period of one year from the date the Twelfth Seniority District is established or until Twelfth District assignments work east and west of Green River, whichever comes first, Sixth District Engineers will have prior rights to all Twelfth District assignments working exclusively east of Green River, and Seventh District Engineers will have prior rights to all Twelfth District assignments working exclusively west of Green River.

After one year after the Twelfth Seniority District is established, or after Twelfth District assignments work east and west out of Green River, whichever comes first, the Twelfth District roster only will be used to fill all assignments regardless of which direction worked out of Green River.

This Agreement may be cancelled at any time by either party serving a ten-day written notice upon the other.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

LOU - TERMINAL DEPARTURE ORDER PENALTY

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

E-013-22-52
August 26, 1977

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

Dear Sir:

In consideration of the establishment of the Twelfth Seniority District it is agreed that effective on the effective date the Twelfth Seniority District is established, Sixth and Seventh District Engineers who are called in their turn for the following pool freight service:

Salt Lake City to Green River
Ogden to Green River
Green River to Ogden
Green River to Rawlins
Green River to Salt Lake City
Rawlins to Green River

and who do not depart from their terminal in the order called, will be allowed a runaround of 50 miles.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

12TH DISTRICT GEB

AGREEMENT
between the

**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the**

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GUARANTEED EXTRA BOARD TWELFTH SENIORITY DISTRICT

IT IS AGREED THAT EFFECTIVE OCTOBER 1, 1977:

Section 1. Co-effective with the establishment of the Twelfth Seniority District, a guaranteed extra board for Engineers shall be established.

Section 2. The number of employees assigned to such extra board shall be determined by the Carrier.

Any changes in the number of employees assigned to such extra board shall be made at 12:00 noon. When an employee is added to the extra board such employee shall not be removed there from for a period of seven (7) days.

Section 3. Engineers assigned to the extra board shall receive a monthly guarantee, or portion thereof, equivalent to 3500 miles per month at the standard basic daily through freight rate applicable in the weight-on-drivers bracket, 950,000 and less than 1,000,000 pounds (\$63.09, effective July 1, 1977). This rate is subject to future general wage adjustments. The guarantee will be computed on a monthly basis and shall be reduced by 117 miles for each calendar day or portion thereof that the employee is not available. The monthly guarantee shall be computed from the first day of the month to and including the last day of the month.

Section 4. Extra board Engineers will be required to register their accumulated mileage each day on a form provided for that purpose commencing on the effective date of this Agreement. Extra board Engineers who fail to register their mileage shall be placed last-out after proper mileage is registered. When an Engineer assigned to the extra board accumulates 4200 miles during a month he shall be parked for the remainder of that month unless there are no other Extra Engineers available for service.

Section 5. This Agreement may be terminated by service of a 30-day written notice by either party on the other.

Signed at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

LOU – JUNE 2, 1978

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

R. D. Meredith
Asst. Director of Labor Relations

E-013-22-52
June 2, 1978

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

Dear Sir:

This will confirm our understandings about establishment of the Twelfth Seniority District.

1. Sixth District Extra Engineers will be called to operate Rawlins to Prospect Point to Rawlins incident to handling coal cars.
2. Sixth District Extra Engineers will be called to operate Rawlins to Thayer Junction to Prospect Point to Rawlins incident to handling coal cars.
3. Sixth District pool Engineers will be called to handle empties Rawlins to Prospect Point and will run light or deadhead to Green River.
4. A Sixth District Extra Engineer in coal service who operates Rawlins to Prospect Point to Green River will be deadheaded to Rawlins.

When a Twelfth District Engineer operates Green River to Prospect Point to load coal, either a Sixth District pool freight Engineer will be called at Green River to take coal to Rawlins or a Sixth District Engineer will be called at Rawlins to pick up coal and take it to Rawlins.

The east limit of the Twelfth Seniority District will be M.P. 775.5 with the understanding that Twelfth District Engineers may operate east of this point only to the extent that some part of their train is between M.P. 775.5 and M.P. 775.25.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

LOU – SEPTEMBER 1 , 1978

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

R. D. Meredith
Asst. Director of Labor Relations

E-013-22-52
September 1, 1978

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

Dear Sir:

This will confirm our understanding that Engineers hired on the Sixth Seniority District (Rawlins) or the Seventh Seniority District (Ogden) after February 1, 1978, the date the Twelfth Seniority District was established, will not be accorded a seniority date on the Twelfth Seniority District when their standing on either the Rawlins or Ogden extra board requires their use in the Twelfth Seniority District.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

APPENDIX I – HUB AGREEMENTS

DENVER HUB

MERGER IMPLEMENTING AGREEMENT **(Denver Hub)**

between the
UNION PACIFIC/MISSOURI PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32760, the U.S. Department of Transportation, Surface Transportation Board (“STB”) approved the merger of the Union Pacific Corporation (“UPC”), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as “UP”) and Southern Pacific Rail Corporation, Southern Pacific Transportation Company (“SP”), St. Louis Southwestern Railway Company (“SSW”), SPCSL Corp., and The Denver & Rio Grande Western Railroad Company (“DRGW”) (collectively referred to as “SP”). In approving this transaction, the STB imposed New York Dock labor protective conditions.

Subsequent to the filing of UP’s application, but prior to the STB’s decision, the Parties engaged in certain discussions which focused upon the Carrier’s request that the Brotherhood of Locomotive Engineers support the merger of UP and SP. These discussions resulted in the exchange of certain commitments between the Parties which were outlined in letters dated March 8, 9 and 22, 1996. Copies of these letters are attached collectively as Attachment “A” to this Agreement.

In order to achieve the benefits of operational changes made possible by the transaction, to consolidate the seniority of all employees working in the territory covered by this Agreement into one common seniority district covered under a single, common collective bargaining agreement,

IT IS AGREED:

I Denver Hub

A new seniority district shall be created that encompasses the following area:

- UP milepost 429.7 at Sharon Springs, Kansas;
 - UP milepost 511.0 at Cheyenne, Wyoming;
 - DRGW milepost 451.7 at Grand Junction, Colorado and
 - DRGW milepost 251.7 at Alamosa, Colorado;
 - SSW milepost 545.4 at Dalhart, Texas and
 - UP milepost 732.1 at Horace, Kansas
- and all stations, branch lines, industrial leads and main line between the points identified.

II Seniority and Work Consolidation.

The following seniority consolidations will be made:

- A. A new seniority district will be formed and a master Engineer Seniority Roster, UP/BLE Denver Hub

Merged Roster #2, will be created for the employees assigned to the Denver Hub on December 1, 1996. The new roster will be created as follows:

1. Engineers placed on this roster will be dovetailed based upon the employee's current Engineer's seniority date. If this process results in employees having identical seniority dates, seniority will be determined by the employee's current hire date with the Carrier.

Prior Rights to Zones, Example (assumes only has 5 people on roster):

Name	Roster Ranking	Zone 1 (Denver Terminal, Denver-Axial/Bond/ to Sharon Springs /Cheyenne excluding Sharon Springs & Cheyenne yard/local /road switchers, Pueblo-Horace) [UPED,MPUL Pueblo roster, DRGW]	Zone 2 (Grand Junction / Denver/Bond/Montrose /Oliver/Minturn) [DRGW] [DRGW]	Zone 3 (Pueblo-Denver/S.Fork/Minturn/ to Dalhart, excluding Dalhart)
JONES, A	#1	X		
SMITH, B	#2	X		
ADAMS, C	#3			X
BAILEY, D	#4		X	
GREEN, E	#5			X

2. All employees placed on the roster may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this Agreement.
3. New employees hired and placed on the new roster on or after December 1, 1996, will have no prior rights but will have roster seniority rights in accordance with the zone and extra board provisions set forth in this Agreement.

B. The new UP/BLE Denver Hub Merged Roster #2 seniority district will be divided into the following three (3) Zones:

1. Zone 1 will include Denver east to but not including Sharon Springs, Denver north to but not including Cheyenne, Denver west to and including Bond and Axial, Pueblo east to Horace, and all road and yard operations within the Denver Terminal including any road switchers at Colorado Springs.
2. Zone 2 will include Grand Junction to Denver (long pool only), Grand Junction to Montrose, Oliver, Minturn (not including Minturn helper service) and Bond.
3. Zone 3 will include Pueblo to Denver, South Fork, Minturn and to Dalhart not including Dalhart, but including Minturn helper service.

4. Road, road/yard or yard extra boards will not be part of any zone if they cover assignments in more than one zone. Extra boards that cover assignments in only one zone will be governed by zone rules and the current rules of the collective bargaining agreement for this Hub.

C. Engineers initially assigned to the new roster will be accorded prior rights to one of the three zones based on the following:

1. Zone 1 - Engineers assigned to rosters on the former Union Pacific Eastern District 10th, 11th and 14th Districts, MPUL Pueblo roster and DRGW employees working positions that operate within the points specified for this Zone on December 1, 1996.

NOTE: Only those Engineers that relocate to Denver from Oakley (10th and 11th) will be included in the Denver Hub roster. Those that remain in Oakley or relocate to Salina will be placed or remain on the roster that will govern Salina after the merger.

2. Zone 2 - Engineers assigned to rosters on the former DRGW positions that operate within the points specified for this Zone on December 1, 1996.

3. Zone 3 - Engineers assigned to rosters on the former DRGW working positions that operate within the points specified for this Zone on December 1, 1996.

4. Any Engineer working in one of the Zones on or before December 1, 1996, and reduced from the Engineer's working list on the implementation date shall also be given a date on the roster and prior rights in the appropriate Zone. Engineers currently forced to positions within the Denver Hub or borrowed out to locations within the Denver Hub will be released when their services are no longer required and will not establish a permanent date on the merged roster.

NOTE 1: Working positions that operate within the points specified for a Zone is defined as holding an assignment (non-through freight, yard, extra board or through freight) with an on duty home terminal point within the territory of the new Zone as specified above.

NOTE 2: DRGW Engineers with prior rights previous to this Agreement will retain those prior rights and will not establish new prior rights while using their system seniority at an outside location.

D. Engineers promoted and assigned to the merged roster after implementation shall be assigned to a zone, but without prior rights, based on the Carrier's determination of the demands of service at that time in the Denver Hub. Student Engineers in training on December 1, 1996, will be assigned a zone with prior rights in the zone covering the territory designated in the bulletin seeking application for engine service.

E. The purpose of creating zones is twofold: First it is to provide seniority in an area that an employee had some seniority prior to the merger, or contributed some work after the merger, unless that trackage is abandoned, and thus preference to some of their prior work over employees in other zones; Second to provide a defined area of trackage and train operations that an Engineer can become familiar so as not to be daily covering a multitude of different sections of track. As such the following will govern:

1. Engineers will be allowed to make application for an assignment in a different zone as vacancies arise. If reduced from the working list in their zone, Engineers may exercise their common seniority in the remaining two zones.

2. Engineers may not hold a reserve, supplemental or protection board outside their zone. The current collective bargaining agreement is amended to provide for a supplemental (reserve) board for each zone.
- F. It is understood that certain runs home terminalled in the Denver Hub will have away from home terminals outside the Hub and that certain runs home terminalled outside the Hub will have away from home terminals inside the Hub. Examples are Denver to Cheyenne and Pueblo to Dalhart. It is not the intent of this agreement to create seniority rights that interfere with these operations or to create double headed pools. For example, Denver will continue to be the home terminal for Denver-Cheyenne runs and Cheyenne will not have equity in these runs. The Denver-Rawlins run currently has no employees assigned to it. If this operation is reestablished at a later date the current Denver-Rawlins pool agreement will continue to apply with Denver as the home terminal.
 - G. All Engineer vacancies within the zones must be filled prior to any Engineer being reduced from the working list or prior to Engineers being permitted to exercise to any reserve, supplemental or protection boards. All non prior right Engineers (those hired after December 1, 1996) must be displaced prior to any Engineer holding a position on a reserve board or supplemental board.
 - H. All engine service seniority outside the Denver Hub will be held in abeyance during the interim period as set forth in Article VII. Engineers working outside the Denver Hub but currently holding seniority in the Denver Hub will not be able to exercise seniority into the Denver Hub during the interim period. After the interim period, seniority will be finalized with employees holding seniority in only one seniority district. After seniority is finalized within the Denver Hub, Engineers outside the Denver Hub who previously held seniority on territory within the Denver Hub prior to the implementation of this Agreement shall be given the opportunity to return to the Denver Hub on a voluntary basis prior to the Carrier posting a bulletin or advertisement for engine service positions within the Denver Hub. Engineers must have a standing application on file requesting transfer back to the Hub at least thirty (30) days prior to the Carrier's need for additional Engineers. They must relocate to the appropriate home terminal at his or her own expense. Engineers electing to return to the Denver Hub under this provision will be placed at the bottom of the roster without prior rights with a new seniority date and will relinquish all seniority outside the Denver Hub.
 - I. Engineers will be treated for vacation and payment of arbitrables as though all their service on their original railroad had been performed on the merged railroad. Engineers assigned to the Denver Hub seniority roster at the end of the interim period shall have entry rate provisions waived and Engineers hired/promoted after the effective date of this Agreement shall be subject to National Agreement rate progression provisions. The entry rate provisions shall be waived during the interim period. Those Engineers leaving the Denver Hub shall be governed by the collective bargaining agreement where they relocate.

III Terminal Consolidations

The following terminal consolidations will be implemented in accordance with the following provisions:

A. Denver Terminal

1. The existing switching limits at Denver will now include Denver Union Terminal north to and including M.P. 6.24 at Cheyenne and M.P. 6.43 on the Dent Branch, south to and including M.P. 5.5, east to and including M.P. 635.10, and west to and including M.P. 7.5. Yard crews currently

perform service on the Boulder Branch and they may continue to do so after implementation of this agreement in accordance with existing agreements.

NOTE: The intent of this section is to combine the two Carrier's facilities into a common terminal and not to extend the switching limits beyond the current established points.

2. All UP and SP operations within the greater Denver area shall be consolidated into a unified terminal operation.
3. All road crews may receive/leave their trains at any location within the boundaries of the new Denver terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreements. The Carrier will designate the on/off duty points for road crews with the on/off duty points having appropriate facilities for inclement weather and other facilities as currently required in the collective bargaining agreement.
4. All rail lines, yards, and/or sidings within the new Denver terminal will be considered as common to all crews working in, into and out of Denver. All crews will be permitted to perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements. Interchange rules are not applicable for intra-carrier moves.

B. General Conditions for Terminal Operations

1. Initial delay and final delay will be governed by the controlling collective bargaining agreement, including the Duplicate Pay and Final Terminal Delay provisions of the 1986 and 1991 National Awards and implementing agreements.
2. Employees will be transported to/from their trains to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the May 19, 1986 National Arbitration Award.
3. The current application of National Agreement provisions regarding road work and Hours of Service relief under the combined road/yard service zone, shall continue to apply. Yard crews at Denver, Grand Junction and Pueblo may perform such service in all directions out of the terminal.

NOTE: Items 1 through 3 are not intended to expand or restrict existing rules

IV Pool Operations.

A. The following pool consolidations may be implemented to achieve efficient operations in the Denver Hub:

1. All Grand Junction-Denver/Bond and Grand Junction-Minturn pool operations shall be combined into one pool with Grand Junction as the home terminal. Denver shall have three separate pool operations during the interim period: Denver-Phippsburg/Bond, Denver-Cheyenne, and Denver-Sharon Springs. Upon finalization of seniority within the Hub, Denver may have one, two or three pools as the Carrier determines. Short pool operations when run shall be between Grand Junction-Bond and Denver-Bond.
2. All Pueblo-Denver and Pueblo-Dalhart pool operations shall be combined into one pool with Pueblo as the home terminal. The Pueblo-Alamosa local shall remain separate but Pueblo-

Alamosa traffic may be combined with the Pueblo-Dalhart and Pueblo-Denver pool if future traffic increases result in pool operations. The Pueblo-Minturn pool shall remain separate until the number of pool turns drops below ten (10) due to the cessation of service on portions of that line, at that time, the Carrier may combine it with the remaining Pueblo pool. The Pueblo-Horace pool shall remain separate until terminated with the abandonment of portions of that line. The triweekly local provisions shall apply until abandonment of any portion of the line east of Pueblo where Pueblo crews now operate.

3. Pool, local, road switcher and yard operations not covered in the above originating at Grand Junction shall continue as traffic volumes warrant.
4. Helper service at Minturn shall remain separate until terminated with the cessation of service on portions of the line where the helpers operate.
5. Any pool freight, local, work train or road switcher service may be established to operate from any point to any other point within the new Seniority District with the on duty point within one of the zones.
6. The operations listed in A 1 – 4 above, may be implemented separately, in groups or collectively upon ten (10) days written notice from the Carrier to the General Chairman. Implementation notices covering item (5) above, shall be governed by applicable collective bargaining agreements.
7. Power plants between Denver and Pueblo may be serviced by either Pueblo-Denver pool or the Denver Extra board or a combination thereof. The Denver extra board shall be used first and if exhausted, the pool crew will be used and deadheaded home after completion of service.

B. The terms and conditions of the pool operations set forth in Section A shall be the same for all pool freight runs whether run as combined pools or separate pools. The terms and conditions are those of the designated collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth below. For ready reference sections of existing rules are attached in Attachment "B".

1. Twenty-Five mile Zone - At Grand Junction, Pueblo, Sharon Springs, Denver, Cheyenne and Dalhart, pool crews may receive their train up to twenty-five miles on the far side of the terminal and run on through to the scheduled terminal. Crews shall be paid an additional one-half (1/2) basic day for this service in addition to the miles run between the two terminals. If the time spent in this zone is greater than four (4) hours then they shall be paid on a minute basis.

Example: A Pueblo-Denver crew receives their north bound train ten miles south of the Pueblo terminal but within the 25 mile terminal zone limits and runs to Denver. They shall be paid the actual miles established for the Pueblo-Denver run and an additional one-half basic day for handling the train from the point ten (10) miles south of the Pueblo terminal.

2. Turnaround Service/Hours of Service Relief - Except as provided in (1) above, turnaround service and Hours of Service Relief at both home and away from home terminals shall be handled by extra boards, if available, prior to using pool crews. Engineers used for this service may be used for multiple trips in one tour of duty in accordance with the designated collective bargaining agreement rules. Extra boards may perform this service in all directions out of their home terminal.

NOTE: Due to qualification issues at Minturn the pool crews will continue to perform Hours of Service relief at this location.

3. Nothing in this Section B (1) and (2) prevents the use of other Engineers to perform work currently permitted by prevailing agreements, including, but not limited to yard crews performing hours of service relief within the road/yard zone, ID crews performing service and deadheads between terminals, road switchers handling trains within their zones and using an Engineer from a following train to work a preceding train.
- C. Agreement Coverage - Employees working in the Denver Hub shall be governed, in addition to the provisions of this Agreement, by the Agreement between the Union Pacific Railroad Company and the BLE Union Pacific Eastern District, including all addenda and side letter agreements pertaining to that agreement, the May 31, 1996 Local/National Agreement applicable to Union Pacific and previous National Agreement/Award/Implementing Document provisions still applicable. Except as specifically provided herein and in Attachment "B", the system and national collective bargaining agreements, awards and interpretations shall prevail. None of the provisions of these agreements are retroactive.
- D. After implementation, the application process will be used to fill all vacancies in the Hub as follows:
1. Prior right vacancies must first be filled by an employee with prior rights to the vacancy who is on a protection, reserve or supplemental board prior to considering applications from employees who do not have prior rights to the assignment.
 2. If no prior right applications are received then the junior prior right employee on one of the boards described above will be forced to the assignment or permitted to exercise seniority to a position held by another prior right employee.
 3. If there are no prior right employees on one of the boards described above covering the vacant prior right assignment then the senior non prior right applicant will be assigned. If no applications are received then the most junior employee on any of the boards described above will be recalled and will take the assignment or displace a junior employee. If there are no Engineers on any protection, reserve or supplemental boards, then the senior demoted Engineer in the Denver Hub shall be recalled to the vacancy. When forcing or recalling, prior rights Engineers shall be forced or recalled to prior right assignments prior to Engineers who do not have prior rights.

V. Extra Boards

- A. The following road/yard extra boards may be established to protect Engineer assignments as follows:
1. Denver - One (1) extra board to protect the Denver-Cheyenne, Denver-Sharon Springs and Denver-Phippsburg and Denver-Bond pools, the Denver yard assignments and all road switchers, locals and work trains originating within these territories and extra service to any power plant and other extra board work.
 2. Pueblo - One (1) extra board to protect the Pueblo-Denver, Pueblo- Alamosa, Pueblo-Minturn and Pueblo-Dalhart pool operations, Pueblo Yard assignments and all road switchers, locals and work trains and other extra board work originating within the these territories. The MPUL extra board shall remain separate during the interim period and shall be phased out with the Pueblo-Horace pool operations.
 3. Grand Junction - One (1) extra board to protect Grand Junction-Denver, Grand Junction-Bond and Grand Junction-Minturn pool(s), Grand Junction yard, road switcher, local and work train assignments and other extra board work originating within these territories. Since the extra

board at Grand Junction is at a point joining two hubs, it may protect work up to but not including Helper, Utah.

NOTE: At each of the above locations the Carrier may operate more than one extra board. When more than one extra board is operated the Carrier shall notify the General Chairman what area each extra board shall cover. When combining extra boards the Carrier shall give ten (10) days written notice.

- B. The Carrier may establish extra boards at outside points to meet the needs of service pursuant to the designated collective bargaining agreement provisions. Extra boards at outside points such as Phippsburg may continue.
- C. At any location where both UP and DRGW extra boards exist the Carrier may combine these boards into one board.

VI Protection

- A. Due to the parties voluntarily entering into this agreement the Carrier agrees to provide New York Dock wage protection (automatic certification) to all Engineers who are listed on the Denver Hub Merged Roster #2 and working an Engineer assignment (including a protection board) during the interim period or relocated under this agreement to a point outside the Denver Hub. This protection will start with the effective (implementation) date of this agreement. The employees must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc.
- B. This protection is wage only and hours will not be taken into account. If the interim period is less than one year, when the interim period is terminated, employees certified as part of this agreement will have their protection period start over. If the interim period is in excess of one year the employee's final protection period will begin after one year.
- C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
 - 1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 - 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 - 3. Homeowners in Item 2 above, who provide proof of a bona fide sale of their home at fair value at the location from which relocated, shall be eligible to receive an additional allowance of \$10,000.
 - a. This option shall expire five (5) years from date of application for the allowance under Item 2 above.
 - b. Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
 - 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this agreement.

5. Under no circumstances shall an Engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing agreement.
 6. Engineers receiving an "in lieu of" relocation allowance pursuant to this implementing agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.
- D. There will be no pyramiding of benefits.
 - E. The Test Period Average for union officers will include lost earnings while conducting business with the Carrier.
 - F. The establishing of interim protection is without prejudice or precedent to either parties position and will not be cited by either party.
 - G. National Termination of Seniority provisions shall not be applicable to Engineers hired prior to the effective date of this agreement.
 - H. Employees, with New York Dock wage protection, who relocate either within or outside the Denver Hub under the provisions of this Agreement shall take their New York Dock wage protection with them. When relocating outside the Denver Hub the interim protection shall cease and the regular protection shall start upon reporting for the new assignment.

VII. Interim Operations

This agreement is a final agreement covering the area described in Article I. It begins with an interim period of operation that covers the creation of protection boards. In addition to other provisions of this agreement, the interim period shall be governed by the following:

- A. The interim period shall begin with the implementation of this agreement as outlined in Article VIII, IMPLEMENTATION.
- B. As traffic routing changes and surplus employees are developed, the following process will govern for each zone:
 1. First, force assigned employees shall be released.
 2. Second, borrow-out employees shall be released.
 3. Third, additional surplus will be added to the protection board.
- C. Each Zone shall have one protection board and an employee must hold prior rights in that Zone to be eligible to hold the protection board.
- D. If any Zone(s) have a surplus and other Zone(s) have borrow-outs, force assigned, or a shortage of employees, and no one on their protection board, the following shall govern:
 1. The Carrier shall advise of the number of employees needed in the appropriate Zone which has the shortage.
 2. The senior applicant from the other Zone(s) with a surplus shall be assigned to the vacancies.

3. If there are no applicants, the most junior employee on the protection board(s) in the other Zones shall be forced unless junior employees are working in their Zone and they elect to displace the junior employee who shall, in turn, be forced to fill the vacancy.
4. Where necessary, Employees forced from one Zone to another Zone during the interim period shall be governed by the relocation provisions of this agreement and shall have the election to change their prior rights designation to their new Zone. During the interim period employees shall not be forced from one zone to another more than once.

NOTE 1: After the two year period identified in Article VI(C)(4) is terminated, relocations during an employee's protection period and, as a result of the merger, will be covered under New York Dock provisions only and not Article VI, Section C. Seniority moves between or within Zones will not be covered by this agreement or New York Dock.

5. Because the MPUL Engineers at Pueblo are in Zone 1, their transfer provisions take precedence over those in this Section D.

- E. The Carrier will identify other locations that either have a current shortage of Engineers or will have a shortage due to projected traffic increases. Engineers, in the Salt Lake and Denver Hubs, shall in seniority order, be given the opportunity to make application for a permanent transfer to one of these locations. If there are borrow out Engineers at the location, the employee may transfer immediately and displace the borrow out. If no borrow outs are at the location or the shortage does not yet exist, the transfer will be delayed until the employee is notified of the need. The Denver Hub shall have the first opportunity to go to Cheyenne working both directions and Rawlins, Wyoming, in accordance with the following:

First, Union Pacific Eastern District Engineers forced to Denver shall be released to return to Cheyenne;

Second, Union Pacific Eastern District Engineers working in Denver with seniority in Cheyenne may elect to relocate to Cheyenne to fill vacancies at that location;

Third, DRGW and MPUL employees shall be allocated one pool position in each pool at Rawlins and Cheyenne above the base line number of pool turns, if applications are on file from these employees for these turns. If no applications are received, then those forced will not be entitled to the allocated pool slots.

Additional DRGW and MPUL employees that go to Cheyenne and Rawlins shall place where their seniority permits. All DRGW and MPUL employees shall be placed at the bottom of the rosters at Cheyenne and Rawlins. The surplus DRGW/MPUL employees at Pueblo shall have the first opportunity to go to Dalhart

- F. During the interim period, at locations outside the Hub where shortages exist and an insufficient number of applications are received for vacant positions, the junior Engineer holding a surplus position in either Hub not having an application accepted to a shortage location shall be forced to the vacancy. If they are senior to other Engineer's working in the Hub they may displace the junior working Engineer at the location where they are surplus or the junior Engineer working in the Hub, with the junior Engineer being forced to the location. An Engineer may not displace a junior Engineer that has prior rights in a different zone and is working in their prior right zone.

- G Engineers on the protection board shall be paid the greater of their earnings or their protection. While

on the protection board they shall be governed by basic New York Dock protection reduction principles when laying off or absent for any reason.

- H. The protection boards shall be located at Denver, Pueblo (two), Minturn, Phippsburg and Grand Junction and shall be used as follows:
1. The protection board shall be a supplemental board to be used when the extra board is exhausted. The first out Engineer shall be rotated to the bottom of the protection board at noon each day.
 2. Junior employees on the protection board may be temporarily added to the extra boards to permit the familiarization of employees over trackage they have not previously operated.
 3. If Engineers on a protection board are sent to another location to familiarize themselves on new territory prior to being actually assigned, the carrier shall provide lodging and \$25.00 per day for meals, as long as the employee is marked up
- I. The interim period shall terminate upon sixty (60) days' written notice by the Carrier to the appropriate General Chairman.

VII Implementation

- A. The Parties have entered into this agreement to implement the merger of the Union Pacific Railroad and Southern Pacific Railroad operations in the area covered by Notice 18W and any amended notices thereto.

In addition, the Parties understand that the overall operational implementation is being phased in to accommodate the cut over of computer operations, dispatching, track improvements and clerical support.

It is the Parties' intent to utilize the current work force in an efficient manner and not to require several relocations of an employee as areas of combined UP/SP operations are implemented. It is understood that some locations will have a surplus of employees while other locations will have a shortage due to such factors as track improvements that permit additional traffic volumes and cessation of business over other trackage. Therefore, it would be in the best interests of all concerned to delay final decisions on seniority placement and relocations where possible until the implementation of operations is closer to completion to enable employees to make a more informed choice of their options when faced with relocation.

- B. The Carrier shall give thirty (30) days written notice for implementation of this agreement and the number of initial positions that will be changed in the Hub. Employees whose assignments are changed shall be permitted to exercise their new seniority. After the initial implementation the 10 day provisions of Article IV(A)(6) and Article V(A) (note) shall govern.
- C. Prior to movement to reserve boards or transfers outside the Hub, it will be necessary to fill all positions in the Denver Hub and then add all surplus positions in the Hub to the newly created protection boards.

Example: In Zone 1 all pool turns, locals, yard any other assignments and the extra boards at Denver must be filled prior to adding surplus Engineers to a protection board. If all positions are filled and there are five Engineers at Denver that do not have a spot and the other zones do not need them, then they may be placed on a protection board at Denver.

- D. Due to the cessation of service over portions of the Hoisington Subdivision, MPUL Engineers living and working in this area will be affected and shall be relocated to Denver, Cheyenne and Rawlins. Engineers in this area at the time of implementation shall be placed on the UP/BLE merged Roster #2 and given prior rights in Zone 1. As vacancies arise in Zone 1, the affected MPUL Pueblo roster Engineers will be notified and required to relocate in accordance with the protection provisions specified in Section VI.
- E. At the end of the interim period the protection board(s) will terminate. If there are Engineers on the protection board(s) the Carrier will open reserve board positions in the Zone(s) for the number of surplus Engineers with an Engineer date on or before October 31, 1985. Engineers forced to the reserve board will be treated as holding the highest rated position in the Zone they could hold.

IX. Familiarization

- A. Employees will not be required to lose time or “ride the road” on their own time in order to qualify for the new operations. Employees will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualifications shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of operating practices in implementing this section.
- B. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the appropriate Hub.

This agreement is entered into this 8th day of April, 1997.

For the Organization:

/s/ Michael Young
General Chairman UPED

/s/ Carl L. James
General Chairman DRGW

/s/ D. E. Penning
General Chairman MPUL

Approved:

/s/ D M. Hahs
Vice President BLE

/s/ Jim McCoy
Vice President-BLE

For the Carrier:

/s/ R.D. Meredith
Asst. Vice-President Employee
Relations & Planning

/s/ W. S. Hinckley
General Director Labor Relations

/s/ Catherine J. Andrews
Assistant Director Labor Relations

ATTACHMENT "A" – LETTERS REGARDING NEW YORK DOCK PROTECTION

UNION PACIFIC RAILROAD COMPANY

J. J. Marchant
Sr. Asst. Vice President
Labor Relations

1416 Dodge Street
Omaha, NE 68179

March 8, 1996

Mr. R P. McLaughlin
President - Brotherhood of Locomotive Engineers
Standard Building
1369 Ontario Street
Cleveland, OH 44113

Dear Sir

This refers to our discussions concerning the issues of New York Dock protection and the certification of adversely affected BLE employees.

As you know, Union Pacific, in its SP Merger Application, stipulated to the imposition of the New York Dock conditions. The Labor Impact Study which Union Pacific filed with the Merger Application reported that 251 Engineers would transfer and that 772 Engineer jobs would be abolished because of the implementation of the Operating Plan.

Within the New York Dock conditions, Section 11 addresses disputes and controversies regarding the interpretation, application or enforcement of the New York Dock conditions (except for Sections 4 and 12). Under Section 11, perhaps the two most serious areas for potential disputes involve whether an employee was adversely affected by a transaction and what will be such employee's protected rate of pay.

In an effort to eliminate as many of these disputes as possible, Union Pacific makes the following commitment regarding the issue of whether an employee was adversely affected by a transaction: Union Pacific will grant automatic certification as adversely affected by the merger to the 1023 Engineers projected to be adversely affected in the Labor Impact Study and to all other Engineers identified in any Merger Notice served after Board approval. Union Pacific will supply BLE with the names and TPA's of such employees as soon as possible upon implementation of approved merger. Union Pacific also commits that, in any Merger Notice served after Board approval, it will only seek those changes in existing collective bargaining agreements that are necessary to Implement the approved transaction, meaning such changes that produce a public transportation benefit not based solely on savings achieved by agreement changes(s).

Union Pacific commits to the foregoing on the basis of BLE's agreement, after merger approval, to voluntarily reach agreement for implementation of the Operating Plan accompanying the Merger Application.

Even with these commitments, differences of opinion are bound to occur. In order to ensure that any such differences are dealt with promptly and fairly, Union Pacific makes this final commitment: If at any time the affected General Chairman or the assigned International Vice President of the BLE believes Union Pacific's application of the New York Dock conditions is inconsistent with our commitments, BLE and Union Pacific personnel will meet within five (5) days of notice from the General Chairman or the International Vice President to attempt to resolve the dispute. If the matter is not resolved, the parties will agree to expedited arbitration with a written agreement within ten (10) days after the initial meeting. The Agreement will contain, among other things, the full description for neutral selection, timing of hearing, and time for issuance of Award(s).

In view of Union Pacific's position regarding the issues of New York Dock protection and the certification of employees, I understand that the BLE will now support the UP/SP merger.

Sincerely,

/s/ John J. Marchant

UNION PACIFIC RAILROAD COMPANY

J. J. Marchant
Sr. Asst. Vice President
Labor Relations

1416 Dodge Street
Omaha, NE 68179

March 8, 1996

Mr. R P. McLaughlin
President – Brotherhood of Locomotive
Engineers Standard Building
1370 Ontario Street
Cleveland, OH 44113

Dear Sir

This refers to my letter of March 8, 1996, outlining our respective commitments relative to BLE's support of the UP/SP merger. At an informal meeting regarding this matter there were several other related issues discussed, and this letter confirms the substance of those discussions.

Union Pacific recognizes that implementing a merger of UP and SP will be a complex undertaking which will require planning and cooperation between the parties. Much of our discussions revolved around the process which would best facilitate the implementing agreement negotiation efforts. During our discussions, I agreed to meet with BLE in advance of the serving of New York Dock notices to try to come to consensus on various aspects of the implementing agreement process. Conceptually, it appears the parties are in agreement that our discussion of process should include the following topics:

A discussion of what will be contained in the notices, whether they will be all inclusive as to territory or relate to individual regions/corridors, timing of service of notices, etc.

An effort to separate the focus of negotiations into logical regions/corridors and prioritize those negotiations so they match up in a meaningful way with the operational implementing priorities, territorial boundaries of labor agreements, etc.

General understandings and/or guidelines regarding size of the respective negotiating teams, where and how often they will meet, administrative support, and other such ground rules for the actual conduct of negotiations.

We also discussed a concern expressed by several committees regarding the potential that Union Pacific might elect to lease the SPT, SSW, SPCSL and/or DRGW to the UP or MP for certain financial reasons. It was the concern of BLE that such an arrangement might create an avenue by which Union Pacific could avoid New York Dock protective obligations on some of the leased entities.

Union Pacific has agreed to accept imposition of New York Dock protective conditions in this proceeding, and by definition that includes SPT, SSW, SPCSL and DRGW, as well as UP and MP. While we have no intention to consummate this merger through such a lease arrangement, Union Pacific commits to the application of New York Dock to such territories even if such a lease arrangement were to occur.

The final issue which was discussed pertained to integration of seniority as a result of post-merger consolidations and implementing agreements. BLE asked if Union Pacific would defer to the interested BLE committees regarding the method of seniority integration where the committees were able to achieve a mutually agreeable method for doing so. In that regard, Union Pacific would give deference to an internally

Appendix I

Denver Hub Agreement

devised BLE seniority integration solution, so long as; 1) it would not be in violation of the law or present undue legal exposure; 2) it would not be administratively burdensome, impractical or costly; and 3) it would not create an impediment to implementing the operating plan.

I trust that the foregoing accurately reflects our discussions.

Sincerely,

/s/ John J. Marchant

UNION PACIFIC RAILROAD COMPANY

J. J. Marchant
Sr. Asst. Vice President
Labor Relations

1416 Dodge Street
Omaha, NE 68179

March 9, 1996

Mr. R P. McLaughlin
President – Brotherhood of Locomotive Engineers
Standard Building
1370 Ontario Street
Cleveland, OH 44113

Dear Sir

This refers to my March 8 letter and to our March 8 meeting in Las Vegas, both of which dealt with the issues of New York Dock protection and the certification of adversely affected BLE employees and our respective commitments relative to BLE's support of the UP/SP merger

At the March 8 meeting, we reached an understanding that the certification provided for in the March 8 letter will begin at the time of implementation of the particular transaction in question. The following example illustrates this understanding:

The UP/SP merger is approved on August 1. The implementing agreement with the BLE is reached on October 1 and is implemented on December 1. Certification will begin on December 1.

I trust the foregoing accurately reflects our understanding.

Sincerely,

/s/ John J. Marchant

UNION PACIFIC RAILROAD COMPANY

J. J. Marchant
Sr. Asst. Vice President
Labor Relations

1416 Dodge Street
Omaha, NE 68179

March 22, 1996

R P. McLaughlin
President, BLE
1370 Ontario Street
Cleveland, OH 44113-1702

Dear Sir

This refers to my letter of March 9, 1996, dealing with when certification begins.

The example in my letter deals with a situation where a single transaction is implemented and indicates that certification begins on the date of implementation. You have asked me to clarify when certification begins in the event the SP Merger results in multiple New York Dock transactions.

In the event the SP Merger leads to multiple transactions with different implementation dates, certification will begin for those employees affected by a particular transaction on the date that transaction is implemented. In other words, multiple transactions with different implementation dates lead to different starting dates for certification

Sincerely,

/s/ John J. Marchant
John J. Marchant

ATTACHMENT "B" - TERMS AND CONDITIONS

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE IV(B) OF THE DENVER HUB MERGER AGREEMENT THAT WILL BE APPLICABLE TO THE POOL FREIGHT OPERATIONS IN THE HUB.

1. **Miles Paid** - Each pool shall be paid the actual miles between the points of the run for all service and combination deadhead/service with a minimum of a basic day.
2. **Basic Day/Rate of Pay** - The provisions of the November 7, 1991 Implementing Agreement (BLE) and the May 31, 1996 National/Local Agreement (BLE) will apply.
3. **Transportation** - Transportation will be provided in accordance with Section (2)(c) of Article IX of the May 19, 1986, National Arbitration Award (BLE).
4. **Meal Allowances and Eating En Route** - Meal allowances and eating en route will be governed by Sections 2(d) and 2(e) of Article IX of the May 19, 1986 National Arbitration Award (BLE) as amended by the November 7, 1991, Implementing Agreement.
5. **Overtime** - Employees who have an Engineer/train service seniority date prior to October 31, 1985 shall begin overtime at the expirations of eight (8) hours for those through freight runs that are two hundred miles or less and on runs in excess of two hundred miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 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 the greater. Employees hired after October 31, 1985 shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the UPED prior to the merger.
6. **Held Away from Home Time** - Engineers in pool freight service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous tour of duty, at the regular rate per hour paid them for the last service performed.
7. **Runarounds** - Engineers not called in their turn will be allowed one-half basic day and stand first out, if not called within eight hours, one basic day will be allowed and Engineer will stand first out. Engineers are not run around when they take the train for which called; however, it will be permissible to run an Engineer out on other than the train for which called, if practicable. Engineers cannot be runaround by Engineers going to a different destination (far terminal).

NOTE: The provisions listed above are terms and conditions that currently apply to Engineers in Interdivisional service on the UPED. They are listed here as information and are not meant to be all inclusive but to provide a ready reference for employees previously not familiar with them. The provisions will apply to pool freight service identified in the implementing agreement as the implementing agreement provides for the combining of pools and it is the intent of this agreement to standardize the rules so that employees are governed by the same terms and conditions whether operating in single pools or combined pools.

ATTACHMENT "C" - DEFINITIONS

HUB:	A geographical area that has a single collective bargaining agreement and is a single seniority district.
COMPLEX:	A geographical area that includes more than one terminal and road territory in between the terminals.
TERMINAL:	A geographical area that includes one or more yards, connecting tracks and industrial areas.
OPERATIONAL NECESSITY:	A change in operations as a result of the merger that requires a change in a collective bargaining agreement.
UNIFIED OPERATION:	Combining facilities, equipment, management and manpower to achieve the economies and efficiencies of service resulting from the merger.

February 1, 1997

SIDE LETTER NO. 1 = HEALTH CARE OPTIONS

Gentlemen:

This refers to the handling of health and welfare benefits for employees involved in the UP/SP merger.

In order to ensure appropriate health and welfare coverage for affected employees, it is agreed that employees transferring from one collective bargaining agreement to another (i.e., DRGW employees) may elect one of the following options which must be exercised within thirty (30) days from the notice of merger implementation:

- (A) Elect to retain present coverage. OR
- (B) Elect to accept the health and welfare coverage applicable to the territory to which transferred.

An employee failing to make an election shall be considered as having retained option (A). A health and welfare benefits election form, attached as Exhibit "A", will be furnished to employees who transfer so they can make an election.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

/s/ D. E. Penning
General Chairman MPUL

/s/ Carl L. James
General Chairman DRGW

HEALTH AND WELFARE BENEFITS ELECTION FORM

In order to insure appropriate health and welfare benefits are maintained for affected employees as a result of the UP/SP merger, one of the following options must be selected within (30) days from the date this form is received by employees who transfer from one collective bargaining agreement to another:

___ (A) Elect to maintain present coverage.

___ (B) Elect to accept the health and welfare coverage applicable to the territory to which transferred.

An employee failing to make an election within the above time frame shall be considered as having retained present coverage under Option (A).

Employee Name

Social Security Number

Craft

Location

MAIL TO:

Joe Cvetas
Union Pacific Railroad Company
1416 Dodge Street, Room 332
Omaha, Nebraska 68179

February 1, 1997

SIDE LETTER NO. 2 – LIFE & DISABILITY PAYMENTS FOR SIX YEARS

Gentlemen:

During our negotiations we discussed ARTICLE 6 - LIFE INSURANCE and ARTICLE 9 - DISABILITY INSURANCE of the September 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverage provided by the former agreement should be preserved for the former Southern Pacific Engineers covered by this Implementing Agreement under the New York Dock protective conditions unless extended by agreement.

This will confirm that Carrier agreed that the premium payments required by agreement would continue for those Southern Pacific Engineers who are covered by this implementing agreement and who are presently covered under those plans. These benefits will be maintained for such employees for six years from the implementation date of this agreement.

It is understood this agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

/s/ D. E. Penning
General Chairman MPUL

/s/ Carl L. James
General Chairman DRGW

February 1, 1997

SIDE LETTER NO. 3 – SP VACATIONS

Gentlemen:

During our negotiations we discussed ARTICLE 7 - VACATION of the September 1995 Agreement between Southern Pacific Lines and your Organization.

This will reflect our understanding that those former Southern Pacific Engineers who are covered by this Implementing Agreement and who are presently covered by the above agreement provision shall be entitled to obtain the benefits of said ARTICLE, through December 31, 1997. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

/s/ D. E. Penning
General Chairman MPUL

/s/ Carl L. James
General Chairman DRGW

February 1, 1997

SIDE LETTER NO. 4 – LOCAL CHAIRMAN TO PROTECTION BOARDS

Gentlemen:

During the negotiations the BLE had many Local Chairmen or their representatives in attendance. They listened to the negotiations, readings of the different Sections of the agreement and listened to the debate and explanations given for them. The Carrier believes that as both Local Chairmen and as participants to the negotiations that they can play an important role in assisting other Engineers in the decision making that will follow the merger implementation. As such the Carrier proposed that when the first surplus of employees was created that the BLE Local Chairman for each committee or his designate (in writing) shall be the first persons placed on the protection boards.

While on these boards they will be placed on a hold status and will be required to be available to answer employee questions, discuss merger integration issues with local officers and help coordinate with CMS issues relating to the transfer of employees from one zone to another or outside the Hub and the assignment of employees to positions. In addition they will be performing their normal and usual duties associated with the Union Office they hold. While on this hold status they will not be rotating on the board. If they are required to relocate as a result of the merger or just learn new trackage, time will be granted for the accomplishment of these events. When there is no longer a surplus in a zone or the interim period ends they will be released back to a position their seniority permits.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

/s/ D. E. Penning
General Chairman MPUL

/s/ Carl L. James
General Chairman DRGW

SIDE LETTER NO. 5 – ELECTION TO ENTER OR LEAVE HUB

February 1, 1997

Gentlemen:

This refers to Article II (H) of the implementing agreement and the opportunity of Engineers, inside and outside the Hub whose seniority is being altered, to make a seniority selection as to working in the new Denver Hub seniority district or on their old seniority district. (UPED, MPUL, DRGW)

During negotiations questions were raised as to how the process would work and whether employees coming into the Denver Hub under these provisions would have prior rights and protection. The parties agreed that a side letter would be the appropriate place to further address these issues. The following procedures and principles will govern:

1. During the sixty day period, beginning with the date of the Carrier's 30 day notice to implement and ending 30 days from the implementation date, Engineers that hold such seniority may make application for inside the Denver Hub or outside the Hub, with applications forwarded to their General Chairman and General Director Labor Relations.
2. No Engineer will be allowed to leave their current location until a replacement is available. Those Engineers from outside the Denver Hub currently forced to Denver, will be permitted to leave first, after that, seniority within the old roster shall govern.
3. Engineers, in the Denver Hub on December 1, 1996, and electing to relocate to outside the Hub under these provisions shall take their New York Dock wage protection with them. However, they shall not be entitled to any relocation allowances. They shall be treated as holding the highest rated position they could hold in the Denver Hub, both prior right and dovetail, if rated higher than the assignment they can hold outside the Hub. They take no prior rights with them and will use the seniority date at their new location they would have been entitled to use prior to the merger. Should they be unable to hold as an Engineer they must exercise their trainman's seniority.
4. Engineers outside the Denver Hub who elect to relocate to the Denver Hub seniority district under these provisions, shall not be entitled to New York Dock wage protection or any relocation allowances. They shall have a seniority date in Denver that they would have had prior to the merger, on the new dovetailed roster but shall not be entitled to any prior rights.
5. At the end of the 60 day period, the Carrier shall notify the appropriate Engineers of the acceptance of their applications and that when replacements are available they shall be released to relocate. Since in many instances other employees will be relocating to fill these new vacancies, an employee who has their application accepted cannot pull their application and must relocate.

Should the above properly reflect the procedures agreed to during negotiations please sign below.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

/s/ D. E. Penning
General Chairman MPUL

/s/ Carl L. James
General Chairman DRGW

SIDE LETTER NO. 6 – BASE LINE TURNS PROCESS AND PROCEDURES

February 1, 1997

Gentlemen:

This refers to Article VII (E) of the Denver merger agreement where it refers to the establishing of a base line for identifying the turns to be held by the MPUL/DRGW employees.

The parties agreed that the following method will be used to identify the pool turns and the responsibilities that go with them:

1. The Organization will average the number of pool turns using the months of July through October, 1996 for the following pools; Rawlins-Green River, Cheyenne-Green River, Cheyenne-Rawlins and Cheyenne-North Platte. This average will establish the base line for identifying the MPUL/DRGW turns.
2. If the number of average turns is 50 in a pool then the 51st and 52nd turns will be the allocated turns in that pool. Each pool will have its own allocated turns.
3. After the implementation date of the agreement the Carrier will bulletin these turns to MPUL/DRGW Engineers for a period of ten days. The successful bidders will be notified and expected to report to their new location within 30 days. If turns go no bid then the turns are no longer allocated and will be subject to bid in seniority order from that time forth. MPUL/DRGW Engineers that are successful bidders will be placed at the bottom of the respective roster but shall have prior rights to these assignments, shall take their protection with them and be eligible for the relocation allowance.
4. If at the time the notice is given there are less than the base line number of turns then the Carrier may have the Engineers spend time familiarizing themselves on the new territory under the protection board provisions or remain in the Denver Hub until notified that they must relocate.
5. If at the time the notice is given there are more than the base line number of turns, then the successful bidders will displace the junior Engineers in the pools, take the allocated turns and the remaining Engineers holding lower turns will slide down to accommodate the displacements.
6. If after placing on an allocated turn an Engineer elects to use their seniority to voluntarily place to another assignment then the turn is no longer allocated. If their pool turns are cut in the regulation process then they remain allocated turns and must be reclaimed when turns are increased.
7. There are eight positions that will be allocated and are initially offered four to the MPUL and four to the DRGW. If however the DRGW Engineers make five applications and the MPUL only make three applications then the fifth DRGW application will be accepted.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

/s/ D. E. Penning
General Chairman MPUL

/s/ Carl L. James
General Chairman DRGW

UNION PACIFIC RAILROAD COMPANY

June 1, 1997

SIDE LETTER NO. 7 – FAMILIARIZATION PROCESS

Mr. M.A. Young
General Chairman BLE
1620 Central Avenue #201
Cheyenne, WY 82001.

Dear Sir:

This refers to our discussion concerning the familiarization of Engineers upon implementation of the merger agreement. Several Local Chairmen were interested in supplementing the training process by designating peer trainers pursuant to the system agreement providing for peer trainers.

However, due to the large number of Engineers that will need to become qualified on the new seniority district, it would not be practical to select a pool of peer trainers to accomplish the task of familiarization. In addition, it was noted that peer trainers were used to familiarize Engineers in the Omaha Metro Complex and found they were constantly being called for this service as soon as nested over an extended period of time. Therefore, due to the unique nature of the familiarization needs in the Hub we agreed that Engineers will not be removed from their regular assignments to become peer trainers and that any Engineer required to assist an Engineer on a familiarization trip will be compensated on a trip by trip as follows:

Engineers who work their assignment (road or yard service) accompanied by an Engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments.

Engineers will be required to submit a timeslip indicating he/she was required to train another Engineer and shall include the name of the Engineer taking the familiarization trip on the timeslip. This understanding is without prejudice or precedence to either party. Please sign below and return one copy to this office.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
General Chairman UPED

LETTER IN REGARDS TO SALIDA ENGINEERS SENIORITY

UNION PACIFIC RAILROAD COMPANY

June 4, 1997

Mr. M.A. Young
BLE General Chairman
1620 Central Avenue #201
Cheyenne, WY 82001

Mr. D. E. Penning
BLE General Chairman
12531 Missouri Bottom Road
Hazelwood, MO 63042

Mr. C. L. James
BLE General Chairman
294 Sifford Court
Pueblo West, CO 81007

Gentlemen:

This refers to correspondence and discussions concerning the proper placement of three (3) Salida, Colorado Engineers on the merged Denver Hub roster. To date, the Carrier has not received a unanimous position from the involved General Chairmen concerning the proper seniority placement of these Engineers.

The Carrier takes the position that it will not intervene with internal union decisions involving seniority placement on a roster. However, since there appears to be a dispute concerning the three Salida Engineers the Carrier must place them on the roster for purposes of calling them for work under the Denver Hub agreement once it is implemented. Therefore, the Carrier must rely on the language in the Denver Hub agreement signed by all the involved General Chairmen and approved by the BLE International.

The May 4, 1997 correspondence from DRGW General Chairman indicates these Engineers have seniority on the Pueblo, Colorado to Minturn, Colorado seniority district. Article II of the agreement specifies that Zone 3 includes the geographic territory "Pueblo to Denver, South Fork, Minturn and to Dalhart not including Dalhart, but including Minturn helper service." In addition, the agreement provides that Engineers assigned to rosters on the former DRGW working within the points (in the case of Salida Engineers, Pueblo to Minturn) specified on December 1, 1996 will be accorded prior rights in Zone 3.

Accordingly, the Carrier will place the three Salida Engineers on the Zone 3 prior rights roster. In the alternative, the Carrier will place these Engineers in Zone 1 at the bottom of the prior rights roster upon the written request of the DRGW General Chairman or in seniority order with the written concurrence of all three General Chairmen prior to implementation of the Denver Hub agreement.

Yours truly,

/s/ W. S. Hinckley
W.S. Hinckley
General Director Labor Relations

cc: Harold Ross
Dennis Simmerman
Don Hahs
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LETTER ADJUSTING IMPLEMENTATION DATE

UNION PACIFIC RAILROAD COMPANY

June 13, 1997

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Gentlemen:

This will confirm conversations with the General Chairmen that due to the decision this week by the STB to extend the stay issued affecting the Denver and Sate Lake Hub merger implementation, the implementation of the BLE merger agreements shall continue to be held in abeyance. The new target date for implementation is now July 1, 1997. The Carrier will continue to keep the Local Chairmen on the protection boards and provide interim protection for all Engineers in these Hubs. In addition, the Carrier will continue to work with the BLE on relocation and training issues to the extent possible pending agreement implementation.

Again, thank you for your cooperation.

Yours truly,

/s/ W. S. Hinckley

W.S. Hinckley
General Director Labor Relations

QUESTIONS & ANSWERS - BLE DENVER HUB

Article I - DENVER HUB

- Q1. Does the new seniority district change terminal limits at the mile posts indicated?
- A1. No. It is the intent of this agreement to identify the new seniority territory and not to change the existing terminal limits except as specifically provided elsewhere in this agreement.
- Q2. Which Hub is Grand Junction in?
- A2. For seniority purposes Engineers are in the Denver Hub, however due to the unique nature of Grand Junction being a home terminal for one Hub and away from home for another Hub, the extra board may perform service on both sides of Grand Junction.

Article II - SENIORITY AND WORK CONSOLIDATION

- Q3. What is the status of pre-existing prior rights at a location such as Pueblo?
- A3. DRGW Engineers working at Pueblo on their system seniority but with prior rights elsewhere will have to elect prior rights at their original location or at Pueblo. If they elect Pueblo they will be junior to current prior right employees at Pueblo.
- Q4. If the trackage between Pueblo and Horace is reopened and UP Engineers operate over that territory, do MPUL Engineers have prior rights to that work?
- A4. Yes.
- Q5. Why do the zones appear to overlap?
- A5. Zones indicate a given area depending on the on duty point of an assignment. For example, for long pool service, Grand Junction is the proper zone for Grand Junction - Denver service. For short pool service Grand Junction is the zone for going to Bond and Denver is the proper zone for going Denver - Bond.
- Q6. In Article II(C)(4), what does the phrase "when their services are no longer required" mean?
- A6. It is the parties intent to release forced and borrow out employees as soon as practical but without causing an added burden on those employees who remain in the Hub. When the change in operations result in surplus employees then the forced and borrow out employees services will no longer be required and they will be released on a one for one basis.
- Q7. In Article II (G), what does it mean when it refers to protecting all Engineer vacancies within a zone?
- A7. If a vacancy exists in a zone, it must be filled by a prior rights employee prior to placing employees on reserve, protection or supplemental boards. If a non prior rights employee is working in a zone then a prior rights employee must displace that person prior to going to a reserve, protection or supplemental board. If a vacancy exists in one zone and an employee in another zone is on a reserve, protection or supplemental board that person will be recalled prior to the Carrier promoting additional Engineers.
- Q8. Will existing pool freight terms and conditions apply on all pool freight runs?

- A8. No. The terms and conditions set forth in the controlling collective bargaining agreements and this document will govern.
- Q9. In Article II (H) will an employee be entitled to a relocation allowance if they voluntarily move either within the Hub or outside the Hub?
- A9. If, for example, an Engineer working at Cheyenne wants to be in the Denver Hub and displaces a junior employee as part of the final seniority placement the Cheyenne Engineer would not be entitled to a relocation allowance because that would be a seniority move not required by the merger.
- Q10. In Article II (H), if an employee who leaves the Hub places an application to return to the Hub, must they return when notified of the need for more employees in the Hub?
- A10. No, when notified they may at that time pull their application and elect to stay at their new location. When their application is pulled, it may not be resubmitted.
- Q11. If a Cheyenne based Engineer exercises his/her seniority to Denver as part of the final seniority process, will they receive wage protection?
- A11. No. Employees who are outside the Hub on December 1, 1996, and not on the merged roster, are not certified for wage protection. If they move into the Hub after implementation on a seniority move basis they do not become protected and if they remain at Cheyenne they do not become protected as the runs to Rawlins and Green River are not affected by this merger notice.
- Q12. Will an employee gain or lose vacation benefits as a result of the merger?
- A12. SP/DRGW Engineers will retain the number of weeks vacation earned for 1997 that they would have earned under their previous vacation agreement. Beginning with the 1998 calendar year they will be treated as if they had always been a UP Engineer and will earn identical vacation benefits as a UP Engineer who had the same hire date and same work schedule.
- Q13. When the agreement is implemented, which vacation agreement will apply?
- A13. The vacation agreements used to schedule vacations for 1997 will be used for the remainder of 1997.
- Q14. Will personal leave be applicable to DRGW Engineers in 1997?
- A14. When the agreement is implemented, personal leave will be prorated for the remainder of the year.
- Q15. What is the status of pre October 31, 1985 trainmen/firemen seniority?
- A15. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an Engineer. Those currently "treated as" will continue such status.
- Q16. What is the status of post October 31, 1985 trainmen/firemen seniority?
- A16. A post October 31, 1985 Engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an Engineer after the interim period.
- Q17. Will the Carrier continue to discuss ebb and flow issues after the merger?
- A17. Yes, the Carrier recognizes the benefits of discussing this issue further.

Article III - TERMINAL CONSOLIDATIONS

- Q18. If a yard job goes on duty in the previous UP yard what are the switching limits for performing work in the road/yard zone west of Denver?
- A18. DRGW M.P. 7.5 will be used for all yard crews on duty in Denver.

Article IV - POOL OPERATIONS

- Q19. If the on duty point for the Denver-Cheyenne pool is moved from Denver Union Terminal to the DRGW Yard, will the mileage paid be increased?
- A19. Yes. The mileage will be from the center of DRGW Yard to Cheyenne.
- Q20. Will the pools be blue printed or run first in first out?
- A20. At the start of the implementation period they will run as they currently do and the parties will review the issue after a period of time to give the parties a chance to see how the merger has affected the pools.
- Q21. Will the Denver - Oakley and Salina - Oakley pool ratios be maintained?
- A21. No. With the movement of the terminal to Sharon Springs and the creation of single headed pools, there will be no ratios.
- Q22. Because of the elimination of Oakley as a home terminal for pool service, what type of job assignment will the Engineers who remain at Oakley/Sharon Springs protect?
- A22. The Carrier anticipates that for those Engineers allowed to remain in this area that based on manpower needs, the guaranteed extra board will protect extra locals, branch line work, short turnaround service, HOSA relief work and so forth.
- Q23. In Article IV(B), Section 3 provides that the Carrier has the right to perform work currently permitted by or agreements including using an Engineer from a following train to work a preceding train. Does this alter the provision from the basic Eastern District agreement that provides for a penalty payment for trading trains while operating in interdivisional service?
- A23. No, the provision and its application is not changed by this agreement.
- Q24. If a crew in the 25 mile zone is delayed in bringing the train into the original terminal so that it does not have time to go on to the far terminal, what will happen to the crew?
- A24. Except in cases of emergency, the crew will be deadheaded on to the far terminal.
- Q25. Is it the intent of this agreement to use crews beyond the 25 mile zone?
- A25. No.
- Q26. In Article IV(B), is the 1/2 basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/special allowance?
- A26. No, it is subject to future wage adjustments and it is not duplicate pay/special allowance.

- Q27. How is a crew paid if they operate in the 25 mile zone?
- A27. If a pre-October 31, 1985 Engineer is transported to its train 10 miles east of Sharon Springs and he takes the train to Denver and the time spent is one hour east of Sharon Springs and 9 hours 24 minutes between Sharon Springs and Denver with no initial or final delay earned, the employee shall be paid as follows:
- One-half basic day for the service east of Sharon Springs because it is less than four hours spent in that service.
- The road miles between Sharon Springs and Denver.
- One hour overtime because the agreement provides for overtime after 8 hours 24 minutes on the road trip between Sharon Springs and Denver. (210 miles divided by 25 = 8'24")
- Q28. Would a post October 31, 1985 Engineer be paid the same?
- A28. No. The National Disputes Committee has determined that post October 31, 1985 Engineers come under the overtime rules established under the National Agreements/Awards/Implementing Agreements that were effective after that date for both pre-existing runs and subsequently established runs. As such, the post October 31, 1985 Engineer would not receive the one hour overtime in C above but receive the payments in A & B.
- Q29. How will initial terminal delay be determined when operating in the Zone?
- A29. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point.
- Q30. Can you give an example of other destinations that would not cause a runaround as described in Attachment B(7)?
- A30. If one Engineer is called to run from Denver to Sharon Springs and another is called to run from Denver to Cheyenne and they are in the same pool, then they cannot run around each other when called to work even if they do not leave on the trains for which called.
- Q31. When the UPED agreement becomes effective what happens to existing DRGW/MPUL claims?
- A31. The existing claims shall continue to be handled in accordance with the DRGW/MPUL Agreements and the Railway Labor Act. No new claims shall be filed under that agreement once the time limit for filing claims has expired.
- Q32. Is the identification of the UPED collective bargaining agreement in Article IV, Section C, a result of collective bargaining or selection by the Carrier?
- A32. Since UP purchased the SP system the Carrier selected the collective bargaining agreement to cover this Hub.
- Q33. In Article IV (D), if no applications are received for a vacancy on a prior rights assignment, does the prior right Engineer called to fill the vacancy have the right to displace a junior prior right Engineer from another assignment?

A33. Yes. That Engineer has the option of exercising his/her seniority to another position held by a junior prior right employee, within the time frame specified in the controlling collective bargaining agreement, or accepting the force to the vacancy.

Q34. Will an employee in Engineer training on or before November 30, 1996, holding prior rights be entitled to bump an Engineer only having common rights holding an assignment in his/her prior rights territory?

A34. Yes.

Article V - EXTRA BOARDS

Q35. How many extra boards will be combined at implementation?

A35. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter.

Q36. Are these guaranteed extra boards?

A36. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the existing UPED guaranteed extra board agreement.

Article VI - PROTECTION

Q37. What is automatic certification?

A37. An understanding reached by the parties that an employee will be provided the benefits of the applicable labor protective conditions without having to prove he was adversely affected as a result of implementation of this Agreement.

Q38. How will the test period average be determined?

A38. The parties have agreed to use the calendar year 1996 as the twelve month period. Normally, the twelve month period immediately prior to the implementation date is used, however, since severe flooding on the SP and UP beginning January 1, 1997, altered normal service through the central corridor, the parties agreed to use the 1996 calendar year.

Q39. How does the Carrier calculate test period earnings if, for example, an employee missed two (2) months compensated service in 1996?

A39. If an employee had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to November 1, 1995, to calculate the test period earnings based on twelve (12) months compensated service.

Q40. How will an employee be advised of their test period earnings?

A40. Test period averages will be furnished to each individual and the General Chairman.

Q41. How is length of service calculated?

A41. It is the length of continuous service an employee has in the service of the Carrier with a month of credit for each month of compensated service.

- Q42. If an employee has three years of Engineers service and three years of conductor service, how many years of protection will they have?
- A42. Six
- Q43. How will the employees know which jobs are higher rated?
- A43. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q44. Will specific jobs be identified in each grouping?
- A44. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.
- Q45. What will determine if an Engineer is considered a "dismissed" employee under this agreement?
- A45. If an employee cannot hold any Engineer position other than a protection board at their current location.
- Q46. What triggers the seven day period in which the "dismissed" Engineer must elect the separation allowance?
- A46. The first day that an employee is placed on a protection board and cannot hold another position.
- Q47. What rights does an employee have if he/she is already covered under labor protection provisions resulting from another transaction?
- A47. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q48. If an employee is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A48. An employee's reduction from New York Dock protection would commence with notification or attempted notification by the Carrier and would continue until the employee placed themselves.
- Q49. Will an employee have their protection reduced while on a protection board?
- A49. Yes, but only for layoffs or other absences. They will be considered as holding the highest rated position when on the board.
- Q50. If an employee who has wage protection leaves the Hub or later returns to the Hub, how are they treated for protection purposes?
- A50. They will be treated as holding the highest rated job they could hold in their previous seniority district if higher than the one in their new seniority district.
- Q51. How will reductions from protection be calculated?

- A51. In an effort to minimize uncertainty concerning the amount of reductions and simplify this process, the parties have agreed to handle reductions from New York Dock protection as follows:
1. Pool freight assignments – 1/15 of the monthly test period average will be reduced for each unpaid absence of up to 48 hours or part thereof. Absences beyond 48 hours will result in another 1/15 reduction for each additional 48 hour period or part thereof.
 2. Five day assignments – 1/22 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/22 reduction for each additional 24 hour period or part thereof.
 3. Six & seven day assignments - The same process as above except 1/26 for a six day assignment and 1/30 for a seven day assignment.
 4. Extra board assignments – 1/20 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/20 reduction for each additional 24 hour period or part thereof.

NOTE: Engineers on extra boards that go to the foot of the extra boards after a layoff will be considered as having an additional 24 hours off for riding the board.

Q52. Can you give an example of how the interim protection and regular protection will operate?

A52. The following examples cover employees with less than six years of service and more than six years of service:

Example 1: Employee A has eight years of service when the agreement is implemented on April 1, 1997. The interim period runs until January 1, 1998. The employee will receive interim protection until January 1, 1998, and on that date will receive six years New York Dock protection.

Example 2: Employee B has three years of service under the same facts as example 1. Employee B will have interim protection until January 1, 1998, and will then have three years nine months New York Dock protection.

Example3: Employee A has eight years of service when the agreement is implemented on April 1, 1997. The Interim period runs until June 1, 1998. The employee will receive interim protection until April 1, 1998, and will begin regular protection on April 1, 1998, for six years.

Example 4: Employee B has three years of service under the same facts as Example 3. Employee B will have interim protection until April 1, 1998, and will begin four years New York Dock protection on that date.

Example 5: Employee C has seven years of service when the agreement is implemented on April 1, 1997. Employee C elects to move to a vacancy outside the Denver Hub on November 1, 1998, and reports on that date. Employee C will be on interim protection until November 1, 1997 and will then start six years regular protection.

Q53. Why are there different dollar amounts for non-home owners and homeowners?

A53. New York Dock has two provisions covering relocating. One is Article 1 Section 9 Moving Expenses and the other is Section 12 Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.

- Q54. Why is there one price on loss of sale of home?
- A54. It is an "in lieu of" amount. Employees have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.
- Q55. What is loss on sale of home for less than fair value?
- A55. This refers to the loss on the value of the home that results from the carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.
- Q56. If the parties cannot agree on the loss of fair value what happens?
- A56. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.
- Q57. What happens if an employee sells the home for \$20,000 to a family member?
- A57. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q58. What is the most difficult part of New York Dock in the sale transaction?
- A58. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.
- Q59. Who is required to relocate and is thus eligible for the allowance?
- A59. An employee who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger., This excludes employees who are borrow o u t or forced to a location and released.
- Q60. Are there mileage components that govern the eligibility for an allowance?
- A60. Yes, the employee must have a reporting point farther than his/her old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.
- Q61. Can you give some examples?
- A61. The following examples would be applicable.

Example 1: Employee A lives 80 miles north of Denver and works a yard assignment at Denver. As a result of the merger he/she is assigned to a road switcher with an on duty point 20 miles north of Denver. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Employee B lives 35 miles north of Denver and goes on duty at the UP yard office in Denver. As a result of the merger he/she goes on duty at the DRGW yard office which is four miles away. No allowance is given.

Example 3: Employee C lives in Pueblo and is unable to hold an assignment at that location and is

placed in Zone 1, where a shortage exists, and placed on an assignment at Denver. The employee meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.

Example 4: Employee D lives in Denver and can hold an assignment in Denver but elects to place on a Road Switcher 45 miles north of Denver. Because the employee can hold in Denver, no allowance is given.

Q62. Must MPUL Engineers and Minturn Engineers be forced to an assignment to be eligible for relocation benefits?

A62. No, since they must relocate they make application for other assignments.

Q63. Are there any seniority moves that are eligible for an allowance?

A63. Yes, seniority moves between zones or outside the Hub, to Cheyenne, Rawlins, Dalhart, etc. during the interim period that permit another employee who would have been forced to remain at the same location will be eligible for an allowance. The move may not trigger other relocation allowances.

Q64. Will Engineers be allowed temporary lodging when relocating?

A64. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days.

Article VII - INTERIM OPERATIONS

Q65. Are there any restrictions on routing of traffic or combining assignments during the interim period or thereafter?

A65. There are no restrictions on the routing of traffic in the Denver Hub once the 30 day notice of implementation has lapsed and the interim period has begun. There will be a single collective bargaining agreement and limitations that currently exist in that agreement will govern, e.g., radius provisions for road switchers, road/yard moves etc. However, none of these restrictions cover through freight routing. The combining of assignments is covered in this agreement.

Q66. Since the protection boards will also operate as supplemental extra boards, does the Carrier intend to run extra boards short-handed?

A66. No.

Q67. Will Local Chairmen be subject to call on the protection board when it is used as a supplemental board?

A67. No. The Local Chairmen will be performing other duties in accordance with this Agreement.

Article VIII – IMPLEMENTATION

Q68. On implementation will all Engineers be contacted concerning job placement?

A68. No, the implementation process will be phased in and employees will remain on their assignments unless abolished or combined and then they may place on another assignment or on the protection board depending on surplus, see Article VIII(B). The new seniority rosters will be available for use by

employees who have a displacement.

Q69. How will the new extra boards be created?

A69. When the Carrier gives notice that the current extra boards are being abolished and new ones created in accordance with the merger agreement, the Carrier will advise the number of assignments for each extra board and the effective date for the new extra board. The employees will have at least ten days to make application to the new extra board and the dovetail roster will be used for assignment to the Board. It is anticipated that the extra boards will have additional Engineers added at first to help with the familiarization process.

Q70. Will the Carrier transfer all surplus employees out of the Hub?

A70. No. The Carrier will retain some surplus to meet anticipated attrition and growth, however, the number will be determined by the Carrier.

Q71. Will the Carrier offer separation allowances?

A71. The Carrier will review its manpower needs at each location and may offer separation allowances if the carrier determines that they will assist in the merger implementations. Article 1 Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.

Q72. When will reserve boards be established and under what conditions will they be governed?

A72. When the interim period is over and the protection boards are canceled the parties will be governed by Article VIII(E). When reserve boards are established, they will be governed by the current supplemental board agreement covering the UPED Engineers at Denver.

Q73. When will the Engineers on the 5th/14th district roster make their one-time election for permanent roster selection?

A73. At the beginning of the interim period these Engineers will make their election but will not be released to relocate until replacements are available.

Q74. What protection/relocation benefits will 5th/14th district Engineers be provided when they make the election?

A74. Since this is a voluntary seniority move no additional benefits are provided. Engineers in the Denver Hub who are certified will be able to take their wage protection with them; however, those outside the Hub who come into the Hub will not gain wage protection. None of the Engineers will be entitled to relocation expenses as a result of a voluntary move at this time.

Q75. Will the same provisions apply for the 10th/11th district Engineers?

A75. No, since some of those Engineers are currently operating in a doubleheaded pool those Engineers will be afforded the opportunity to relocate to Zone 1 for the single headed pool operation. Those not involved in the Denver pool operation will be governed under the implementation agreement covering the Salina to Sharon Springs pool freight run.

CNW MERGER (OMC) AWARD

MERGER IMPLEMENTING AGREEMENT
between the
UNION PACIFIC/MISSOURI PACIFIC RAILROAD COMPANY
CHICAGO AND NORTHWESTERN RAILWAY COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32133, the Interstate Commerce Commission (ICC) approved the acquisition and control of the Chicago and North Western Railway Company (CNW) by the Union Pacific/Missouri Pacific Railroad Company (Union Pacific or UP). In order to achieve the benefits of operational changes made possible by the transaction and to modify pre-transition labor arrangements to the extent necessary to obtain those benefits,

IT IS AGREED:

I. Seniority and Work Consolidation.

To achieve the work efficiencies and allocation of forces that are necessary to make the merged Carrier operate efficiently as a unified system, the following seniority consolidations will be made:

a) St. Louis, Missouri

1)

- (a) The CNW employees assigned to CNW yard assignments at Madison, Illinois, on September 1, 1995, will be placed on the bottom of Missouri Pacific (MP) Merged Roster No. 1 and will have prior rights to the former CNW regularly assigned yard assignments at Madison. Should those former CNW assignments be abolished or consolidated with other MP assignments, the former CNW employees will have no prior rights. However, should those former CNW assignments be reestablished, prior rights shall apply. Any newly established assignments will not be subject to prior rights.
- (b) Both MP employees and former CNW employees may work all assignments covered by Merged Roster No. 1 and may work all assignments protected by the MP St. Louis extra board. All employees and all assignments will work under the MP Agreement all in accordance with the employees' seniority on Merged Roster No. 1, subject to prior rights.

NOTE: Prior rights will not apply to assignments on nor operation of the MP Merged Roster #1 extra board at St. Louis.

2)

- (a) The CNW employee(s) assigned to the Monterey Mine assignment on September 1, 1995, will be placed on the bottom of the Chicago and Eastern Illinois (C&EI) road roster at St. Louis and will have prior rights to the Monterey Mine assignment, if regularly assigned. Should this assignment be abolished or consolidated with other C&EI assignments, the former CNW employee(s) will have no prior rights. However, should those former CNW assignments be reestablished, prior rights shall apply. Any newly established assignments will not be subject to prior rights.
- (b) Both C&EI and the former CNW employee may work the Monterey Mine Assignment, may work all assignments covered by the C&EI road roster and may work all

assignments protected by the C&EI extra board at St. Louis. All employees and all assignments will work under the C&EI Agreement all in accordance with the employees' seniority on the C&EI road roster at St. Louis, subject to prior rights.

NOTE: Prior rights will not apply to assignments on nor operation of the C&EI extra board at St. Louis.

3)

(a) The number of employees assigned to work South Pekin, Illinois, to St. Louis (in through freight only, excluding power plant operations) on September 1, 1995, will be transferred to St. Louis and will be placed on the bottom of the C&EI road roster at St. Louis and will have prior rights to a maximum of three positions in the new St. Louis to Chicago/South Pekin pool. Any newly established assignments will not be subject to prior rights.

(b) Both C&EI employees and former CNW employees may work all assignments in the new St. Louis to Chicago/South Pekin Pool, may work all assignments protected by the C&EI road roster (including the Monterey Mine assignment) and may work all assignments protected by the St. Louis extra board (including the Monterey Mine assignment). All employees and all assignments will work under the C&EI Agreement all in accordance with the employees' seniority on the C&EI roster at St. Louis, subject to prior rights.

NOTE: Prior rights will not apply to assignments on nor operation of the C&EI extra board at St. Louis.

b) Kansas City, Missouri

1)

(a) The CNW employees assigned to CNW yard assignments at Kansas City on September 1, 1995, will be placed on the bottom of MP Merged Roster No. 2A and Merged Roster 2B and will have prior rights to the former CNW yard assignments. Should those former CNW assignments be abolished or consolidated with other MP assignments, those former CNW employees will have no prior rights. However, should those former CNW assignments be reestablished, prior rights shall apply. Any newly established assignments will not be subject to prior rights.

(b) Both MP employees and former CNW employees may work all assignments covered by Merged Rosters 2A and 2B and may work all assignments protected by the Merged Roster 2A and Merged Roster 2B extra boards. All employees and all assignments will work under the MP Agreement all in accordance with the employees' seniority on Merged Rosters 2A and 2B, subject to prior rights.

NOTE: These prior rights will not be applicable to assignments on nor operation of the three MP extra boards at Kansas City.

2)

(a) The number of CNW employees assigned to road service work between Kansas City and Des Moines (excluding service to Indianola), on September 1, 1995, and who are headquartered at Des Moines, will be transferred to Kansas City. Those CNW employees, as well as the CNW employees currently assigned to work between Kansas City and Des Moines headquartered at Kansas City and the CNW employees on the CNW extra board at Kansas City, will all be placed on the bottom of the MP Merged Roster 2A and MP Merged Roster 2B and will have prior rights to their percentage in the new Kansas City to Omaha Metro Complex (OMC)/Des Moines pool. The percentage

will be as follows: 75% for Merged Roster 2B and 25% for the former CNW employees. The percentage for the former CNW employees need not be maintained as those employees attrite or are unavailable. Any newly established assignments will not be subject to prior rights.

NOTE: These prior rights will not be applicable to assignments on nor operation of the three MP extra boards at Kansas City.

(b) Both MP employees and former CNW employees may work all assignments in the Kansas City to OMC/Des Moines pool, may work local assignments between Kansas City and Des Moines (excluding service to Indianola) and all assignments protected by Merged Roster No. 2A and Merged Roster 2B may work all assignments protected by the Merged Roster No. 2A and Merged Roster 2B extra boards. All employees and all assignments will work under the MP Agreement all in accordance with the employees' seniority on Merged Roster No. 2A and Merged Roster 2B, subject to prior rights.

c) Chicago, Illinois Complex

1) A new consolidated Chicago Terminal Complex (CTC) seniority roster will be established to protect all non-through freight, yard or extra board assignments headquartered within the CTC. The CTC is defined in Article III.

2) The new CTC seniority roster will consist of the following employees:

(a) All C&EI employees working in Chicago on March 1, 1996;

(b) All CNW employees on the Chicago Freight Terminal #7 Roster;

(c) The number of CNW Eastern #1 employees working in Chicago on March 1, 1996; and,

(d) The number of CNW Northeastern #2 employees working in Chicago on March 1, 1996.

NOTE 1: "Working in Chicago" is defined as holding an assignment (non-through freight, yard, or extra board) with an on-duty point within the territory of the new CTC as defined in Article III.

NOTE 2: One Eastern-1 extra board employee for each four Eastern-1 employees transferred to the CTC and one Northeastern-2 extra board employee for each four Northeastern-2 employees transferred to the CTC will also be transferred to the new CTC roster.

3)

(a) Employees identified in Paragraph 2, above, will be placed on the new CTC seniority roster in the following manner:

(1) Employees identified in 2(a), (c) and (d), above, will be dovetailed based upon the employee's engine service date. If this process results in employees having identical seniority dates, seniority will be determined by the employee's service date.

(2) The dovetailed list in (1), above, will be placed on the bottom of the CNW Chicago Freight Terminal #7 Roster creating the new CTC roster.

- (b) Each employee placed on the new CTC roster will be provided prior rights to their former work now included in the CTC. Current assignments retained in the new CTC will not be rebulletined. Should any former assignments subsequently be abolished or consolidated with other CTC assignments, there will be no prior rights to those assignments. However, should those former CNW assignments be reestablished, prior rights shall apply. Any newly established assignments will not be subject to prior rights. The new CTC seniority roster will indicate prior rights in the following manner:

NOTE: Prior rights will not apply to assignments on nor operation of the CTC extra board.

EXAMPLE (assumes roster only has five people on it):

Prior Rights to which Assignments				
Roster Name Ranking	Chicago Freight Terminal # 7	Eastern # 1	North-Eastern # 2	C&EI
Jones, J. #1	X			
Smith, L #2	X			
Ames, G. #3			X	
Bailey, T. #4				X
Moore, K. #5		X		

- (c) All employees placed on the CTC roster may work all assignments protected by the new CTC roster and may work all assignments protected by the new CTC extra board. All employees and all assignments will work under the CNW Agreement all in accordance with the employee's seniority on the new CTC roster, subject to prior rights.
- (d) New employees hired and placed on the CTC roster subsequent to the adoption of the CTC will be governed by the CNW collective bargaining agreement, but will have no prior rights to any assignments within the CTC; will have no rights to any CNW Eastern #1, CNW Northeastern #2 nor C&EI assignments outside of the CTC; will rank below all prior rights employees on the roster and will have seniority to all assignments headquartered within the CTC.

d) Omaha

- 1) UP/BLE Roster #1 will be expanded to protect all assignments headquartered within the Omaha Metro Complex (OMC) or which have the OMC as the source of supply. The OMC is defined in Article III.
- 2) The new UP/BLE Merged Roster #1 will consist of the following employees:
 - (a) All UP employees on the current UP/BLE #1;
 - (b) All CNW employees assigned to work between the OMC and Sioux City, Iowa (including Sergeant Bluff, Iowa) on September 1, 1995.

NOTE 1: CNW employees who work in the Sioux City area on yard, locals and road switchers and through freight between Sioux City and St. James, Minnesota will remain under the CNW Agreement until the Carrier gives a 30 day written notice that it is instituting through freight service between the OMC and Worthington. When such service is instituted then all employees in all classes of service between the OMC and Worthington, Minnesota will be part of the UPED Seniority District #1 and will operate under the UPED Agreement provisions and the provisions of Article II New Operations. Assignments at Worthington and to Minneapolis shall remain under the CNW.

NOTE 2: Employees on the Sioux City extra board may relieve crews unloading coal trains at the Sergeant Bluff power plant but will not be used to return trains to the OMC.

NOTE 3: The carrier notice to institute ID service to Worthington does not require additional bargaining of terms and conditions as those are already set forth in the Award but to give the parties time to transfer the employees to the new seniority roster and relocate additional employees to the OMC if needed.

(c) All CNW employees working an assignment headquartered within the OMC on September 1, 1995;

NOTE 1: "Working an assignment headquartered within the OMC" is defined as holding an assignment (non-through freight, yard or extra board) with an on-duty point within the territory of the OMC.

NOTE 2: "Working an assignment headquartered within the OMC" is also defined as the CNW assignments working to Norfolk, Nebraska, from Fremont, Nebraska, and the CNW assignment at Norfolk.

3)

(a) Employees identified in Paragraph 2, above, will be placed on the new UP/BLE Merged Roster #1 in the following manner:

(1) Employees identified in 2(b) and (c), above, will be dovetailed based on the employee's engine service date. If this process results in employees having identical seniority dates, seniority will be determined by the employee's Company service date.

(2) The dovetailed list in (1), above, will be placed on the bottom of the UP/BLE Roster #1.

NOTE: Employees affected by the dovetailing of seniority in 3(a), above, will be transferred to the OMC in accordance with operational needs.

(b) Each employee placed on the new UP/BLE Merged Roster #1 will retain their current assignment (if operated) and will be provided primary prior rights to assignments on their former seniority district. Secondary prior rights shall be granted former CNW employees on other CNW work transferred to UP/BLE merged roster number 1 not covered by primary prior rights. Prior rights will also include the new operations established in accordance with Article II, Section A, Paragraph (1), but prior rights will not apply to assignments on nor operation of the UP extra boards at the OMC. Should any former

CNW assignment be abolished or consolidated with UP assignments, the former CNW employees will have no prior rights to those assignments. However, should those former CNW assignments be reestablished, prior rights shall apply. Any newly established assignments will not be subject to prior rights; however, additions to pool freight service shall not be considered "newly established assignments" as used in this sentence. The UP/BLE Merged Roster #1 seniority roster will indicate prior rights in the following manner:

EXAMPLE: (assumes only five people on the roster):

Name	Roster Ranking	UP/BLE Roster #1	CNW within OMC	CNW - OMC to Worthington
Brown, J.	#1	P		
Green, S.	#2	P		
Black, C.	#3		S	P
White, P.	#4		P	S
Blue, R.	#5		P	S

(c) All employees placed on the UP/BLE Merged Roster #1 may work all assignments (regular or extra) protected by the new roster. All employees and all assignments will work under the UP Agreement in accordance with the employee's seniority on the new roster, subject to prior rights.

(d) New employees hired and placed on the new UP/BLE Merged Roster #1 subsequent to the adoption of this agreement will be governed by the UP Agreement, but will have no prior rights to any assignment protected by the new roster, will rank below all prior rights employees on the roster and will have seniority rights to all assignments protected by the new roster.

4) The expanded UP/BLE Merged Roster #1 will enable the Carrier to address necessary operational efficiencies and economies in the territory and on the following trackage: the existing UP/BLE Seniority District #1; the OMC as defined in Article III; and the north-south main line, branch lines and yards from the OMC to Sioux City. It will include all trackage from Sioux City to Worthington after service of the notice in Article ID2(b).

e) Midwest

1) A new CNW Midwest seniority district will be created to address necessary operational efficiencies and economies on the following lines: Mason City, Iowa, to Butterfield, Minnesota; Allendorf, Iowa, to Bricelyn, Iowa; Hartley, Iowa, to Emmetsburg, Iowa; Estherville, Iowa, to Eagle Grove, Iowa; Burt, Iowa, to Goldfield, Iowa; Forest City, Iowa, to Belmont, Iowa; Kanawha, Iowa, to Belmont, Iowa; Dows, Iowa, to Clarion, Iowa; Mason City, Iowa, to Somers, Iowa; Eagle Grove, Iowa, to Ames, Iowa; Ellsworth, Iowa, to Jewell, Iowa; Mallard, Iowa, to Grand Junction, Iowa; Albert City, Iowa, to Rolfe, Iowa; Royal, Iowa, to Laurens, Iowa; Coulter, Iowa, to Clarksville, Iowa; Iowa Falls, Iowa, to Alden, Iowa; Oelwein, Iowa, to Waterloo, Iowa; Marshalltown, Iowa, to Steamboat Rock, Iowa; Marshalltown, Iowa, to Powerville, Iowa; Marshalltown, Iowa, to Albia, Iowa; Hampton, Iowa, to Sheffield, Iowa; Des Moines, Iowa, to

Yale, Iowa; Des Moines, Iowa, to Woodward, Iowa; Des Moines, Iowa, to Indianola, Iowa: and Des Moines, Iowa, to Bondurant, Iowa. In addition, trackage from Des Moines to Mason City and trackage from the OMC to Clinton is included in the new Midwest seniority district.

- 2) The new Midwest Seniority District will consist of the following employees:
 - (a) The number of CNW Southern #3 employees working in the Midwest territory on September 1, 1995 (less those transferred to other districts in accordance with this Agreement);
 - (b) The number of CNW Central #5 employees working in the Midwest territory on September 1, 1995 (less those transferred to other districts in accordance with this Agreement).

NOTE: "Working in the Midwest territory" is defined as holding an assignment (through freight, non-through freight, yard or extra board) with an on-duty point within the territory of the new Midwest seniority district.

- 3) Currently active employees on the Central 5 and Southern 3 Seniority Rosters who have been placed on the new Midwest Seniority District will be listed on the new Midwest Seniority District Roster as follows:
 - (a) Two new rosters will be created; Midwest Roster A and Midwest Roster B:
 - (1) Roster A will list the currently active Southern 3 employees with their current seniority date ahead of currently active Central 5 employees who will receive a common date of June 1, 1996 and will be ranked in the order they currently stand on the Central 5 Roster.
 - (2) Roster B will list the currently active Central 5 employees with their current seniority date ahead of currently active Southern 3 employees who will receive a common date of June 1, 1996 and will be ranked in the order they currently stand on the Central 5 Roster.
 - (b) Employees with seniority dates on the Midwest Seniority District after June 1, 1996 will be listed on both Rosters A and B behind Southern and Central employees. Rosters A and B will exist until such time as all employees on either of the two rosters with dates older than June 1, 1996 are attrited.
 - (c) Employees listed on Roster A shall have prior rights to those positions (including extra boards) headquartered at points located on the former Southern 3 territory. Employees listed on Roster B shall have prior rights to those positions (including extra boards) headquartered at points located on the former Central 5 territory.
 - (d) On runs which operate over both former Southern 3 and Central 5 territories, the Local Chairmen involved will work with the Crew Management Director or his designee to determine whether equalization is required as between employees having a date of June 1, 1996 or earlier. If equalization is desired, the Local Chairman will then notify the Crew Management Director to post a bulletin to the entire district which will indicate that the bulletin is for equalization purposes, the time period the assignment will cover, and whether Roster A or B will have prior right to the assignment. No changes will be made during the life of the bulletin. If no bids are received from the Roster to whom

equalization is owed, the right to the equalization will be deemed waived and the bulletin will be canceled.

- (e) The prior rights set forth in this Section 3 govern assignment to service only. Once assigned, all employees, including prior rights employees, on the new Midwest seniority roster may work all assignments (regular or extra) protected by the Midwest roster without regard to former Southern 3 and Central 5 seniority demarcation lines. All employees and all assignments will work under the CNW (proper) Agreement and under the terms and conditions established in Article 11.

f) Seniority and Service Rights

The following will apply to employees transferring from CNW to UP (Sections A, B and D of this Article I) and to employees transferring from UP to CNW (Section C of this Article I):

- (a) All engine service seniority with the employees' original railroad will be eliminated;
- (b) Seniority with the employees' new railroad will be established in accordance with the provisions of this Article 1; and,
- (c) The employees will be treated for vacation, entry rates and payment of arbitraries as though all their time in engine service on their original railroad had been performed on their new railroad.
- (d) Employees with train service seniority on their original railroad will forfeit that seniority. Train service on the employees' new railroad will be established either following the same relative standing as on the original railroad or as provided for in the UTU National Agreement.

NOTE: Subparagraph (d) is contingent upon the implementing agreement for the other operating craft organization.

- (e) The seniority consolidations provided for in this Article I will result in the elimination of CNW Southern #3 seniority district. CNW Freight Terminal #7 and the C&EI Chicago Yard seniority districts will also be eliminated and made part of the new CTC seniority district. The UP/BLE Seniority District #1 will also be eliminated and will become the basis for the new UP/BLE Merged Roster #1 seniority district.
- (f) CNW employees placed on the bottom of a C&EI or MP roster under Sections A and B of this Article I will be placed on the roster in the same seniority order they held on the CNW.
- (g) After the initial placement on a new roster in accordance with the procedures set forth in Article V, below, no additional employees hired prior to the date of this Agreement will be permitted to place on another roster under the provisions of this Agreement.

II. New Operations

- A. The following new operations may be implemented in accordance with the provisions set forth in this Article II:

- 1 Under the UP Agreement with the OMC as the home terminal: OMC-Sioux City, OMC-Sergeant Bluff, OMC-North Platte, OMC-Grand Island (including the "picker" pool) and OMC-Marysville. OMC-Worthington shall be included after the notice in Article I D 2 (b) becomes effective.

NOTE: The current North Platte-Fremont and North Platte - Council Bluffs doubleheaded interdivisional pools may cease operations (with the understanding these pools may be reestablished by the Carrier) when replaced by an OMC-North Platte and North Platte-OMC pool.

- 2 Under the CNW Agreement with Boone as the home terminal: Boone-Clinton and Boone-OMC; with Clinton as the home terminal: Clinton-OMC.

NOTE: Return trips from the OMC and Clinton in the Boone pool may go to Des Moines, Mason City, Nevada and Ames with the employees being either transported back to the home terminal of Boone after completion of the trip or taking a train back to the home terminal of Boone and being paid actual miles run or transported or combination thereof. This does not prohibit the use of Clinton crews on their return trip from being used to any of these cities and then transported to Clinton or used on another train to Clinton and paid actual miles run or transported or combination thereof.

Example: A crew goes from Boone to the OMC and on its return trip it takes a train to Ames and is then transported back to Boone to tie up. The crew is paid actual miles Boone to Council Bluffs (where it yarded its train), and on its return trip is paid from Missouri Valley (where it received its train) to Ames and Highway miles Ames to Boone unless overtime was greater.

- 3 Under the MP Agreement with Kansas City as the home terminal: Kansas City-OMC/Des Moines.

NOTE: This will be a single pool with alternative destinations (see Article I, Section B2).

- 4 Under the C&EI Agreement with St. Louis as the home terminal: St. Louis - Chicago/South Pekin.

NOTE 1: This will be a single pool with alternative destinations (see Article 1, Section A3).

NOTE 2: The current St. Louis-Chicago operation is a guaranteed pool. The guarantee and offset adjustments for the new pool operation will be paid and adjusted in accordance with Side Letter #1 of the Villa Grove Interdivisional Run Arbitration Agreement.

- 5 On the territory covered by the CNW Agreement:

- (a) Twin Cities (home terminal) to Worthington (far terminal);
- (b) Any Midwest Seniority District location to any other Midwest Seniority District location; (This includes runs to the OMC)
- (c) Waukegan (home terminal) to Clinton (far terminal) with Waukegan as the on-duty point/off-duty point and transported to/from the power plants at Waukegan and Pleasant Prairie;

NOTE: Employees working in the Waukegan-Clinton pool freight service will be from both CNW Eastern #1 and CNW Northeastern #2. The equalization for the pool will be 71 % for Eastern #1 and 29% for Northeastern #2. Either road extra board may be used to fill any vacancy in the pool or to perform hours of service relief.

- (d) South Pekin (home terminal) to Clinton; and,
- (e) Chicago (CTC) (home terminal) to Clinton/South Pekin.

NOTE: This will be a single pool with alternative destinations.

B The terms and conditions of the new operations set forth in Section A, above, are as follows:

- 1 Miles Run - The miles paid shall be the actual miles run. Actual miles run to/from the OMC will be calculated in accordance with the chart found in Attachment A.

NOTE: As long as the Fremont-North Platte and Council Bluff-North Platte Double headed pools are operated they will be paid the minimum number of specified miles in the current ID agreements and will be paid additional miles if they run past their currently assigned final terminals.

Example 1: A Fremont-North Platte crew operates on a return trip ten miles past Fremont towards Blair and are then transported back to Fremont. They will be paid 244 miles North Platte to Fremont and an additional ten miles to the point of leaving their train.

Example 2: A Council Bluff-North Platte crew operates a train from North Platte to a point ten miles short of Council Bluffs and are then transported to their tie up point. They will be paid the full 282 miles. A Boone-OMC crew then takes the same train from the same point to Boone. They are paid the 144 miles Council Bluffs to Boone and an additional ten miles for the distance west of Council Bluffs.

- 2. Basic Day/Rate of Pay - The provisions of the November 7, 1991, Implementing Agreement (BLE) will apply, to include applicable entry rates.
- 3. Overtime - Overtime will be paid in accordance with Article IV of the November 7, 1991, Implementing Document (BLE).
- 4. Transportation - Transportation will be provided in accordance with Section (2)(c) of Article IX of the May 19, 1986, National Arbitration Award (BLE).
- 5. Meal Allowance and Eating Enroute - Meal allowances and eating enroute will be governed by Section 2(d) and Section (2)(e) of Article IX of the May 19, 1986, National Arbitration Award (BLE), as amended by the November 7, 1991, Implementing Agreement.
- 6. Suitable Lodging - Suitable lodging will be provided by the Carrier in accordance with applicable agreements as identified in Article II.
- 7. Held-away-from-home terminal time will be up to a maximum of eight (8) hours in every twenty-four (24) hour period beginning after the first sixteen (16) hours.

8. All through freight service will be rotary pool freight service with blue print board provisions for placing employees in the proper order at the home terminal and at the far terminal. Under a blue print board operation, employees are not run-around if used on the train for which called.

NOTE 1: Item B7, above, will not apply to the OMC-North Platte nor the North Platte-OMC operation. The traditional HAHT payment for that operation will continue to apply.

NOTE 2: Item B2, above, will reflect the CNW rate of pay for those new operations governed by the CNW Agreement.

NOTE 3: It is not the intent of this Award to eliminate provisions of the existing MP/C&EI ID Agreements involving St. Louis - Chicago and Kansas City - Omaha by the addition of South Pekin and Des Moines respectively as alternate destinations from the home terminal and the creation of the OMC and CTC for the receiving and leaving of trains, except those subjects of this award that are identified in this note.

- A. In addition, it is not the intent to eliminate provisions of existing UPED ID Agreements involving Fremont -North Platte, Council Bluffs - North Platte and Council Bluffs-Marysville by the creation of the OMC as a complex for the receiving and leaving of trains by a pool nor the North Platte - South Morrill ID Agreement by the creation of the thirty mile zone, except those subjects of this award that are identified in this note.

- B. The specific areas of coordination are as follows:

- (a) Miles Run - The currently paid miles from St. Louis to South Pekin and Kansas City to Des Moines will be paid for crews run between those points. Mileage paid to and from the OMC will be paid per the chart set forth in Attachment A. For example, if a Kansas City crew receives its train six miles north of the Council Bluffs yard toward Missouri Valley and takes the train to Kansas City, the crew will be paid the 204 miles OMC to Kansas City and six miles for receiving the train north of the Council Bluffs yard. If new OMC-North Platte/North Platte-OMC or OMC-Marysville pools are established this note shall govern them. If new pools are not established then the note to B 1 above governs existing pools.
- (b) Hours of Service Relief - At South Morrill, the OMC, Des Moines, South Pekin, North Platte, Marysville and the CTC, the extra board(s) home terminal(s) at each location may now be used, if not previously allowed, to perform hours of service relief in all directions, except on northbound KC-OMC MP trains. If this service results in the extra board being used off its seniority district, the extra board crew is limited to the same road/yard limit that a yard crew would be limited to under applicable agreements measured from the consolidated switching limits not from the terminal complex limits.
- (c) Thirty Mile Zone - At South Morrill through freight crews from the UP and CNW may leave or receive their trains at any location within the thirty mile zone and will be governed by the conditions set forth in other sections of this Award.
- (d) Terminals/Complexes - ID crews may now receive or leave their trains anywhere within the complex limits of the OMC or CTC or the new terminal limits of Kansas City and St. Louis as established in this award.

NOTE 4: The Carrier will not serve a national ID notice to move the Clinton and Boone home terminals to the OMC and have those terminals become away from home terminals. This does not prohibit the serving of ID notices to run

Appendix I

CNW Merger – OMC Award

through either of these terminals with other than the OMC as the home terminal.

C. When the carrier has a customer request for particularized handling that would provide more efficient service, local and road switcher service may be established to operate in turnaround service or to operate from any location to any other location within any seniority territory outlined in Article I. Should this service be desired by the Carrier and the desired service would cross seniority lines, such service may be implemented upon a five (5) day notice by the Carrier to the involved General Chairmen. The service will be manned by employees from the seniority territory where the home terminal of the assignment is located. The involved local chairmen may make arrangements for the equalization of work; however, such equalization must be cost neutral to the Carrier.

D. All pool freight and all other road service crews may receive and/or leave trains anywhere within the boundaries of the terminal of their runs in accordance with the provisions of all national agreements.

NOTE: "Anywhere within the terminal" is defined to include the CTC and OMC as those complexes are defined in Article III and to include the consolidated terminals of St. Louis, Kansas City and South Morrill.

E. 1. Turnaround service/Hours of Service relief for the new operations listed in Section A, above, may be performed as follows:

a. When crews are heading toward the home terminal, the protecting extra board will be used.

b. When crews are heading toward the far terminal, an extra board at that terminal, if available, will be used first, in any direction out of the extra board point except on northbound KC-OMC MP trains. The first-out away-from-home terminal crew also may be used.

NOTE 1: Crews used for this service, whether extra or in the pool, may be used for multiple "dogcatches" during a tour of duty.

NOTE 2: When the first-out away-from-home terminal crew completes this service, the crew may be used for either a through train or for additional turnaround service/Hours of Service relief. Any crew used for two consecutive turnaround service/Hours of Service relief jobs will be placed first out after rest for a through train or deadheaded back to the home terminal.

2. Nothing in this Section E prevents the use of other employees to perform work currently permitted by other agreements, including, but not limited to, yard crews performing hours of service relief within the road/yard zone, ID crews performing service and deadheads between terminals, traveling switch engines (TSEs) handling trains within their zones and using an employee from a following train to work a preceding train.

F. 1. The new operations listed in Section A, above, may be implemented separately, in groups or collectively, upon five (5) days' notice by the Carrier to the involved General Chairman.

2. The new operations listed in Section A, above, may be run by the Carrier in pool service, extra service or any other type of service necessary to meet the demands of the service and/or to meet customer requirements.

III. Terminals/Complexes

The following terminal and complex consolidations will be implemented on the Implementation Date of this Agreement in accordance with the provisions set forth in this Article III:

A. Kansas City

1. The existing switching limits at Kansas City will now include the CNW rail line to CNW Mile Post 500.3.
2. All road crews (MP, including former CNW, and UP) may receive/leave their trains at any location within the boundaries of the new Kansas City Consolidated terminal and may perform work anywhere within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.
3. All yard assignments in the new consolidated Kansas City terminal will be governed by the MP Agreement and manned by MP employees from MP Merged Roster 2, subject to the prior rights requirement of Article I.

NOTE: This provision will not alter the current work equity/seniority allocation for UP Seniority District #8 employees.

4. All rail lines, yards and/or sidings within the new consolidated Kansas City terminal will be considered as common to all crews working in, into and out of Kansas City. All crews will be permitted to perform all permissible road/yard work. Interchange rules are not applicable for intra-carrier moves within the consolidated terminal.

B. St. Louis

1. The existing switching limits at St. Louis will now include the CNW rail line to CNW Mile Post 144.
2. All road crews (MP and C&EI, including former CNW) may receive/leave their trains at any location within the boundaries of the new St. Louis consolidated terminal and may perform work anywhere within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.
3. All yard assignments in the new consolidated St. Louis terminal will be governed by the MP Agreement and manned by MP employees from MP Merged Roster #1, subject to the prior rights requirement of Article I.
4. All rail lines, yards and/or sidings within the new consolidated St. Louis terminal will be considered as common to all crews working in, into and out of St. Louis. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable for intra-carrier moves within the consolidated terminal.

C. Chicago Terminal Complex

1. The new consolidated Chicago Terminal Complex (CTC) will be the entire area within and including the following trackage: Waukegan (CNW Mile Post 41.0 on the Kenosha Branch) southwest paralleling the EJE rail line to Geneva (CNW Mile Post 41.0 on the Geneva Subdivision), continuing on a parallel with the EJE line south through Normantown and East

Joliet through Brisbane, Matteson, Chicago Heights (south to the current southern boundary of Mile Post 30.0 on the C&EI) to Griffith, then north on a parallel with the EJE through Van Loon and Ivanhoe, and then east paralleling the EJE line through Kirk and Gary Yard.

2. All road crews (CNW and C&EI) may receive/leave their trains at any location within the boundaries of the new CTC and may perform any work anywhere within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.
3. All yard and non-through freight assignments headquartered within the CTC will be governed by the CNW Agreement and manned by employees from the new CTC seniority roster, subject to the prior rights requirements of Article I.

NOTE: This provision will not be applicable to C&EI non-through freight road assignments headquartered within the CTC which operate onto C&EI road territory.

4. All rail lines, yards and/or sidings within the new CTC will be considered as common to all crews working in, into and out of the CTC. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable for intra-carrier moves within the CTC.

D. Omaha Metro Complex

1. The new consolidated Omaha Metro Complex (OMC) will be the entire area within and including the following trackage: Fremont (UP Mile Post 44.75 - west) to Omaha/Council Bluffs (UP Mile Post 473.1 - south) to Missouri Valley (CNW Mile Post 327.2 - east) and return to Fremont. At California Junction, trackage north to CNW Mile Post 10.2 will be included.

NOTE: The Omaha Metro Complex described above is part of the larger UP/BLE Merged Roster #1 seniority district described in Article I.

2. All road crews (UP, including former CNW, and MP) may receive/leave their trains at any location within the boundaries of the new complex and may perform any work within those boundaries. The Carrier will designate the on/off duty point(s) for road crews.
3. All yard and non-through freight assignments headquartered within the complex will be governed by the UP Agreement and manned by employees from the new UP/BLE Merged Roster #1 seniority district, subject to the prior rights requirement of Article I.
4. All rail lines, yards and/or sidings within the new complex will be considered as common to all crews working in, into and out of the complex. All crews will be permitted to perform all permissible road/yard moves. Interchange rules are not applicable for intra-carrier moves within the complex.
5. In addition to the consolidated complex, the UP terminal at Omaha/Council Bluffs and the CNW terminal at Council Bluffs will be consolidated into a single terminal controlled by UP. The existing UP switching limits at Omaha/Council Bluffs will now include the CNW rail line to CNW Mile Post 345.0.

E. South Morrill

1. South Morrill will be a consolidated terminal with the following boundaries: UP Mile Post 156.8 to UP Mile Post 166.0. All road crews (UP and CNW) may receive/leave their trains at any location within the boundaries of the consolidated South Morrill Terminal and may perform any work anywhere within those boundaries.

2. The following will be applicable to achieve efficient operations in and around the common UP/CNW terminal of South Morrill, Nebraska:
 - a. UP crews (destined North Platte or Cheyenne) may receive their trains up to thirty (30) miles westward on the CNW from their existing far terminal of South Morrill. CNW crews (destined Bill) may receive their trains up to thirty (30) miles eastward on the UP (toward North Platte) or westward on the UP (toward Cheyenne) from their existing far terminal of South Morrill.
 - b. The thirty (30) miles listed in (a), above, will run east from UP mile Post 156.8 to UP Mile Post 126.8 and will run west from UP Mile Post 166.0 to CNW Mile Post 24.8 and UP Mile Post 196.0.
 - c. Crews relieving trains or extra crews called for this service may also perform all work in connection with the train regardless of where the train is received.
 - d. Through freight crews that operate in the thirty mile zone at South Morrill will be paid time or miles whichever is greater with a minimum of one-half basic day. The time or miles paid in the thirty mile zone will be treated separately from the miles from South Morrill to Bill, Cheyenne or North Platte for the compensation of overtime. The time or miles paid is subject to wage adjustments.

Example: A pre-October 31, 1985 North Platte crew is transported to its train 10 miles north of South Morrill and they take the train to North Platte. The miles north of South Morrill equal 20 and it took one hour. The crew spent an additional 10 1/2 hours between South Morrill and North Platte for a total time on duty of 11 1/2 hours. The crew will be paid 1/2 basic day for the work in the thirty mile zone, the miles to North Platte and 1/2 hour overtime for the part of the trip South Morrill to North Platte that took over 10 hours.
 - e. Initial terminal delay for crews performing this service will be governed by the applicable collective bargaining agreements and will not again commence when the crew operates into South Morrill. For the operation back through South Morrill, South Morrill will be considered an intermediate point.
 - f. Departure and/or terminal runarounds will not apply for crews arriving/departing South Morrill under this Section.
3. Nothing in the Section E prevents the use of other employees to perform work currently permitted by other agreements, including, but not limited to, TSEs handling trains within their zone, an Engineer from a following train to work a preceding train and the CNW extra board at South Morrill to perform service in all directions on both CNW and UP trackage.

NOTE 1: The UP extra board at South Morrill may be abolished by the Carrier.

NOTE 2: The CNW extra board at South Morrill will be permitted to perform Hours of Service relief on the UP side of South Morrill consistent with the parameters of the road/yard service zone mileage limits found in the applicable National Agreement measured from the new terminal boundaries as set forth in Article III Section E1.

F. General Conditions for Terminal/Complex Operations

1. Initial delay and final delay at Kansas City and St. Louis terminal and at the Chicago and Omaha complexes will be governed by the applicable collective bargaining agreements, including the Duplicate Pay and Final Terminal Delay provisions of the 1986 and 1991 National Agreements.
2. For all locations, road employees will be transported to/from their trains to/from the designated on/off duty point in accordance with applicable rules. Yard Extra Board employees in the Chicago Terminal Complex will report to Proviso and will be transported to/from their assignment if the assignment is more than twenty (20) miles from the employee's home by the most direct highway route.
3. The current application of National Agreement provisions provides for the following regarding work and Hours of Service relief under the Combined Road/Yard Service Zone, which shall continue to apply:
 - a. Yard crews at Kansas City and St. Louis may perform such service in all directions out of the new consolidated terminals.
 - b. Yard crews at the CTC may perform such service in all directions out of individual yards (switching limits) within the complex.
 - c. Yard crews at the Omaha Metro Complex may perform such service in all directions out of the individual yards (switching limits) within the complex.
4. Nothing in this Section F will prevent the use of other employees to perform this work and/or relief in any way permitted by applicable agreements.

IV. Extra Boards

A. Terminals/Complexes

1. Kansas City - The current Merged Roster #213 extra board will protect the work in the consolidated terminal. The current Merged Roster #213 extra board will protect the Kansas City - OMC/Des Moines operation. This service for these extra boards is in addition to other service protected by these extra boards.
2. St. Louis - The current Merged Roster #1 extra board will protect the work in the consolidated terminal. The current C&EI road extra board at St. Louis will protect the Monterey Mine and the St. Louis - Chicago/South Pekin operations. This service for these extra boards is in addition to other service protected by these extra boards.
3. Chicago Consolidated Complex - The current CNW Chicago Freight Terminal #7 extra board will become the CTC extra board and will protect the work (yard and non-through freight) within the CTC, including former C&EI, Eastern #1 and Northeastern #2 work. This service is in addition to any other service protected by that extra board. Prior rights will not be applicable to positions on or operation of this extra board.
4. Omaha Metro Complex - The current UP/BLE Seniority District #1 combination extra board will protect the work in the complex and all assignments headquartered within the complex, including the new operations provided for in Article II. This service for this extra board is in addition to other service protected by this extra board.

5. Outlying Points
 - b. The Carrier may establish guaranteed extra boards at locations governed by the UP Agreement on the new OMC seniority territory where extra boards do not now exist.
 - c. The Carrier may establish guaranteed extra boards at locations governed by the CNW Agreement on the new Midwest seniority territory where extra boards do not now exist.
- B. Nothing in this Article IV will prevent the use of other employees to perform this work in any way permitted by applicable agreements.

V. Implementation

- A. The Carrier will give at least forty (40) days' written notice of its intent to implement this Agreement.
- B.
 1. Concurrent with the serving of its notice, the Carrier will post a description of those new merged seniority districts which will require former CNW employees to make a seniority election. Those seniority districts are MP Merged Rosters #2A and #2B, C&EI road roster at St. Louis, the new CNW Chicago Terminal Complex, the new UP Omaha Metro Complex and the new CNW Midwest.
 2. The Carrier will determine the number of employees to be transferred to those new rosters in accordance with Article I.
 3. Fifteen (15) days after posting of the information described in B, above, the appropriate Directors of Labor Relations, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. Employees on a roster from where work is being transferred will be canvassed, in seniority order for each roster, and required to make an election as to which roster the employee wishes to be transferred or whether the employee wishes to remain on the current roster. (Staying will not be possible on those rosters which are being eliminated.) Positions on the new roster will be awarded on using the method as spelled out in the various provisions of this Agreement. Failure or refusal of an employee to make an election will result in the Carrier making the assignment for the employee.
 4. At the end of the workshop, which will last no more than five (5) days, the participants will have finalized agreed-to rosters which will then be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed to rosters, the Carriers will prepare such rosters, post them for information and protest, will use those rosters in assigning positions and will not be subject to claims or grievances as a result.
- C. Once rosters have been posted, the Carrier will bulletin all positions covered by this agreement which require rebulletining for a period of five (5) calendar days. Employees may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than 10 (ten) days after the closing of the bulletins, assignments will be made.
- D.
 1. After all assignments are made, employees assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected employees may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such employees will be paid normal and necessary

expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.

2. The Carrier may, at its option, elect to phase-in the actual implementation of this Agreement. Employees will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.
- E. All employees on any affected roster who were not in active status (disability, leave of absence, holding official or union positions, dismissed, etc.) at the time of the roster workshop will be placed on an inactive roster. If at any future date any such employee is released to return to active service, the employee will be allowed to exercise an election as to which roster he/she wishes in line with his/her original seniority. Such election must be made at the time the employee marks up for service. Once the returning employee elects a roster placement, the junior employee occupying that designated position and all other below him/her will be repositioned to the next lower designated position on that merged roster.
- F. The parties will meet for purposes of reviewing the operational implementation of this Award. Questions and answers pertaining thereto should be prepared by the parties covering that implementation. Should the parties be unable to agree upon any item, that/those matter(s) is/are to be referred to party pay arbitration. Future individual claim disputes will be arbitrated in accordance with the applicable New York Dock or Railway Labor Act provisions. This provision will not delay the implementation of any section of the Award.

VI. Protection

1. Employees who are adversely affected as a result of the implementation of this Agreement will be entitled to the employee protection provided for in the New York Dock Conditions. With the following addition: Employees required to relocate under this Agreement will have the option of electing the relocation benefits provided for in the New York Dock Conditions or an in lieu allowance in the amount of \$28,000.00 less applicable taxes.
2. Employees currently eligible for other protective benefits must elect between those benefits and the benefits provided by this Agreement. This election must take place within ten (10) days after the adverse affect. No benefits will be paid until the employee has made an election.
3. There will be no pyramiding of benefits.
4. Health and Welfare benefits will be provided in accordance with the provisions of the applicable collective bargaining agreement.

VII. Familiarization

Employees will not be required to lose time or "ride the road" on their own time in order to qualify for new operations.

1. Employees will be provided with a sufficient number of familiarization trips in order to become familiar with a new territory. Issues concerning individual qualifications should be handled with local operating officers.
2. If road crew or extra board employees operating in CTC have not been in the Chicago Terminal Complex within six (6) months prior to assignment, Carrier will provide a local operating officer

or pilot if requested. Issues concerning individual qualifications should be handled with local operating officers.

VIII. Conflict of Agreements

Should the provisions of any BLE Collective bargaining agreement conflict with the terms and intent of this Agreement, this Agreement will apply.

The Carrier may serve the required notices at any time after the date of this Arbitration Award. Dated this 10th day of January, 1996.

/s/ John J. Mikrut Jr.
John J. Mikrut, Jr.

IX. Interpretation of Award

The parties have reviewed the Arbitration Award and have agreed to interpret the Award. The interpretation has been accomplished through minor language clarifications, the addition of notes and examples and agreed upon Questions and Answers. Since the interpretation has been agreed to by all parties, they will advise the Surface Transportation Board in writing that all appeals of the January 10, 1996 Award are withdrawn including the request for a stay and the carrier is now free to continue implementation of the Award as now interpreted.

The parties agree that the interpretation of the Award is without prejudice to either party and that no portion of this document, changes, notes, examples or Questions and Answers will be cited by any party in any proceeding or negotiations not involving an interpretation of them.

For the Organization:

/s/ Michael Young 6/3/96
General Chairman BLE Date

/s/ B. D. MacArthur 6/4/96
General Chairman BLE Date

/s/ D. E. Penning 6/6/96
General Chairman BLE Date

/s/ R. E. Dean 6/6/96
Vice President BLE Date

For the Carrier:

/s/ R.D Meredith 6/3/96
Asst. Vice President Date

/s/ Rick M. Raaz 6/3/96
Asst. Vice President Date

/s/ W. S. Hinckley 6/3/96
Director Date

ATTACHMENT A – ACTUAL MILES OF RUNS

Actual miles (miles run on the train) will be paid on the basis of the chart set forth below. The miles listed for some locations reflect the mileage payment required under existing agreements. If a crew receives/leaves a train on main/line territory within a consolidated complex but outside a yard, the mileage paid will be based on the main line mile post nearest the train.

OMC (Council Bluffs)	Clinton	341 miles
	Boone	144 miles
	Des Moines	199 miles
	Mason City	251 miles
	Worthington	185 miles
	Sioux City	96 miles
	Sergeant Bluff	88 miles
	North Platte	282 miles
	Grand Island	144 miles
	Marysville	160 miles
	Kansas City	204 miles

OMC (Missouri Valley) Clinton		320 miles
	Boone	124 miles
	Des Moines	178 miles
	Mason City	231 miles
	Worthington	165 miles
	Sioux City	76 miles
	Sergeant Bluff	68 miles
	North Platte	281 miles
	Grand Island	145 miles
	Marysville	180 miles
	Kansas City	224 miles

OMC (Fremont)	Clinton	357 miles
	Boone	161 miles
	Des Moines	215 miles
	Mason City	267 miles
	Worthington	202 miles
	Sioux City	113 miles
	Sergeant Bluff	105 miles
	North Platte	244 miles
	Grand Island	108 miles
	Marysville	145 miles
	Kansas City	238 miles

These miles are calculated with 4 additional miles working into Council Bluffs to MP 1. We pay 4 miles less working out of Council Bluffs.

These are the current miles and they are to be changed if additions or reductions in the mileage occur.

QUESTIONS AND ANSWERS – VOL I

CONCERNING THE JANUARY 10, 1996 ARBITRATION AWARD VOL. I

South Morrill (BLE)

- Q1. In the application of Section E2 of Article III, what penalty is paid if an Engineer is required to go more than thirty miles to get a train?
- A1. The appropriate penalty provided for in the applicable collective bargaining agreement will govern.
- Q2. In the application of Section E2 of Article III, what happens if a North Platte or Cheyenne bound Engineer does not get beyond South Morrill after 12 hours on duty?
- A2. Engineers will be handled consistent with current short turnaround service. Under normal circumstances, the Engineer will be deadheaded to the objective terminal at the completion of the 12 hours.
- Q3. Under the current UP Agreement, will application of Section E2 affect the payment and computation of overtime?
- A3. See Article III E2 (d) Example.
- Q4. Will UP and CNW Engineers receive familiarization trips on their new thirty miles of territory?
- A4. See Article VII.
- Q5. For Engineers receiving trains within a thirty-mile zone, will the mileage of the run change?
- A5. See Article III E2 (d) Example.
- Q6. Will UP Engineers be paid from South Morrill to the Scottsbluff Inn?
- A6. The current agreement will continue to apply.
- Q7. Will all Engineers performing the service provided for in Section E2 receive the payment set forth in Section E2 (d) regardless of their seniority date?
- A7. Yes.
- Q8. Can Third District UP Engineers perform Hours of Service relief on the Yoder Sub?
- A8. Yes. The Award provides for this service within the 30-mile zone.
- Q9. May both CNW and UP Engineers performing service under Section E2 of Article III cut off power, sand, fuel and add power at South Morrill?
- A9. Yes. The Award provides for one-half day's pay for Section E.2 service and includes the National Agreement incidental work listed.

- Q10. Will this Implementing Agreement affect the UP South Morrill 4th District extra board offset miles?
- A10. The Agreement provides that the 4th District extra board at South Morrill may be abolished by the Carrier. Should that extra board be abolished, there will be no extra board offset miles credited to the 4th District.
- Q11. What can the CNW extra board do at South Morrill in addition to the work it now protects?
- A11. See Article III E3 NOTE 2.
- Q12. If a UP 4th District employee is living at South Morrill and the 4th District extra board at South Morrill is abolished, will the employee be considered adversely affected for purposes of relocation protection?
- A12. Yes, such relocation protection will be afforded the longtime incumbent on the South Morrill 4th District extra board.
- Q13. Does Article III E permit the use of road switchers to do the 30 mile zone work?
- A13. No-through freight crews or extra crews are covered under this section. The carrier would need to serve an Article IX ID notice to run a road switcher over both seniority districts or it would have to use the "enhanced customer service provisions" of the new National/Local Agreements.

St. Louis (BLE)

- Q1. Will all CNW Engineers on the Eastern #1 seniority roster have the opportunity to select the C&EI road roster at St. Louis during the roster slotting workshop?
- A1. No. CNW Engineers working the Monterey Mine job and the Madison yard jobs on September 1, 1995, and who live in the St. Louis area elected a buyout. A maximum of two (2) additional Eastern # 1 employees may select the C&EI road roster at St. Louis. Choices must be made no later than close of bulletin or workshop.
- Q2. How will CNW prior rights in the C&EI St. Louis to Chicago/South Pekin pool be regulated?
- A2. The CNW prior rights pool turns will never exceed two and will be reduced by both attrition and business downturns. With business downturns, the CNW prior rights turns will not exceed 7% of the total turns. Eventually, there will be no CNW prior rights turns in the pool.
- Q3. Will CNW Engineers on the Eastern #1 seniority roster have the opportunity to select the MP Merged Roster No. 1 during the roster slotting workshop?
- A3. No. CNW Engineers will not be added to the MP Merged Roster No. 1 at St. Louis.
- Q4. Will any separation allowances be offered to CNW, C&EI and MP employees?
- A4. Yes. CNW employees at St. Louis will be offered up to three separation allowances. Any allowances not taken by CNW employees will be offered in the following manner: first, up to two separation allowances will be offered to C&EI employees on the St. Louis road roster and, if any allowances remain, up to one separation allowance will be offered to MP employees on MP Merged Roster No. 1.
- Q5. Will the CNW Engineer working the Monterey Mine job on September 1, 1995, be added to the C&EI road roster at St. Louis and will that Engineer have prior rights to that job?
- A5. Yes. The prior rights will apply so long as the job is not abolished or consolidated with other C&EI assignments.
- Q6. What happens if the Monterey Mine job is not a regularly assigned job?
- A6. The incumbent can exercise seniority to one of CNW prior rights turns in the St. Louis to Chicago/South Pekin pool or exercise C&EI seniority.
- Q7. What will determine if the Monterey Mine job is regularly assigned?
- A7. Whether the job is bulletined as a regular assignment.
- Q8. What will determine whether the Monterey Mine job is "newly established assignment" or has been consolidated with other C&EI assignments?
- A8. The assignment will be considered to have been consolidated with other C&EI assignments if it does any work beyond the work performed before the merger. Any assignments performing service to the Monterey Mine in addition to the one prior rights assignment will be considered a newly established assignment to which prior rights do not apply.
- Q9. Will the overflow business (extra trains that were not handled by regularly assigned crews) that formerly

went from South Pekin to Madison continue to be handled by CNW South Pekin crews?

- A9. No. Business between St. Louis and South Pekin will be handled by the C&EI St. Louis to Chicago /South Pekin pool or extra board.
- Q10. Will Engineers in the St. Louis- South Pekin pool be allowed to operate trains from South Pekin to Chicago?
- A10. No. Section A5 (d) and (e) of Article II provides for the following new operations involving South Pekin: South Pekin (home terminal) to Clinton and Chicago (CTC) (home terminal) to Clinton/South Pekin.

Kansas City (BLE)

- Q1. Will all CNW Engineers on the Southern #3 seniority roster have the opportunity to select MP Merged Roster Nos. 2A and 2B during the roster slotting workshop?
- A1. No. Only those CNW Engineers working Kansas City yard jobs, the Trenton local, the Kansas City extra board and the Kansas City portion of the Kansas City-Des Moines pool on September 1, 1995, and who live in the Kansas City area will be assigned to MP Merged Roster Nos. 2A and 2B. It is anticipated this will be no more than fourteen (14) employees.
- Q2. What prior rights will former CNW Engineers have on MP Merged Roster Nos. 2A and 2B?
- A2. They will have prior rights to the following: one (1) MP yard job based on a 3% equity, the Trenton Local and a maximum of twelve (12) turns in the Kansas City to Des Moines/OMC pool. The CNW prior rights pool turns will never exceed twelve and will be reduced by both attrition and by business downturns. With business downturns, the CNW prior rights pool turns will not exceed the percentage of CNW prior rights pool turns on Implementation Day. Eventually, there will be no CNW prior rights turns in the pool.
- Q3. Will any separation allowances be offered to MP employees?
- A3. Yes. Two separation allowances will be offered to MP employees on MP Merged Roster No. 2B.
- Q4. Will the existing Falls City Interdivisional Agreement apply to the terms and conditions of the Kansas City to Des Moines/OMC pool or will the terms and conditions of Section B of Article II apply?
- A4. See Article II B8 NOTE 3.
- Q5. What Merged Roster #2B extra boards at Kansas City will protect what work?
- A5. XE 10/SE 10 will protect the work in the consolidated terminal. XE 12/SE 12 will protect all work currently protected plus the Kansas City to Des Moines/OMC pool and the Trenton Local.
- Q6. How will the Kansas City to Des Moines/OMC pool be regulated?
- A6. In accordance with the existing Falls City ID Agreement.

Omaha Metro Complex (BLE)

- Q1. Is the current allocation for UP and MP yard jobs in the Omaha/Council Bluffs Terminal affected by this Implementing Agreement?
- A1. No. However, all merged CNW assignments will be considered UP assignments.
- Q2. Can Article II Section E1 (b) be used to have UP/BLE Merged Roster # 1 employees at the OMC dogcatch northbound NIP trains?
- A2. If the train is within the OMC (UP Mile Post 473.1 - south), UP Engineers may perform the service. If the train is outside the OMC, the applicable MP Agreement will apply. The current MP ID agreement covering trains from Kansas City does not permit multiple dogcatches when away from home terminal crews are used.
- Q3. In Section D2 of Article III, what does the phrase "perform any work" mean?
- A3. There are no seniority limitations on either UP, former CNW or MP Engineers on performing work within the OMC. Applicable agreements govern the nature of the work which may be performed.
- Q4. What terms and conditions will apply to the operations east out of the OMC?
- A4. See Article II B8 Note 3 (Hours of Service Relief)
- Q5. Will all CNW Engineers on Central #5 have the opportunity to select either Central #5, Midwest or UP/BLE Merged Roster #1?
- A5. Yes. The Carrier will determine the number of Central #5 Engineers needed on each roster and Engineers will be given the opportunity, in seniority order, to select a roster so long as slots are still available on the selected roster.
- Q6. Will all CNW Engineers on Southern #3 have the opportunity to select either UP/BLE Merged Roster #1, Midwest or MP Merged Roster Nos. 2A and 2B?
- A6. No. Southern #3 slots at Kansas City will belong to Engineers working CNW Kansas City assignments on September 1, 1995, which are transferred to MP. Southern #3 slots at the OMC will belong to Engineers working CNW assignments in the OMC on September 1, 1995, which are transferred to the UP.
- Q7. Will all Western #6 Engineers have the opportunity to select either UP/BLE Merged Roster #1 or Western #6?
- A7. No. Only those Western #6 Engineers working within the OMC on September 1, 1995 will be given the opportunity to select UP/BLE Merged Roster #1 or to remain on Western #6. Western #6 Engineers selecting UP/BLE Merged Roster #1 will only have secondary prior rights to former CNW work (Central #5) transferred to UP/BLE Merged Roster #1. In addition, Western #6 Engineers working within the OMC on September 1, 1995, will have the opportunity to participate in the separation offer discussed in Q and A #8.
- Q8. Will any separation allowances be offered to CNW or UP employees?
- A8. Yes. All CNW employees, subject to the Carrier's manpower needs, "working an assignment

headquartered within the OMC" as that term is defined in NOTE 1 to Section D.2. (c) of Article I may be offered a separation allowance. Any separation allowances not taken by eligible CNW employees will be offered to UP Roster # 1 employees. The remaining CNW Engineers electing UPBLE Merged Roster #1 will maintain prior rights to former CNW assignments in the OMC (including working to and at Norfolk and Dakota City).

- Q9. On Implementation Day, what prior rights will former CNW employees have who transfer to UP/BLE Merged Roster #1?
- A9. See Section 3(b) of Article I.
- Q10. Will former CNW employees who transfer to UPBLE Merged Roster #1 have to protect UP assignments which are more than 30 miles from the OMC?
- A10. Transferred former CNW employees will not be required to place on a UP assignment with an on-duty point that is more than 30 miles outside the OMC. The former CNW employee will be required to place on a former CNW assignment that was transferred to the UPBLE Merged Roster #1 regardless of distance from the OMC. UP employees will protect the UP assignment which is more than 30 miles from the OMC in accordance with applicable UP agreement rules.
- Q11. Will the territory OMC to Worthington be governed by the CNW or the UP collective bargaining agreement?
- A11. On Implementation Day, the UP collective bargaining agreement and the Implementing Agreement Award will govern operations on the territory OMC - Sioux City. Operations on the territory OMC - Worthington will be governed by Article I D2 (b) NOTE 1.
- Q12. Will former CNW Central #5 Engineers transferring to UPBLE Merged Roster #1 protect yard and road switcher assignments at Worthington?
- A12. No. This work will remain part of CNW Central #5.
- Q13. Can CNW Des Moines extra board crews be used to dog catch MP Kansas City- Des Moines crews heading towards Des Moines?
- A13. Yes, however if MP away from home pool crews are used the payment provisions of the current ID agreement apply.

Chicago Terminal Complex (BLE)

- Q1. How many freight extra boards will there be for the CTC?
- A1. There will three freight extra boards and they will protect the following: Proviso - Elk Grove, Proviso, West Chicago, Global II; Global I - Waukegan, North Avenue, Pilot Sub., California Ave., Irondale, Global 1; Yard Center - Chicago Heights, Yard Center. Proviso and Global I will be CNW and Yard Center will be C&EI. Yard Center as C&EI is subject to Q and A #2.
- Q2. What process will be used to eliminate the C&EI presence in the CTC?
- A2. The C&EI presence in the CTC will be eliminated by attrition.
- Q3. How is attrition defined?
- A3. Attrition is defined as follows: Extra board - when 51 % or more of the assignments are manned by CNW employees. Regular assignments - As long as no current C&EI employee holds a regular assignment it shall be attrited. If a C&EI employee later holds that assignment it shall be under the C&EI provisions.
- Q4. What agreements will apply for operations in the CTC?
- A4. Current C&EI and all CNW employees working assignments at Yard Center or CHTT will work under the C&EI agreement, subject to the attrition process set forth in Question and Answer Nos. 2 and 3. Current C&EI employees and CNW employees, when working all other assignments in the CTC, will work under the CNW agreement.
- Q5. May employees from one CTC extra board be used on another extra board(s) that is/are exhausted?
- A5. Yes. He may either report to his regular reporting point and be transported to the assignment or he may elect to drive his own automobile and be paid at the current auto mileage rate. FRA regulations/interpretations will govern reporting points.
- Q6. Will the new CTC seniority roster set forth in Article I C3 (b) be established?
- A6. Yes.
- Q7. With the establishment of three extra boards in the CTC, will the transportation requirement of Article III F2 be eliminated?
- A7. Yes.
- Q8. Will Engineers in the current South Pekin pool be allowed to operate trains from South Pekin (home terminal) to Chicago?
- A8. No. Section A5 (d) and (e) of Article II provides for the following new operations involving South Pekin: South Pekin (home terminal) to Clinton and Chicago (CTC) (home terminal) to Clinton/South Pekin.

QUESTIONS AND ANSWERS – VOL. II
CONCERNING THE JANUARY 10, 1996
ARBITRATION AWARD VOL. II

- Q1. What is to be done with Clinton - Boone regular assigned crews if implementation occurs prior to implementation of the Clinton - OMC Pool?
- A1. They will be allowed to exercise their seniority to the new service.
- Q2. Will Worthington, MN remain a CNW terminal?
- A2. Yes. See Article I(D2)(b) Note 1.
- Q3. Will equalization with UP ED # I be required for road- switchers operating both ways out of Worthington, MN?
- A3. Yes, after OMC - Worthington is placed under UP ED.
- Q4. Chicago - clarify understanding on one-time opportunity for former Northeastern 2 Seniority District and Eastern 1 Seniority District Engineers who chose to go to CTC, to return to their former seniority district if the prior rights assignments in CTC were abolished in Waukegan, Elk Grove, and West Chicago.
- A4. If a former NE2 or E1 assignment, which has become a part of the new CTC, is abolished, the incumbent, if a prior right NE2 or E1 employee, will have the option of either exercising his seniority within the CTC (not including a prior right employee from the other district), or returning to his/her home district. If the right to return to the home district is not exercised, it shall be considered waived permanently. If the employee, as a result of the abolishment, bumps another prior right employee from his own district, that employee will have the one-time opportunity to return to the home district.
- Q5. Where do former CNW Engineers go if they are unable to hold any assignments at Kansas City?
- A5. They must protect any former CNW assignment (example: Trenton) and then exhaust their seniority in all other crafts.
- Q6. Will the Carrier furnish monthly mileage figures to General Chairmen and involved Local Chairmen of miles operated by former Southern Seniority District Engineers on the form Central Seniority District and Central Seniority District Engineers on former Southern Seniority District Trackage?
- A6. The Local Chairman will have that responsibility as described in I(EX3Xd). The parties agree to meet six months after the implementation of the Interpreted Award to review the operation within this newly established Seniority district during that period of time, A procedure for gathering data will be agreed upon which will allow the Local Chairmen involved sufficient information without requiring an inordinate amount of time or difficulty on the part of the Carrier.
- Q7. Have the parties reviewed the factors used to develop the 75/25 percentage allocation of manpower in Article I.B.2 (a) covering Kansas City and as a result, made any changes?
- A7. Yes. The parties reviewed the various mileage factors, crew size differences between trainmen and enginemen, the retention of Indianola to the CNW, and the use of the CNW Des Moines extra board crews to dogcatch MP crews within the road/yard zone. As a result, the parties have agreed to use a 70/30 percentage allocation.

QUESTIONS AND ANSWERS – VOL. III

CONCERNING THE JANUARY 10, 1996 ARBITRATION AWARD VOL. III

DUAL DESTINATION AWAY FROM HOME TERMINALS

Q1. What conditions, if any, apply to repositioning crews from one away from home terminal to another in the double destination pools of Kansas City-OMC/Des Moines, St. Louis-CTC/South Pekin and Chicago-Clinton/South Pekin?

A1. The following conditions apply:

a. Crews may only be deadheaded prior to tie-up after the initial trip.

Example: A crew runs from Kansas City to the OMC. If the crew is tied up at the OMC it cannot later be deadheaded to Des Moines except in emergency situations such as a flood or major derailment. It can be deadheaded from the OMC to Des Moines for tie-up at Des Moines from its original trip from Kansas City.

b. Crews will not be deadheaded by train between one away from home terminal to another away from home terminal. Other forms of transportation will be used.

c. Employees hired prior to the implementation of the Award will be paid highway miles for the deadhead portion of the trip and employees hired subsequent to the implementation will be paid actual time for the deadhead portion of the trip.

d. Once deadheaded between two away from home terminals an employee will not be deadheaded back except in an emergency situation such as a flood or major derailment.

e. It is not the intent of the Award to "double deadhead" employees. If double deadheaded then the employee will be paid district miles for the second deadhead. A "double deadhead" in this instance is when an employee is deadheaded at the end of his service trip to the other away from home terminal and then deadheaded back to the home terminal. The current MP Falls City ID agreement will be referred to for the provisions that govern the calling of the first out MP Engineer if he/she has already been deadheaded separate and apart (terminal to terminal) twice in the pay half.

f. The deadhead from one away from home terminal to the other away from home terminal is not one of the separate and apart deadheads that trigger additional payments (MP only) because it is after a service trip and not back to the home terminal.

g. Crews arriving at the first away from home terminal by train will remain on terminal time (if applicable) until they are in the van to transport them to the other terminal.

h. An MP extra board employee who works pool vacancies in the Kansas City-OMC/Des Moines pool will be covered under the ID provisions for deadheads in the pool the same as a regularly assigned pool employee. Only pool deadheads apply towards the three or more deadheads not other extra board deadheads.

LETTER – SETTLEMENT OF BACKLOG OF TIMECLAIMS

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

June 6, 1996

B D MACARTHUR
GENERAL CHAIRMAN BLE/CNW
217 FIFTH AVENUE SOUTH, STE. 502
CLINTON, IA 52732

RE: UP/CNW Merger Award Modification

Dear Sir.

This is in reference to our recent discussions regarding the backlog of outstanding claims on the former C&NW and our mutual desire to resolve this situation to facilitate the merger of the CNW into the UP.

We have agreed to resolve this issue (the claim backlog) with a one-time lump-sum payment of 1.5 million dollars in full settlement of all time claims and grievances of record, (a claim or grievance of record is a claim or grievance that has been denied by the Carrier at any level, including timekeeping) submitted by either the employee or the Brotherhood of Locomotive Engineers through the second half of April 1996 payroll period. This is with the further understanding that the above settlement does not cover outstanding discipline cases, but all other claims and grievances. This settlement is without prejudice or precedent to either party's position with regard to the subject matter of the claims and will not be cited by either party.

The method of allocation of these finds will be further discussed and agreed to and is based on our basic wing that this settlement is for all outstanding time claims. In conjunction with this settlement and a result of the Carrier's agreement to leave the territory from Clinton to the OMC under the CNW contract, the parties further agree to revise the March 5, 1992 Memorandum Agreement as follows;

For employees establishing an Engineer's date (excluding those train service employees who are or will enter engine service and are already entitled to the Crew Consist differential provided for in the December 13, 1991, UTU Crew Consist Agreement) subsequent to the date of this letter, the differential provided for in Article I A and B of the March 5, 1992, Memorandum of Agreement will be eliminated and the rates for Engineers in road freight or yard service as of 12/13/91 (without the differential) will be established. Those rates will have subsequent increases applied to establish current road freight or yard service Engineer rates. Engineers as described above will be subject to this newly established rate (subject to appropriate entry rate adjustments) and for each trip worked as either a road freight or Yard Engineer with a ground crew consist of a conductor/foreman only will receive a single frozen differential payment of \$10.75 per trip.

Please confirm your understanding and agreement to this settlement by signing in the appropriate space below and returning the original to the undersigned.

Yours truly,

/s/ J.M. Raaz
JM Raaz
AVP – LABOR RELATIONS

I CONCUR:

/s/ B.D. MacArthur
B.D. MacArthur – General Chairman/BLE

Date: June 6, 1996

cc: J. J. Marchant
C. R. Wise

SALINA HUB

MERGER IMPLEMENTING AGREEMENT
(Salina Hub)

between the

UNION PACIFIC/MISSOURI PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY

and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32760, the U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SP"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and The Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP"). In approving this transaction, the STB imposed New York Dock labor protective conditions.

Subsequent to the filing of UP's application, but prior to the STB's decision, the Parties engaged in certain discussions which focused upon the Carrier's request that the Brotherhood of Locomotive Engineers support the merger of UP and SP. These discussions resulted in the exchange of certain commitments between the Parties which were outlined in letters dated March 8, 9 and 22, 1996. Copies of these letters are attached collectively as Attachment "A" to this Agreement.

In order to achieve the benefits of operational changes made possible by the transaction, to consolidate the seniority of all employees working in the territory covered by this Agreement into one common seniority district covered under a single, common collective bargaining agreement.

IT IS AGREED:

I Covered Territory.

As the result of merger and the abandonment of a portion of the Hoisington Subdivision, UP and MPUL operations between Hoisington and Horace, Council Grove and Hoisington, Salina to Sharon Springs, Salina to Hoisington, Salina to Kansas City and all stations, branch lines, industrial leads and main line between the points identified excluding the tracks from west of Topeka to Kansas City for non-through freight service, shall be consolidated into a unified operation. The parties recognize that some of the tracks that go into Kansas City are shared by other seniority districts and that tracks may continue to be shared without granting seniority rights in this Hub.

This agreement does not cover operations south out of Salina to Wichita, Marysville to Herington or the Topeka yard. However, the parties recognize that a later notice may amend this agreement to cover operations between and/or including these points.

II. Seniority and Work Consolidation.

To achieve the work efficiencies and allocation of forces that are necessary to make the merged Carrier operate efficiently as a unified system, an adequate supply of forces shall be relocated from locations where assignments are abolished to locations where new assignments are established.

The following seniority consolidations will be made:

- A. A new seniority district will be formed and a master Engineer Seniority Roster, UP/BLE Salina Hub Merged Roster #3, will be created for the employees from the UPED 10th/11th not relocated to Denver, UP 8th (up to eight Engineers from Kansas City) and 9th District Rosters and the MPUL Hoisington and Council Grove Rosters assigned to the Salina Hub on April 15, 1997. The new roster will be created as follows:
 - 1. Engineers placed on this roster will be dovetailed based upon the employee's current Engineer's seniority date. If this process results in employees having identical seniority dates, seniority will be determined by the employee's current hire date with the Carrier.
 - 2. All employees placed on the roster may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this Agreement.
 - 3. New employees hired and placed on the new roster on or after the effective date of this Agreement, will have no prior rights but will have roster seniority rights in accordance with the provisions set forth in this Agreement.
- B. Engineers will be treated for vacation and payment of arbitraries as though all their service on their original railroad had been performed on the merged railroad. Engineers assigned to the Salina Hub seniority roster at implementation shall have entry rate provisions waived and Engineers hired/promoted after the effective date of this Agreement shall be subject to National Agreement rate progression provisions.
- C. Engineers placed on the Salina Hub Merged Roster #3 shall relinquish all seniority outside the Hub upon implementation of this Agreement and all seniority inside the Hub held by employees outside the Hub shall be eliminated.

III. Operational Consolidations

- A. Pools.
 - 1. All Hoisington-Horace and Council Grove-Hoisington pools shall be phased out and combined into one or two single-headed pools operating Salina-Sharon Springs and Salina-Kansas City. Two Salina pools shall be maintained for at least six months and then may be combined upon ten (10) days written notice.
 - 2. The double-headed pool, Salina-Kansas City, shall become a single-headed pool but shall be maintained as currently operated until sufficient manpower is available at Salina in accordance with Article V, IMPLEMENTATION, of this Agreement. The double-headed pool Salina-Oakley shall become a single-headed Salina-Sharon Springs pool,

but shall be maintained as double-headed until sufficient manpower is available at Salina. Until it becomes single-headed, the Oakley Engineers shall be paid a driving allowance of 31.5 cents per mile for driving Oakley to Sharon Springs (104 miles round trip) to their on duty point. Those who currently receive an Ellis to Oakley driving allowance will continue to receive this allowance for thirty (30) days. However, if Engineers assigned to the pool live at Ellis, they can elect to drive to Salina instead of Sharon Springs and shall be entitled to a driving allowance for the round trip miles Ellis to Salina for a period of thirty (30) days.

3. The pools shall be slotted and Attachment "C" lists the slotting order for separate pools or one pool, if pools are combined.

B. Extra Boards.

1. Extra boards shall be maintained at Salina and at Oakley as long as traffic conditions warrant. The Oakley extra board shall be prior-righted and the Salina extra board shall be filled off the common roster.
2. The Salina extra board will not become a common roster extra board until an additional position is added after implementation. MPUL employees must hold the positions in the MPUL pools, extra boards or locals prior to moving to positions at Salina as set forth in Article V, IMPLEMENTATION.

C. Other Operations.

1. All pool, local, yard, work train and road switcher operations shall be combined into a unified operation. UPED 9th District Engineers shall have prior rights to all non-pool freight regular assignments including assigned work trains at Salina.
2. MPUL employees shall have prior rights to their existing work on the Pueblo line as long as it is operated. They shall also have prior rights to the Salina-Hoisington local as long as it is operated. Vacancies on this assignment shall be covered from the Salina extra board after implementation.
3. Since Salina-Kansas City pool freight service will be home terminated at Salina, the Kansas City extra board crews will not be used as make up crews in this service. The Kansas City extra board shall continue to perform Hours of Service relief for eastbound Salina-Kansas City trains that lay down east of Junction City. This does not restrict other crews such as combination deadhead and service pool crews from performing this service.

IV. PROTECTION

- A. Due to the parties voluntarily entering into this agreement, the Carrier agrees to provide New York Dock wage protection for the period of time specified under NYD Conditions to all Engineers listed on the initial roster and working in train/engine service on the implementation date. The employees must comply with the requirements associated with New York Dock conditions or their protection will be reduced for such items as layoffs, bidding/displacing to lower paying assignments when they could hold higher paying assignments, etc.

- B. This protection is wage only and hours will not be taken into account.
- C. Employees required to relocate under this agreement will be governed by the relocation provisions as stated in Article IV, PROTECTION, Section D, of the this agreement except as follows:
1. All Oakley Engineers that relocate regardless of seniority will be considered as required to relocate as a result of the merger for a two year period from implementation. After that period they must show that it is merger related and then will not be eligible for in lieu of payments but only New York Dock provisions.
 2. Up to eight (8) 8th District Engineers will be treated as being required to relocate as a result of the merger if they transfer to Salina as a result of the merger.
 3. Since all MPUL Engineers will eventually have to relocate, they will be treated as required to relocate at any time they bid or are forced to a Salina position. Their two year window for in lieu of benefits shall begin when assigned at Salina.
 4. All Engineers who receive either an in lieu of or New York Dock relocation allowance must remain at the new location unless assignments are added back at the location they left, if inside the Hub. If assignments are again reduced at the old location they shall be cut off first before Engineers who have not yet received a relocation benefit. Engineers may not place on positions based on their former seniority at locations outside the Hub.
- D. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above, who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.
 - a) This option shall expire five (5) years from date of application for the allowance under Item 2 above.
 - b) Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.
 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this agreement.

5. Under no circumstances shall an Engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this implementing agreement.
- E. There will be no pyramiding of benefits.
- F. The Test Period Average for union officers will include lost earnings while conducting business with the Carrier.
- G. National Termination of Seniority provisions shall not be applicable to Engineers hired prior to the effective date of this agreement.

V. IMPLEMENTATION

- A. The Carrier shall give five (5) days written notice for implementation of this agreement. Employees whose assignments are changed shall be permitted to exercise their new seniority.
- B. There shall be a phase in period as traffic moves off the Pueblo line and increases on the KP line. It is the intent of this agreement that MPUL employees shall continue to perform service on the Pueblo line so long as that traffic exists. As assignments are reduced the following shall govern:
 1. Employees may make application to be the first reduced from a pool or extra board as they are reduced and assigned to Salina by application. If there are no applications then the pool and/or extra board shall be reduced in the usual manner.
 2. Employees reduced shall be qualified on the new territory prior to being placed on either a pool turn or an extra board. Employees shall be qualified on runs to both Sharon Springs and Kansas City before being assigned.
- C. Kansas City 8th District employees shall be entitled to 8 employees transferred to Salina, 6 pool freight positions and 2 based on common dates. The process shall be as follows:
 1. Eight positions shall be advertised on implementation date for a period of five (5) days. They shall be available to the most senior bidders. Should less than 8 employees bid on the positions, then the no bid positions shall be filled by employees on the new roster and shall not be available to employees from the 8th District until the Kansas City Hub has an implementing agreement/award. After the agreement/award is final, but prior to implementation, the Carrier shall post a notice covering the positions not initially filled for a ten (10) day period. Kansas City 8th district Engineers shall have until the end of the ten day period to make application for one of the vacancies and shall be required to relocate within thirty (30) days to Salina and assume their positions. They shall be placed on the Salina roster and be removed from the Kansas City roster.
 2. After the initial bid process is complete the Carrier may continue to run the pool as double headed until sufficient employees are relocated to Salina to handle the pool as a single headed pool. The Carrier shall give five (5) days notice when the pool is single-headed.

- D. The Carrier shall give fifteen (15) days notice when the Salina-Sharon Springs pool is single-headed. Oakley employees shall make application for these assignments and junior Oakley employees shall be forced if no applications received. The Carrier may continue to use Oakley as a crew change point during a transition period. The Carrier may relocate all Oakley Engineers to Salina not needed to man the extra board at Oakley.
- E. It is the Carrier's intent to relocate employees as soon as possible to Salina. The Carrier recognizes that there will be a transition period and will assist in this process. However, employees should not expect to receive long or extended calls. The relocation benefits are intended for relocation and not for the purpose of requesting the allowance and then continue to live such a distance as to not be able to respond in the normal calling period.
- F. After qualification has been completed and prior to the Carrier reducing any Engineers that are listed on the initial merged roster, the Carrier will open up Reserve Board slots on a seniority basis. Should sufficient Engineers not make application to accommodate all surplus pre-merger Engineers, and then junior Engineers shall be forced to the Reserve Board or given the option of returning to train service. All assignments within the Hub must be filled prior to being permitted to place on a Reserve Board. Engineers on the merged roster on implementation day must displace any Engineers in the Salina Hub added to the roster after implementation day before being permitted to place on a Reserve Board.

G. **General Conditions** - The terms and conditions of the pool operations set forth in this agreement shall be the same for all pool freight runs whether run as combined pools or separate pools. The terms and conditions are those of the designated collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth below. For ready reference sections of existing rules are attached in Attachment "B".

1. **Agreement Coverage** - Upon implementation, Employees working in the Salina Hub shall be governed, in addition to the provisions of this Agreement, by the May 31, 1996 Local/National Agreement applicable to Union Pacific and previous National Agreement/Award/Implementing Document provisions still applicable, by the Agreement between the Union Pacific Railroad Company and the BLE Union Pacific Eastern District (selected by the Carrier), for all operations, both UPED and MPUL, and its current ID provisions shall apply to all the pool operations. Except as specifically provided herein, the system and national collective bargaining agreements, awards and interpretations shall prevail. None of the provisions of these agreements are retroactive.

2. **Hours of Service Relief**

At Sharon Springs, Hours of Service relief may be performed by pool freight Engineers in the following manner:

- a) If within the 25 mile zone, then that provision will apply.

- b) If outside the 25 mile zone, then the first out pool crew that operates on the side the train has laid down shall be used and shall either tie-up for rest or be deadheaded home. If tied up for rest, the Engineer will be first out after rest and not used again for Hours of Service relief on that trip.
- c) The Oakley extra board may be used on either side of Sharon Springs for this service for trains that are headed toward Sharon Springs.
- d) None of the above prevents the use of crews used in combination deadhead and service to handle such trains.

NOTE: The above are not listed in order of use but reflect the Carrier's alternatives for covering Hours of Service Relief.

3.

Twenty-Five Mile Zone

At Sharon Springs, Salina, Hoisington and Horace pool crews may receive their train up to twenty-five miles on the far side of the terminal and run on through to the scheduled terminal. Crews shall be paid an additional one-half (1/2) basic day for this service in addition to the miles run between the two terminals. If the time spent in this zone is greater than four (4) hours then they shall be paid on a minute basis with overtime after eight (8) hours.

Example: A Salina-Kansas City crew receives their east bound train ten miles west of the Salina terminal but within the 25 mile terminal zone limits and runs to Kansas City. They shall be paid the actual miles established for the Salina-Kansas City run and an additional one-half basic day for handling the train from the point ten (10) miles west of the Salina terminal.

H. After implementation, the application process will be used to fill all vacancies in the Hub as follows:

- 1. Prior right vacancies must first be filled by an employee with prior rights to the vacancy who is on a reserve board prior to considering applications from employees who do not have prior rights to the assignment.
- 2. If no prior right applications are received then the junior prior right employee on the board described above will be forced to the assignment or permitted to exercise seniority to a position held by another prior right employee.
- 3. If there are no prior right employees on the board described above covering the vacant prior right assignment, then the most junior employee on the board described above will be recalled and will take the assignment or displace a junior employee. If there are no Engineers on any reserve board, then the senior demoted Engineer in the Salina Hub shall be recalled to the vacancy. When forcing or recalling, prior rights Engineers shall be forced or recalled to prior right assignments prior to Engineers who do not have prior rights.

4. 9th district Engineers must protect non-through freight prior right assignments prior to holding common extra board positions. Oakley Engineers must protect Oakley positions prior to holding common extra board positions.
- I. This Agreement bridges the small Salina Hub between the larger Denver Hub and future Kansas City Hub. As a bridge hub, it has many unique issues that the parties have addressed in unique ways. As such, it is agreed that this Agreement is without prejudice or precedent and will not be cited by either party in future negotiations or arbitration.

VI. Familiarization

- A. Employees will not be required to lose time or "ride the road" on their own time in order to qualify for the new operations. Employees will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualifications shall be handled with local operating officers and Local Chairmen.
- B. The Carrier intends to qualify all Engineers on the runs to both Sharon Springs and Kansas City. This may result in larger than normal extra boards during this transition. Employees being qualified may be removed from the extra board and placed on a qualifying schedule and then placed either back to the extra board or to another assignment seniority permitting.
- C. Engineers on familiarization trips from the Hoisington and Council Groves rosters may be placed on an expedited schedule with approximately 24 hours off at the home terminal between trips. If familiarized prior to relocation, they shall be paid a driving allowance for driving between the MPUL on duty points and Salina. The driving allowance shall be 31.5 cents per mile and 160 miles round trip. The driving allowance shall be in effect for thirty (30) consecutive days for each employee after being reduced from the working lists at MPUL points.

This agreement is entered into this 27th day of June, 1997.

For the Organization:

/s/ M.A. Young
General Chairman UPED

/s/ D.E Penning
General Chairman MPUL

/s/ D.M. Hahs
Vice President BLE

For the Carrier:

/s/ R.D. Meredith
Asst. Vice-President
Employee Relations & Planning

/s/ W.S. Hinckley
General Director Labor Relations

/s/ C. J. Andrews
Assistant Director Labor Relations

Attachment "A" Commitment Letters

UNION PACIFIC RAILROAD COMPANY

JJ MARCHANT
SR ASST VICE PRESIDENT
LABOR RELATIONS

1416 DODGE STREET
OMAHA NEBRASKA 68179

March 8, 1996

Mr. R. P. McLaughlin
President – Brotherhood of Locomotive Engineers
Standard Building
1369 Ontario Street
Cleveland OH 44113

Dear Sir.

This refers to our discussions concerning the issues of New York Dock protection and the certification of adversely affected BLE employees.

As you know, Union Pacific, in its SP Merger Application, stipulated to the imposition of the New York Dock conditions. The Labor Impact Study which Union Pacific filed with the Merger Application reported that 251 Engineers would transfer and that 772 Engineer jobs would be abolished because of the of the Operating Plan.

Within the New York Dock conditions, Section 11 addresses disputes and controversies regarding the interpretation, application or enforcement of the New Dock conditions (except for Sections 4 and 12). Under Section 11, perhaps the two most serious areas for potential disputes involve whether an employee was adversely affected by a transaction and what will be such employee's protected rate of pay.

In an effort to eliminate as many of these disputes as possible, Union Pacific makes the following commitment regarding to issue of whether an employee was adversely affected by a transaction: Union Pacific will grant automatic certification as adversely affected by the merger to the 1023 Engineers projected to be adversely affected in the Labor Impact Study and to all other Engineers identified in any Merger Notice served after Board approval. Union Pacific will supply BLE with the names and TPA's of such employees as soon as possible upon implementation of approved merger. Union Pacific also commits that, in any Merger Notice served after Board approval, will only seek those charges in the collective bargaining agreements that are necessary to implement the approved transaction, meaning such changes that produce a public transportation benefit not based solely on savings achieved by agreement changes(s).

Union Pacific commits to the foregoing on the basis of BLE's agreement, after merger approval, to voluntarily reach agreement for implementation of the Operating Plan accompanying the Merger Application.

Even with these commitments, differences of opinion are bound to occur; in order to ensure that any such differences are dealt with promptly and fairly, Union Pacific makes this final commitment: If at any time the affected General Chairman or the assigned International Vice President of the BLE believes Union Pacific's application of the New York Dock conditions is inconsistent with our commitments, BLE and Union Pacific personnel will meet within five (5) days of notice from the General Chairman or the International Vice President to attempt to resolve the dispute. If the matter is not resolved, the parties will agree to expedited arbitration with a written agreement within ten (10) days after the initial meeting. The Agreement will contain, among other things, the full description for neutral selection, timing of hearing, and time for issuance of Award(s).

In view of Union Pacific's position regarding the issues of New York Dock protection and the certification of employees, I understand that the BLE will now support the UP/SP merger.

Sincerely,

/s/ John J. Marchant

UNION PACIFIC RAILROAD COMPANY

JJ MARCHANT
SR ASST VICE PRESIDENT
LABOR RELATIONS

1416 DODGE STREET
OMAHA NEBRASKA 68179

March 8, 1996

Mr. R. P. McLaughlin
President – Brotherhood of Locomotive Engineers
Standard Building
1369 Ontario Street
Cleveland OH 44113

Dear Sir.

This refers to my letter of March 8, 1996, outlining our respective commitments relative to BLE's support of the UP/SP merger. At an informal meeting regarding this matter there were several other related issues discussed, and this letter confirms the substance of those discussions.

Union Pacific recognizes that implementing a merger of UP and SP will be a complex undertaking which will require planning and cooperation between the parties. Much of our discussions revolved around the process which would best facilitate the implementing agreement negotiation efforts. During our discussions, I agreed to meet with BLE in advance of the serving of New York Dock notices to try to come to consensus on various aspects of the implementing agreement process. Conceptually, it appears the parties are in agreement that our discussion of process should include the following topics:

A discussion of what will be contained in the notices, whether they will be all-inclusive as to territory or relate to individual regions/corridors, timing of service of notices, etc.

An effort to separate the focus of negotiations into logical regions/corridors and prioritize those negotiations so they match up in a meaningful way with implementing priorities, territorial boundaries of labor agreements, etc.

General understandings and/or guidelines regarding size of the respective negotiating teams, where and how often they will meet, administrative support, and other such ground rules for the actual conduct of negotiations.

We also discussed a concern expressed by several committees regarding the potential that Union Pacific might elect to lease the SPT, SSW, SPCSL and/or DRGW to the UP or MP for certain financial reasons. It was the concern of BLE that such an arrangement might create an avenue by which Union Pacific could avoid New York Dock protective obligations on some of the leased entities.

Union Pacific has agreed to accept imposition of New York Dock protective conditions in this proceeding, and by definition that includes SPT, SSW, SPCSL and DRGW, as well as UP and MP. While we have no intention to consummate this merger through such a lease arrangement, Union Pacific commits to the application of New York Dock to such territories even if such a lease arrangement were to occur.

The final issue which was discussed pertained to integration of seniority as a result of post-merger consolidations and implementing agreements. BLE asked if Union Pacific would defer to the interested BLE committees regarding the method of seniority integration where the committees were able to achieve a mutually agreeable method for doing so. In that regard, Union Pacific would give deference to an internally devised BLE seniority integration solution, so long as;

1. it would not be in violation of the law or present undue legal exposure;
2. it would not be administratively burdensome, impractical or costly; and
3. it would not create an impediment to implementing the operating plan.

I trust that the foregoing accurately reflects our discussions.

Sincerely,

/s/ John J. Marchant

UNION PACIFIC RAILROAD COMPANY

JJ MARCHANT
SR ASST VICE PRESIDENT
LABOR RELATIONS

1416 DODGE STREET
OMAHA NEBRASKA 68179

March 9, 1996

Mr. R. P. McLaughlin
President – Brotherhood of Locomotive Engineers
Standard Building
1369 Ontario Street
Cleveland OH 44113

Dear Sir.

This refers to my March 8 letter and to our March 8 meeting in Las Vegas, both of which dealt with the issues of New York Dock protection and the certification of adversely affected BLE employees and our respective commitments relative to BLE's support of the UP/SP merger.

At the March 8 meeting, we reached an understanding that the certification provided for in the March 8 letter will begin at the time of implementation of the particular transaction in question. The following example illustrates this understanding:

The UP/SP merger is approved on August 1. The implementing agreement with the BLE is reached on October 1 and is implemented on December 1. Certification will begin on December 1.

I trust the foregoing accurately reflects our understanding.

Sincerely,

/s/ John J. Marchant

UNION PACIFIC RAILROAD COMPANY

JJ MARCHANT
SR ASST VICE PRESIDENT
LABOR RELATIONS

1416 DODGE STREET
OMAHA NEBRASKA 68179

March 22, 1996

R. P. McLaughlin
President, BLE
1370 Ontario Avenue
Cleveland, OH 44113-1702

Dear Sir.

This refers to my letter of March 9, 1996, dealing with when certification begins.

The example in my letter deals with a situation where a single transaction is implemented and indicates that certification begins on the date of implementation. You have asked me to clarify when certification begins in the event the SP Merger results in multiple New York Dock transactions.

In the event the SP Merger leads to multiple transactions with different implementation dates, certification will begin for two employees affected by a particular transaction on the date that transaction is implemented. In other words, multiple transactions with different implementation dates lead to different starting dates for certification.

/s/ John J. Marchant
John J. Marchant

Attachment "B" – Terms & Conditions

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE IV (B) OF THE SALINA HUB MERGER AGREEMENT THAT WILL BE APPLICABLE TO THE POOL FREIGHT OPERATIONS IN THE HUB.

1. **Miles Paid** - Each pool shall be paid the established miles between the points of the run for all service and combination deadhead/service with a minimum of a basic day.
2. **Basic Day/Rate of Pay** - The provisions of the November 7, 1991, Implementing Agreement (BLE) and the May 31, 1996, National/Local Agreement (BLE) will apply.
3. **Transportation** - Transportation will be provided in accordance with Section (2) (c) of Article IX of the May 19, 1986, National Arbitration Award (BLE).
4. **Meal Allowances and Eating En Route** - Meal allowances and eating en route will be governed by Sections 2(d) and 2(e) of Article IX of the May 19, 1986, National Arbitration Award (BLE) as amended by the November 7, 1991, Implementing Agreement.
5. **Overtime** - Employees who have an Engineer/train service seniority date prior to October 31, 1985, shall begin overtime at the expirations of eight (8) hours for those through freight runs that are two hundred miles or less and on runs in excess of two hundred miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 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 the greater. Employees hired after October 31, 1985, shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the UPED prior to the merger.
6. **Held Away from Home Time** - Engineers in pool freight service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous tour of duty, at the regular rate per hour paid them for the last service performed.
7. **Runarounds** - Engineers not called in their turn will be allowed one-half basic day and stand first out, if not called within eight hours, one basic day will be allowed and Engineer will stand first out. Engineers are not run around when they take the train for which called; however, it will be permissible to run an Engineer out on other than the train for which called, if practicable. Engineers cannot be runaround by Engineers going to a different destination (far terminal).

NOTE: The provisions listed above are terms and conditions that currently apply to Engineers in Interdivisional service on the UPED. They are listed hereto as information and are not meant to be all inclusive but to provide a ready reference for employees previously not familiar with them. The provisions will apply to pool freight service identified in the implementing agreement as the implementing agreement provides for the combining of pools and it is the intent of this agreement to standardize the rules so that employees are governed by the same terms and conditions whether operating in single pools or combined pools.

Attachment "C" Pool Allocation

West Salina-Sharon Springs (6/21)		East Salina-Kansas City (8/20)	
Pool Turn	District	Pool Turn	District
1	9th	1	8th
2	10th	2	8th
3	9th	3	8th
4	10th	4	9th
5	9th	5	8th
6	9th	6	9th
7-22	MPUL	7	8th
23-26	UPED	8	8th
27-end	Common Roster	9	9th
		10-25	MPUL
		26-29	UPED
		30-end	Common Roster

Combined Pools Sharon Springs-Salina-Kansas City Pool Turn District

[TO BE FURNISHED BY THE ORGANIZATION]

Side Letter No. 1

Mr. M.A. Young
General Chairman BLE
1620 Central Avenue #201
Cheyenne, Wyoming 82001

Dear Sir:

This refers to the employment options available to the 10th/11th District Engineers located at Oakley, Kansas as a result of the merger in the Denver Hub and Salina Hub. These options include 3 positions in the Denver Hub, any extra board positions at Oakley needed to protect local traffic and provide Hours of Service relief, with the remaining positions being relocated to Salina.

The three positions at Denver will be posted at the time the thirty (30) day notice for the implementation of the Denver Hub is issued. A notice similar to the attached will be posted at Oakley to advertise these positions. The notice will provide that Engineers will have ten (10) days to submit applications for those positions and the senior applicants, if any, will be placed on the Denver Hub Roster with prior rights in Zone 1. If no Oakley Engineers bid on these positions, they will be required to bid on any positions advertised at Oakley or relocate to Salina.

Yours truly,

/s/ W.S. Hinckley
General Director Labor Relations

AGREED:

/s/ Michael Young
BLE General Chairman

CC: Simmerman
Hahs
Penning

QUESTIONS & ANSWERS - BLE SALINA HUB

Article 1- SALINA HUB

- Q1. Does the new seniority district change terminal limits at the mile posts indicated?
- A1. No. It is the intent of this agreement to identify the new seniority territory and not to change the existing terminal limits except as specifically provided elsewhere in this agreement. Non pool freight service east of Junction City shall continue to be handled by Topeka employees.
- Q2. The Topeka-Junction City local runs west out of Topeka. Is it in the Salina Hub?
- A2. No, because the assignment goes on duty at Topeka it is not part of the Hub.

Article II - SENIORITY AND WORK CONSOLIDATION

- Q3. If the trackage between Herington and Horace is reopened and UP Engineers operate over that territory, do MPUL Engineers have prior rights to that work?
- A3. Yes.
- Q4. What does it mean when it refers to protecting all prior right Engineer vacancies within the Salina Hub?
- A4. The granting of prior rights also creates the obligation to protect such assignments before filling the vacancy with employees without prior rights or with only common rights or before a prior right employee may place on a reserve board.
- Q5. Will existing pool freight terms and conditions apply on all pool freight runs?
- A5. No. The terms and conditions set forth in the controlling collective bargaining agreements and this document will govern.
- Q6. What is the status of pre October 31, 1985 trainmen/firemen seniority?
- A6. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an Engineer. Those currently "treated as" will continue such status.
- Q7. Will the Carrier continue to discuss ebb and flow issues after the merger?
- A7. Yes, the Carrier recognizes the benefits of discussing this issue further.
- Q8. When the agreement is implemented, which vacation agreement will apply?
- A8. Vacation agreements used to schedule 1997 will be used for the remainder of 1997 thereafter the UPED agreement will govern.

Article III - OPERATIONS; Article V – IMPLEMENTATION

- Q9. Why only a 5 day implementation notice?
- A9. To insure employees' protection starts when train traffic shifts.

- Q10. Will the pools be blue printed or run first in first out?
- A10. The UPED agreement calls for a blue printing.
- Q11. Will the Salina-Sharon Springs and Salina-Kansas City pool ratios be maintained?
- A11. No. With the movement of the terminal to Salina and the creation of single headed pools, there will be no ratios.
- Q12. Will constructive miles continue to be paid?
- A12. Where established, constructive miles will be paid to eligible employees.
- Q13. Because of the elimination of Oakley as a home terminal for pool service, what type of job assignment will the Engineers who remain at Oakley/Sharon Springs protect?
- A13. The Carrier anticipates that for those Engineers allowed to remain in this area that based on manpower needs, the guaranteed extra board will protect extra locals, branch line work, short turnaround service, HOSA relief work and so forth. They will protect extra work between Ellis and Sharon Springs; however, regular assignments including work trains between Ellis and Sharon Springs will be filled from Salina.
- Q14. The agreement provides that the Carrier has the right to perform work currently permitted by other agreements including using an Engineer from a following train to work a preceding train. Does this alter the provision from the basic Eastern District agreement that provides for a penalty payment for trading trains while operating in interdivisional service?
- A14. No, the provision and its application is not changed by this agreement.
- Q15. If a crew in the 25 mile zone is delayed in bringing the train into the original terminal so that it does not have time to go on to the far terminal, what will happen to the crew?
- A15. Except in cases of emergency, the crew will be deadheaded on to the far terminal.
- Q16. Is it the intent of this agreement to use crews beyond the 25 mile zone?
- A16. No.
- Q17. Will the 25 mile zone provision apply at Sharon Springs if there is no provision for a 25 mile zone in the Denver Hub?
- A17. No. Unless the parties reach agreement to include a 25 mile zone in the Denver Hub, the 25 mile zone will not apply at Sharon Springs.
- Q18. Is the 1/2 basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/special allowance?
- A18. No, it is subject to future wage adjustments and it is not duplicate pay/special allowance.
- Q19. How is a crew paid if they operate in the 25 mile zone?
- A19. If a pre-October 31, 1985 Engineer is transported to its train 10 miles west of Sharon Springs and he takes the train to Salina and the time spent is one hour west of Sharon Springs and 10 hours 24

minutes between Sharon Springs and Salina with no initial or final delay earned, the employee shall be paid as follows:

- A. One-half basic day for the service east of Sharon Springs because it is less than four hours spent in that service.
- B. The road miles between Sharon Springs and Salina.
- C. One hour overtime because the agreement provides for overtime after 9 hours 42 minutes on the road trip between Sharon Springs and Salina. (242 miles divided by 25 = 9'42")

Q20. Would a post October 31, 1985 Engineer be paid the same?

A20. No. The National Disputes Committee has determined that post October 31, 1985 Engineers come under the overtime rules established under the National Agreements/Awards/Implementing Agreements that were effective after that date for both preexisting runs and subsequently established runs. As such, the post October 31, 1985 Engineer would not receive the one hour overtime in C above but receive the payments in A & B.

Q21. How will initial terminal delay be determined when operating in the Zone?

A21. Initial terminal delay for crews entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when the crew operates back through the on duty point. Operation back through the on duty point shall be considered as operating through an intermediate point.

Q22. Can you give an example of other destinations that would not cause a runaround?

A22. If one Engineer is called to run from Salina to Sharon Springs and another is called to run from Salina to Kansas City and they are in the same pool, then they cannot run around each other when called to work even if they do not leave on the trains for which called.

Q23. When the UPED agreement becomes effective what happens to existing MPUL claims?

A23. The existing claims shall continue to be handled in accordance with the MPUL Agreements and the Railway Labor Act. No new claims shall be filed under that agreement once the time limit for filing claims has expired.

Q24. Is the identification of the UPED collective bargaining agreement in Article V, a result of collective bargaining or selection by the Carrier?

A24. Since UP purchased the SP system the Carrier selected the collective bargaining agreement to cover this Hub.

Q25. If no applications are received for a vacancy on a prior rights assignment, does the prior right Engineer called to fill the vacancy have the right to displace a junior prior right Engineer from another assignment?

A25. Yes. That Engineer has the option of exercising his/her seniority to another position held by a junior prior right employee, within the time frame specified in the controlling collective bargaining agreement, or accepting the force to the vacancy.

Q26. Are these guaranteed extra boards?

- A26. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the existing UPED guaranteed extra board agreement.
- Q27. Are there any restrictions on routing of traffic or combining assignments on implementation day or thereafter?
- A27. There are no restrictions on the routing of traffic in the Salina Hub once the agreement becomes effective upon implementation. There will be a single collective bargaining agreement and limitations that currently exist in that agreement will govern, e.g., radius provisions for road switchers, road/yard moves etc. However, none of these restrictions cover through freight routing. The combining of assignments is covered in this agreement.
- Q28. On implementation will all Engineers be contacted concerning job placement?
- A28. No, the implementation process will be phased in and employees will remain on their assignments unless abolished or combined and then they may place on another assignment. The new seniority rosters will be available for use by employees who have a displacement.
- Q29. Will the Carrier offer separation allowances?
- A29. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations.
- Q30. When will reserve boards be established and under what conditions will they be governed?
- A30. After qualification has been completed in the Salina Hub and prior to reducing Engineers from assignments who are on the initial merged roster. When reserve boards are established, they will be governed by the current agreement covering the UPED Engineers at Salina.
- Q32. What options will apply for the 10/11th district Engineers?
- A32. Three Engineers will be offered the option to be assigned to the Denver Hub, those not going to the Denver Hub will be covered under this agreement.

ARTICLE IV - PROTECTION

- Q33. Will any UPED 8th District employees receive NYD protection as a result of this agreement?
- A33. Yes, but only those 8th District employees from Kansas City whose applications are accepted at the time of implementation for assignments at Salina except as provided in Q & A 60.
- Q34. What is automatic certification?
- A34. An understanding reached by the parties that an employee will be provided the benefits of the applicable labor protective conditions without having to prove he was adversely affected as a result of implementation of this Agreement.
- Q35. How will the test period average be determined?
- A35. The parties have agreed to use the calendar year 1996 as the twelve month period. Normally, the twelve month period immediately prior to the implementation date is used, however, since severe flooding on the SP and UP beginning January 1, 1997, altered normal service through the central

corridor, the parties agreed to use the 1996 calendar year.

- Q36. How does the Carrier calculate test period earnings if, for example, an employee missed two (2) months compensated service in 1996?
- A36. If an employee had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to November 1, 1995, to calculate the test period earnings based on twelve (12) months compensated service.
- Q37. How will an employee be advised of their test period earnings?
- A37. Test period averages will be furnished to each individual and the General Chairman.
- Q38. How will union officers' test period average be calculated?
- A38. In accordance with past practice pursuant to other merger transactions on the UP system.
- Q39. How is length of service calculated?
- A39. It is the length of continuous service an employee has in the service of the Carrier with a month of credit for each month of compensated service.
- Q40. If an employee has three years of Engineers service and three years of conductor service, how many years of protection will they have?
- A40. Six.
- Q41. How will the employees know which jobs are higher rated?
- A41. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q42. Will specific jobs be identified in each grouping?
- A42. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.
- Q43. What rights does an employee have if he/she is already covered under labor protection provisions resulting from another transaction?
- A43. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q44. If an employee is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A44. An employee's reduction from New York Dock protection would commence with notification or attempted notification by the Carrier and would continue until the employee placed themselves.

Q45. How will reductions from protection be calculated?

A45. In an effort to minimize uncertainty concerning the amount of reductions and simplify this process, the parties have agreed to handle reductions from New York Dock protection as follows:

1. Pool freight assignments – 1/15 of the monthly test period average will be reduced for each unpaid absence of up to 48 hours or part thereof. Absences beyond 48 hours will result in another 1/15 reduction for each additional 48 hour period or part thereof.
2. Five day assignments - 1/22 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/22 reduction for each additional 24 hour period or part thereof.
3. Six-seven day assignments - The same process as above except 1/26 for a six day assignment and 1/30 for a seven day assignment.
4. Extra board assignments – 1/20 of the monthly test period average will be reduced for each unpaid absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/20 reduction for each additional 24 hour period or part thereof.

NOTE: Engineers on extra boards that go to the foot of the extra boards after a layoff will be considered as having an additional 24 hours off for riding the board.

Q46. Why are there different dollar amounts for non-home owners and homeowners?

A46. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving Expenses and the other is Section 12 Losses from Home Removal. The \$10,000 is in lieu of New York Dock moving expenses and the remaining \$20,000 is in lieu of loss on sale of home.

Q47. Why is there one price on loss of on sale of home?

A47. It is an in lieu of amount. Employees have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.

Q48. What is loss on sale of home for less than fair value?

A48. This refers to the loss on the value of the home those results from the carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.

Q49. If the parties cannot agree on the loss of fair value what happens?

A49. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.

Q50. What happens if an employee sells the home for \$20,000 to a family member?

A50. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.

Q51. What is the most difficult part of New York Dock in the sale transaction?

- A51. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.
- Q52. Who is required to relocate and is thus eligible for the allowance?
- A52. An employee who can no longer hold a position at his/her location and must relocate to hold a position as a result of the merger. This excludes employees who are borrow outs or forced to a location and released. In addition, this agreement has provisions that treat certain employees as required to relocate.
- Q53. Are there mileage components that govern the eligibility for an allowance?
- A53. Yes, the employee must have a reporting point farther than his/her old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.
- Q54. Can you give some examples?
- A54. The following examples would be applicable.
- Example 1:** Employee A lives 25 miles south of Salina and works a position at Hoisington which is 50 miles away. As a result of the merger he/she is assigned to a position at Salina. Because his/her new reporting point is closer to the place of residence, no allowance is given.
- Example 2:** Employee B lives 20 miles south of Council Grove and works a position at Council Grove. As a result of the merger he/she goes on duty at Salina which is 60 miles away. The employee meets the requirement for an allowance and whether he/she is a home owner who sells their home or a non-homeowner determines the amount of the allowance.
- Q55. The Agreement provides that certain employees will be "treated as" having to relocate as a result of the merger. Does that mean such employees do not have to meet the requirement of the mileage test in order to qualify for a relocation allowance?
- A55. No the mileage requirements apply to all employees.
- Q56. Must MPUL Engineers and Oakley Engineers be forced to an assignment to be eligible for relocation benefits?
- A56. No, since they must relocate they can make application for other assignments.
- Q57. Will Engineers be allowed temporary lodging when relocating?
- A57. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days unless they claim the thirty (30) day driving allowance to Salina.
- Q58. Is the Reserve Board treated as the highest rated position?
- A58. No.
- Q59. After all employees are qualified and all positions filled and there is a surplus in the Hub, how are Reserve Board positions allocated?
- A59. [Organization to advise]

- Q60. Will UPED Kansas City 8th District employees currently holding positions in the Kansas City-Salina pool be entitled to NYD protection if they do not bid on the positions being transferred to Salina under this implementing agreement?
- A60. The employees in the Kansas City-Salina pool may elect to begin NYD protection upon implementation of the Salina Hub; however, they shall not be entitled to begin a new protection period after the merger agreement/award covering Kansas City is effective.
- Q61. Will employees listed on the merged roster who are on the bump board, or not working on the implementation date due to a leave of absence or medical leave be eligible for NYD protection as specified in Article VI?
- A61. Yes. When such employees return to active service they will be eligible for NYD protection.

UNION PACIFIC RAILROAD COMPANY

JJ MARCHANT
SR ASST VICE PRESIDENT
LABOR RELATIONS

1416 DODGE STREET
OMAHA NEBRASKA 68179

May 20, 1997

Mr. D.E. Penning
General Chairman BLE
12531 Missouri Bottom Road
Hazelwood MO 63042

Mr. M.A. Young
General Chairman BLE
1620 Central Ave #201
Cheyenne WY 82001

Dear Sirs:

As a result of merger negotiations of the Salina Hub, proposals have been sent to your offices for review and potential ratification by your membership. Concurrently the dynamics of business in the Central Corridor, BNSF start up of traffic rights and Salt Lake and Denver Hub merger implementation create the potential for train operations to have an impact on employees identified in the Salina Hub.

In order to avoid potential conflicts with regards to the various provisions of the Salina Hub proposal and to avoid lost work opportunities pending either ratification or arbitration it is proposed that the Salina proposal be used as an interim agreement effective June 1, 1997. The parties would agree:

1. The agreement would be used until either the proposal is passed or if not passed until an arbitration award covering this area becomes effective. If not passed then it would cause in its entirety upon implementation of the award.
2. Employees would not be permitted to relocate during the interim period but operations would be as follows:
 - a) Salina-Kansas City would stay a double headed pool with all new turns added at Salina using the proration of turns identified in the proposal.
 - b) Salina-Sharon Springs would stay a double headed pool with all new turns added at Salina using the proration of turns identified in the proposal with the Carrier paying a driving allowance to Sharon Springs unless the BLE advises that they want the driving allowance to Salina as a single headed pool.
 - c) MPUL employees shall receive the driving allowance for working at Salina and the driving allowance shall count against the 30 days provided in the agreement.
3. Employees would receive wage protection during the interim period and the time will not count against their New York Dock time.
4. The BLE shall advise the Carrier no later than June 23, 1997 if the proposal is ratified. Upon written notification the Carrier may then implement the proposal upon five days notice.

Should the above meet with your approval, please sign below.

Yours truly,

/s/ W.S. Hinckley

Agreed:

/s/ Michael Young
General Chairman, BLE

May 30, 1997
Date

/s/ Dennis E. Penning
General Chairman, BLE

May 30, 1997
Date

To: Jerry O. Everett, Karolyn A. Burchfield, Lynn A. Lambert,
Frank A. Tamisiea, Thomas L. Dein,
William B. Hutfles, Tony A. Zabawa, Susan L. Wimmer

cc: Brad King, Steve Barkley, Ron Quinley,
William S. Hinckley

From: Catherine J. Andrews

Date: 06/27/97 04:35:22 PM

Subject: Salina Hub

Notice has been served on the BLE and the UTU to implement the Salina Hub agreements July 1, 1997. The Carrier and BLE agreed to the same familiarization arrangement/pay as the Denver Hub (one hour straight time if required to ride with an Engineer on a familiarization trip -- not limited to a specific pool of "peer trainers"). If you have any Qs give me or Scott a call 271-5948/271-5201.

To: Thomas L. Dein, William B. Hutfles, Susan L. Wimmer

cc: Tony A. Zabawa, William S. Hinckley

From: Catherine J. Andrews

Date: 06/24/97 10:23:45 AM

Subject: Salina Hub

Assuming a July 1 implementation date, just a reminder that rosters and TPAs need to be ready for the Salina Hub as well as posting notices of the change of on/off duty points to Sharon Springs. Please advise if all systems are go - General Chairmen have been inquiring. Thank you.

Attention Priority: Normal

UNION PACIFIC RAILROAD COMPANY

W.S. HINCKLEY
GENERAL DIRECTOR
LABOR RELATIONS – OPERATING – SOUTH

1416 DODGE STREET
OMAHA NEBRASKA 68179
(402) 271-3689

May 30, 1997

Mr. D.E. Thompson
General Chairman BLE
414 Missouri Boulevard
Scott City, Missouri 63780

Dear Sir:

This refers to our discussions concerning Engineers at Herington that operate in the pool between Herington and Kansas City and the board employees that support the pool. Due to developments that have taken place in this corridor we have agreed that the Carrier will provide interim wage protection to these employees for the period of time between June 1, 1997 and the date a merger agreement or award is effective for these employees.

This protection will have a TPA based on the calendar year 1996 for each employee. This protection is without prejudice to either party's position as to merger events in this area but is entered into to facilitate train movements and to provide income protection to employees. With the establishment of this protection no claims or grievances will be made concerning train movements off the Pueblo line to other lines.

Should this reflect the arrangements agreed to by telephone please sign below. To facilitate the identification of these Engineers please provide a list so that I may forward to the protection bureau.

Yours truly,

/s/ W.S. Hinckley
W.S. Hinckley

Agreed:

/s/ W.E. Thompson
General Chairman, BLE

Mr. Hinckley - the verbal agreement that was reached included interim wage protection for the SSW Engineers at Jefferson City as per the letter from Mr. Loomis and the rights, if any, of the affected Herington Engineers in the Salina Hub, as per agreement to be reached with the establishment of the Hub affecting Herington and as per the agreement establishing the Herington Hub. My signature reflects this additional note in addition to the conditions in the letter

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA NEBRASKA 68179

June 1, 1997

Side Letter No. 7

Mr. M.A. Young
General Chairman BLE
1620 Central Avenue #201
Cheyenne, WY 82001

Dear Sir:

This refers to our discussion concerning the familiarization of Engineers upon implementation of the merger agreement. Several Local Chairmen were interested in supplementing the training process by designating peer trainers pursuant to the system agreement providing for peer trainers.

However, due to the large number of Engineers that will need to become qualified on the new seniority district, it would not be practical to select a pool of peer trainers to accomplish the task of familiarization. In addition, it was noted that peer trainers were used to familiarize Engineers in the Omaha Metro Complex and found they were constantly being called for this service as soon as rested over an extended period of time. Therefore, due to the unique nature of the familiarization needs in the Hub we agreed that Engineers will not be removed from their regular assignments to become peer trainers and that any Engineer required to assist an Engineer on a familiarization trip will be compensated on a trip by trip as follows:

Engineers who work their assignment (road or yard service) accompanied by an Engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments.

Engineers will be required to submit a time slip indicating he/she was required to train another Engineer and shall include the name of the Engineer taking the familiarization trip on the time slip. This understanding is without prejudice or precedence to either party. Please sign below and return one copy to this office.

Yours truly,

/s/ W.S. Hinckley
W.S. Hinckley
General Director Labor Relations

Agreed:

/s/ Michael Young
General Chairman BLE

UNION PACIFIC RAILROAD COMPANY

W.S. HINCKLEY
GENERAL DIRECTOR
LABOR RELATIONS – OPERATING – SOUTH

1416 DODGE STREET
OMAHA NEBRASKA 68179
(402) 271-3689

June 18, 1997

Mr. D.E. Penning
General Chairman BLE
12531 Missouri Bottom Road
Hazelwood, MO 63042

Mr. M.A. Young
General Chairman BLE
1620 Central Ave #201
Cheyenne, WY 82001

Mr. D.M. Hahs
Vice President BLE
515 Northbelt East Suite 120
Houston, TX 77060

Mr. Dennis Simmerman
Director BLE
1370 Ontario Avenue
Cleveland, OH 44113-1702

Gentlemen:

This refers to the conference call held on June 17, 1997 with several BLE representatives to clarify issues relating to the Salina proposal. This letter is a follow up to that call and details the answers to the issues raised.

Item 1: If no Salina/Kansas City ID crews are available at the far terminal (Kansas City) when a west bound train is available how will the train be manned?

Answer: Non-ID service between Salina/Junction City and Kansas City/Junction City still exists. If there are no pool crews available in that service, then the extra board will be used to take the train to Junction City.

Item 2: Does a demoted 8th District Engineer have the right to bid on one of the 8th District's equity positions in the Salina Hub (pool and extra board)?

Answer: Yes, the assignments will be available to all 8th district Engineers.

Item 3: What trainman date will an 8th District Engineer have once placed in the Salina Hub Engineer's roster?

Answer: Employees who become part of the Salina Hub will only have seniority in that Hub. The trainman's agreement provides for a new Zone 300 seniority district. Engineers who previously had Zone 100 trainman's seniority will be dovetailed with the MPUL trainman on the new roster. 8th District Engineers that did not have Zone 100 seniority will receive a new seniority date.

Item 4: Article II (A)(1) refers to the employees current hire date as a tie breaker when two employees have the same date as an Engineer. Does this refer to hire date on the railroad or in an operating craft?

Answer: This refers to hire date in an operating craft.

Item 5: How will Engineers be paid when working their own assignment with an Engineer required to familiarize another employee in connection with the merger?

Answer: The same letter of understanding that was entered into for the Denver Hub will be used in the Salina Hub. A copy of that June 1, 1997 letter is attached.

Item 6: Since Kansas City has several destinations in the terminal can a standard mileage arrangement for Salina-Kansas City runs be established to eliminate future disputes and/or timekeeping problems?

Answer: The Carrier would be willing to explore this further, however since the same issue would apply to Marysville-Kansas City runs, this project will be given to the General Director Labor Relations for that area.

Item 7: How would the Carrier run Salina-Oakley business after implementation?

Answer: The Carrier could run it in pool service and deadhead the crews on to Sharon Springs, or they could put on a local(s). If bulletined at Salina then Salina crews would man this service, if bulletined at Oakley then Oakley crews would man this service. If an extra then the extra board would handle. If heavy traffic evolved between these two points a Salina-Oakley pool could be reestablished.

Item 8: If after relocating from Kansas City an 8th district Engineer retires, who can fill the allocated 8th district turn in the Salina pool?

Answer: The two 8th district Engineers that come over on their common date will have prior rights to that turn ahead of other employees. 8th district Engineers who remain in Kansas City will not be eligible for that turn. After the two 8th district Engineers are exhausted then other UPED Engineers in the Hub and then MPUL Engineers who have transferred.

Item 9: Some employees have already placed their homes on the market, what happens if they receive an offer prior to ratification?

Answer: If all other criteria are met, i.e. they owned the home prior to the approval of the merger (September 1996), they were required to relocate, etc., and the agreement is ratified then they will qualify for the moving benefits.

Item 10: With the expansion of the Kansas City terminal will there be a plan to familiarize Engineers with the different locations and routes within the terminal, especially those who have never been there?

Answer: Labor Relations will review this issue with the operating department and prepare a letter for the General Chairmen covering this subject.

Item 11: Are there any other outstanding issues?

Answer: Yes, there are two of them. The first involves an average reserve board rate for MPUL Engineers that would allow a bid right to the assignments without loss of protection. This will be reviewed after TPA's are established. The second involves a request for a two hour call. The Carrier

will extend the calling time until after most employees are assigned at Salina and then will review the matter.

The above covers the issues raised. There were some other questions but it was the consensus that the agreement or Q&A's attached to the proposal already answered those and they agreed not be repeated here.

Yours truly,

/s/ W.S. Hinckley
W.S. Hinckley

UNION PACIFIC RAILROAD COMPANY

W S HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

1416 Dodge Street
OMAHA, NEBRASKA 68179
(402)-271-3689

June 18, 1997

Mr. D.E. Penning
General Chairman BLE
12531 Missouri Bottom Road
Hazelwood MO 63042

Mr. M.A. Young
General Chairman BLE
1620 Central Ave #201
Cheyenne WY 82001

Mr. D.M. Halls
Vice-President BLE
515 Northbelt East Suite 120
Houston TX 77060

Mr. Dennis Simmerman
Director BLE
1370 Ontario Avenue
Cleveland, OH 44113-1702

Gentlemen:

This refers to the conference call held on June 17, 1997 with several BLE representatives - to clarify issues relating to the Salina proposal. This letter is a follow up to that call and details the answers to the issues raised.

Item 1. If no Salina/Kansas City ID crews are available at the far terminal (Kansas City) when a west bound train is available how will the train be manned?

Answer: Non-ID service between Salina/Junction City and Kansas City/Junction City still exists. If there are no pool crews available in that service, then the extra board will be used to take the train to Junction City.

Item 2: Does a demoted 8th District Engineer have the right to bid on one of the 8th District's equity positions in the Salina Hub (pool and extra board)?

Answer: Yes, the assignments will be available to all 8th district Engineers.

Item 3: What trainman date will an 8th District Engineer have once placed in the Salina Hub Engineer's roster?

Answer: Employees who become part of the Salina Hub will only have seniority in that Hub. The trainman's agreement provides for a new Zone 300 seniority district. Engineers who previously had Zone 100 trainman's seniority will be dovetailed with the MPUL trainman on the new roster. 8th District Engineers that did not have Zone 100 seniority will receive a new seniority date.

Item 4: Article II (A) (I) refers to the employees current hire date as a tie breaker when two employees have the same date as an Engineer. Does this refer to hire date on the railroad or in an operating craft?

Answer: This refers to hire date in an operating craft.

Item 5: How will Engineers be paid when working their own assignment with an Engineer required to familiarize another employee in connection with the merger?

Answer: The same letter of understanding that was entered into for the Denver Hub will be used in the Salina Hub. A copy of that June 1, 1997 letter is attached.

Item 6: Since Kansas City has several destinations in the terminal can a standard mileage arrangement for Salina-Kansas City runs be established to eliminate future disputes and/or timekeeping problems?

Answer: The Carrier would be willing to explore this further, however since the same issue would apply to Marysville-Kansas City runs, this project will be given to the General Director Labor Relations for that area.

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Answer: The Carrier could run it in pool service and deadhead the crews on to Sharon Springs, or they could put on a local(s). If bulletined at Salina then Salina crews would man this service, if bulletined at Oakley then Oakley crews would man this service. If an extra then the extra board would handle. If heavy traffic evolved between these two , -points a Salina-Oakley pool could be reestablished.

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Answer: The two 8th district Engineers that come over on their common date will have prior rights to that turn ahead of other employees. 8th district Engineers who remain in Kansas City will not be eligible for that turn. After the two 8th district Engineers are exhausted then other UPED Engineers in the Hub and then MPUL Engineers who have transferred.

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Item 10: With the expansion of the Kansas City terminal will there be a plan to familiarize Engineers with the different locations and routes within the terminal, especially those who have never been there?

Answer: Labor Relations will review this issue with the operating department and prepare a

letter for the General Chairmen covering this subject.

Item 11: Are there any other outstanding issues?

Answer: Yes, there are two of them. The first involves an average reserve board rate for MPUL Engineers that would allow a bid right to the assignments without loss of protection. This will be reviewed after TPA's are established. The second involves a request for a two hour call. The Carrier will extend the calling time until after most employees are assigned at Salina and then will review the matter.

The above covers the issues raised. There were some other questions but it was the consensus that the agreement or Q&A's attached to the proposal already answered those and they will not be repeated here.

Yours truly,

/s/ W S Hinckley
W.S. Hinckley

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179
(402)-271-3689

April 21, 1997

Mr. M.A. Young
General Chairman-BLE
1620 Central Ave. #201
Cheyenne WY 82001

Dear Sir:

In our Hub negotiations we discussed the fact that some employees were on leaves of absence due to several reasons, including medical, Union Officer, Carrier Officer and legislative representative. As such these employees were not working in the Hub nor cut back on December 1, 1996. My notes reflect that we would cover these employees in a side letter.

My notes further reflect that we agreed to treat these employees as if they were working in the craft for the purposes of roster slotting on the dovetailed roster and for prior rights purposes. As such they will be include on the new rosters with the same status they currently hold: Should . they return to service as an Engineer they will be covered under the Hub agreements in accordance with their seniority.

Should this reflect your understanding please sign below and return one copy to this office.

Yours truly.

/s/ W S Hinckley

W.S. Hinckley

Agreed:

/s/ Michael Young
General Chairman BLE

UNION PACIFIC RAILROAD COMPANY

W S HINCKLEY
GENERAL DIRECTOR-
LABOR RELATIONS-OPERATING-SOUTH

1416 Dodge Street
OMAHA, NEBRASKA 68179
(402)-271-3689

July 9, 1997

Mr. M.A. Young
General Chairman BLE
1620 Central Avenue #201
Cheyenne, Wyoming 82001

Dear Sir:

This refers to our discussions concerning the issue of whether Oakley Engineers may use the Sadie Hawkins Day seniority move to displace those Engineers that originally bid to Salina and were properly eligible for the relocation.

In reviewing the agreement it was clear to the Carrier that a concession was made to the Oakley Engineers in Article IV (C) (1) when the "required to relocate" provision was waived for those who bid or were forced to assignments in Salina. However due to concern for those that bid in the assignments and relocated we added Article IV (C) (4) that put a fence around those employees by requiring them to remain at Salina unless jobs were added back to Oakley. We did not use the language "seniority permitting" that would have allowed other employees to later displace them by a seniority move. In fact if they did go back to Oakley we further required that they had to be the first employees to again leave Oakley when jobs were again reduced.

The agreement does not have any provisions that would allow an employee using a Sadie Hawkins move to receive a relocation allowance. If additional positions from Oakley are moved to Salina at a later date then additional relocations will be available for a two year period. It is the Carrier's position that Oakley employees who bid to Salina cannot be later bumped by employees who elected to remain at Oakley and that relocation provisions don't apply to Sadie Hawkins moves. If you agree with this position please sign in the space below and return one copy to this office.

Yours truly,

/s/ W S Hinckley
W. S. Hinckley

Agreed:

/s/ Michael Young
General Chairman BLE

EXPANDED SALINA HUB

MERGER IMPLEMENTING AGREEMENT **(Expanded Salina Hub)**

between the

Southern Pacific Transportation Company
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREAMBLE

The U.S. Department of Transportation, Surface Transportation Board ("STB") approved the merger of the Union Pacific Corporation ("UPC"), Union Pacific Railroad Company/Missouri Pacific Railroad Company (collectively referred to as "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company ("SPT"), St. Louis Southwestern Railway Company ("SSW"), SPCSL Corp., and the Denver & Rio Grande Western Railroad Company ("DRGW") (collectively referred to as "SP") in Finance Docket 32760. In approving this transaction, the STB imposed New York Dock labor protective conditions. Copy of the New York Dock conditions is attached as Attachment "A" to this Agreement.

Subsequent to the filing of Union Pacific's application but prior to the decision of the STB, the parties engaged in certain discussions which focused upon Carrier's request that the Organization support the merger of UP and SP. These discussions resulted in the parties exchanging certain commitments, which were outlined in letters dated March 8(2), March 9 and March 22, 1996.

On June 4, 1998, the Carriers served notice of their intent to merge and consolidate operations generally in the following territories:

Union Pacific:

Salina to Kansas City (not including Kansas City and Topeka)

Salina to Sharon Springs

Wichita to Salina via Lost Springs/Herington

Salina to Sid (End-of-Track)

Wichita to El Dorado

Wichita to Winfield/Arkansas City

Whitewater to McPherson

Herington to Hope (End-of-Track)

Southern Pacific:

Pratt to Kansas City via Herington (not including Pratt, Topeka (SSW), or Kansas City)

Pursuant to Section 4 of the New York Dock protective conditions, in order to achieve the benefits of operational changes made possible by the transaction and to modify collective bargaining agreements to the extent necessary to obtain those benefits

IT IS AGREED:

ARTICLE I - WORK AND ROAD POOL CONSOLIDATIONS

The following work/road pool consolidations and/or modifications will be made to existing runs:

A. Zone 1 - Seniority District

1. Territory Covered:

Salina to Sharon Springs

Salina to Kansas City (not including Topeka or Kansas City)

The above includes all UP main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight Engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing territories covered by the UP-BLE Salina Hub Agreement dated June 27, 1997 shall encompass Zone 1 of the expanded Salina Hub Agreement and no modifications will be made to such territories unless specifically referenced herein.
3. The terms of the UP-BLE Salina Hub Agreement of June 27, 1997 shall remain in full force and effect under this Agreement, as pertains to Zone 1, unless otherwise modified herein.
4. The terminal limits of Sharon Springs and Salina are as follows:

Sharon Springs: M.P. 432.0 – West
 M.P. 426.0 – East

UP terminal limits at Sharon Springs are established by this Implementing Agreement.

Salina: M.P. 187.26 – West
 M.P. 184.26 – East

5. Engineers of the Denver Hub were granted rights in the Agreement for that hub to receive their through freight trains up to twenty-five (25) miles on the far side of Sharon Springs and run back through Sharon Springs to their destination without claim or complaint from any other Engineer.
6. Engineers protecting through freight service in the pools described above shall be provided lodging at the away-from-home terminals pursuant to existing agreements and the Carrier shall provide transportation to Engineers between the on/off duty location and the designated lodging facility. All road Engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all Engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

B. Zone 2 – Seniority District

1. Territory Covered:

Wichita to Salina via Lost Springs/Herington

Wichita to El Dorado

Wichita to Winfield/Arkansas City

Whitewater to McPherson

Herington to Hope (End-of-Track)

Pratt to Kansas City via Herington (not including Pratt, Topeka or Kansas City)

The above includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. Where the phrase "not including" is used above, it refers to other than through freight operations, but does not restrict through freight Engineers from operating into/out of such terminals/points or from performing work at such terminals/points pursuant to the designated collective bargaining agreement provisions.

2. The existing former SSW Herington to Kansas City pool operation will be preserved under this Agreement with Herington as the home terminal. Kansas City will serve as the away-from-home terminal. Engineers operating between Herington and Kansas City may utilize any combination of UP or SSW trackage between such points. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW Engineers shall have prior rights to said pool turns. The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights Engineer, they shall be filled from the zone roster, and thereafter from the common roster.

a. In the event Carrier elects not to use a pool Engineer on a straightaway move, Hours of Service relief of trains operating Herington to Kansas City which have reached Topeka or beyond (beyond S.J. Jct.) shall be protected by the Kansas City Hub Zone 2 Extra Board. If none rested or available, such relief shall then be provided by a rested away-from-home terminal Engineer at Kansas City and such Engineer will thereafter either be deadheaded home or placed first out for service or deadhead on his rest.

b. In the event Carrier elects not to use a pool Engineer on a straightaway move, Hours of Service relief of trains operating Kansas City to Herington shall be protected by the extra board at Herington if the train has reached Topeka or beyond. If it has not reached Topeka, a rested away-from-home terminal Engineer at Kansas City will be used on a straightaway move. If none rested or available, the extra board at Herington may be used beyond Topeka.

3. The existing former SSW Pratt to Herington pool operation will be preserved under this Agreement, except the home terminal will be changed to Herington. Pratt will serve as the away-from-home terminal. Sufficient number of Engineers will be relocated to Herington to effect this change. This pool shall be slotted, and Attachment "B" lists the slotting order for the pool. Former SSW Engineers shall have prior rights to said pool turns. The Carrier and Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights Engineer they shall be filled from the zone roster, and thereafter from the common roster.

- a. In the event Carrier elects not to use a pool Engineer on a straightaway move, Hours of Service relief of trains operating Herington to Pratt shall be protected by the extra board at Pratt if the train has reached Inman or beyond; if exhausted, a rested away-from-home terminal Engineer at Pratt may be used, and such Engineer will thereafter be either deadheaded home or placed first out for service or deadhead on their rest. If the train has not reached Inman or beyond, a home terminal pool Engineer at Herington will be used.
- b. In the event Carrier elects not to use a pool Engineer on a straightaway move, Hours of Service relief of trains operating Pratt to Herington shall be protected by the extra board at Herington if the train has reached Inman or beyond. If it has not reached Inman, a rested away-from-home terminal Engineer at Pratt will be used on a straightaway move. If none rested or available, the extra board at Herington may be used beyond Inman.

NOTE: Under Items 2 and 3 above, the establishment of Herington as a terminal for the corridor between Kansas City and Pratt does not constitute any restriction on operations through Herington by trains originating at Salina or Wichita.

- 4. The previously existing Agreement dated June 22, 1992 governing through freight service between Salina and Wichita shall become null and void upon implementation of this Agreement. A new pool operation between Wichita and Salina will be established under this Agreement, and Wichita shall serve as the home terminal for all such service. This pool shall be slotted, and Attachment "C" lists the slotting order for the pool. Former MP Engineers shall have prior rights to said pool turns set forth in said Attachment "C". The Carrier and the Organization shall mutually agree on the number of turns subject to this arrangement. If turns in excess of that number are established or any of such turns be unfilled by a prior rights Engineer they shall be filled from the zone roster, and thereafter from the common roster.
 - a. In the event Carrier elects not to use a pool Engineer on a straightaway move, Hours of Service relief of trains operating Wichita to Salina shall be protected by the extra board at Salina if the train has reached Lost Springs or beyond. If none rested or available, a rested away-from-home pool Engineer may be used and such Engineer will thereafter be deadheaded home or placed first out for service or deadhead on their rest. If the train has not reached Lost Springs, a home terminal pool Engineer at Wichita will be used.
 - b. In the event Carrier elects not to use a pool Engineer on a straightaway move, Hours of Service relief of trains operating Salina to Wichita shall be protected by the extra board at Wichita if the train has reached Lost Springs or beyond. If the train has not reached Lost Springs, a rested away-from-home terminal Engineer at Salina will be used. If none rested or available, the extra board at Wichita may be used beyond Lost Springs.
 - c. Trains which have expired under the Hours of Service at a location within 25 miles of Herington in either direction toward Wichita or Salina may be relieved and operated into Herington for later re-crewing by the extra board at Herington.
- 5. Local, work, wreck, and other extra or unassigned service may operate between Wichita and Salina with a home terminal of either Wichita or Salina.
- 6. The Carrier may, at its option, establish service between Wichita and Hutchinson via Herington, without crew change. Wichita will serve as the home terminal. Hutchinson will serve as the away-from-home terminal. This service will be protected by the extra board at Wichita unless traffic levels justify establishment of pool operations.

7. At Herington, Pratt, Winfield and Wichita pool Engineers may receive their train up to twenty-five (25) miles on the far side of the terminal and run back through Herington, Pratt, Winfield and Wichita to their destination without claim or complaint from any other Engineer. When so used, the Engineer shall be paid an additional one-half (1/2) day at the basic pro rata through freight rate for this run in addition to the district miles of the run. If the time spent beyond the terminal under this provision is greater than four (4) hours, then he shall be paid on a minute basis at the basic pro rata through freight rate.

8. The terminal limits of Herington, Pratt, Winfield and Wichita are as follows:

Herington:	M.P. 459.2	UP Hoisington Subdivision
	M.P. 180.0	UP Herington Branch
	M.P. 169.2	SSW Topeka Subdivision
	M.P. 173.12	SSW Herington Subdivision

UP terminal limits at Herington are established by this Implementing Agreement.

Pratt:	M.P. 292.33	East
	M.P. 300.16	West

Winfield:	M.P. 248.7	East
	M.P. 250.8	West

Wichita:	M.P. 236.0	Herington
	M.P. 476.0	Wichita Branch
	M.P. 254.0	OKT Subdivision

9. Engineers of the Kansas City Hub were granted rights in the Agreement for that Hub to receive their through freight train up to twenty-five (25) miles on the far side of Winfield and Wichita and run back through Winfield and Wichita without claim or complaint from any other Engineer.

10. Engineers of an adjacent hub may have certain rights to be defined, if any, in the Merger Implementing Agreements for these hubs to receive their through freight trains up to twenty-five (25) miles on the far side of the terminal and run back through Wichita or Pratt to their destination without claim or complaint from any other Engineer.

11. Engineers protecting through freight service in the pools described above shall be provided lodging at the away-from-home terminal pursuant to existing agreements and the Carrier shall provide the transportation to Engineers between the on/off duty location and the designated lodging facility. All road Engineers may leave or receive their trains at any location within the terminal and may perform work within the terminal pursuant to the designated collective bargaining agreement provisions. The Carrier will designate the on/off duty points for all Engineers, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement.

C. Herington Terminal

1. All UP and SSW operations within the new Herington Terminal limits shall be consolidated into a single operation. The terminal includes all UP and SSW main lines, branch lines, industrial leads, yard tracks and stations between or located at the points indicated. All UP and SSW road crews may receive or leave their trains at any location within the terminal and may perform work within the terminal pursuant to the applicable collective bargaining agreement, including national

agreements. The Carrier will designate the on/off duty points for all yard crews, with these on/off duty points having appropriate facilities as currently required in the collective bargaining agreement. Interchange rules are not applicable for intra-carrier moves within the terminal.

2. All UP and SSW rail lines, yards and/or sidings within the Herington Terminal will be considered as common to all Engineers working in, into and out of Herington. The establishment of prior rights zones is not intended to restrict operations which traverse territory in both zones. All road switchers, yard and local assignments will be protected by Engineers from the seniority district where such assignments are home terminated.
- D. At all terminals the Carrier will designate the on/off duty points for all road Engineers, with these on/off duty points having appropriate facilities for inclement weather and other facilities as currently required in the designated collective bargaining agreement.
- E. When local, work, wreck, Hours of Service relief or other road runs are called or assigned which operate exclusively within the territorial limits of one (1) of the zones established in this Agreement, such service shall be protected by Engineers in such zone. If such run or assignment extends across territory encompassing both zones contemplated by this Agreement, the home terminal shall govern as indicated above.

ARTICLE II - SENIORITY CONSOLIDATIONS

- A. To achieve the work efficiencies and allocation of forces that are necessary to make the Salina Hub operate efficiently as a unified system, a new seniority district will be formed and a master Engineer Seniority Roster - UP/BLE Salina Merged Roster #1 will be created for Engineers holding seniority in the territory comprehended by this Agreement on the effective date thereof. Prior rights Zone 1 is already intact and will remain unchanged by this Agreement. A new prior rights Zone 2 will be created under this Agreement. Such two prior rights zone rosters shall constitute the new UP/BLE Salina Merged Roster #1.
- B. Prior rights seniority rosters will be formed covering Zone 2 as outlined above. Placement on this roster and awarding of prior rights to such zone shall be based on the following:
 1. Zone 2 - This roster will consist of former UP Engineers with rights on MPUL Wichita (Roster No. 058111) and former SSW Engineers with rights on SSW Pratt (Roster No. 304101) and SSW Herington (Roster No. 303101).
- C. Entitlement to assignment on the prior rights zone roster described above shall be by canvass of the employees from the above affected former rosters contributing equity to such zone.
- D. Engineers on the above-described prior rights Zone 2 roster and the existing Zone 1 roster shall be dovetailed with zone prior rights into one (1) common seniority roster.
- E. All zone and common seniority shall be based upon each employee's date of promotion as a Locomotive Engineer (except those who have transferred into the territory covered by the hub and thereby established a new date). If this process results in Engineers having identical common seniority dates, seniority will be determined by the age of the employees with the older employee placed first. If there are more than two (2) employees with the same seniority date, and the ranking of the pre-merged rosters would make it impossible for age to be a determining factor, a random process, jointly agreed upon by the Director of Labor Relations and the appropriate General Chairman (men), will be utilized to affect a resolution. It is understood this process for ranking employees with identical dates may not result in any employee running around another employee on his former roster.

- F. Any Engineer working in the territories described in Article I. on the date of implementation of this Agreement, but currently reduced from the Engineers working list, shall also be given a place on the roster and prior rights. Engineers currently forced to this territory will be given a place on the roster and prior rights if so desired; otherwise, they will be released when their services are no longer required and will not establish a place on the new roster. Engineers borrowed out from locations within the hub and Engineers in training on the effective date of this Agreement shall also participate in formulation of the roster described above.
- G. UP Engineers currently on an inactive roster pursuant to previous merger agreements shall participate in the roster formulation process described above based upon their date of seniority as a Locomotive Engineer.
- H. With the creation of the new seniority described herein, all previous seniority outside the Salina Hub held by Engineers inside the new hub shall be eliminated and all seniority inside the new hub held by Engineers outside the hub shall be eliminated. All pre-existing prior rights, top and bottom, or any other such seniority arrangements in existence, if any, are of no further force or effect and the provisions of this Agreement shall prevail in lieu thereof. Upon completion of consolidation of the rosters and implementation of this hub, it is understood that no Engineer may be forced to any territory or assignment outside the Salina Hub.
- I. The total number of Engineers on the Zone 2 prior rights roster will be mutually agreed upon by the parties, and then merged with the existing Zone 1 prior rights roster to form the master UP/BLE Salina Merged Roster.

ARTICLE III - EXTRA BOARDS

- A. The following extra boards shall be established to protect vacancies and other extra board work into or out of the Salina Hub or in the vicinity thereof. It is understood whether or not such boards are guaranteed boards is determined by the designated collective bargaining agreement. Further, nothing in this Agreement may be construed to require the continued maintenance of an extra board when there is insufficient work to justify its existence.
 - 1. Wichita - One (1) Extra Board (combination road/yard) to protect all service at or in the vicinity of Wichita. This board will also protect the service between Wichita and Hutchinson via Herington.
 - 2. Hutchinson - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Hutchinson.
 - 3. Herington - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Herington including Hours of Service relief in any direction, subject to the specific provisions in Article I. This board will supplement the extra board at Hutchinson and, if none in existence, will protect Hutchinson extra service.
 - 4. Salina - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Salina, including Hours of Service relief in all directions, subject to the specific provisions in Article I.
 - 5. Oakley - One (1) Extra Board (combination road/yard) to protect all extra service at or in the vicinity of Oakley, including Sharon Springs. This board will also protect freight vacancies working Sharon Springs to Denver and Sharon Springs to Salina. (See Side Letter No. 17)

- B. If additional extra boards are established or abolished after the date of implementation of this Agreement, it shall be done pursuant to the terms of the designated collective bargaining agreement. When established, the Carrier shall designate the geographic area the extra board will cover.

ARTICLE IV - APPLICABLE AGREEMENT

- A. All Engineers and assignments in the territories comprehended by this Implementing Agreement will work under the Collective Bargaining Agreement currently in effect between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, Union Pacific Eastern District, including all applicable national agreements, the "local/national" agreement of May 31, 1996, and all other side letters and addenda which have been entered into between date of last reprint and the date of this Implementing Agreement. Where conflicts arise, the specific provisions of this Agreement shall prevail. None of the provisions of these agreements are retroactive.
- B. The terms and conditions of the pool operations set forth in this Agreement shall be the same for all pool freight runs whether run as combined pools or separate pools. The terms and conditions are those of the designated collective bargaining agreement except as modified by subsequent national agreements, awards and implementing documents and those contained in this implementing agreement. For ready reference, sections of existing rules are attached in Attachment "D".
- C. Engineers will be treated for vacation, entry rates and payment of arbitraries as though all their time on their original railroad had been performed on the merged railroad. Engineers assigned to the Hub on the effective date of this Agreement (including those engaged in Engineer training on such date) shall have entry rate provisions waived. Engineers hired/promoted after the effective date of the Agreement shall be subject to National Agreement rate progression provisions.
- D. A two hour (2') call time for Engineers will apply in the entire territory comprehending the Salina Hub.
- E. Engineers under this Hub Agreement operating into Kansas City will be paid actual miles to the various yards within the Kansas City Terminal to which they operate their road trains. Any previously recognized arrival/departure point at Kansas City (e.g., M.P. 5.18 for former UP Eastern District Engineers) shall have no further force and effect, and the literal industry application of the national agreement rules shall apply throughout the Hub.
- F. Except where specific terminal limits have been detailed in the Agreement, is not intended to change existing terminal limits under applicable agreements.
- G. Actual miles will be paid for runs in the new Salina Hub. Examples are illustrated in Attachment "E".

ARTICLE V - FAMILIARIZATION

- A. Engineers involved in the consolidation of the Salina Hub covered by this Agreement whose assignments require performance of duties on a new geographic territory not familiar to them will be given full cooperation, assistance and guidance in order that their familiarization shall be accomplished as quickly as possible. Engineers will not be required to lose time or ride the road on their own time in order to qualify for these new operations.
- B. Engineers will be provided with a sufficient number of familiarization trips in order to become familiar with the new territory. Issues concerning individual qualification shall be handled with local operating officers. The parties recognize that different terrain and train tonnage impact the number of trips necessary and the operating officer assigned to the merger will work with the local Managers of Operating Practices in implementing this Section. If disputes occur under this Article they may be

addressed directly with the appropriate Director of Labor Relations and the General Chairman for expeditious resolution.

- C. It is understood that familiarization required to implement the merger consolidation herein will be accomplished by calling a qualified Engineer (or Manager of Operating Practices) to work with an Engineer called for service on a geographical territory not familiar to him.
- D. Engineers hired subsequent to the effective date of this document will be qualified in accordance with current FRA certification regulations and paid in accordance with the local agreements that will cover the merged Hub.

ARTICLE VI - IMPLEMENTATION

- A. The Carrier will give at least thirty (30) days' written notice of its intent to implement this Agreement.
- B.
 - 1. Concurrent with the service of its notice, the Carrier will post a description of Zones 1 and 2 described in Article I herein.
 - 2. Ten (10) days after posting of the information described in B.1. above, the appropriate Labor Relations Personnel, CMS Personnel, General Chairmen and Local Chairmen will convene a workshop to implement assembly of the merged seniority rosters. At this workshop, the representatives of the Organization will construct consolidated seniority rosters as set forth in Article II of this Implementing Agreement.
 - 3. Dependent upon the Carrier's manpower needs, the Carrier may develop a pool of representatives of the Organization, with the concurrence of the General Chairmen, which, in addition to assisting in the preparation of the rosters, will assist in answering Engineers' questions, including explanations of the seniority consolidation and implementing agreement issues, discussing merger integration issues with local Carrier officers and coordinating with respect to CMS issues relating to the transfer of Engineers from one zone to another or the assignment of Engineers to positions.
- C. The roster consolidation process shall be completed in five (5) days, after which the finalized agreed-to rosters will be posted for information and protest in accordance with the applicable agreements. If the participants have not finalized agreed-to rosters, the Carrier will prepare such rosters, post them for information and protest, will use those rosters in assigning positions, and will not be subject to claims or grievances as a result.
- D. Once rosters have been posted, those positions which have been created or consolidated will be bulletined for a period of seven (7) calendar days. Engineers may bid on these bulletined assignments in accordance with applicable agreement rules. However, no later than ten (10) days after closing of the bulletins, assignments will be made.
- E.
 - 1. After all assignments are made, Engineers assigned to positions which require them to relocate will be given the opportunity to relocate within the next thirty (30) day period. During this period, the affected Engineers may be allowed to continue to occupy their existing positions. If required to assume duties at the new location immediately upon implementation date and prior to having received their thirty (30) days to relocate, such Engineers will be paid normal and necessary expenses at the new location until relocated. Payment of expenses will not exceed thirty (30) calendar days.

2. The Carrier may, at its option, elect to phase-in the actual pool consolidations which are necessary in the implementation of this Agreement. Engineers will be given ten (10) days' notice of when their specific relocation/reassignment is to occur.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

- A. All Engineers who are listed on the prior rights Salina Hub Zone 2 prior rights roster shall be considered adversely affected by this transaction and consolidation and will be subject to the New York Dock protective conditions which were imposed by the STB. It is understood there shall not be any duplication or compounding of benefits under this Agreement and/or any other agreement or protective arrangement.
 1. Carrier will calculate and furnish TPA's for such Engineers to the Organization as soon as possible after implementation of the terms of this Agreement. The time frame used for calculating the TPA's in accordance with New York Dock will be the calendar year 1997.
 2. In consideration of blanket certification of all Engineers covered by this Agreement for wage protection, the provisions of New York Dock protective conditions relating to "average monthly time paid for" are waived under this Implementing Agreement.
 3. Test period averages for designated union officers will be adjusted to reflect lost earnings while conducting business with the Carrier.
 4. National Termination of Seniority provisions shall not be applicable to Engineers hired prior to the effective date of this Agreement.
- II. Engineers required to relocate under this Agreement will be governed by the relocation provisions of New York Dock. In lieu of New York Dock provisions, an employee required to relocate may elect one of the following options:
 1. Non-homeowners may elect to receive an "in lieu of" allowance in the amount of \$10,000 upon providing proof of actual relocation.
 2. Homeowners may elect to receive an "in lieu of" allowance in the amount of \$20,000 upon providing proof of actual relocation.
 3. Homeowners in Item 2 above who provide proof of a bona fide sale of their home at fair value at the location from which relocated shall be eligible to receive an additional allowance of \$10,000.
 - a. This option shall expire within five (5) years from date of application for the allowance under Item 2 above.
 - b. Proof of sale must be in the form of sale documents, deeds, and filings of these documents with the appropriate agency.

NOTE: All requests for relocation allowances must be submitted on the appropriate form.

 4. With the exception of Item 3 above, no claim for an "in lieu of" relocation allowance will be accepted after two (2) years from date of implementation of this Agreement.
 5. Under no circumstances shall an Engineer be permitted to receive more than one (1) "in lieu of" relocation allowance under this Implementing Agreement.

6. Engineers receiving an "in lieu of" relocation allowance pursuant to this Implementing Agreement will be required to remain at the new location, seniority permitting, for a period of two (2) years.

ARTICLE VIII - SAVINGS CLAUSES

- A. The provisions of the applicable Schedule Agreement will apply unless specifically modified herein.
- B. Nothing in this Agreement will preclude the use of any Engineers to perform work permitted by other applicable agreements within the new seniority districts described herein, i.e., Yard Engineers performing Hours of Service Law relief within the road/yard zone, pool and/or ID Engineers performing service and deadheads between terminals, road switchers handling trains within their zones, etc.
- C. The provisions of this Agreement shall be applied to all Engineers covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.

ARTICLE IX - HEALTH AND WELFARE

Engineers of the former UP who are working under the collective bargaining agreement designated in Article IV.A. of this Implementing Agreement belong to the Union Pacific Hospital Association. Former SSW Engineers are presently covered under United Health Care (former Travelers GA-23000) benefits. Said former SSW Engineers will have ninety (90) days from date of implementation to make an election as to keeping their old Health and Welfare coverage or coming under the health and welfare coverage provided by the designated CBA. Any Engineer who fails to exercise said option shall be considered as having elected to retain existing coverage. Engineers hired after the date of implementation will be covered under the plan provided for in the surviving CBA. Copy of the form to be used to exercise the option described above is attached as Attachment "F" to this Agreement.

ARTICLE X - EFFECTIVE DATE

This Agreement implements the merger of the Union Pacific and SSW railroad operations in the area covered by Notice dated June 4, 1998.

Signed at Omaha, Nebraska, this 16th day of July, 1998.

FOR THE BROTHERHOOD
LOCOMOTIVE ENGINEERS:

/s/ C.R.Rightnowar
D.E. Penning
General Chairman, BLE

/s/ Michael Young
M.A. Young
General Chairman, BLE

FOR THE CARRIERS:

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations
Union Pacific Railroad Co.

/s/ J. M. Raaz
J.M. Raaz
Asst. Vice President-Labor Relations
Union Pacific Railroad Co.

/s/ D. E. Thompson
D.E. Thompson
General Chairman, BLE

APPROVED:

/s/ J. L. McCoy
J.L. McCoy
Vice President, BLE

/s/ D. M. Hahs
D.M.Hahs
Vice President, BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 6 - LIFE INSURANCE and SSW ARTICLE 9 - DISABILITY INSURANCE of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization. It was your position that coverages provided by the former agreement should be preserved for the former SSW Engineers covered by this Implementing Agreement.

This will confirm that Carrier agreed that these insurance premiums would be maintained at current levels and would be grand fathered to those former SSW Engineers who are covered by this Implementing Agreement and who are presently covered under those plans. These insurance premiums will be maintained at current levels for such employees for a six (6) year period commencing January 1, 1998, unless extended or modified pursuant to the Railway Labor Act.

It is understood this Agreement is made without prejudice to the positions of either party regarding whether or not such benefits are subject to preservation under New York Dock and it will not be cited by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director - Labor Relations

July 16, 1998
Side Letter 1
Page 2

Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed SSW ARTICLE 7 - VACATION of the August 1, 1995 Agreement between Southern Pacific Lines and your Organization.

This will reflect our understanding that those former SSW Engineers who are covered by this Implementing Agreement and who are presently covered by the above agreement provision shall be entitled to obtain the benefits of said ARTICLE 7 and ARTICLE 17 for the calendar year 1999 if said vacation is already earned under existing SSW agreements at the time of implementation of this Agreement. Thereafter, vacation benefits shall be as set forth in the controlling agreement on the merged territory.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

July 16, 1998
Side Letter 2
Page 2

Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

The parties hereto realize that the merger of the former properties into a unified system is a complex undertaking and with the changes in operations and seniority territories, employees covered by this Agreement will be required to perform service on unfamiliar territory.

Familiarization will be a large undertaking, and it is to the benefit of both parties that this process begin as soon as possible so that implementation can occur in a more orderly and rapid manner. Therefore, it is understood that Carrier may begin qualifying Engineers on unfamiliar territory, to the extent it is feasible based upon operational and manpower constraints, between time of execution of this Implementing Agreement and date of implementation thereof.

It is understood that familiarization will be accomplished in accordance with Article V - Familiarization of this Agreement. Engineers making familiarization trips which involve greater mileages than their existing (pre-merger) runs will be paid actual mileage to the new objective terminal as contemplated in Article I of this Agreement. Local BLE officers will work with local Carrier officers to implement this Side Letter in the most effective manner.

If the foregoing adequately and accurately sets forth our agreement in this regard, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M. A. Hartman
General Director-Labor Relations

July 16, 1998
Side Letter 3
Page 2

Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This has reference to the Merger Implementing Agreement for the Salina Hub entered into this date.

During our negotiations there was considerable discussion surrounding the operational changes resulting from a merger of UP and SSW operations. Specifically, it was your observation that the merged operation might possibly require an increased amount of transporting of Engineers, and your Organization has concerns regarding the quality of the vehicles presently used for transporting Engineers, as well as the drivers of said vehicles.

It was Carrier's position that there are existing procedures available to resolve any complaints regarding deficiencies in crew transportation and, as such, this was not a proper topic for inclusion in a Merger Implementing Agreement.

Without prejudice to the positions of the respective parties as set forth above, the Carrier believes it is in the best interests of all parties that routine, unannounced safety audits of crew transportation contractors be conducted, and that a process be established for prompt investigation and, if necessary, resolution of complaints of specific instances of deficiencies in this area. In this regard, this will confirm my advice given you during our negotiations that Carrier agreed it would direct its designated manager to contact a Local Chairman to be designated by your Organization for the purpose of scheduling and conducting field safety audits of transportation contractors in the hub. These safety audits will include, but not be limited to, inspection of vehicles, unannounced rides, interviewing crews, and meeting drivers. These safety audits will be performed no less frequently than quarterly.

If issues are raised by the safety audits which cannot be resolved to the satisfaction of your Organization, they may be referred to the appropriate Labor Relations Officer by the General Chairman for discussion in conference at the earliest possible date to seek a resolution. The conference will include the appropriate General Manager or his designate.

Respectfully,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

During our execution of this Agreement, it was understood that the parties may discover errors or omissions relating to mile post designations, crew district mileages, etc. It is not the intent of either party to hold the other party to such items simply because there was simply not time to verify them for accuracy.

If the foregoing adequately and accurately describes our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE
J. L. McCoy
Vice President BLE

Side Letter No. 6

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

With regard to Article II.H of the Agreement, the following shall apply:

I. Engineers who participate in the roster formulation process for the Salina Hub who presently hold engine service seniority outside the Salina Hub will be handled as follows:

- a. All engine service seniority outside the Salina Hub will be held in abeyance and may not be utilized for any purposes except as outlined below:
- b. When subsequent implementing agreements are concluded in other hubs which encompass the seniority described in (a) above, which has been held in abeyance, such seniority may be exercised in the roster formulation process for such hub(s) subject to the following limitations:
 1. The exercise of such option shall be considered a seniority move and shall be at the Engineer's own expense.
 2. An Engineer utilizing this provision to select a different hub will forfeit all seniority in the Salina Hub.

II. The rights set forth in (b) above may only be exercised to the extent that there is an unfilled need for Engineers at such hub at the time rosters for such hub are formulated. Carrier reserves the right to limit the number of such requests made based upon manpower requirements and the number accepted will be in seniority order. In the event such move will create a shortage of Engineers within the Salina Hub the Carrier may hold such applicant for a reasonable amount of time to allow for a replacement.

July 16, 1998
Side Letter No. 6
Page 2

Mr. D. E. Penning
Mr. D. E. Thompson
M. A. Young

III. When all of the hubs involving Engineers with former SSW system seniority have been completed, the Organization may serve notice upon Carrier to meet and negotiate the details surrounding a one-time "Sadie Hawkins Day" for such Engineers to make one final, irrevocable move to a hub, which will be without relocation cost to the Carrier. The parties will resolve at this meeting the matters of shortages and/or surpluses in the various hubs, as well as method of seniority integration into the hub to which moving.

It is understood this Agreement is made without prejudice to the position of any party, does not constitute a precedent, and may not be cited or referred to by any party in any other negotiations or proceedings.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

AGREED:

/s/ C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/ D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/ Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub.

During our negotiations your Organization raised some concern regarding the intent of Article VIII - Savings Clauses, Item C thereof. Specifically, it was the concern of some of your constituents that the language of Item C might subsequently be cited to support a position that "other applicable agreements" supersede or otherwise nullify the very provisions of the Merger Implementing Agreement which were negotiated by the parties.

I assured you this concern was not valid and no such interpretation could be applied. I pointed out that Item C must be read in conjunction with Item A, which makes it clear that the specific provisions of the Merger Implementing Agreement, where they conflict with the basic schedule agreement, take precedence, and not the other way around.

The purpose of Item C was to establish with absolute clarity that there are numerous other provisions in the designated collective bargaining agreement, including national agreements, which apply to the territory involved, and to the extent such provisions were not expressly modified or nullified, they still exist and apply. It was not the intent of the Merger Implementing Agreement to either restrict or expand the application of such agreements.

In conclusion, this letter of commitment will confirm that the provisions of Article VIII - Savings Clauses may not be construed to supersede or nullify the terms of the Merger Implementing Agreement which were negotiated in good faith between the parties. I hope the above elaboration clarifies the true intent of such provisions.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This has reference to the Merger Implementing Agreement for the Salina Hub entered into this date, and specifically Article VII.A.1. thereof.

During our discussions regarding the time frame for calculating TPA's, the representatives of the former SSW expressed the view that since all of the Engineers represented by them had already received TPA's in connection with "interim protection" related to TCS cutovers, they would prefer to simply adopt those existing TPA's for purposes of application of protection under this Merger Implementing Agreement. Carrier is agreeable to this handling.

If the foregoing accurately describes our Agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

Side Letter No. 8
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This has reference to our negotiations covering the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines and the Brotherhood of Locomotive Engineers. During these negotiations, the Organization expressed concern that Engineers who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal.

This will confirm the advice given to you, i.e., that when an Engineer ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve subject Engineer and transport him to the tie up point, expeditiously. The Carrier recognized the interests of the railroad and its Engineers are best served when a train reaches the final terminal within the hours of service. In the event this does not occur, the Carrier is committed to relieving that Engineer and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and Engineers shall not be transported to the tie-up point after Hours of Service tie-ups by means of train except in case of emergency or extraordinary circumstances which make providing a vehicle impossible.

In the event the Organization feels that this commitment is not being observed at a particular location, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. Within ten (10) days after being contacted the Director of Labor Relations will schedule a conference between the parties to discuss the matter and seek a resolution. The conference will include the appropriate General Manager or his designate.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman

General Director-Labor Relations

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD

SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Company, Southern Pacific Lines, and the Brotherhood of Locomotive Engineers.

In our discussions regarding Article IV, this will confirm Carrier's commitment to provide copies of the designated collective bargaining agreement referenced therein to all former SSW and UP (former MP Upper Lines) Engineers comprehended by this Implementing Agreement at the earliest possible date, but no later than by date of implementation of this Agreement.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

In discussing the relocation benefits in Article VII of the Agreement, we discussed the situation where an employee may desire to sell his home prior to the actual implementation of the merger. Carrier committed to you that such employee would be entitled to treatment as a "homeowner" for relocation benefits purposes provided:

1. Upon actual implementation of the Merger Implementing Agreement the Engineer meets the requisite test of having been "required to relocate",
2. The sale of the residence occurred at the same location where claimant was working immediately prior to implementation, and
3. The sale of the residence occurred after the date of this Agreement.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

Side Letter 11
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This has reference to the Merger Implementing Agreement for the Salina Hub entered into this date.

During our negotiations the Organization requested a commitment from the Carrier that no Engineer currently in the hub would be forced out of the hub. Carrier advised that it could not commit to this since Engineers could potentially come into the hub when rosters are formulated, thereby inflating the number of Engineers in the hub and creating a surplus. Therefore, in the alternative it was agreed that the total number of Engineers in the Salina Hub upon finalization of rosters would be no less than the number in the hub on the date of this Implementing Agreement. In the event that number is exceeded because of Engineers coming into the hub from other locations in line with their system seniority, the excess may be reduced by the Carrier by forcing junior surplus Engineers out of the hub. In the application of this Side Letter, it is understood that Engineers coming into the hub from other locations do so as a seniority move and such moves do not trigger relocation benefits. If such moves result in Carrier reducing surplus junior Engineers out of the hub, such forced Engineers would be eligible for relocation benefits.

If the foregoing adequately and accurately sets forth our agreement regarding this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

Side Letter 12
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
HAZELWOOD, MO 63042

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

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

During our negotiations we discussed Engineers holding seniority in the hub who were on leave of absence for medical, union officer, carrier officer, and other such reasons. We agreed these Engineers would be treated as if they were working in the craft for the purposes of roster slotting on the dovetailed roster and for prior rights purposes. As such they will be included on the new rosters with the same status they currently hold. Should they return to service as an Engineer, they will be covered under the hub agreement in accordance with their seniority.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

Side Letter 13
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

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MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

During our discussions regarding Article V - Familiarization, we reviewed some of the problems experienced in implementing other hubs. A process which was adopted in the Denver and Salt Lake City Hub was introduced and the parties agreed to apply it to the Salina Hub. Specifically, it was agreed that during implementation of the hub Engineers will not be removed from their regular assignments to become peer trainers, and any Engineer required to assist an Engineer on a familiarization trip will be compensated on a trip by trip basis as follows:

"Engineers who work their assignment (road and yard service) accompanied by an Engineer taking a familiarization trip in connection with the merger shall be paid one (1) hour at the straight time rate of pay in addition to all other earnings for each tour of duty. This payment shall not be used to offset any extra board or pool freight guarantee payments. "

Engineers will be required to submit a time slip indicating he/she was required to train another Engineer and shall include the name of the Engineer taking the familiarization trip on the time slip.

It was understood the terms of this understanding shall be applicable for only the first 180 days following date of merger implementation; thereafter, existing agreement provisions will apply. This understanding is without prejudice or precedent to either party.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

Side Letter 14
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
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1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

Prior to implementation of this Agreement, the Carrier and Organization will schedule and convene a meeting in Wichita, Kansas to develop equity data for roster formulation and slotting of freight pools associated with the Salina Hub. The results of this meeting will be appended to this Agreement prior to it being disseminated for a ratification vote.

This meeting will be conducted by Carrier Labor Relations Officers and the appropriate Local Chairmen for the territories concerned. The Carrier will provide the sources of equity data and the Local Chairmen will provide the Carrier with the necessary equity percentages for roster slotting and formulating. In the event the Local Chairmen are unable to agree upon equity percentages, the Carrier will make such determinations and will not be subject to any claims or grievances as a result thereof.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

Side Letter 15
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
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CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

Because SSW system seniority extends through the Kansas City, Salina and Dalhart Hubs, the Carrier agreed to make certain commitments regarding operations in the Salina and Dalhart Hubs in order that Pratt Engineers may make a more informed decision regarding roster slotting for the Kansas City and Salina Hubs. Specifically, Carrier committed as follows:

1. To the extent possible, existing manpower at Herington will be used to staff the Herington-Pratt pool operations. If Pratt Engineers are needed to fulfill the need at Herington, the minimum necessary will be relocated to Herington, and those volunteering to relocate will be paid relocation under Article VIII.B. of this Agreement. If insufficient Engineers volunteer, some Engineers may be forced to Herington in reverse seniority. Under these circumstances, Article VIII.B. benefits would still apply. The parties shall meet and reach agreement on the number and method of force assignments to Herington.
2. Pratt Engineers will relinquish rights to Herington-Pratt pool service in order to maximize the number of Engineers who can remain at Pratt. After implementation of the Salina Hub Agreement, Pratt Engineers shall protect only freight service between Pratt and Dalhart.
3. The Dalhart Hub negotiations will be bound by the following general commitments:
 - a. Dalhart Engineers will relinquish pool freight runs to Pratt. In other words, the double-headed pool between Dalhart and Pratt will be eliminated, and pool freight service between Pratt and Dalhart will be a single-headed pool with Pratt as home terminal.

July 16, 1998
Side Letter No. 16
Page 2

- b. The Carrier and Organization will agree upon an attrition arrangement whereby the home terminal of Pratt attrites to Dalhart. The terms of that arrangement is left to the negotiations for that hub, but Carrier commits to the basic premise.

It is understood the above provisions are without prejudice to Carrier's position and may not be cited by either party in any other proceeding. These provisions are adopted for the express purpose of dislocating the least number of Engineers presently residing at Pratt and, as such, the Organization will cooperate in the Dalhart Hub negotiations in achieving the most operational efficiencies possible within the framework of these commitments by the Carrier.

If the foregoing adequately and accurately sets forth our agreements in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/ D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/ Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
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1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

In discussing the issue of whether Oakley or Sharon Springs should be the location of the extra board, the following was agreed to:

1. Oakley will continue to be the location for the extra board.
2. The Oakley Extra Board may perform HOS relief as far as Hugo to the west and Ellis to the east.
3. Local or road switcher assignments shall be headquartered at Oakley if operationally possible, and so long as customer demands do not require otherwise.
4. In consideration of the above, there shall be no prohibition against advertising/operating local assignments which are bulletined to work in both directions out of Oakley; in the alternative, the parties may agree to establish road switcher assignment(s) at Oakley with limits of Sharon Springs and Ellis.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

Side Letter 17
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

MR D E PENNING
GENERAL CHAIRMAN BLE
12531 MISSOURI BOTTOM RD
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CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date, and particularly Article II.F.

As discussed, there are currently a group of Engineers in training for Dalhart/Pratt. Under the SSW Agreement and seniority provisions, some of these trainees bid the training vacancies from Herington with the hope they could hold seniority in the Salina Hub after implementation of the merger. It was agreed that these trainees would stand to be canvassed for establishment of seniority in the Salina Hub if the roster sizing numbers are such that there are roster slots for them. If not, there is no requirement that they be added to the Salina Hub roster.

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman

M.A. Hartman
General Director-Labor Relations

Side Letter 18
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

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CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement for the Salina Hub entered into this date.

The original Salina Hub Agreement entered into on June 27, 1997 referenced the territory from Marysville to Herington via Topeka as falling under the Salina Hub. During our discussions we reviewed this territory and the potential of pool operations being established between these points with home terminal of Herington. As a result of these discussions, the parties agreed that if such pool operations should be instituted at some future date after implementation, the parties would meet in advance of such institution of service to discuss and clarify certain issues relative to such service. The issues for discussion include, but are not limited to, the following:

1. Evaluation/calculating equities between Zone 2 of the Salina Hub and Zone 2 of the Kansas City Hub.
2. Establishing the terms and conditions of the runs under the CBA designated in the Salina Hub.
3. Re-calculation of the New York Dock protective period under this Hub Agreement for those Engineers who would be affected by the institution of such pool service.
4. Implementation procedures for institution of such pool service.
5. Familiarization.
6. This Side Letter does not preclude the parties from discussing other operations in this corridor should service requirements change.

Side Letter 19
July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

If the foregoing adequately and accurately sets forth our agreement in this matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

July 16, 1998

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GENERAL CHAIRMAN BLE
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GENERAL CHAIRMAN BLE
1620 CENTRAL AVE RM 203
CHEYENNE, WY 82001

MR D E THOMPSON
GENERAL CHAIRMAN BLE
414 MISSOURI BLVD
SCOTT CITY, MO 63780

Gentlemen:

This refers to the Merger Implementing Agreement entered into this date between the Union Pacific Railroad Co., Southern Pacific Lines and the Brotherhood of Locomotive Engineers.

During our negotiations we discussed the issue of Engineers who may be force assigned out of their prior rights zone to another terminal in the other prior rights seniority zone. This concern was particularly pointed as pertained to Engineers who only recently were relocated to Salina.

Carrier expressed its position this situation was unlikely to occur, but in the interests of resolving the issue amicably would agree to the following:

1. An Engineer who is unable to hold any assignment in his prior rights zone and is force assigned to an assignment in the other prior rights zone would be entitled to utilize carrier-provided lodging at the terminal to which force assigned. If the assignment to which force assigned is a pool assignment (e.g., a Salina Engineer is forced to a pool turn operating between Herington used Kansas City), the Engineer would be entitled to utilize Carrier-provided lodging at both ends of the pool (unless, of course, the Engineer maintained his residence at a location closer to Herington than Salina, such as at Council Grove.)
2. This arrangement applies only to those Engineers holding prior rights zone seniority in the Salina Hub on date of implementation of this Agreement. Engineers establishing seniority in the hub on and after implementation date would have only common hub seniority.

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July 16, 1998
Mr. D. E. Penning
Mr. D. E. Thompson
Mr. M. A. Young
Page 2

If the foregoing adequately and accurately sets forth our agreement in the matter, please so indicate by signing in the space provided for that purpose below.

Yours truly,

/s/ M. A. Hartman
M.A. Hartman
General Director-Labor Relations

AGREED:

/s/C.R. Rightnowar
D.E. Penning
General Chairman, BLE

/s/D.E. Thompson
D.E. Thompson
General Chairman, BLE

/s/Michael Young
M.A. Young
General Chairman, BLE

cc: D. M. Hahs
Vice President BLE

J. L. McCoy
Vice President BLE

QUESTIONS AND ANSWERS - SALINA HUB

ARTICLE I - WORK AND ROAD POOL CONSOLIDATION

- Q.1. What is the impact of the terminal operations at terminals where both the former UP and SSW had yards/terminal operations being "consolidated into a single operation"?
- A.1. In a consolidated terminal, all road crews can receive/leave their trains at any location within the boundaries of the new consolidated Terminal and may perform work anywhere within those boundaries pursuant to the applicable collective bargaining agreement. The Carrier will designate the on/off duty points for road crews. All rail lines, yards, and/or sidings within the Terminal are considered as common to all crews working in, into and out of the Terminal and all road crews may perform all permissible road/yard moves pursuant to the applicable collective bargaining agreements.
- Q.2. Is it the intent of this agreement to use Engineers beyond the 25-mile zone?
- A.2. No.
- Q.3. Since the 25-mile zone provisions specify that Engineers may be called to receive "the train for which they were called", does this preclude their use under such 25-mile zone provision for any other train?
- A.3. Yes, unless other pre-existing local agreements or practices permit otherwise.
- Q.4. What is intended by the words "at the basic pro rata through freight rate" as used in this Agreement?
- A.4. Payment would be at the high (unfrozen) through freight rate of pay which is applicable to the service portion of the trip.
- Q.5. How will initial terminal delay be determined when performing service as in the 25-mile zone?
- A.5. Initial terminal delay for Engineers entitled to such payments will be governed by the applicable collective bargaining agreement and will not commence when a crew operates back through the on-duty point. Operation back through the on-duty point shall be considered as operating through an intermediate point.
- Q.6. How is a crew which received their train in the twenty-five (25) mile zone on the far side of the terminal compensated?
- A.6. When so used, the crew shall be paid an additional one-half (1/2) basic day at the basic pro rata through freight rate for this service in addition to the district miles of the run. If the time spent beyond the terminal is greater than four (4) hours, they shall be paid on a minute basis at the basic pro rata through freight rate. Miles within the 25-mile zone shall not be added to the district miles of the run. Time spent within the zone does not factor into the computation of overtime; however, if the time spent within the zone, if factored into the computation of overtime, would produce road overtime earnings for the tour of duty in excess of the minimum four (4) hour payment, the higher overtime earnings would apply.

- Q.7. If a crew in the twenty-five (25) mile zone is delayed in bringing the train into the origin terminal so that it does not have time to go to the destination terminal, what will happen to the crew?
- A.7. If the crew had operated back through the origin terminal, they will be transported to the destination terminal, unless emergency conditions (i.e., acts of God, derailment, etc.) prevent such, and be paid district miles, overtime where applicable and a minimum of four (4) hours at the basic pro rata through freight rate.
- Q.8. In regards to Question 6 above. What happens if a crew in the twenty-five (25) mile zone is delayed and does not depart the origin terminal a second time?
- A.8. If the crew origin terminal is the home terminal will be released at the origin terminal and paid a basic day, including overtime when applicable, in addition to the minimum of four (4) hours at the basic pro rata through freight rate for working the 25-mile zone. If the origin terminal is the away terminal, the crew will be deadheaded to the destination terminal, except in cases of emergency (i.e., Acts of God, derailment, etc.).
- Q.9. Is it the intent of this agreement to use Engineers in the 25-mile zone if not qualified to operate on that territory?
- A.9. No. It is not the intent of this agreement to require Engineers to operate against their will within the 25-mile zone if not familiar with such territory.
- Q.10. Do the 25-mile zone provisions, including the pay provisions thereof, apply to all Engineers?
- A.10. These provisions apply equally to pre-1985 Engineer, post-1985 Engineers, and Engineers hired/promoted subsequent to the provisions of this agreement.
- Q.11. Is the 1/2 day at the basic pro rata through freight rate for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?
- A.11. No, it is subject to future wage adjustments and it is not a duplicate pay/special allowance.
- Q.12. At locations common to other hubs, such as Pratt and Wichita, is it understood that the right of a Salina Hub Engineer to reach out 25 miles beyond the terminal to provide Hours of Service relief under the 25-mile zone provisions of this Agreement is dependent upon reciprocal 25-mile zone agreements in those hubs?
- A.12. Yes.
- Q.13. When an Engineer is used for hours of service relief at the away from home terminal pursuant to this Agreement may he be used to provide relief for more than one train?
- A.13. No, when the Engineer returns to the away from home terminal after performing hours of service relief (on only one train) he will stand first out upon arrival subject to rest and he shall next be either deadheaded or perform actual service to the home terminal.
- Q.14. What does the phrase "interchange rules are not applicable for intra-carrier moves within the terminal" mean?

A.14. This refers to movements between locations, points or yards of the former pre-merger roads (i.e., UP, SP, DRGW and SSW). Interchange rules do not apply to such movements.

ARTICLE II - SENIORITY CONSOLIDATIONS

Q.1. What is the status of pre-October 31, 1985 trainmen/firemen seniority?

A.1. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Employees will be treated as firemen should they not be able to hold as an Engineer. Those currently "treated as" will continue such status.

Q.2. What is the status of post-October 31, 1985 trainmen/firemen seniority?

A.2. A post-October 31, 1985 Engineer will exercise their seniority as a trainman/fireman in accordance with the applicable agreements should they not be able to hold as an Engineer.

ARTICLE III - EXTRA BOARDS

Q.1. Will extra boards established under this section be confined to protecting extra work exclusively within the zone in which established?

A.1. All extra boards will only protect extra work home terminated within one zone. After implementation, should the Carrier desire to establish extra boards which protect extra work home terminated in more than one zone, this will be done pursuant to the existing collective bargaining agreement, and the parties must reach agreement as to how Engineers from the zones involved will be allowed to exercise seniority to such extra board(s). Failure to reach such agreement, common seniority will be used.

Q.2. Are these guaranteed extra boards?

A.2. The provisions of the designated collective bargaining agreement shall apply.

ARTICLE IV - APPLICABLE AGREEMENTS

Q.1. When the Merger Implementing Agreement becomes effective what happens to existing claims previously submitted under the prior agreements?

A.1. The existing claims shall continue to be handled in accordance with the former agreements and the Railway Labor Act. No new claims shall be filed under those former agreements once the time limit for filing claims has expired.

ARTICLE V - FAMILIARIZATION

Q.1. An Engineer who makes familiarization trips only on the portion of the geographic territory where he intends to work may later exercise to another part of the territory with which he is not familiar. Does this Agreement apply to the necessary additional familiarization trips?

A.1. Yes, no matter how much time has elapsed from date of implementation of this Agreement.

Q.2. Who will approve an Engineer as being properly familiarized on a new territory?

- A.2. An Engineer will not be considered qualified on a new territory until check ride is given by the designated Carrier officer as per the requirements of 49 CFR, Parts 240.127 and 240.129.
- Q.3. May a brakeman, conductor, other employee not specified in the Agreement be used to familiarize an Engineer on an unfamiliar geographic territory?
- A.3. No.
- Q.4. If an unqualified Extra Engineer stands first out for an assignment and the next Extra Engineer is qualified, may the first out Extra Engineer be run-around?
- A.4. No. The first out Extra Engineer will be called for the assignment and the next out Engineer qualified will be called to act as a pilot.
- Q.5. How shall a qualified Engineer used as pilot be compensated?
- A.5. The same as if he had operated the train.

ARTICLE VI - IMPLEMENTATION

- Q.1. How will Local Chairmen assisting in the implementation process be treated for protection purposes?
- A.1. Local Chairmen assisting the Carrier in implementing the Agreement shall be paid the greater of their earnings or their protection. While assisting the Carrier in the implementation process they shall be governed by basic New York Dock protection reduction principals when laying off (other than company service while assisting in implementation) or absent for any reasons. They will not be required to occupy the higher rated job or position during implementation period.

ARTICLE VII - PROTECTIVE BENEFITS AND OBLIGATIONS

Section A:

- Q.1. How will test period earnings be calculated for employees returning to service following extended absence (a period of one year or more)?
- A.1. Their test period earnings will be the average of the test period earnings of the two (2) employees below and two (2) employees above on the pre-merger rosters working in the same class of service.
- Q.2. How will test period earnings be calculated for part time union officers?
- A.2. In the same manner as question 1, Answer 1 above.
- Q.3. How does the Carrier calculate test period earnings if, during the last twelve (12) months, an employee has missed two (2) months compensated service?
- A.3. The Carrier will go back fourteen (14) months (or however many months necessary) to calculate the test period earnings based on twelve (12) months compensated service.

- Q.4. How will an employee be advised of his test period earnings?
- A.4. Test periods will be furnished to each individual and their appropriate General Chairman.
- Q.5. An employee is off one or more days of a month in the test period account of an on-duty personal injury. Will that month be used in computing test period averages? A.5. Yes, if the employee performed other compensated service during the month.
- Q.6. An Engineer protects an extra board which pays a bonus day to an employee who stays marked up on the board for the entire month. Is this payment included in calculation of test period earnings?
- A.6. Yes.
- Q.7. Is vacation pay received during the test period considered as compensation?
- A.7. Yes.
- Q.B. If an Engineer is on vacation the entire month and the vacation pay therefor is less than his TPA, would he be entitled to draw a displacement for the difference? A.B. Yes.
- Q.9. How is length of service calculated?
- A.9. It is the length of continuous service an employee has in the service of the Carrier, as defined in the Washington Job Protection Agreement of 1936.
- Q.10. If an employee has three years of engine service and three years of train service, how many years of protection will they have?
- A.10. Six.
- Q.11. Claims for a protection guarantee are subject to offset when an employee is voluntarily absent. How are such offsets computed?
- A.11. A prorated portion of the guarantee is deducted for each twenty-four (24) hour period or portion thereof. The proportion varies depending on the number of days in the month and the rest days of a regularly assigned employee. For example, in a thirty (30) day month, the through freight deduction would be 1/30th. For an employee assigned to a six (6) day local, the proration would be 1/26th or 1/27th, depending on how rest days fell. For an unassigned yard employee, the proration would be anywhere from 1/20th to 1/24th, depending on how the rest days fall. A deduction will not be made for an employee required to lay-off due to mileage regulations.
- Q.12. An employee assigned to the extra board lays off for one day. During the period of lay-off, he would not have otherwise had a work opportunity. What offset should be made in the employee's protective claim?
- A.12. A pro rata portion of the guarantee is deducted, such proportion depending on the number of days in the month, i.e., 1/28th, 1/29th, 1/30th or 1/31st. [Except mileage regulation lay-off].

- Q.13. What prorated portion of a protection guarantee will be deducted for an employee working on a guaranteed extra board whereon such employee is entitled to lay off up two (2) days per month without deduction of the extra board guarantee?
- A.13. No deduction will be made from the protection guarantee for the first two (2) days of layoff during the month. Layoffs in excess of two (2) will result in a prorated deduction from the protection guarantee on the basis of the number of days in the month for each day of layoff in excess of two. [Except mileage regulation lay-off.]
- Q.14. How will employees know which jobs are higher rated?
- A.14. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.
- Q.15. Will specific jobs be identified in each grouping?
- A.15. Pools, locals and extra boards, with different monetary guarantees, may be identified separately but yard jobs and road switchers will not be.
- Q.16. What rights does an employee have if he is already covered under labor protection provisions resulting from another transaction?
- A.16. Section 3 of New York Dock permits employees to elect which labor protection they wish to be protected under. By agreement between the parties, if an employee has three years remaining due to the previous implementation of Interdivisional Service the employee may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. If an employee elects New York Dock then he/she cannot later go back to the original protection even if additional years remain. It is important to remember that an employee may not receive duplicate benefits, extend their protection period or count protection payments under another protection provision toward their test period average for this transaction.
- Q.17. Will the Carrier offer separation allowances?
- A.17. The Carrier will review its manpower needs at each location and may offer separation allowances if the Carrier determines that they will assist in the merger implementations. Article I Section 7 of New York Dock permits an employee that is "dismissed" as defined by New York Dock to request a separation allowance within seven days of his/her being placed in dismissed status in lieu of all other benefits.
- Q.18. Does an employee who elects to exercise his seniority outside the Salina Hub and not participate in the formulation of rosters for the new Salina Hub qualify for wage protection?
- A.18. The certification agreed to under Article VII applies only to those employees who are slotted on the newly formed prior rights Zone 2 Salina Hub roster. All employees on prior rights Zone 1 roster have already been certified under the June 27, 1997 Agreement.
- Q.19. In applying the "highest rated job" standard to a protected employee, may the Carrier require an employee to take a higher rated job (or use those earnings as an offset against the protection guarantee) which would require a change in residence?

A.19. No, unless the job is protected from that source of supply point.

Section B:

Q.1. Who is required to relocate and is thus eligible for the allowance?

A.1. An Engineer who can no longer hold a position at his location and must relocate to hold a position as a result of the merger. This excludes Engineers who are borrow outs or forced to a location and released.

Q.2. Are there mileage components that govern the eligibility for an allowance?

A.2. Yes, the Engineer must have a reporting point farther than his old reporting point and at least 30 miles between the current home and the new reporting point and at least 30 miles between reporting points.

Q.3. Can you give some examples?

A.3. The following examples would be applicable.

Example 1: Engineer A lives 80 miles east of Wichita and works a yard assignment at Hutchinson. As a result of the merger, he is assigned to a yard job with an on duty location at Wichita. Because his new reporting point is closer to his place of residence no relocation allowance is given.

Example 2: Engineer B lives 35 miles east of Herington and goes on duty at the SP yard office in Herington. As a result of the merger he goes on duty at the UP yard office in Herington which is one mile away. No allowance is given.

Example 3: Engineer C lives in Pratt and is unable to hold an assignment at that location and must place on an assignment at Herington. The Engineer meets the requirement for an allowance and whether he is a homeowner, a homeowner who sells their home or a non-homeowner determines the amount of the allowance.

Example 4: Engineer D lives in Wichita and can hold an assignment in Wichita but elects to place on an assignment at Herington. Because the Engineer can hold in Wichita, no allowance is given.

Q. 4. Why are there different dollar amounts for non-home owners and homeowners?

A. 4. New York Dock has two provisions covering relocating. One is Article I Section 9 Moving expenses and the other is Section 12 Losses from home removal. The \$10,000 is in lieu of New York Dock moving expenses and the additional \$10,000 or \$20,000 is in lieu of loss on sale of home.

O. 5. Why is there a set amount offered on loss on sale of home?

A. 5. It is an in lieu of amount. Engineers have an option of electing the in lieu of amount or claiming New York Dock benefits. Some people may not experience a loss on sale of home or may not want to go through the procedures to claim the loss under New York Dock.

- Q. 6. What is loss on sale of home for less than fair value?
- A. 6. This refers to the loss on the value of the home that results from the Carrier implementing this merger transaction. In many locations the impact of the merger may not affect the value of a home and in some locations the merger may affect the value of a home.
- Q. 7. Can you give an example?
- A. 7. Prior to the merger announcement a home was worth \$60,000. Due to numerous employees transferring from a small city the value drops to \$50,000. Upon approval of the sale by the Carrier employee is entitled to \$10,000 under Section 12 and the expenses provided under Section 9, or the owner can claim the in lieu of amount of \$30,000.
- Q. 8. If the parties cannot agree on the loss of fair value what happens?
- A. 8. New York Dock Article I Section 12 (d) provides for a panel of real estate appraisers to determine the value before the merger announcement and the value after the merger transaction.
- Q. 9. What happens if an employee sells a home valued at \$50,000 for \$20,000 to a family member?
- A. 9. That is not a bona fide sale and the employee would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q. 10. What is the most difficult part of New York Dock in the sale transaction?
- A. 10. Determine the value of the home before the merger transaction. While this can be done through the use of professional appraisers, many people think their home is valued at a different amount.
- Q.11. Are there any seniority moves that are eligible for an allowance?
- A.11. Yes. A seniority move that permits another employee who would have otherwise been forced to move to remain at the same location will be eligible for an allowance. The move may not trigger other relocation allowances.

SIDE LETTER NO. 2

- Q. 1. Will an Engineer gain or lose vacation benefits as a result of the merger?
- A. 1. SSW Engineers will retain the number of weeks vacation earned for 1998 and 1999 that they would have earned under their previous vacation agreement. Beginning with the 2000 calendar year they will be treated as if they had always been a UP Engineer and will earn identical vacation benefits as a UP Engineer who had the same hire date and same work schedule.
- Q. 2. When the agreement is implemented, which vacation agreement will apply?
- A. 2. The vacation agreements used to schedule vacations for 1998 will be used for the remainder

of 1998 and in 1999.

Q. 3. Will personal leave be applicable to SSW Engineers in 1998?

A. 3. Personal leave days for SSW Engineers will apply effective January 1, 1999. The number of personal leave days applicable to SSW Engineers in 1998 will be prorated based upon actual implementation date.

ATTACHMENT "B"

POOL ALLOCATION

Herington - Kansas City (former SSW 100%)

- | | |
|--------|---------|
| 1. SSW | 7. SSW |
| 2. SSW | 8. SSW |
| 3. SSW | 9. SSW |
| 4. SSW | 10. SSW |
| 5. SSW | 11. SSW |
| 6. SSW | 12. SSW |

Herington - Pratt (former SSW 100%)

- | | |
|--------|---------|
| 1. SSW | 7. SSW |
| 2. SSW | 8. SSW |
| 3. SSW | 9. SSW |
| 4. SSW | 10. SSW |
| 5. SSW | 11. SSW |
| 6. SSW | 12. SSW |

(Turns excess of the highest number shown herein will be filled by Engineers from the zone roster, and thereafter from the common roster)

ATTACHMENT "C"

POOL ALLOCATION

Wichita - Salina (former MP 100%)

1. MP
2. MP
3. MP
4. MP
5. MP

(Turns excess of the highest number shown herein will be filled by Engineers from the zone roster, and thereafter from the common roster)

ATTACHMENT "D"

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE IV(B) OF THE SALINA HUB MERGER AGREEMENT THAT WILL BE APPLICABLE TO THE POOL FREIGHT OPERATIONS IN THE HUB.

1. **Miles Paid** - Each pool shall be paid the established miles between the points of the run for all service and combination deadhead/service with a minimum of a basic day.
2. **Basic Day/Rate of Pay** - The provisions of the November 7 ,1991, Implementing Agreement (BLE) and the May 31, 1986, National/Local Agreement (BLE) will apply.
3. **Transportation-** Transportation will be provided in accordance with Section 2(c) of Article IX of the May 19, 1986, National Arbitration Award (BLE).
4. **Meal Allowances and Eating En Route** - Meal allowances and eating en route will be governed by Sections 2(d) and 2(e) of Article IX of the May 19, 1986, National Arbitration Award (BLE) as amended by the November 7, 1991, Implementing Agreement.
5. **Overtime** - Employees who have an Engineer/train service seniority date prior to October 31, 1985, shall begin overtime the expirations of eight (8) hours for those through freight runs that are two hundred miles or less and on runs in excess of two hundred miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 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 the greater. Employees hired after October 31, 1985, shall be paid overtime in accordance with the National Rules governing same and in the same manner previously paid on the UPED prior to the merger.
6. **Held Away from Home Time** - Engineers in pool freight service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous tour of duty, at the regular rate per hour paid them for the last service performed.
7. **Runarounds** - Engineers not called in their turn will be allowed one-half basic day and stand first out, if not called within eight hours, one basic day will be allowed and Engineer will stand first out. Engineers are not run around when they take the train for which called; however, it will be permissible to run an Engineer out on other than the train for which called, if practicable. Engineers cannot be runaround by Engineers going to a different destination (far terminal).

NOTE: The provisions listed above are terms and conditions that currently apply to Engineers in interdivisional service on the UPED. They are listed here as information and are not meant to be all inclusive but to provide a ready reference for employees previously not familiar with them. The provisions will apply to pool freight service identified in the implementing agreement as the implementing agreement provides for the combining of pools and it is the intent of this agreement to standardize the rules so that employees are governed by the same terms and conditions whether operating in single pools or combined pools.

ATTACHMENT "E"

MILEAGE OF RUNS

Salina to Sharon Springs	242
Salina to Kansas City (Armourdale)	182
Salina to Kansas City (18th Street)	182
Salina to Kansas City (Neff)	190
Salina to Kansas City (ATSF)	189
Salina to Kansas City (BN)	189
Salina to Kansas City (NS)	190
Salina to Kansas City (KCS)	191
Wichita to Salina	124
Herington to Pratt	127
Herington to Kansas City (Armourdale)	147
Herington to Kansas City (18th Street)	147
Herington to Kansas City (Neff)	156
Herington to Kansas City (State Line)	152
Herington to Kansas City (Penn Avenue)	153
Herington to Kansas City (NS)	157
Herington to Kansas City (BNSF)	157
Herington to Kansas City (KCS)	167
Herington to Kansas City (KCS Drawbridge)	171

ATTACHMENT "F"

HEALTH AND WELFARE BENEFITS ELECTION FORM

1. In order to insure appropriate health and welfare benefits are maintained for affected employees as a result of the UP/SP merger, one of the following options must be selected within ninety (90) days from the date this form is received by employees who transfer from one collective bargaining agreement to another:

- (A) Elect to maintain present coverage.
- (B) Elect to accept the health and welfare coverage applicable to the territory to which transferred.

An employee failing to make an election within the above time frame shall be considered as having retained present coverage under Option (A).

(Employee Name)

(Social Security Number)

(Craft)

(Location)

MAIL TO:

Joe Cvetas
Union Pacific Railroad Company
1416 Dodge Street, Room 332
Omaha, NE 68179

APPENDIX J – FIVE-DAY WORK WEEK

FIVE-DAY WORK WEEK AGREEMENTS

OMAHA

**AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
ARTICLE VII
FIVE-DAY WEEK ASSIGNMENTS FOR YARD ENGINEERS**

"Where, with substantial regularity, there are only five days of work per week for a particular assignment, the carrier will bulletin or otherwise establish such assignment for five days per week, and thereafter the Yard Engineers filling such assignment, either the regularly assigned Engineer, or an Extra Engineer, will be paid the five-day week yard rates for service performed on the five days included in such assignment. Service on shifts or on days not included in the assignment will be paid for on the basis and at the rate applicable to the service performed. Rules guaranteeing more than five days per week on yard assignments are hereby modified on carriers where this rule is adopted so as to conform to the principles of this Article VII. Nothing in this Article VII shall be construed to create a guarantee, or to change or modify rules or practices dealing with the carrier's right to annul assignments. Except as specifically provided herein, none of the provisions of Article 3 (Six-Day Work Week) of the Interim Agreement, or Article 3 (Five-Day Work Week) of Agreement 'A', of May 23, 1952, as amended, are affected hereby.

"Any Brotherhood of Locomotive Engineers' General Committee, party to this Agreement, shall have the option of adopting the foregoing rule for the territory covered by the schedule agreement upon serving a sixty day notice to the employing carrier.

"Existing rules, agreements, understandings and practices covering the exercise of seniority rights and the filling of vacancies are not affected by this rule."

Under date of August 20, 1965, the General Chairman of the Brotherhood of Locomotive Engineers served notice on this Carrier to adopt the foregoing Article VII - "Five-Day Week Assignments for Yard Engineers" - of said Mediation Agreement applicable at Omaha, Nebraska.

The sixty day notice requirement of Article VII shall be and is hereby waived by the Carrier and Article VII of the National Agreement dated July 18, 1957 will be placed in effect on October 15, 1965.

IT IS AGREED:

- (1) Assignments meeting the specified criteria - "Where with substantial regularity there are only five (5) days of work per week for a particular assignment" - will be advertised in accordance with that part of Rule 102 of the Agreement between the Union Pacific Railroad Company, Eastern District, and Brotherhood of Locomotive Engineers, effective May 1, 1954, (hereinafter referred to as the "Agreement") reading as follows:

- (a) Runs will be promptly bulletined for period of 4 days (96 hours), computed from 12 o'clock noon on date bulletin is posted at home terminal, as soon as created or become vacant and at the end of the bulletin period the senior Engineer signing the bulletin will be assigned. Bulletins will be posted at designated tie-up points on the seniority district.
 - (b) When a run has been bulletined for four days and no applications are made therefore, the junior Extra Engineer of the district will be assigned, and in case there is more than one forced job, the senior man involved will have his choice.
- (2) When service is required on the sixth and/or seventh day of a five-day assignment the regularly assigned Engineer will be given preference, providing he has filed with the engine dispatcher a written notice of desire to be used. The regularly assigned Engineer will be notified as soon as it is known by the engine dispatcher that the assignment will work on the sixth and/or seventh day.
 - (3) If a holiday occurs on one of the five days of the regular five-day assignment, and the assignment is temporarily discontinued on that day, it will, notwithstanding, be considered a five-day assignment, and will be paid the five-day yard rate for the four days worked.
 - (4) Should a regular five-day assignment be changed to a regular six or seven day assignment, the above Article VII will not be applicable to that particular assignment.
 - (5) When yard service is required on shifts or days not included in regular five-day assignment or when rules of the Agreement provide for yard rates of pay to road Engineers, the rates will be those applicable to Yard Engineers on six and seven day assignments.
 - (6) Appropriate arrangements will be made locally between the Division Superintendent and the Local Committee in placing this Agreement into effect.

Dated this 24th day of September, 1965 at Omaha, Nebraska.

FOR THE EMPLOYEES:

/s/ E.G. BECKER
General Chairman, BofLE

**FOR UNION PACIFIC
RAILROAD COMPANY:**

/s/ N.T. DeLONG
Asst. to Vice President-Labor Relations

October 22, 1984
E-013-22-65-17

Mr. E. G. Becker
General Chairman, BLE
228 Keeline Building
319 So. 17th St. Omaha, NE 68102

Dear Sir:

This refers to our recent conference concerning the adoption of the five-day work week agreement for Omaha dated September 24, 1965 to be applicable to Council Bluffs.

Paragraph four of the September 24, 1965 Agreement states as follows:

"Under date of August 20, 1965 the General Chairman of the Brotherhood of Locomotive Engineers served notice on this Carrier to adopt the foregoing Article VII - 'Five-Day Week Assignments for Yard Engineers' - of said Mediation Agreement applicable at Omaha, Nebraska."

It is agreed *"and Council Bluffs, Iowa"* will be added to the end of the above-quoted paragraph, which is effective immediately.

Yours truly,

/s/ R. D. Meredith
R. D. MEREDITH
Director – Labor Relations/ED
Union Pacific Railroad Co.

AGREED:

/s/ E. G. Becker
General Chairman, BLE

COUNCIL BLUFFS - 04-29-1997

MEMORANDUM OF AGREEMENT
#1305019796
between the
UNION PACIFIC RAILROAD COMPANY
for the territory
EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
FIVE (5) DAY YARD ASSIGNMENTS -
OMAHA/COUNCIL BLUFFS CONSOLIDATED YARD

In conjunction with the "five-day week assignments for Yard Engineers" agreement of September 24, 1965, the UP/MP Merger Implementing Agreement of August 3, 1983, the letter of agreement "E-013-22-&5-17" of October 22, 1984, and the UP/CNW Interpretation Award Agreement of June 3, 1996, the parties signatory hereto agree to convert all existing regularly assigned yard assignments in the Omaha/Council Bluffs Consolidated Yard to five (5) day assignments. The provisions to establish this change follow:

1. Effective May 1, 1997, all existing yard assignments in the Omaha/Council Bluffs Consolidated Yard will be readvertised as new five (5) day assignments under the existing bulletin and assignment rules. The new assignments will become effective at 12:01 a.m. May 12, 1997, and all existing assignments on that same date will be discontinued at the completion of the assigned shift.
2. As the result of the discontinuance of the existing yard assignments, Engineers will not be permitted to displace on the new assignments. Therefore, all interested applicants for the new assignments must apply for such as set forth in Item 1 above.
3. Engineers will not be permitted to work their new assignment without at least eight (9) hours of rest and will be compensated for the first day of service on the new assignment at the straight time rate.
4. Engineers receiving protection payments as the result of previous merger and/or interdivisional agreements will have such protection adjusted to the extent such employees will not receive additional protection payments as the result of occupying a five (5) day yard assignment.
5. It is understood and agreed this Memorandum of Agreement is made without prejudice to either party's position and will not be cited as a precedent in any future like situations.

Signed this 29th day April, 1997.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ Michael Young
M.A. YOUNG
GENERAL CHAIRMAN BLE

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

/s/ L.A. Lambert
L A. LAMBERT
GENERAL DIRECTOR
- LABOR RELATIONS

FIRST DISTRICT GRAND ISLAND, NE.

January 15, 2003
MOA#1201020396
(2510.35)

Mr. M.A. Young
General Chairman BLE
1620 Central Ave, Suite 203
Cheyenne, WY. 82001

Re: Five-Day Work Week Grand Island, Ne., First District

Dear Sir:

This refers to our recent conference concerning the adoption of the May 23, 1952 National Five-Day Work Week agreement as applied for Omaha/Council Bluffs First District Engineers dated September 24, 1965 and October 22, 1984 to be applicable at Grand Island, Nebraska.

It Is Agreed:

1. Existing regularly assigned yard assignments at Grand Island will be converted to five (5) day assignments as provided by the agreements noted above and pursuant to the provisions of Article 3 - Five-Day Work Week National Agreement of May 23, 1952 as follows.
2. Effective January 28, 2003, existing yard assignments at Grand Island will be re-advertised as new five (5) day assignments under existing bulletin and assignment rules. The new assignments will become effective at 12:01 am. January 31, 2003, and all existing assignments on the same date will be discontinued at the completion of the assigned shift.
3. As a result of the discontinuance of the existing yard assignments, Engineers will not be permitted to displace on the new assignments. Therefore, all interested applicants of the new assignments must apply for such as set forth in Section 2 above.
4. Engineers will not be permitted to work their new assignment without at least eight (8) or ten (10) hours rest as required by the Federal Hours Of Service Act and will be compensated for the first day of service on the new assignment at the straight time rate.

Signed this 15th day of January, 2003.

**For The Brotherhood Of
Locomotive Engineers**

/s/ Michael Young
M.A. Young
General Chairman BLE

**For The Union Pacific
Railroad Company**

/s/ F. A. Tamisiea
F.A. Tamisiea
Director — Labor Relations

THIRD SENIORITY DISTRICT – NORTH PLATTE

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)

THIRD SENIORITY DISTRICT

NORTH PLATTE

EFFECTIVE JULY 1, 1976:

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1 Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Third Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2 On or before July 1, 1976, the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3 A work week of five basic days will be established for all Engineers in yard service in the North Platte Yard, Third Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4 Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five

Appendix J

Five-Day Work Week – Third District

consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5 Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6 Effective July 1, 1976, the daily rates of pay for yard service on the Third Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES - EXTRA AND REGULAR ASSIGNMENTS

Section 7

- a. Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service shall be protected from the Engineer extra board.
- b. When no Engineers are available from the protecting extra board, vacancies in yard service will be filled by the senior available regular Yard Engineer on his rest day or days, with written application on file.

LOST TIME - REST DAYS

Section 8

- a. A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight-time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies.
- b. Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week will not be permitted to make up such lost time under the provisions of this Section 8.
- c. Engineers will not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- d. The making up of lost shifts under the provisions of this Section 8 will be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- e. When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.

ASSIGNMENT ANNULLED

Section 9

- a. Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies, provided request is made prior to calling time of such vacancies.

When two or more Engineers stand for service under the provisions of this section, seniority will prevail.

When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment. Engineers so displaced may similarly displace junior Engineers holding yard assignments.

- (b) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, will be effective only for the day on which such assignment is annulled. Affected Engineers will subsequently return to their respective regular yard assignments.
- (c) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (d) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b), and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10 Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11

- a. Existing rules and practices, including those relating to the establishment of regular assignments in yard service, will be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- b. Nothing in this agreement will change or alter any existing rules or practices with

respect to the BLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12 Except as otherwise provided herein, all provisions of Agreement "A" Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952, will apply in the implementation and administration of the five-day work week on the Third Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13 This agreement will be effective July 1, 1976, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 28th day of May, 1976.

**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

FOURTH SENIORITY DISTRICT - CHEYENNE

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
FOURTH SENIORITY DISTRICT
CHEYENNE**

EFFECTIVE JULY 1, 1980:

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Fourth Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before July 1, 1980 the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days will be established for all Engineers in yard service in the Cheyenne yard, Fourth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Appendix J

Five-Day Work Week – Fourth District

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective July 1, 1980, the daily rates of pay for yard service on the Fourth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES - EXTRA AND REGULAR ASSIGNMENTS

Section 7.

- (a) Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service shall be protected from the Engineer extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled by the senior available regular Yard Engineer on his rest day or days, with written application on file.

LOST TIME - REST DAYS

Section 8.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight-time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week will not be permitted to make up such lost time under the provisions of this Section 8.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- (d) The making up of lost shifts under the provisions of this Section 8 will be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.

ASSIGNMENT ANNULLED

Section 9.

- (a) Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra

Engineers for vacancies, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this section, seniority will prevail.

- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment. Engineers so displaced may similarly displace junior Engineers holding yard assignments.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, will be effective only for the day on which such assignment is annulled. Affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b), and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, will be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this agreement will change or alter any existing rules or practices with respect to the BLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 will apply in the implementation and administration of the five-day work week on the Fourth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13. This agreement will be effective July 1, 1980, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Section 14. Co-effective with this agreement the Agreement dated and effective December 27, 1975 covering establishment of a five-day week assignment at Cheyenne is cancelled.

Dated at Omaha, Nebraska this 29th day of June, 1980.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

/s/ E.G. BECKER
General Chairman, BLE

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

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

FIFTH SENIORITY DISTRICT - LARAMIE

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
FIFTH SENIORITY DISTRICT
LARAMIE**

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Fifth Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before June 16, 1975 the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days will be established for all Engineers in yard service in the Laramie Yard, Fifth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Appendix J

Five-Day Work Week – Fifth District

FIVE-DAY YARD RATE

Section 6. Effective June 16, 1975, the daily rates of pay for yard service on the Fifth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES - EXTRA AND REGULAR ENGINEERS

Section 7. Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service shall be protected in the following order:

- (a) From the Engineers' extra board at Laramie.
- (b) When no Engineers are available from the protecting extra board, the provisions of the Agreement dated May 27, 1975 entitled "Engineers' Extra Board – Laramie" are superseded to the extent that vacancies in yard service shall be filled by the senior available regular Yard Engineer on his rest day or days, having an assignment on the same shift, with written application on file.
- (c) When no one is available under paragraphs (a) and (b) above, vacancies shall be filled under the provisions of Section 2 of the Agreement dated May 27, 1975 entitled "Engineers' Extra Board – Laramie".

LOST TIME - REST DAYS

Section 8.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week shall, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers shall be called ahead of Extra Engineers for vacancies occurring on their same shift.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 8.
- (c) Engineers shall not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- (d) The making up of lost shifts under the provisions of this Section 8 shall be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.

ASSIGNMENT ANNULLED

Section 9.

- (a) Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled shall stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this section, seniority shall prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, shall be effective only for the day on which such assignment is annulled, and further, shall be restricted to vacancies or assignments on the same shift in the same yard, and affected Engineers shall subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday shall lay in with his assignment, and the provisions of paragraphs (a), (b), and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor shall such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this agreement shall change or alter any existing rules or practices with

respect to the BofLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Fifth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13. This agreement shall be effective June 16, 1975, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska this 2nd 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

SIXTH SENIORITY DISTRICT - RAWLINS – ROCK SPRINGS – GREEN RIVER

**AGREEMENT
between**

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
SIXTH SENIORITY DISTRICT
RAWLINS – ROCK SPRINGS – GREEN RIVER**

ESTABLISHMENT OF FIVE-DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service will be established on the Sixth Seniority District - Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before June 16, 1971, the designated officers of the Company and the designated representatives of the BLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days will be established for all Engineers in yard service in yards on the Sixth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK - DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective June 16, 1971, the daily rates of pay for yard service on the Sixth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service - Rock Springs

Section 7. When the day or days off of a yard assignment at Rock Springs are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not a part of any regular assignment and no extra list is maintained at that point.

Filling Yard Vacancies – Rest Day Service

Section 8.

- (a) Vacancies in yard service will be protected in the following manner:

First: The senior available regular Engineer on his rest day or days with written application on file who has worked less than five straight-time eight-hour shifts in his work week. Regular Engineers so used shall be paid at the straight time rate for service performed on their rest day or days.

Second: The senior available regular Engineer on his rest day or days with written application on file who has completed five straight-time eight-hour shifts in his work week.

Third: The first-out Extra Engineer.

- (b) A regular Engineer with written application on file who fails to be available on a rest day will thereafter be ineligible for yard service on a rest day in that work week if other Engineers are available.
- (c) The term "senior available regular Engineer" as used herein shall mean an Engineer with not less than 8 hours to work who can be used without interference to his regular assignment.

RULES CHANGED

Section 9. Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.

NATIONAL AGREEMENT APPLIES

Section 10. Except as otherwise provided herein, all provisions of Agreement "A" Article 3 (Five-Day

Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Sixth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 11. This agreement shall be effective June 16, 1971, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations - Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska this 17th day of May, 1971.

**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

NINTH SENIORITY DISTRICT - SALINA

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
9TH SENIORITY DISTRICT
SALINA**

Establishment of Five-Day Work Week

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the 9th Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

Rebulletining of Yard Assignments

Section 2. On or before December 27, 1979 the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

Work Week Defined

Section 3. A work week of five basic days shall be established for all Engineers in yard service in yards on the 9th Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Consist of Work Week - Days Off

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" -Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Relief Assignments

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Five-Day Yard Rate

Section 6. Effective November 1, 1979, the daily rates of pay for yard service on the 9th Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service - Ellis - Junction City

Section 7. When the day or days off of a yard assignment at Ellis or Junction City are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not part of any regular relief assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Extra and Regular Engineers

Section 8.

- (a) Except as otherwise provided by Section 9 and 10 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled in the following manner:
 - (1) By the senior available regular Yard Engineer on his rest day or days, having an assignment on the same shift, with written application on file.
 - (2) By the senior available regular Yard Engineer with written application on file who has sufficient time under the Hours of Service Act to work the vacancy. An Engineer used under this provision who is rendered ineligible for his own assignment may make up such lost time as provided by Section 9 hereof.

Lost Time - Rest Days

Section 9.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies occurring on their same shift.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 9.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 9 in excess of the number of shifts lost during such work week, except as provided by Section 8.
- (d) The making up of lost shifts under the provisions of this Section 9 shall be confined to the rest days of the work week in which such lost shifts occurs; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.

- (e) When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.

Assignment Annulled

Section 10.

- (a) Except as provided by paragraph (e) of this Section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this Section, shall be effective only for the day on which such assignment is annulled and, further, shall be restricted to vacancies or assignments on the same shift and in the same yard, and affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this Section shall be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this Section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 9 above.

Failure to be Available

Section 11. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 8 or 9 above who refuse or fail to be available when called for such service will thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 8 or 9 in any subsequent work week until a new application has been filed.

Rules Changed

Section 12.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.

- (b) Nothing in this Agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

National Agreement Applies

Section 13. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Ninth Seniority District.

Effective Date – Modifications

Section 14. This Agreement shall be effective January 1, 1980, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 9th day of October, 1979.

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS

/s/ E.G. BECKER
General Chairman, BLE

FOR THE UNION PACIFIC RAILROAD

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

TWELTH SENIORITY DISTRICT - GREEN RIVER

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
12TH SENIORITY DISTRICT
GREEN RIVER**

ESTABLISHMENT OF FIVE DAY WORK WEEK

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the 12th Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

REBULLETINING OF YARD ASSIGNMENTS

Section 2. On or before October 1, 1982, the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

WORK WEEK DEFINED

Section 3. A work week of five basic days shall be established for all Engineers in yard service in the yard, 12th Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

CONSIST OF WORK WEEK – DAYS OFF

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

RELIEF ASSIGNMENTS

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

FIVE-DAY YARD RATE

Section 6. Effective October 1, 1982, the daily rates of pay for yard service on the 12th Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

FILLING YARD VACANCIES – EXTRA AND REGULAR ENGINEERS

Section 7.

- (a) Except as otherwise provided by Sections 8 and 9 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled by the senior available regular Yard Engineer on his rest day or days, with written application on file.

LOST TIME – REST DAYS

Section 8.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 8.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 8 in excess of the number of shifts lost during such work week, except as provided by Section 7.
- (d) The making up of lost shifts under the provisions of this Section 8 will be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.
- (e) When two or more Engineers stand for service under the provisions of this section, seniority will prevail.

ASSIGNMENT ANNULLED

Section 9.

- (a) Except as provided by paragraph (e) of this section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose

assignment is annulled may displace a junior Engineer holding a yard assignment. Engineers so displaced may similarly displace junior Engineers holding yard assignments.

- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this section, shall be effective only for the day on which such assignment is annulled. Affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this section will be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 8 above.

FAILURE TO BE AVAILABLE

Section 10. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

RULES CHANGED

Section 11.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, will be changed or eliminated to conform to the provisions of Agreement "A" – Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.
- (b) Nothing in this agreement will change or alter any existing rules or practices with respect to the BLE Schedule except as provided herein.

NATIONAL AGREEMENT APPLIES

Section 12. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five Day Work Week) of the National Agreement of May 23, 1952 will apply in the implementation and administration of the five-day work week on the Twelfth Seniority District.

EFFECTIVE DATE - MODIFICATIONS

Section 13. This Agreement will be effective October 1, 1982, subject to modification or change as provided in the. Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the

Director of Labor Relations-Eastern District and the General Chairman of the BLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 16th day of September, 1982.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E.G. Becker
General Chairman, BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

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

FOURTEENTH SENIORITY DISTRICT - DENVER-STERLING

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
FOURTEENTH SENIORITY DISTRICT
DENVER-STERLING**

Establishment of Five-Day Work Week

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the Fourteenth Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

Rebulletining of Yard Assignments

Section 2. On or before March 1, 1972 the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

Work Week Defined

Section 3. A work week of five basic days shall be established for all Engineers in yard service in yards on the Fourteenth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Consist of Work Week - Days Off

Section 4. Subject to the conditions set forth in Sections 4 and 11 of Agreement "A" -Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Relief Assignments

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Five-Day Yard Rate

Section 6. Effective March 1, 1972, the daily rates of pay for yard service on the Fourteenth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service – Sterling

Section 7. When the day or days off of a yard assignment at Sterling are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not part of any regular relief assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Extra and Regular Engineers

Section 8.

- (a) Except as otherwise provided by Section 9 and 10 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled in the following manner:
 - (1) By the senior available regular Yard Engineer on his rest day or days, ~~having an assignment on the same shift,~~ with written application on file.
 - (2) By the senior available regular Yard Engineer with ~~written~~ application on file who has sufficient time under the Hours of Service Act to work the vacancy. An Engineer used under this provision who is rendered ineligible for his own assignment may make up such lost time as provided by Section 9 hereof.

Lost Time - Rest Days

Section 9.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon ~~written~~ application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies ~~occurring on their same shift.~~
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 9.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 9 in excess of the number of shifts lost during such work week, except as provided by Section 8.
- (d) The making up of lost shifts under the provisions of this Section 9 shall be confined to the rest days of the work week in which such lost shifts occurs; however, Engineers who

are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.

- (e) When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.

Assignment Annulled

Section 10.

- (a) Except as provided by paragraph (e) of this Section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this Section, shall be effective only for the day on which such assignment is annulled, and further, shall be restricted to vacancies or assignments on the same shift and in the same yard, and affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this Section shall be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this Section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 9 above.

Failure to be Available

Section 11. Regularly assigned Yard Engineers with ~~written~~ application on file to be used on their rest days under the provisions of Sections 8 or 9 above who refuse or fail to be available when called for such service will thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 8 or 9 in any subsequent work week until a new application has been filed.

(Strikethrough – See Agrmt. 5-12-82)

Rules Changed

Section 12.

- (a) Existing rules and practices, including those relating to the establishment of regular

assignments in yard service, shall be changed or eliminated to conform to the provisions of Agreement "A" – Article 3 (Five-day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.

- (b) Nothing in this Agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

National Agreement Applies

Section 13. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Fourteenth Seniority District.

Effective Date – Modifications

Section 14. This Agreement shall be effective March 1, 1972, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 10th day of February, 1972.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E.G. Becker
General Chairman

**FOR THE UNION PACIFIC
RAILROAD CO.:**

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

SEVENTEENTH-EIGHTEENTH SENIORITY DISTRICT - MARYSVILLE-HASTINGS

AGREEMENT

**between
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**

**and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**FIVE-DAY WORK WEEK - YARD SERVICE (ENGINEERS)
SEVENTEENTH-EIGHTEENTH SENIORITY DISTRICT
MARYSVILLE-HASTINGS**

Establishment of Five-Day Work Week

Section 1. Pursuant to the provisions of Section 1, paragraphs (a) and (b) of Article 3 (Five-Day Work Week) of the National Agreement of May 23, 1952 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, a work week of five basic days in yard service shall be established on the Seventeenth-Eighteenth Seniority District-Eastern District, subject to the provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, except as otherwise provided by the terms and conditions hereinafter specified.

Rebulletining of Yard Assignments

Section 2. On or before June 1, 1979 the designated officers of the Company and the designated representatives of the BofLE will meet and agree on details and methods for establishing a five-day work week for all yard assignments, rebulletining and reassigning yard jobs to conform with the Five-Day Work Week.

Work Week Defined

Section 3. A work week of five basic days shall be established for all Engineers in yard service in yards on the Seventeenth-Eighteenth Seniority District. The term "work week" for regularly assigned Yard Engineers shall mean a week beginning on the first day on which the assignment is bulletined to work.

Consist of Work Week - Days Off

Section 4. Subject to the conditions set forth in sections 4 and 11 of Agreement "A" -Article 3 (Five-Day Work Week) of the 1952 National Agreement, the work week shall consist of five consecutive days with two consecutive days off in each seven.

Relief Assignments

Section 5. Regular relief assignments, when established, shall consist of five consecutive designated days of service and definite starting times within the time periods specified in the starting time rules.

Five-Day Yard Rate

Section 6. Effective June 1, 1979, the daily rates of pay for yard service on the Seventeenth-Eighteenth Seniority District shall be those specified by the governing agreements applicable to Engineers in yard service having a work week of five basic days.

Rest Day Service – Hastings

Section 7. When the day or days off of a yard assignment at Hastings are to be filled, the regular Yard Engineer on the same shift will be used and paid for such service on his rest day or days at the straight time rate of pay, when the day or days off of the yard assignment are not part of any regular relief assignment and no extra list is maintained at that point.

Filling Yard Vacancies - Extra and Regular Engineers

Section 8.

- (a) Except as otherwise provided by Section 9 and 10 hereof, vacancies in yard service will be protected from the Engineers' extra board.
- (b) When no Engineers are available from the protecting extra board, vacancies in yard service will be filled in the following manner:
 - (1) By the senior available regular Yard Engineer on his rest day or days, having an assignment on the same shift, with written application on file.
 - (2) By the senior available regular Yard Engineer with written application on file who has sufficient time under 'the Hours of Service Act to work the vacancy. An Engineer used under this provision who is rendered ineligible for his own assignment may make up such lost time as provided by Section 9 hereof.

Lost Time - Rest Days

Section 9.

- (a) A regularly assigned Yard Engineer who, through no fault of his own, has not worked five straight time eight hour shifts in his work week will, upon written application, be permitted to make up such lost shift or shifts on one or more of his rest days, and such Engineers will be called ahead of Extra Engineers for vacancies occurring on their same shift.
- (b) Regularly assigned Yard Engineers who lay off or otherwise render themselves unavailable for service on an assigned work day or days in their work week shall not be permitted to make up such lost time under the provisions of this Section 9.
- (c) Engineers will not be called for service on a rest day or days under the provisions of this Section 9 in excess of the number of shifts lost during such work week, except as provided by Section 8.
- (d) The making up of lost shifts under the provisions of this Section 9 shall be confined to the rest days of the work week in which such lost shifts occur; however, Engineers who

are unable to make up lost shifts because of insufficient vacancies will be permitted to make up such lost shifts on subsequent rest days.

- (e) When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.

Assignment Annulled

Section 10.

- (a) Except as provided by paragraph (e) of this Section, a regularly assigned Yard Engineer whose assignment is temporarily annulled will stand for service ahead of Extra Engineers for vacancies occurring on his shift, provided request is made prior to calling time of such vacancies. When two or more Engineers stand for service under the provisions of this Section, seniority will prevail.
- (b) When no vacancies are available, a regularly assigned Yard Engineer whose assignment is annulled may displace a junior Engineer holding a yard assignment on the same shift. Engineers so displaced may similarly displace junior Engineers holding yard assignments on the same shift.
- (c) The filling of vacancies, or displacements made by regularly assigned Yard Engineers under the provisions of this Section, shall be effective only for the day on which such assignment is annulled and, further, shall be restricted to vacancies or assignments on the same shift and in the same yard, and affected Engineers will subsequently return to their respective regular yard assignments.
- (d) When a regular yard assignment is annulled for more than one day the procedures set forth in this Section shall be applied on each successive day on which such assignment is annulled.
- (e) A regularly assigned Yard Engineer whose assignment is annulled on a holiday will lay in with his assignment, and the provisions of paragraphs (a), (b) and (c) of this Section shall not apply to such Engineer. However, if such Engineer does not qualify for holiday pay he will be permitted to make up the lost time as provided by Section 9 above.

Failure to be Available

Section 11. Regularly assigned Yard Engineers with written application on file to be used on their rest days under the provisions of Sections 7 or 8 above who refuse or fail to be available when called for such service shall thereafter be ineligible for yard service in that work week, nor will such Engineers be considered eligible for such service under the provisions of Sections 7 or 8 in any subsequent work week until a new application has been filed.

Rules Changed

Section 12.

- (a) Existing rules and practices, including those relating to the establishment of regular assignments in yard service, shall be changed or eliminated to conform to the

provisions of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement, and the provisions of this Agreement, in order to implement the operation of the reduced work week on a straight time basis.

- (b) Nothing in this Agreement shall change or alter any existing rules or practices with respect to the BofLE Schedule except as provided herein.

National Agreement Applies

Section 13. Except as otherwise provided herein, all provisions of Agreement "A" - Article 3 (Five Day Work Week) of the National Agreement of May 23, 1952 shall apply in the implementation and administration of the five-day work week on the Seventeenth-Eighteenth Seniority District.

Effective Date – Modifications

Section 14. This Agreement shall be effective June 1, 1979, subject to modification or change as provided in the Railway Labor Act, as amended; except that the parties hereto, having in mind conditions which exist or may arise in the application of the five-day work week, agree that the Director of Labor Relations-Eastern District and the General Chairman of the BofLE may enter into additional written understandings to implement the purpose of Agreement "A" - Article 3 (Five-Day Work Week) of the 1952 National Agreement to implement the operation of the reduced work week on a straight time basis.

Dated at Omaha, Nebraska, this 14th day of May, 1979.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

**FOR THE UNION PACIFIC
RAILROAD:**

/s/ E.G. BECKER
General Chairman, BLE

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

1952 NATIONAL AGREEMENT - ARTICLE 3

ARTICLE 3 - FIVE-DAY WORK WEEK

Section 1

- (a) Beginning on the date this Article 3 becomes effective on any carrier, such carrier will establish for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Engineers, a work week of five basic days. Except as otherwise provided in this Article 3, the work week will consist of five consecutive days with two days off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.
- (b) The designated officer or officers on each railroad and the representative or representatives designated by the Brotherhood will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the five-day week. After all initial changes have been made to place the five-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

Section 2

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work. Engineers

Section 3

- (a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving.
- (b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving.
- (c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

- (d) Rules providing for assignments of crews for a fixed period of time which shall be for the same hours daily will be relaxed only to the extent provided in (a) and (b) of this Section 3.
- (e) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4

- (a) Accumulation. - Agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.
- (b) Days Off. - In cases where day or days off is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day or days may be filled by using the regular men and be paid for at straight-time rate.
- (c) Non-consecutive days. - If the representatives of the parties fail to agree upon the establishment of non-consecutive days off at any point, the carrier may nevertheless establish non-consecutive days off subject to the right of the employees to process the dispute as a grievance or claim under the rules agreement.

Section 5 - Regular Employees

- (a) Existing rules which relate to the payment of daily Overtime for regular assigned employees and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on assignments which conform with the provisions of Section 3 of this article shall be paid for at the straight-time rate.
- (b) Regular assigned yard and hostling service employees worked as such more than five straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:
 - (1) As provided in Section 4 (a) and (b);
 - (2) When changing off where it is the practice to work alternately days and nights for certain periods;
 - (3) When working through two shifts to change off;
 - (4) Where exercising seniority rights from one assignment to another;
 - (5) Where paid straight-time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight-time rate is paid to an employee for other service performed or started during the course of his regular tour of duty, such additional day

will not be utilized in computing the five straight-time eight-hour shifts referred to in this paragraph (b).

- (c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight-time rate for work referred to in paragraph (b) of this Section 5, be utilized in computing the five straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.
- (d) Any tour of duty in road service shall not be considered in any way in connection with the application of this agreement, nor shall service under two agreements be combined in computations leading to overtime under the five-day week.

Section 6 - Extra Employees

- (a) Existing rules which relate to the payment of daily overtime for extra employees and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of eleven straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

Notes: It is recognized that the carrier is entitled to have an extra employee work eleven straight time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may he worked under provisions of the Agreement of August 11, 1948. After an extra man has worked eleven straight time shifts in yard and hostling service in a semi-monthly period he will remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such service at the straight time rate.

- (b) In the event an additional day's pay at the straight time rate is paid to an extra employee for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the eleven straight time shifts referred to in paragraph (a) of this Section.
- (c) The principles outlined in Section 5 (c) and (d) shall be applicable to extra employees in the application of this Section 6. Beginning on the date the five-day work week becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949 shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

Section 7

Beginning on the date the five-day work week becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949 shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and

road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned

Note: The amendments to such Vacation Agreement made by this Section 7 as applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service,

Section 1(a) - 1(b). Add:

In the application of Section 1(a) and 1(b) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which the five-day work week becomes effective, shall not be changed.

Section 1(d). Add "Note": The 60 and 30 calendar days referred to herein shall not be subject to the 1.2 computation provided for in Sections 1(a) and 1(b).

Section 2(a). Add: Yard Service

An employee receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(0) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five minimum basic days' pay at the rate of the last yard service rendered.

Section 2(b). Add

Yard Service

An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by

the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(0) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof; under Section 1(b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held the organizations signatory to the Vacation Agreement effective July 1, 1949, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten minimum basic days' pay at the rate of the last yard service rendered.

Section 9. Add:

With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

General

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

Section 8

Existing weekly or monthly guarantees in yard or hostling service producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 9

- (a) All regular or regular relief assignments shall be for five consecutive calendar days per week of not less than eight consecutive hours per day, except as otherwise provided in this Article 3.
- (b) An employee on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employee working more than five days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

- (c) A regular assigned employee in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed eleven straight time days. He will then be subject to the "Note" under Section 6 of this Article 3.
- (d) An employee who leaves an extra board for a regular or regular relief assignment will work the days of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.
- (e) Except as provided in paragraphs (b), (c) and (d) of this Section -

Regular employees will not be permitted to work more than five straight time eight-hour shifts in a work week,

Extra employees will not be permitted to work more than eleven straight time eight-hour shifts in a semi-monthly period in yard or hostling service, and each excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c).

Section 10

- (a) The provisions of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.
- (b) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 11

Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 12

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

APPENDIX K- MISCELLEANOUS

AUTOMATIC MARK-UP

**AGREED UPON INTERPRETATION OF
ARTICLE VII-BLET NATIONAL AGREEMENT**

DATED DECEMBER 16, 2003

**between
UNION PACIFIC RAILROAD COMPANY**

**and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN**

AUTOMATIC MARK-UP INTERPRETATION

On July 7, 2004, Union Pacific Railroad Company ("UP") served notice pursuant to Article VII of the 2003 BLE National Agreement on the Brotherhood of Locomotive Engineers and Trainmen ("BLET") advising of its intent to reach a mutual understanding and interpretation relative to, *"the automatic mark up of employees for service after the expiration of any period of authorized or approved time off..."*

Pursuant thereto, this is the parties' mutual interpretation of Article VII of the above referenced National Agreement governing the manner in which Engineers will be automatically marked up for service upon expiration of their approved/authorized absence. Accordingly, **IT IS UNDERSTOOD:**

- I. Engineers will be automatically marked up for service upon expiration of any period of time off (absence) authorized/approved by UP, regardless of whether the time off is compensated or non-compensated.
- II. Engineers marked up for service pursuant to this interpretation will be governed by the following:
 - A. Engineers, except those assigned in pool (unassigned) freight service or to a road or combination extra board, will be automatically marked up and available for service upon expiration of the approved/authorized duration of their absences.
 - B. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are less than 72 hours will be automatically marked up and available for service upon expiration of the approved/authorized duration of their absences.

C. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are 72 hours or greater and expire between 8:00 a.m. and 10:30 p.m. will be automatically marked up for service and available for service upon expiration of their approved/authorized absence.

D.

1. Engineers assigned in pool (unassigned) freight service or to a road or combination extra board whose approved/authorized absences are 72 hours or greater and expire between 10:31 p.m. and 7:59 a.m. will be automatically marked up upon expiration of their approved/authorized absences but will not be eligible or called for an assignment that starts prior to 7:59 a.m. Engineers covered by this Paragraph D will be available for service for an assignment starting subsequent to 7:59 a.m. – i.e., marked-up Engineers can be called prior to 8:00 a.m. for an assignment that starts subsequent to 7:59 a.m.
2. The freight pool turn or extra board position occupied by an Engineer covered by this Paragraph D will continue to rotate within the pool or extra board during the period he/she is unavailable for service pursuant to Paragraph D except that if his/her pool turn or extra board position reaches the first-out position before he or she is available for service the Engineer's pool turn or extra board position will be held in the first-out position until he/she is available for service or call.

E.

1.
 - a. The time between when an Engineer marks up for service and the time when said Engineer is available for service pursuant to Paragraph D, above, will not be considered as "unavailable" or "absence time" for purposes of determining applicable guarantee benefits due said Engineer, if any, and will not be used to offset any applicable guarantee payments.
 - b. In determining the number of layoff occurrences an Engineer makes during a payroll period, a continuous period of unavailability for call for the same reason (status code) shall count as only one occurrence regardless of the number of timely requests (requests made before expiration of the previously approved time off) that are made by the Engineer for extension of the time off.

EXAMPLE 1: An Engineer requests and is granted 24 hours off "personal" (status code: LP). Twenty-three hours later, the employee requests a 24-hour extension, which is approved. Since this continuous absence is an extension, this constitutes one occurrence and 48 hours of unavailability.

EXAMPLE 2: An Engineer requests and is granted 24 hours off "personal" (status code: LP). Twenty-seven hours later the Engineer requests and is granted another 24 hours "personal" (status code: LP). Since this request was not made prior to expiration of the

previously approved time off, this constitutes two occurrences and 48 hours of unavailability.

EXAMPLE 3: An Engineer requests and is granted 24 hours off "personal" (status code: LP). Twenty-three hours later the employee requests and is granted 24 hours off "sickness in family" (status code: LK). Since this lay off is for a different reason, this constitutes two occurrences and 48 hours of unavailability.

2. The time between when an Engineer marks up for service and the time when said Engineer is available for service pursuant to Paragraph D, above, will not be considered as "unavailable" or "absence time" for purposes of determining applicable labor protection benefits due said Engineer, if any, and will not be used to offset applicable labor protection payments.

III.

A All requests for time off must be made to the appropriate UP representative (CMS or other designated representatives) who will determine whether the request for time off is approved and, if approved, the duration of the absence.

NOTE 1: This Article III, Section A is not intended to supersede existing legal or contractual obligations for employees being granted time off.

NOTE 2: Existing agreement provisions requiring sufficient employees to provide reasonable layoff provisions remain in full force and effect and are unaffected by this Interpretation.

NOTE 3: This Interpretation is intended to require employees on a leave of absence for reasons of injury or illness to provide a projected return to service date.

NOTE 4: UP's approval of an employee's request for time off shall take into account the nature of the employee's request or need and UP's service needs.

NOTE 5: UP will give appropriate consideration to an employee's specific needs when determining whether to approve the layoff request and its duration. BLET and UP recognize these approvals must be balanced against UP's service needs.

NOTE 6: When UP designates representatives other than CMS to determine whether requests for time off are approved, such designee must be identified and readily available, with telephone numbers of the designee(s) provided to the employee, so the designee(s) can be contacted and make such determinations. In the event a designee is not available and does not respond to the employee's request within 30 minutes, the employee's request for time off will be handled by CMS consistent with the needs of service.

APPROVED:

/s/ D. L. McPherson
D.L. McPherson
Vice President

/s/ E. L. Pruitt
E.L. Pruitt
Vice President

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 609
Pocatello, ID 83204

Mr. G. Gore
General Chairman
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1448 MacArthur Avenue
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Mr. D. W. Hannah
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Mr. B. D. MacArthur
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501 No. Second Street
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Mr. C. R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
320 Brookes Drive, Suite #115
Hazelwood, MO 63042

Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
1620 Central Avenue, Suite #203
Cheyenne, WY 82001

Gentlemen:

This has reference to our discussions in connection with the "Agreed Upon Interpretation of Article VII - BLET National Agreement Dated December 16, 2003, between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers & Trainmen, dated January 6, 2005.

During the parties' negotiations, BLET voiced a concern that following execution of the Interpretation referenced above, UP might adopt a position that this Interpretation was sufficient to address fatigue abatement issues. This letter will confirm UP's commitment to work with BLET to explore in good faith feasible, effective, and scientifically validated approaches for reducing fatigue at locations or in operations where legitimate evaluations and data suggest UP's BLET-represented employees are not obtaining sufficient or proper rest opportunities.

If the foregoing accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

**AGREED UPON QUESTIONS AND ANSWERS TO THE INTERPRETATION OF ARTICLE VII OF THE
DECEMBER 16, 2003 BLET NATIONAL AGREEMENT**

Q1. What is meant by the phrase "authorized or approved time off"?

A1. This phrase is intended to mean the time such as, but not limited to, when an employee is off account of personal illness, Family and Medical Leave Act, personal leave days, vacations, or any other approved time off.

Q2. What is the minimum duration for an absence due to illness?

A2. An absence due to sickness will not be approved/authorized for a duration of less than 24 hours, unless otherwise specified in the collective bargaining agreement.

Q3. Can an employee who is granted a non-compensated absence, such as an absence due to illness, mark up prior to the expiration of the minimum required time off?

A3. Yes, unless otherwise prohibited from doing so by existing Agreement rules or by applicable Agreement rules providing for a minimum layoff period.

Q4. What is meant by the phrase *"...will be automatically marked up and available for service upon expiration of the approved/authorized duration of their absences..."*?

A4. An employee will, coincident with the expiration of his or her authorized or approved leave, automatically be placed in OK status and thereafter be subject to call under the current collective bargaining agreement, subject to the conditions outlined in Article II Paragraph D of this Interpretation.

Q5. Can an employee be called for service prior to the expiration of his/her authorized or approved absence?

A5. No, unless the employee has elected to mark up prior to the expiration of the approved time off.

Q6. Provide an example relative to Q4/A4 and Q5/A5 above.

A6. At 2:00 pm on Wednesday Employee A contacts UP and requests to be off for 24 hours due to a personal illness. Employee A is granted 24 hours off due to illness. Employee A is automatically placed into OK status (marked-up) at 2:00 pm the following day (Thursday). Employee A can receive a call to service anytime thereafter, subject to the terms and conditions of the calling rule. Employee A cannot be called for service between 2:00 pm Wednesday and 1:59 pm Thursday.

Q7. Provide an example of the application of Article II, Section D of this Interpretation.

A7. Employee B marks up at 11:00 pm from a 72-hour absence. Pursuant to Article II,

Paragraph D, Employee B would, consistent with the calling requirements under the current collective bargaining agreement (e.g., if the pool required a 2-hour call), Employee B could be called at 6:00 am for an assignment that starts (on-duty time) at 8:00 am.

Q8. What is the reason for the morning mark-up after absences of 72 hours or more in Article II, Paragraph D?

A8. Article II, Paragraph D reflects the parties' efforts to provide employees returning from absences of 72 hours or more an opportunity for additional rest in order to help ensure they are fully rested and prepared to perform service in a safe and efficient manner. Employees are expected to use this opportunity to acquire proper or additional rest.

Q9. Can an employee voluntarily forego the morning mark-up requirement if he chooses?

A9. No. If the employee is rested and ready for service and wants to be immediately placed in OK status, then he or she should mark up prior to 10:31 pm.

Q10. What is meant by Article II, Section E, Paragraph 1 a?

A10. Employees returning from absences of 72 hours or greater will not have any applicable guarantee and/or bonus day payments adversely impacted while complying with the morning mark-up provisions since they are marked-up for service and working their way up the board and eventually held first out for service until available for a call to duty on or after 8:00 am.

Q11. Is the intent of Article II, Section E, Paragraph 1b to redefine how layoff occurrences are handled under the respective individual collective bargaining agreements?

A11. No. The parties recognize that different applications regarding how layoff occurrences are accumulated are currently in place on the individual Committees involved in this Interpretation. This Interpretation does not change the current practice on those properties other than it identifies a status change as an additional layoff occurrence.

Q12. What is meant by Notes 4 and 5 in Article III, Section A?

A12. Notes 4 and 5 simply require that a reasonable determination be made at the time of the employee's request for time off that balances the employee's needs with that of the manpower necessary to satisfy UP's service requirements.

Q13. Provide an example of how Note 6 in Article III, Section A would be applied.

A13. Employee A becomes ill at 4:00 AM on Saturday morning. Employee A contacts CMS who informs him/her that he/she must talk to Manager B prior to being marked off sick. The crew dispatcher immediately attempts to conference Employee A in with Manager B to handle the request. If Manager B is unavailable, a message is left on his recorder requesting a return call to Employee A. If no return call is received within 30 minutes, Employee A will contact CMS who will handle the request.

Q14. Is this Interpretation intended to alter the current practice on the properties regarding the

granting of authorized or approved absences?

A14. Yes, to the extent that this interpretation requires that after UP approves an absence and its duration, the employee must be advised of the approved duration (or mark-up time). This interpretation does not supersede any Agreement or legal obligations for granting employees time off (such as for jury duty, union business, etc). The intent of this Interpretation is to provide UP with specific information regarding an employee's return to service so that they can better plan for and meet their manpower requirements.

Q15. How will a request for an extension of an absence due to illness be handled?

A15. A request for an extension of an absence due to illness will be handled by CMS or its designated representative in the same manner as the initial request to lay off due to illness.

Q16. How are failures to report at the end of an authorized leave to be handled?

A16. They will continue to be handled in the manner currently in place on the property.

Q17. Is this Interpretation intended to change or alter individual agreements governing offsets to protection benefits?

A17. No.

November 30, 2004

File No. 140.40-8
2210-1
1615-1
390.60-1

Mr. M. A. Young
General Chairman, BLET
1620 Central Ave, Ste 203
Cheyenne, WY 82001

Dear Sir:

This will confirm our discussion concerning the intent of the Agreed Upon Interpretation of Article VII-BLET National Agreement dated December 16, 2003.

The parties agree that the Automatic Mark-up Interpretation referenced above does not eliminate or deprive an employe the ability to extend their unavailability for up to forty-eight (48) hours from 12:01 A M. on the day after the employe's vacation expires as provided in Section D (1)(b) of the Split Vacation Agreement dated October 23, 1992.

In connection with the extended period provided in Section D (1)(b), employes will be automatically marked up at the expiration of the scheduled absence. Any duration will be subject to proper notification to CMS no later than the automatic mark up time.

If this correctly reflects our understanding of the intent of this agreement, please sign below in the space provided.

Respectfully,

/s/ S. F. Boone
S. F. Boone
Director Labor Relations

AGREED:

/s/ Michael Young
M. A. Young
General Chairman, BLET

Union Pacific Railroad Company

April 7, 2005

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P. O. Box 609
Pocatello, ID 83204

Mr. G. Gore
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
1448 MacArthur Avenue
Harvey, LA 70058

Mr. D. W. Hannah
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
404 No. 7th Street
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Mr. B. D. MacArthur
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
501 No., Second Street
Clinton, IA 52732

Mr. C. R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
320 Brookes Drive, Suite #115
Hazelwood, MO 63042

Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
1620 Central Avenue, Suite #203
Cheyenne, WY 82001

Gentlemen:

This letter is in regard to the *"Agreed Upon Interpretation of Article VII - BLET National Agreement Dated December 16, 2003 between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers & Trainmen,"* signed January 6, 2005, and the findings of Public Law Board No. 6830 in its *"Opinion and Award"* dated March 24, 2005.

As you are aware, the *"Automatic Mark-Up Interpretation Agreement"* referenced above, which has been signed by all BLET General Chairmen except Mr. Rightnowar, sets forth the terms and conditions for an automatic mark-up rule on UP, excluding the territory comprising the MP Upper Lines. The terms and conditions for the automatic mark-up rule on the MP Upper Lines territory have been established by Public Law Board No, 6830 and are identical to those contained in the ratified Agreement dated January 6, 2005.

In view of the foregoing, UP intends to now proceed with implementation of the automatic mark-up rule provisions. Accordingly, the purpose of this letter is to advise that UP will implement the provisions the above-referenced Agreement and the findings of Public Law Board No. 6830 on or after May 1, 2005. Finally, and as information, a similar agreement with the United Transportation Union governing the terms and conditions for an automatic mark-up rule for trainmen/yardmen is also being implement on May 1.

We will work with representatives of your organization to ensure a smooth and efficient implementation of this accord.

Yours truly,

/s/ A. Terry Olin

cc: Mr. J. J. Marchant
Mr. R. D. Meredith
Mr. R. Gregory
Ms. S. F. Boone
Ms. M. J. Ahart
Mr. T. M. Stone
Mr. R. D. Rock
Mr. A. L. Weed
Mr. A. C. Hallberg - Roseville, CA
Mr. R. P. Guidry - Spring, TX
Mr. D. H. Jacobson - Mail Stop 1180
Mr. M. Brazytis - WT08
Mr. T. L. Dein - WT07
Mr. H. A. Straub - WT08
Mr. D. S. Martinez - WT07
Mr. J. A. Caldwell, II - WT08
Mr. A. A. Zabawa - PNG06
Mr. T. F. Jacobi - Roseville, CA
Mr. L. M. Fritz - Mail Stop 1080
Mr. J. M. Santamaria - Kansas City, MO
Mr. C. O. Malone - Spring, TX
Mr. W. S. Hinckley - Mail Stop 1180
Mr. S. R. Barkley - HDC

HOLDING TURN AGREEMENT RESULT OF RSIA 2008 – JULY 10, 2009

UNION PACIFIC RAILROAD COMPANY

July 10, 2009
880.10-1; 880.10-4; 880.10

Mr. J.L. Dayton
General Chairman
Brotherhood of Locomotive Engineers
& Trainmen
PO Box 609
Pocatello, ID 83204-0609

Mr. B.D. MacArthur
General Chairman
Brotherhood of Locomotive Engineers
& Trainmen
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Mr. G.L. Gore
General Chairman
Brotherhood of Locomotive Engineers
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1448 MacArthur Avenue
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Mr. C.R. Rightnowar
General Chairman
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320 Brookes Drive, Suite 115
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Mr. D.W. Hannah
General Chairman
Brotherhood of Locomotive Engineers
& Trainmen
404 North 7th Street, Suite A
Colton, CA 92324

Mr. M.A. Young
General Chairman
Brotherhood of Locomotive Engineers
& Trainmen
1620 Central Avenue
Cheyenne, WY 82001

Gentlemen:

This refers to our various discussions pertaining to the implementation of the Rail Safety Improvement Act of 2008 ("Rail Safety Bill"). In conjunction therewith, this letter of interpretation shall confirm our mutual interpretation regarding the manner in which employees assigned to unassigned (pool) freight service or extra boards shall be handled in the event they are observing mandatory off duty time due to certain specific provisions of the Rail Safety Bill.

During our recent discussions, we agreed that mandatory off duty time under the Rail Safety Act should be handled as outlined below:

1. An employee assigned to a turn in an unassigned freight pool or to a position on an extra board who finds themselves in mandatory off duty time pursuant to §21103(a)(1) (i.e., the "278-hour monthly cap rule") or §21103(a)(4) (i.e., the "6/48 & 7/72 rule") will retain and remain on his or her turn in the applicable freight pool or his or her position on the applicable extra board during the period he or she is in mandatory off duty time.
 - a. During the period said employee is in mandatory off duty time, his or her freight pool turn or extra board position (and accordingly the employee assigned) shall continue to rotate or advance (i.e., move up) in the freight pool or on the extra board.

- b. If the employee's freight pool turn or extra board position reaches the first-out position before he or she is no longer subject to the mandatory off duty time pursuant to Item 1 above, the employee and his or her assigned pool turn or extra board position will be held in the first-out position until the expiration of the employee's period of mandatory off duty time.
2. This letter of interpretation, its terms and conditions, the parties' motivations for reaching this understanding, and/or any other facet or factor pertaining thereto will not be cited, referenced or used in any manner by either party, or against the other party signatory hereto in any legal or arbitral proceeding arising from or in connection with the implementation of the Rail Safety Improvement Act of 2008. (This Item 2 shall not serve, however, to bar the parties from citing or referencing this letter of Interpretation in connection with the adjudication of disputes relating specifically to the Interpretation or application of the terms of this letter of Interpretation.)
3. The terms and conditions of this letter of understanding will be placed into effect on July 22, 2008.

If the forgoing accurately reflects our understanding and agreement, please so indicate by affixing your signature and the date in the space provided below; returning one fully executed copy to my office.

Sincerely,

/s/ S. F. Boone

S.F. Boone

Director Labor Relations

July 10, 2009
880.10-1; et al
Page Three

AGREED:

/s/ G.L. Gore
G.L. Gore
General Chairman, BLET

/s/ D.W. Hannah
D.W. Hannah
General Chairman, BLET

/s/ B.D. MacArthur
B.D. MacArthur
General Chairman, BLET

/s/ C. R. Rightnowar
C.R. Rightnowar
General Chairman, BLET

/s/ J.L. Dayton
J.L. Dayton
General Chairman, BLET

/s/ M.A. Young
M.A. Young
General Chairman, BLET

APPROVED:

/s/ E. Lee Pruitt
Lee Pruitt
National Vice President
Brotherhood of Locomotive Engineers
& Trainmen

/s/ F.A. Tamisiea
F.A. Tamisiea
Director Labor Relations

/s/ T.G. Taggart
T.G. Taggart
Director Labor Relations

/s/ A.L. Weed
A. L. Weed
Director Labor Relations

/s/ D.K. Peitzmeier
D.K. Peitzmeier
Director Labor Relations

/s/ W. R. Turner
W.R. Turner
Asst. Vice President
Labor Relations

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 21st 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:

/s/ Michael A. Young
General Chairman

FOR THE CARRIER:

/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)

DISTRICT	POOL	(A) TRIP RATE DATA (per enclosures)	(B) MAKE- WHOLE PAYMENT (A) x 2
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

Mr. M.A. Young
October 30, 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

January 8, 2007
Date

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.

Mr. MA, Young
October 30, 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

Nov. 9, 2006
Date

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 5th 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
<u>Eighteenth</u>	<u>RE18 Marysville -- North Platte</u>	<u>\$387.77</u>	<u>\$775.54</u>

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

DENVER HUB ZONE 2

UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET
STOP 0710
OMAHA, NEBRASKA 68179

December 5, 2006
File: #1212050605

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

Dear Sir:

Please refer to the parties 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 with the next payroll period following the signing of this agreement the "make whole" adjustment, when applicable, in the Denver Hub (Zone 2) will be made per the set dollar amounts shown in the table below (Column ID

DISTRICT	POOL	(A) TRIP RATE DATA per enclosures	(B) MAKE- WHOLE PAYMENT A x 2
Denver Hub Zone 2	RE30 Grand Junction — Bond	\$271.65	\$543.30

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.

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

Mr. M.A. Young
December 5, 2006

Yours truly,

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

I concur,

/s/ Michael Young
Michael Young
General Chairman, BLET

DENVER HUB ZONE 3

UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET
STOP 0710
OMAHA, NEBRASKA 68179

October 23, 2006
File: #1210230605(e)

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

Dear Sir:

Please refer to the parties 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 December 1, 2006, the "make whole" adjustment, when applicable, in the Denver Hub (Zone 3) will be made per the set dollar amounts shown in the table below (Column By

DISTRICT	POOL	(A) TRIP RATE DATA (per enclosures)	(B) MAKE- WHOLE PAYMENT (A) x 2
Denver Hub Zone 3	RE32 Pueblo — Denver	\$239.53	\$479.06
Denver Hub Zone 3	RE39 Pueblo -- Dalhart	\$354.50	\$709.00

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 23, 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

SALINA HUB ZONE 2

UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET
STOP 0710
OMAHA, NEBRASKA 68179

December 5, 2006
File:#1212050605(a)

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

Dear Sir:

Please refer to the parties 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 with the first payroll period following the signing of this agreement, the "make whole" adjustment, when applicable, in the following Salina Hub (Zone 2) pool(s) will

DISTRICT DATA (per enclosures)	POOL	(A) TRIP RATE	(B) MAKE- WHOLE PAYMENT (A) x 2
Salina Hub Zone 2	RE30 Wichita — Salina	\$201.85	\$403.70

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.

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

Mr. M.A. Young
December 5, 2006

Yours truly,

/s/ Alan L Weed

Alan L. Weed

Director Labor Relations Arbitration & Negotiation

Enclosures I concur,

/s/ Michael Young
General Chairman, BLET

December 5, 2006
Date

ABSENCE FOR UNION BUSINESS

MEMORANDUM OF AGREEMENT
#1806019455

between the

UNION PACIFIC RAILROAD COMPANY
for the territory
Eastern District

and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ABSENCE FOR UNION BUSINESS

Section 1. EMPLOYEES ELIGIBLE TO BE ABSENT FOR UNION BUSINESS

For each BLE local committee, the following BLE Officials, if working as Locomotive Engineers, shall be entitled to be absent in order to conduct necessary union business (local lodge meetings, acting as representative at disciplinary hearing, and other similar related matters).

- A. Local President
- B. Local Secretary Treasurer
- C. Local Chairman

No other Locomotive Engineer shall be entitled to be absent for union business reasons except on special request by the General Chairman and with the approval of the Carrier (either Labor Relations or the CMS Director).

Section 2. HOLDING TURN FIRST OUT AT HOME TERMINAL

The above listed Engineers when absent for union business, if assigned to an extra board or freight pool, will be permitted to hold their position/turn first out until they resume service. That is, the position/turn will continue to rotate in the normal order until the BLE Official returns to service or until the position/train rotates to first out and then it will stay first out until the BLE official returns to service and works.

After the BLE official works a trip from first out position as prescribed in this Section 2, that individual will be restored to the same relative standing held at the time of the initial layoff on Union Business (placed between the Engineers the BLE Official was between at the time of the layoff).

Section 3. MOVING TURN AT AWAY-FROM-HOME OR HOME TERMINAL

In lieu of the procedures described in Section 2 hereof a BLE Official covered by this agreement, if assigned to a freight pool, will be permitted to move their turn forward a sufficient

number turns at the away-from-home terminal to insure a return to the home terminal in time for the required business. Alternatively, an Engineer covered by this agreement will be permitted to move their turn either forward or backward at the home terminal to insure availability for the required union business. The objective of this section is to provide union officers with maximum flexibility.

NOTE: The Engineer involved must make a choice between use of Section 2 and one of the options in Section 3 for each union business layoff. It will not be permissible to use both sections in connection with any single layoff under this agreement.

Section 4. REDUCTION OF GUARANTEES

It is understood that union business absences will result in the reduction of any applicable guarantees pursuant to the terms of the applicable guarantee agreement.

Section 5. TRADING JOBS

The BLE officials identified in Section 1 hereof, if regularly assigned to yard/road switcher or local service shall be permitted to trade assignments to be available for union business if another Engineer is willing to trade. The Engineers involved will trade back to their original assignments at the conclusion of the union business. Any such temporary trades will be without additional expense to the Company.

Section 6. NO CLAIMS OR GRIEVANCES

No claims will be filed or progressed as a result of application of this agreement.

Section 7. EFFECTIVE DATE

This agreement shall become effective June 1, 1994. Any agreement in conflict with this agreement shall be considered cancelled and/or superseded as of the effective date of this agreement.

Section 8. CONFLICTING AGREEMENTS CANCELLED

The four (4) agreements listed below are superseded by this Agreement and shall be of no further force or effect as of the effective date of this agreement:

	DATE	TITLE
(1)	August 27, 1980	Local Officials moving turn Fifth Seniority District Cheyenne - Rawlins, Wyoming.
(2)	January 23, 1984	Local Chairmen holding turn - Eastern District
(3)	April 13, 1984	Local Division Officers holding turn Second and Third Seniority District - North Platte, Nebraska
(4)	April 20, 1989	Local Division Officers holding turn – Fourth Seniority District.

Any other local agreements in conflict herewith are also understood to be cancelled.

Section 9. CANCELLATION CLAUSE

This agreement may be cancelled at any time by either party serving a thirty (30) day notice of cancellation upon the other.

Signed this 26th day of September, 1994.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

/s/ M. A. Young
M. A. Young
General Chairman, BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

/s/ L. A. Lambert
L. A. Lambert
General Director, Labor Relations

/s/ A. C. Hallberg
A. C. Hallberg
Director, Labor Relations

UNION PACIFIC RAILROAD COMPANY

1400 DOUGLAS STREET
STOP 0710
OMAHA, NEBRASKA 88178

November 21, 2005

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

Dear Sir:

Please refer to Memorandum of Understanding dated September 26, 1994, entitled, ABSENCE FOR UNION BUSINESS, Carrier Agreement #1806019455.

On November 9, 2005, the parties discussed a requested revision to this Memorandum of Understanding. Accordingly, with respect to the BLE officials listed in Section 1 of the Understanding, the NOTE under Section 3 of the Understanding will no longer be applicable. The intent of this letter of understanding is to remove the previous requirement for said BLE officials to choose between Section 2 and Section 3, in selecting how to handle their turn at the home terminal or their away-from-home terminal when absent due to union business.

All other terms and conditions of the September 26, 1994, Memorandum of Agreement, if not previously amended, are unaffected by this letter of understanding. This Agreement will be effective January 1, 2006, and may be cancelled by either party with the serving of a ten (10) day advance written notice on the other party.

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

Yours truly,

/s/ Alan L. Weed
Alan L. Weed
Director Labor Relations

I concur,

/s/ Michael Young
Michael Young
General Chairman, BLET

SYSTEM AGREEMENT WEIGHT ON DRIVERS

1. The minimum weight in through freight service will be 1,200,000 lbs. (representing three locomotive units). The actual weight of all locomotive units utilized will continue to be determined by the carrier and such weight will apply in instances where the total weight exceeds 1,200,000 lbs.

NOTE: Distributed Power Units (DPU) will be included in the calculation of total weight on drivers under this Agreement.

2. The minimum weight as set forth in Section 1 above applies only for Locomotive Engineers operating in through freight service.
3. Effective on the effective date of this agreement, the parties agree to establish an Average Weight Committee, to develop and implement a new system that will eliminate the necessity of determining actual unit weights to determine the proper rate of pay. The Committee will be guided by the following concept:

After a joint review involving timekeeping records, the parties will establish the average weight of locomotives utilized on the system in through freight service. Thereafter, in through freight service, this average weight will apply to each unit above three units in a locomotive consist.

FIRST DISTRICT SELF-DEMOTE AGREEMENT

MEMORANDUM OF AGREEMENT
(#3207010844)

Between the
UNION PACIFIC RAILROAD COMPANY
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN
(EASTERN DISTRICT)

and the

UNITED TRANSPORTATION UNION
(EASTERN DISTRICT Zone 100)

Modification of BLET Rule 105(a) and Article XII, Section 2B (2)
of the 1986 BLE National Agreement

Modification of Article XIII
of the 1985 UTU National Agreement and
Letter of Understanding dated August 20, 1987

Working Engineers Bidding Hostler Positions
at Council Bluffs, Iowa

In order for UPED First District Engineers to have the ability to make application (bid) to hostler positions at Council Bluffs, Iowa, BLET Rule 105(a), Article XII, Section 2B(2) of the 1986 BLET National Agreement and Article XIII of the 1985 UTU National Agreement are hereby revised to provide the following:

IT IS AGREED:

1. For the purpose of this agreement only, if a hostler(s) at Council Bluffs desire(s) to work as an Engineer, employees who are holding a position as an Engineer on a First District assignment may make application (bid) on such hostler positions at Council Bluffs in accordance with their fireman (hostler) seniority date.
2. Engineers may elect to move to these positions four (4) times per year in accordance with Rule 63 of the UTU-E Agreement.
3. Engineers/hostlers utilizing this Agreement must remain in hostling/engine service until the next quarterly application (bid), seniority permitting.
4. Engineers electing to make application (bid) on hostler positions will be compensated the earnings of the assignment worked (hostler). Any familiarization training for either a hostler or Engineer, if necessary, will be without any additional cost to the Carrier.

5. This Agreement does not allow employees who can hold a position as an Engineer to self-demote themselves to the position of conductor, trainman or yardman.
6. Should there be no hostlers who make application (bid) to work as an Engineer as a result of this agreement, then the employees holding a working position as an Engineer will not be permitted to be assigned to a hostler position.
7. Any employee entitled to labor protection benefits will be subject to offsets for failure to bid to the highest rated position.
8. Prior to filing time claims, the parties agree to meet and discuss any issues with regard to this handling.
9. The Superintendent and Local Chairman will work together to ensure there is minimal disruption to operations as a result of the implementation of this agreement.

NOTE: For qualification purposes the parties recognize it may be necessary to stagger the number of employees moving to/from these positions.

10. The terms and conditions set forth herein are without prejudice to either parties' position and are made on a non-referable and on a not-to-be-cited basis; it will not be used in any arbitration or negotiation proceeding, nor will it be advanced to any authorized agency as a measure to establish "cross utilization" or creation of a single craft employee for operating crafts.
11. This Agreement applies only at Council Bluffs and will remain in full force and effect unless cancelled by any party signatory hereto serving a ten (10) day advance written notice of such intent upon the other signatory parties.
 - (a) In the event this agreement is cancelled, the provisions of Rule 105(a) and Article XII, Section 2B(2), of the 1986 BLET National Agreement, as well as Article XIII of the 1985 UTU National Agreement will revert to its original meaning. Engineers who are holding a position as an Engineer will not be permitted to make application (bid) on hostler positions.

Signed this 31st day of July, 2008, in Omaha, Nebraska.

For: THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS
AND TRAINMEN

/s/ Michael Young
M. A. Young
General Chairman, BLET

For: THE UNION PACIFIC
RAILROAD COMPANY

/s/ Alan A. Weed
Alan A. Weed
Director-Labor Relations

FOR THE UNITED
TRANSPORTATION UNION

/s/ D. L. Hazlett
D. L. Hazlett
General Chairman, UTU

THIRD DISTRICT SELF-DEMOTE AGREEMENT

MEMORANDUM OF AGREEMENT

#32071305850

between

UNION PACIFIC RAILROAD COMPANY

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

(EASTERN DISTRICT)

and

UNITED TRANSPORTATION UNION

(EASTERN DISTRICT)

**Modification of BLET Rule 105(a) and Article XII, Section 2B(2)
of the 1986 BLE National Agreement**

**Modification of Article XIII
of the 1985 UTU National Agreement and
Letter of Understanding dated August 20, 1987**

**Working Engineers Bidding Hostler Positions
at North Platte, NE**

In order for Third (3rd) District Engineers to have the ability to make application (bid) to hostler positions at North Platte, Nebraska, BLET Rule 105(a), Article XII, Section 2B(2) of the 1986 BLET National Agreement and Article XIII of the 1985 UTU National Agreement and Letter of Understanding dated August 20, 1987 ("Margason Agreement") are hereby revised to provide the following:

IT IS AGREED:

1. For the purpose of this agreement only, if a hostler(s) at North Platte desire(s) to work as an Engineer on the Third District, employees who are holding a position as an Engineer on the Third District may make application (bid) on such hostler position(s) at North Platte, Nebraska in accordance with their fireman (hostler) seniority date.
2. Engineers may elect to move to these positions four (4) times per year in accordance with Rule 63 of the UTU-E Agreement.
3. Engineers/hostlers utilizing this Agreement must remain in hostling/engine service until the next quarterly application (bid), seniority permitting.
4. Engineers electing to make application (bid) on hostler positions will be compensated the earnings of the assignment worked (hostler). Any familiarization training for either a hostler or Engineer, if necessary, will be without any additional cost to the Carrier.

Appendix K

Third District Self Demote Agreement

5. This Agreement does not allow employees who can hold a position as an Engineer to self-demote themselves to the position of conductor, trainman or yardman.
6. Should there be no hostlers who make application (bid) to work as an Engineer on the Third District as a result of this agreement, then the employees holding a working position as an Engineer will not be permitted to be assigned to a hostler position.
7. Any employee entitled to labor protection benefits will be subject to offsets for failure to bid to the highest rated position.
8. Prior to filing time claims, the parties agree to meet and discuss any issues with regard to this handling.
9. The Superintendent and Local Chairman will work together to ensure there is minimal disruption to operations as a result of the implementation of this agreement.

NOTE: For qualification purposes the parties recognize it may be necessary to stagger the number of employees moving to/from these positions.

10. The terms and conditions set forth herein are without prejudice to either parties' position and are made on a non-referable and on a not-to-be-cited basis; it will not be used in any arbitration or negotiation proceeding, nor will it be advanced to any authorized agency as a measure to establish "cross utilization" or creation of a single craft employee for operating crafts.
11. This Memorandum of Agreement will become effective on August 1, 2005.
12. This Agreement applies only at North Platte, Nebraska and will remain in full force and effect unless cancelled by any party signatory hereto serving a ten (10) day advance written notice of such intent.
 - (a) In the event this agreement is cancelled, the provisions of Rule 105(a) and Article XII, Section 2B(2), of the 1986 BLEET National Agreement, as well as Article XIII of the 1985 UTU National Agreement and Letter of Understanding dated August 20, 1987 ("Margason Agreement"), will revert to its original meaning. Engineers who are holding a position as an Engineer will not be permitted to make application (bid) on hostler positions.

SIGNED THIS 13th DAY OF JULY, 2005 IN OMAHA, NEBRASKA.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND TRAINMEN**

/s/ Michael A. Young
General Chairman, BLEET

**UNION PACIFIC
RAILROAD COMPANY**

/s/ S.F. Boone
Director – Labor Relations

**FOR THE
UNITED TRANSPORTATION UNION**

/s/ D.L. Hazlett
General Chairman, UTU

MODIFICATION OF RULE 98 - FIRST DISTRICT

**MEMORANDUM OF AGREEMENT
(#1209120618)**

**Between the
UNION PACIFIC RAILROAD COMPANY
and the**

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN
(EASTERN DISTRICT)**

**Modification of BLET Rule 98 — Changing Assignments
Eastern District - First (1ST) District Engineers**

On a trial basis only, it is agreed that in the application of BLET Schedule 98 the following will apply to Engineers at Council Bluffs on the Union Pacific Eastern District First (1st) Seniority District (SD 061101 Seniority Roster).

Section 1: On a limited individual basis, regular Engineers in pool freight, assigned service, including the Engineers extra board may voluntarily relinquish their assignment and displace any junior Engineer on another assignment up to four (4) times during a calendar year, January through December. All displacements must be made between Monday noon and Thursday noon. Engineers exercising their seniority under this Section 1 will be required to remain on the new assignment for a minimum of thirty (30) days.

Section 2: Subject to the restrictions of Section 1 Engineers desiring to exercise their seniority onto a yard job or local will also not be allowed to exercise their seniority during the period fifteen (15) days prior to and two (2) days after any of the recognized paid holiday(s) during the calendar year. When two holidays are combined back to back (e.g. Christmas Eve, Christmas Day) the fifteen (15) days is measured from the first holiday and the two (2) days is measured from the second holiday.

Section 3:
(a) The Local Chairman or his designee will be responsible for the administration of this pilot project. Engineers desiring to exercise their seniority under Section 1 must notify the Local Chairman or his designee who in turn must notify the designated CMS representative 48 hours in advance of the effective date of the new assignment. The Engineer making the displacement must be available and protect their new assignment immediately following their exercise of seniority to that assignment.

- (b) Engineers being displaced must exercise their seniority immediately upon notification to another assignment and must be available to protect their new assignment upon the exercise of their seniority to that assignment.
- (c) In order to ensure all jobs are protected, all Engineers displacing being displaced must assign themselves to another assignment in accordance with their seniority.

Section 4: Engineers will not be allowed any overtime shifts nor will the Carrier be subject to any additional costs through the normal exercise of seniority from one assignment to another as set forth herein.

Section 5: The Organization will not progress (appeal) any claims or grievances on behalf of any employee due to this voluntary exercise of seniority under the application of this Agreement. Should claims or grievances be progressed by the Organization, the Carrier will be under no obligation to respond to those appeals.

Section 6: Should other agreements conflict with this Agreement, then the terms of this Agreement will prevail.

Section 7: This Agreement will be effective October 1, 2006 and may be cancelled by either party with the serving of a ten (10) day advance written notice to the other party.

Signed this 12th day of September, 2006 in Omaha, Nebraska.

For THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS AND
TRAINMEN

For: THE UNION PACIFIC
RAILROAD COMPANY

/s/ Michael Young
MA Young
General Chairman BLET

/s/ Alan L. Weed
Alan L. Weed
Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

Alan L Weed
Director Labor Relations

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office: (402) 544-4047

September 12, 2006
Side Letter #1

Mr. Michael Young
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
1620 Central Avenue, Room 203
Cheyenne, WY 82001

Dear Sir:

This will refer to the parties' Memorandum of Agreement (#1209120618) dated September 12, 2006, to be effective October 1, 2006. With the signing of the Agreement, the parties agree that in the application of Section 1, assignment relinquishments for 1st District Engineers through the remainder of calendar year 2006, (October 1 through December 31) shall be limited to no more than one (1). All other terms and conditions of the Agreement will apply.

Should the above properly reflect the parties' understanding in this matter please indicate your concurrence where provided and return a copy to my office.

Sincerely,

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

Agreed,

/s/ Michael Young
M.A. Young
General Chairman BLET

MODIFICATION OF BLET RULE 98 - 2ND 3RD DISTRICT

AGREEMENT

NO. 1209021018

UNION PACIFIC RAILROAD COMPANY
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

.....
Modification of BLET Rule 98— Changing Assignments
Eastern District Second (2nd) and Third (3rd) District Engineers
.....

IT IS AGREED that in the application of BLET Schedule Rule 98, the following will apply to Engineers at North Platte on the Union Pacific Eastern District Second (2) and Third (3) Seniority Districts only:

1. Regular Engineers in pool freight, assigned service, including the Engineers Extra Board, may voluntarily relinquish their assignment and displace any junior Engineer on another assignment up to four (4) times during a calendar year, January through December. All displacements must be made between Monday Noon and Thursday Noon. Engineers exercising their seniority under this Paragraph 1 will be required to remain on the new assignment for a minimum of thirty (30) days.
2. Subject to the restrictions of Paragraph 1, Engineers desiring to exercise their seniority onto a yard job or local will also not be allowed to exercise their seniority during the period fifteen (15) days prior to and two (2) days after any of the recognized paid holidays) during the calendar year. When two holidays are combined back-to-back (e.g. Christmas Eve, Christmas Day) the fifteen (15) days is measured from the first holiday and the two (2) days is measured from the second holiday.
3.
 - A. The Local Chairman or his designee will be responsible for the administration of this arrangement. Engineers desiring to exercise their seniority under Paragraph 1 must notify the Local Chairman or his designee who, in turn, must notify the designated CMS representative 48 hours in advance of the effective date of the new assignment. The Engineer making the displacement must be available and protect their new assignment immediately following their exercise of seniority to that assignment.
 - B. Upon notification, Engineers being displaced must exercise their seniority in accordance with applicable agreement provisions to another assignment and must be available to protect their new assignments upon the exercise of their seniority to that assignment.
 - C. In order to ensure all jobs are protected, all Engineers displacing or being displaced must assign themselves to another assignment in accordance with their seniority.
4. Engineers will not be allowed any overtime shifts, nor will the Carrier be subject to any additional costs through the normal exercise of seniority from one assignment to another as set forth herein.

5. The Organization will not progress (appeal) any claims or grievances on behalf of any employee due to this voluntary exercise of seniority under the application of this Agreement. Should claims or grievances be progressed by the Organization, the Carrier will be under no obligation to respond to those appeals.
6. Should other Agreements conflict with this Agreement, the terms of this Agreement will prevail.
7. This Agreement will be effective January 1, 2011, and may be cancelled by either party by serving a ten (10) day advanced written notice of such intent on the other party.

Signed this 2nd day of December, 2010.

FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN

UNION PACIFIC RAILROAD COMPANY

/s/ Michael Young
M. A. Young
General Chairman

/s/ D K Peitzmeier
D. K. Peitzmeier
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

D. K. Peitzmeier
Director Non-Ops
Labor Relations
Non-ops

1400 Douglas Street
STOP 0710
Omaha NE 00179-0710
Office (402) 844-3755
Fax (402) 501.0118

Side Letter No. 1
Agmt. No. 1209021018

October 8, 2010

Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1620 Central Avenue, Room 203
Cheyenne, Wyoming 82001

Dear Sir:

In reference to Agreement No. 1209021018 modifying BLET Rule 98 on the 2nd and 3rd Seniority Districts, this will confirm our understanding that this Agreement does not in any way alter or amend the provisions of Memorandum of Agreement No. 32071305850 signed July 13, 2005, entitling 3rd District Engineers to make application four (4) times per year to any North Platte Hostler assignments vacated by reason of Hostlers desiring to work as Engineers on the 3rd District.

If this accurately reflects our understanding in this matter, please sign in the space provided below,

Yours truly,

/s/ D K Peitzmeier

AGREED:

/s/ Michael Young
General Chairman BLET

UNION PACIFIC RAILROAD COMPANY

D. K. Peitzmeier
Director
Labor Relations Non-Ops

1400 Douglas Street
STOP 0710
Omaha NE 68179-0710
Office (402) 544.5755

BUILDING AMERICA

October 8, 2010

Side Letter No. 2
Agmt. No. 1209021018

Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers & Trainmen
1620 Central Avenue, Room 203
Cheyenne, Wyoming 82001

Dear Sir:

In reference to the Agreement modifying BLET Rule 98 on the 2nd and 3rd Seniority Districts, this will reflect our understanding that in the application of this Agreement, 2nd District Engineers using their displacement right(s) to the Kearney Zone Local or the Lexington Zone Local must notify the BLET Local Chairman by 12:00 PM on the Wednesday prior to Monday that they will be placed on these job(s). The affected Engineers will stay with their respective assignments until the displacement is made. The BLET Local Chairman will coordinate with the affected Engineers for an efficient transition to/from the assignment. The Local Chairman will be responsible to notify the employees of the pended move and on Monday, the Engineers will be in place to work the new assignment, This will ensure that the affected parties will be rested and available for their new assignments.

Finally, this will reflect our understanding that the Carrier will not be penalized in the application of this seniority move.

If you are in agreement with the above understanding concerning the handling of Engineers displacing onto the Kearney or Lexington Zone Locals, please so signify by signing in the space provided below,

Yours truly,

/s/ D K Peitzmeier

AGREED:

/s/ Michael Young
General Chairman BLET

ADDING NEW TURNS

MEMORANDUM OF AGREEMENT #1205100172

between the

UNION PACIFIC RAILROAD COMPANY

**For The Territory Eastern District
Including
Denver & Salina Hubs**

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Adding New Turns Within The Pools

At the request of the Organization, when new Engineer turns are added to freight pools encompassing all UPED Engineer seniority districts, including the Denver and Salina Hubs, Carrier is agreeable to assigning new turn(s) to the freight pools under the following conditions.

1. Adding New Turns To A Pool.

When a new Engineer turn(s) is to be added to a freight pool, the senior applicant to the new turn(s) may place the turn anywhere within the same freight pool to which the turn(s) is being added.

2. Placement Of The New Turn.

The senior applicant to the new turn must notify CMS at the time of notification where they desire to place their new turn within the pool.. Should the Engineer make no election at the time of notification, or should there be no applications for the new turn, it will be assigned and added to the pool in accordance with the current agreement. When adding and placing a new turn, it will be done at the home terminal.

3. Claims/Grievances:

It is understood there will be no claims/grievances or runarounds filed, or progressed on behalf of anyone as a result of the application of any portions of this agreement.

4. General:

This Memorandum of Agreement will become effective October 5, 2001 and may be cancelled by either party serving a ten (10) day advance written notice upon the other.

Signed this 2nd day of October, 2001

FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:

/s/ Michael Young

M. A. Young
General Chairman BLE

FOR THE UNION
PACIFIC RAILROAD COMPANY:

/s/ F. A. Tamisiea

F. A. Tamisiea
Director - Labor Relations

RULE G BYPASS

E-011-222

AGREEMENT

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

RULE "G" BY-PASS AGREEMENT

In a joint effort to provide a safe working environment and as an alternative method of administering Rule C on the Eastern District,

IT IS AGREED:

1. If any member(s) of a crew believes that another member of a crew may be in an unsafe condition, such employe may immediately contact a Carrier officer. If the Carrier officer, upon investigation, determines there is an apparent violation of Rule G, the employe shall be removed from service.

2. It is understood that when a removal from service takes place, transportation will be furnished back to the employe's home.

3. If the employe does not have the means to return to his home terminal, he will be furnished a bus ticket. This provision applies only to employes removed from service under the conditions of this Agreement.

4. Once an employe has been relieved from service under paragraph "1" above, such employe must contact the Company's Employee Assistance Program Counselor on the division within five days of the removal from service. If the employe contacts the Employee Assistance Program Counselor and accepts counseling, he will be paid for the full tour of duty or trip lost (one way) as a result of his removal from service.

5. If the employe does comply with the requirements set forth in paragraph "2" above, and the Employee Assistance Program Counselor determines that the employe is not in need of counseling, the employe shall be returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph "2".

6. If the employe does comply with the requirements set forth in paragraph "2" above, and the Employee Assistance Program Counselor determines that the employe is in need of counseling, and the employe accepts counseling, the employe shall, subject to a favorable recommendation from the Employee Assistance Program Counselor, be immediately returned to service. There shall be no claim progressed for any time lost as a result of the removal from service other than as provided in

paragraph "2".

7. If the employe does not comply with the requirements set forth in paragraph "2" or does not accept counseling as provided in paragraph "4", he must lay off and, if so desired, may request a formal investigation. Such request must be made within five days of the day removed from service. If the employe does not request an investigation and is off for more than 15 days, he must request a leave of absence. One 45-day leave of absence will be granted. If, at the end of this period, the employe still has not contacted the Employe Assistance Program Counselor, the provisions of BLE Rule 80(c) shall apply.

8. Should the employe request a formal investigation, the employe(s) who originated the action as provided in paragraph "1" will not be called as Company witnesses.

9. This Agreement shall apply one time only to each employe covered by this Agreement. Thereafter, all regular rules and agreements shall apply.

10. This Agreement is effective April 10, 1984, and may be terminated by either party up a service of five (5) days' written notice upon the other party.

Signed at Omaha, Nebraska, this 10th day of April, 1984.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

FOR UNION PACIFIC
RAILROAD COMPANY/ED:

./s/ E G Becker
General Chairman

/s/ Richard Meredith
Director-Labor Relations

PREVENTION PROGRAM COMPANION AGREEMENT

E-011-222

AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

And

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the Eastern District Brotherhood of Locomotive Engineers, jointly recognizing that safety is the paramount concern and, further, that an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee who has been dismissed from service as a result of violating Rule G may elect to participate in the Rule G Rehabilitation/Education Program (Rule G R/E Program or Program), provided:
2. The employee has had no Rule G offense on his or her record for at least ten (10) years; and
 - a. The employee has not participated in the Rule G R/E Program for at least ten (10) years; and
 - b. The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
 - c. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employee elects to withdraw from the Program or fails to follow the course of treatment established by the Employee Assistance Counselor.
3. A letter, notifying the employee of the availability of the Rule G R/E Program and containing a request form to be completed by the employee, shall be attached to the Notice of Dismissal.
4. The employee may elect to participate in the Rule G R/E Program by completing and returning the request form to the Carrier Officer who signed the Notice of Dismissal within 10 days of receipt of the Notice.
5. The employee must contact the Employee Assistance Counselor within three days of electing to participate in the Rule G R/E Program.

Appendix K

Prevention Program Companion Agreement

6. After being contacted, the Employee Assistance Counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
7. If the evaluation indicates that the employee may safely be returned to service, he or she shall be returned to service on a probationary basis, with all seniority unimpaired. Following return to service, the employee must follow the course of treatment established by the counselor during the remainder of the Program.
8. If the evaluation indicates that the employee may not safely be returned to service, he or she shall continue in the status of a dismissed employee until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis. The employee must follow the course of treatment established by the counselor while out of service and after return to service during the remainder of the Program.
9. If, at any time during the 12-month period referred to in paragraph "2" above, the employee fails to follow the course of treatment established by the counselor, the Carrier shall remove the employee from the Program. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employee from service and the employee shall revert to the status of a dismissed employee.
10. An employee may withdraw from the Rule G R/E Program at any time by notifying, in writing, the counselor and the Carrier officer who signed the Notice of Dismissal. If the employee has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employee from service and the employee shall revert to the status of a dismissed employee.
11. If the employee successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employee's Personal Record and the employee's probationary status shall terminate and all seniority and other rights shall be restored.
12. No claims shall be progressed by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G R/E Program.
13. This Agreement is effective April 10, 1984 and may be terminated by either party upon service of five day's written notice upon the other party.

Signed at Omaha, Nebraska, this 10th day of April, 1984.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

/s/ E. G. Becker
General Chairman

**FOR UNION PACIFIC
RAILROAD COMPANY/ED:**

/s/ Richard Meredith
Director – Labor Relations

MEMORANDUM AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
And
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The parties signatory to the April 10, 1984, Prevention Program Companion Agreement recognized the need for a program that would rehabilitate Engineers who had violated Rule G. The Agreement provided for rehabilitation after an employee had been dismissed in certain cases that met the established criteria.

The parties realize that the time lag while waiting for toxicological tests to be confirmed, hearings scheduled, and the results of the hearing mailed, is in some cases detrimental to certain employees who wish to immediately enroll in the rehabilitation program. In order to provide a more timely opportunity and to continue to safeguard the rights of all concerned, the parties agree to amend the April .10, 1984 Companion Agreement by adding the following as a "note" to Section I.

"NOTE: An employee who is scheduled for a hearing involving a Rule G offense and is eligible for the Companion Agreement may request to waive the hearing, accept the status of a dismissed employee and accept the terms and conditions of the Companion Agreement. The waiver shall be in writing and must be received by the Superintendent or his designated representative and accepted by the Carrier in writing prior to the start of the hearing."

To assist in the implementation of this, the parties also agree that the attached form will be used in such cases. The "note" and form are a part of the original agreement and employees using the form are subject to all other applicable sections of the Companion Agreement.

Signed at Omaha, Nebraska, this 11th day of September,

/s/ Michael Young
General Chairman, BLE

/s/ W S Hinckley
Director Labor Relations UPRR

SELF-PROPELLED MACHINES:

1964 NATIONAL AGREEMENT

ARTICLE III - SELF-PROPELLED MACHINES:

Section 1 -

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair; construction or inspection work:

- (a) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Main-line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

- (b) Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2 -

Rules or practices under which a Locomotive Engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3 -

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4 -

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 5 -

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

APPENDIX L – SWITCHING LIMITS EASTERN DISTRICT

EASTERN DISTRICT SWITCHING LIMITS TABLE			
LOCATION	MILE POST	LOCATION	MILE POST
Omaha		Ellis	
West	9.57	West	304.01
Old Main Line	13.43	East	301.43
Columbus		Marysville	
West	86.33	West	150.27
East	78.75	East	147.31
Norfolk Branch	1.88	North	132.29
		South	75
Grand Island		Hastings	
West	149.32	West	263.10
East	143.45	East	259.06
Ord Branch	3.83	Hastings Branch	228.96
St. Joseph Branch	249.85		
Kearney		Cheyenne	
West	189.99	West	511.81
East	186.83	East	507.27
Kearney Branch	2.05		
North Platte		Laramie	
West	292.00	West	570.43
East	282.01	East Track 1	564.82
		East Track 2	563.59
		Coalmont Branch	1.00
Sidney		Rawlins	
West	409.45	West	685.16
East	406.09	East	677.75
Beatrice		Rock Springs	
West	97.80	West	803.73
East	95.33	East	800.53
		South Pass Branch	1.44
Sterling		Green River	
West	59.13	West	818.49
East	56.13	East	814.15
Kansas City		Evanston	
West	6.59	West	918.70
		East	915.90
Junction City		Ogden	
West	140.52	East	989.06
East	137.20		
Topeka		Denver	
West 1st Subdivision	74.25	West	6.24
Denver Subdivision	75.50	East	635.10
East	66.63	Dent Branch	6.43
Salina			
West	187.26		
East	184.26		
Plainville Branch	58		
McPherson Branch	2.80		

EXCERPT 1971 NATIONAL AGREEMENT

ARTICLE II - SWITCHING LIMITS

Article 7 - Changing switching limits of the May 23, 1952 Agreement is hereby amended to read as follows:

- a. Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

In the event the carrier and the General Chairman or General Chairmen cannot so agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within sixty days following the date of the last conference. The carrier shall designate the exact questions or conditions it desires to submit to arbitration and the General Chairman or General Chairmen shall designate the exact questions or conditions such General Chairman or General Chairmen desire to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration. The decision of the Arbitration Board will be made within 30 days after the Board is created, unless the parties agree at anytime upon an extension of this period. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon 7 days notice by the carrier.

- b. This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.
- c. This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

ARTICLE III - SWITCHING SERVICE FOR NEW AND OTHER INDUSTRIES

Article 6 of the Agreement of May 23, 1952 is hereby amended to read as follows:

- a. Where, after the effective date of the May 23, 1952 Agreement, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with either roadmen or yardmen, or both, without additional compensation or penalties therefore to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four (4) miles from the switching limits. Other industries located between the switching limits and such new industries may also be served by either road or yard men without additional compensation or penalties therefore to road or yardmen. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.
- b. When service is performed outside of switching limits by yard men under the above provisions, the Yard Engineer or Yard Engineers involved shall keep account of and

report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industries in accordance with this rule and a statement of such time shall be furnished the BLE General Chairman or General Chairmen representing yard and road Engineers by the carrier each month. The BLE General Chairman or General Chairmen involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road Engineers from the seniority district on which the industries are located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

- c. This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.
- d. The foregoing is not intended to amend or change existing agreements involving full time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in paragraph (a) herein that have been negotiated on individual properties since the national agreement of 1952.

This rule shall become effective September 1, 1971, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before August 1, 1971.

APPENDIX M – OVERTIME TABLES

TIME OVERTIME ACCRUES AT 12.5 MPH

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 200 MILES IN LENGTH, ON SPEED BASIS IF 12½ MILES PER HOUR

<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>
100	8' 00"	136	10' 53"	170	13' 36"
101	8' 05"	137	10' 58"	171	13' 41"
102	8' 10"	138	11' 02"	172	13' 46"
103	8' 14"	139	11' 07"	173	13' 50"
104	8' 19"			174	13' 55"
105	8' 24"	140	11' 12"	175	14' 00"
106	8' 29"	141	11' 17"	176	14' 05"
107	8' 34"	142	11' 22"	177	14' 10"
108	8' 38"	143	11' 26"	178	14' 14"
109	8' 43"	144	11' 31"	179	14' 19"
		145	11' 36"		
110	8' 48"	146	11' 41"	180	14' 24"
111	8' 53"	147	11' 46"	181	14' 29"
112	8' 58"	148	11' 50"	182	14' 34"
113	9' 02"	149	11' 55"	183	14' 38"
114	9' 07"			184	14' 43"
115	9' 12"	150	12' 00"	185	14' 48"
116	9' 17"	151	12' 05"	186	14' 53"
117	9' 22"	152	12' 10"	187	14' 58"
118	9' 26"	153	12' 14"	188	15' 02"
119	9' 31"	154	12' 19"	189	15' 07"
		155	12' 24"		
120	9' 36"	156	12' 29"	190	15' 12"
121	9' 41"	157	12' 34"	191	15' 17"
122	9' 46"	158	12' 38"	192	15' 22"
123	9' 50"	159	12' 43"	193	15' 26"
124	9' 55"			194	15' 31"
125	10' 00"	160	12' 48"	195	15' 36"
126	10' 05"	161	12' 53"	196	15' 41"
127	10' 10"	162	12' 58"	197	15' 46"
128	10' 14"	163	13' 02"	198	15' 50"
129	10' 19"	164	13' 07"	199	15' 55"
		165	13' 12"		
130	10' 24"	166	13' 17"	200	16' 00"
131	10' 29"	167	13' 22"		
132	10' 34"	168	13' 26"		
133	10' 38"	169	13' 31"		
134	10' 43"				
135	10' 48"				

TIME OVERTIME ACCRUES AT 16.25 MPH

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 130 TO 313 MILES IN LENGTH, ON SPPED BASIS OF 16.25 MILES PER HOUR

<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>
130	8' 0"	176	10' 50"	222	13' 40"	268	16' 30"
131	8' 4"	177	10' 54"	223	13' 43"	269	16' 33"
132	8' 7"	178	10' 57"	224	13' 47"	270	16' 37"
133	8' 11"	179	11' 1"	225	13' 51"	271	16' 41"
134	8' 15"	180	11' 5"	226	13' 54"	272	16' 44"
135	8' 18"	181	11' 8"	227	13' 58"	273	16' 48"
136	8' 22"	182	11' 12"	228	14' 2"	274	16' 52"
137	8' 26"	183	11' 16"	229"	14' 6"	275	16' 55"
138	8' 30"	184	11' 19"	230	14' 9"	276	16' 59"
139	8' 33"	185	11' 23"	231	14' 13"	277	17' 3"
140	8' 37"	186	11' 27"	232	14' 17"	278	17' 6"
141	8' 41"	187	11' 30"	233	14' 20"	279	17' 10"
142	8' 44"	188	11' 34"	234	14' 24"	280	17' 14"
143"	8' 48"	189	11' 38"	235	14' 28"	281	17' 18"
144	8' 52"	190	11' 42"	236	14' 31"	282	17' 21"
145	8' 55"	191	11' 45"	237	14' 35"	283"	17' 25"
146	8' 59"	192	11' 49"	238	14' 39"	284	17' 29"
147	9' 3	193	11' 53	239	14' 42"	285	17' 32"
148	9' 6"	194	11' 56"	240	14' 46"	286	17' 36"
149	9' 10"	195	12' 0"	241	14' 50"	287	17' 40"
150	9' 14"	196	12' 4"	242	14' 54"	288	17' 43"
151	9' 18"	197	12' 7"	243	14' 57"	289	17' 47"
152	9' 21"	198	12' 11"	244	15' 1"	290	17' 51"
153	9' 25"	199	12' 15"	245	15' 5"	291	17' 54"
154	9' 29"	200	12' 18"	246	15' 8"	292	17' 58"
155	9' 32"	201	12' 22"	247	15' 12"	293	18' 2"
156	9' 36"	202	12' 26"	248	15' 16"	294	18' 6"
157	9' 40"	203	12' 30"	249	15' 19"	295	18' 9"
158	9' 43"	204	12' 33"	250	15' 23"	296	18' 13"
159	9' 47"	205	12' 37"	251	15' 27"	297	18' 17"
160	9' 51"	206	12' 41"	252	15' 30"	298	18' 20"
161	9' 54"	207	12' 44"	253	15' 34"	299	18' 24"
162	9' 58"	208	12' 48"	254	15' 38"	300	18' 28"
163	10' 2"	209	12' 52"	255	15' 42"	301	18' 31"
164	10' 6"	210	12' 55"	256	15' 45"	302	18' 35"
165	10' 9"	211	12' 59"	257	15' 49"	303	18' 39"
166	10' 13"	212	13' 3"	258	15' 53"	304	18' 42"
167	10' 17"	213	13' 6"	259	15' 56"	305	18' 46"
168	10' 20"	214	13' 10"	260	16' 0"	306	18' 50"
169	10' 24"	215	13' 14"	261	16' 4"	307	18' 54"
170	10' 28"	216	13' 18"	262	16' 7"	308	18' 57"
171	10' 31"	217	13' 21"	263	16' 11"	309	19' 1"
172	10' 35"	218	13' 25"	264	16' 15"	310	19' 5"
173	10' 39"	219	13' 29"	265	16' 18"	311	19' 8"
174	10' 42"	220	13' 32"	266	16' 22"	312	19' 12"
175	10' 46"	221	13' 36"	267	16' 26"	313	19' 16"

TIME OVERTIME ACCRUES AT 20 MPH

OVERTIME AFTER MILES RUN BASED ON 130 MILE BASIC DAY
CALCULATED AT 20 MPH

<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>
160	8' 00"	180	9' 00"
161	8' 03"	181	9' 03"
162	8' 06"	182	9' 06"
163	8' 09"	183	9' 09"
164	8' 12"	184	9' 12"
165	8' 15"	185	9' 15"
166	8' 18"	186	9' 18"
167	8' 21"	187	9' 21"
168	8' 24"	188	9' 24"
169	8' 27"	189	9' 27"
170	8' 30"	190	9' 30"
171	8' 33"	191	9' 33"
172	8' 36"	192	9' 36"
173	8' 39"	193	9' 39"
174	8' 42"	194	9' 42"
175	8' 45"	195	9' 45"
176	8' 48"	196	9' 48"
177	8' 51"	197	9' 51"
178	8' 54"	198	9' 54"
179	8' 57"	199	9' 57"
		200	10' 00"

TIME OVERTIME ACCRUES AT 25 MPH

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES
ON RUNS WITH AN OVERTIME DIVISOR OF 25 MILES PER HOUR

<u>Miles</u>	<u>OT After</u>	<u>Miles</u>	<u>OT After</u>
200	8' 00"	226	9' 02"
201	8' 02"	227	9' 05"
202	8' 05"	228	9' 07"
203	8' 07"	229	9' 10"
204	8' 10"		
205	8' 12"	230	9' 12"
206	8' 14"	231	9' 14"
207	8' 17"	232	9' 17"
208	8' 19"	233	9' 19"
209	8' 22"	234	9' 22"
		235	9' 24"
210	8' 24"	236	9' 26"
211	8' 26"	237	9' 29"
212	8' 29"	238	9' 31"
213	8' 31"	239	9' 34"
214	8' 34"		
215	8' 36"	240	9' 36"
216	8' 38"	241	9' 38"
217	8' 41"	242	9' 41"
218	8' 43"	243	9' 43"
219	8' 46"	244	9' 46"
		245	9' 48"
220	8' 48"	246	9' 50"
221	8' 50"	247	9' 53"
222	8' 53"	248	9' 55"
223	8' 55"	249	9' 58"
224	8' 58"	250	10' 00"
225	9' 00"		

