

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY

for the territory

**SALT LAKE HUB
PORTLAND HUB ZONE 1
PORTLAND HUB ZONES 2 AND 3**



and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN



Effective July 1, 2008

Superseding Schedule effective January 1, 1977

FOREWORD

The attached document represents the combined efforts of the parties to update the January 1, 1997 Idaho Schedule of Agreement. The parties intentions in undertaking this project was to create a current, comprehensive and useful Schedule for the employees coming under its jurisdiction and for those who may read and interpret its contents.

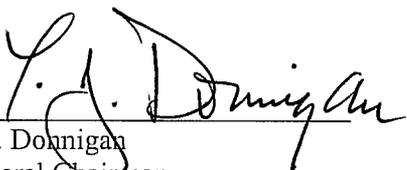
Therefore, where necessary, the parties attempted to provide clarity to certain existing agreement rules within the context of modifications that were made subsequent to the 1977 Schedule. Moreover, the parties attempted to provide a consistent organizational framework around those rules where a multiple number of agreements may apply. The parties also agreed and adopted certain conventions to express the continued viability of a rule or agreement since the 1977 Schedule (or previous Schedules).

For example, the parties felt that the continued inclusion of Passenger Service Rules (Rules 13 through 23 of the 1977 Schedule) were no longer of any practical value in a working schedule. The term “*not reproduced herein*” under the Passenger Service section of this document indicates only that those particular rules were not part of this updated Schedule printing but in the event that passenger service is re-instituted those rules would continue to apply. In adopting this convention the parties were guided by a similar approach used in the 1977 Schedule as it related to the earlier 1956 Schedule – see for example Rule 35 entitled Re-Icing And Heater Service – Pocatello And Montpelier.

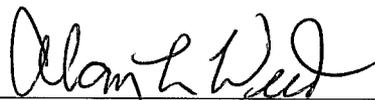
Alternatively, the parties agreed that certain rules that were no longer applicable. For example, the former Rule 34 entitled “Doubleovers” has been fully superseded by subsequent National Agreements or Awards. Therefore, in this document, the term “*Purposely Left Blank*” indicates a former rule that has been superseded by subsequent agreements or awards or otherwise rendered null and void of further application.

Finally, any errors or omissions made by the parties in completing this document were unintentional and should they be discovered the parties agree to promptly meet to discuss the error or omission and to make the appropriate modification(s) to this document.

Signed in Pocatello, Idaho this 11th day of June, 2008



T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen



Alan L. Weed
Director Labor Relations
Union Pacific Railroad

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RATES OF PAY

RULE 1. RATES OF PAY.

- (a) The following rates of pay shall apply to engineers operating all types of locomotives in the territory covered by this agreement.

NOTE 1: See current prevailing rate tables.

NOTE 2: The differential of \$4.00 per basic day in freight and yard service, and 4¢ per mile for miles in excess of one-hundred (100) in freight service, will be maintained for engineers working without firemen, the fireman's position having been eliminated pursuant to the provisions of Award 282 and shall be applied in the same manner as the local freight differential.

(b) **1996 SYSTEM AGREEMENT WITHOUT FIREMAN PAYMENT:**

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:

1. 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.
2. 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.
3. The respective six (6) cents and four (4) cents per over mile payment shall continue as previously handled.
4. 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.

(c) **1996 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.

(d) PAY SYSTEM SIMPLIFICATION (2003 NATIONAL AGREEMENT)

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.

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 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

- (a) 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.
- (b) 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.

RULE 2. ENTRY RATES.

(a) SERVICE SCALE (2003 NATIONAL AGREEMENT)

Section 1

Any employee who is subject, on June 30, 2004, to Article IV, Section 5 of the November 7, 1991 National Agreement 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.

(b) RATE PROGRESSION ADJUSTMENT FOR PROMOTION (1996 NATIONAL AGREEMENT)

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 Agreement (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.

(c) RATE PROGRESSION - NEW HIRES (1991 NATIONAL AGREEMENT)

In any class of service or job classification, rates of pay, additives and other applicable elements 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.

RULE 3. PAY DIFFERENTIALS AND SPECIAL ALLOWANCES.

(a) SPECIAL PAY DIFFERENTIAL (1991 NATIONAL AGREEMENT)

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.

Section 2 - Conditions

(a) Under the applicable agreement governing the consist of train crews:

- (i) a member of the train crew is entitled to receive a productivity fund payment, or per-trip payment in lieu thereof, and
- (ii) the carrier is required to make a productivity fund payment for that trip or tour of duty.

(b) The engineer must have:

- (i) an engineer's seniority date no later than the date that determines eligibility for "protected employees" receiving productivity fund payments in that territory, or
- (ii) 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.

(b) ENGINEER CERTIFICATION PAY (1996 NATIONAL AGREEMENT)

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.

RULE 4. NEW TYPE LOCOMOTIVE.

If a type of locomotive is introduced which was not formerly in use and the rates herein provided are less than those in effect for the same type on immediately adjacent railroads upon which the operating conditions are comparable, the rates of such locomotive on other railroads shall be applied.

RULE 5. MULTIPLE-UNIT DIESEL LOCOMOTIVES.

All units of a diesel-electric locomotive in all road services which are connected one with another by control cables shall be considered one locomotive when in charge of one engineer, and the rate of pay shall be determined by the weight-on-drivers of all units so connected and in charge of one engineer, even though one or more of the connected units of the diesel locomotive are inoperative.

NOTE: This rule shall not be construed to mean that engineers in charge of helper or doubleheader engines shall be paid the combined weight-on-drivers of all units pulling the train because the engineer on the lead locomotive controls the air brakes, etc.

In yard service, the rate of pay shall be determined by the combined weight-on-drivers of the maximum number of connected units of the locomotive in charge of one engineer which are operative and in use at any one time during the shift or day's work.

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

RULE 6. HANDLING LOCOMOTIVES (Incidental Work).

Incidental Work (1986 ARBITRATION BOARD NO. 458)

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
- (c) Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts
- (d) Inspect locomotives
- (e) Start or shutdown locomotives
- (f) Make head-end air tests
- (g) Prepare reports while under pay
- (f) Use communication devices; copy and handle train orders clearances and/or other messages
- (g) Any duties formerly performed by firemen.

RULE 7. EXCHANGING TRAINS EN ROUTE.

Engineers hired prior to October 31, 1985 working in through freight service, handling trains destined to the same objective terminal, required between terminals of their assigned district to exchange trains will be allowed payment of one arbitrary hour in addition to all other road and terminal time for the trip, but this shall not qualify for engine change payment under this rule.

RULE 8. TWO OR MORE LOCOMOTIVES.

When two (2) or more locomotives are used during trip, or day's work, the rate applicable to the heaviest engine on drivers shall be paid for the entire day or trip.

RULE 9. 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 any locomotive used shall be paid for the entire day or trip.

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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 except when a combination of service includes work, wreck, helper or pusher service and such movements are made in the performance of work, wreck, helper or pusher service.
 2. Conversion rules.
 3. Terminal switching and/or special terminal allowance rules.

RULE 10. SERVICE PAID THROUGH FREIGHT RATES.

Rates for engineers in through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be paid the through freight rate.

MEMORANDUM AGREEMENT - TO 5546 (BLE-No.)

IT IS AGREED:

The following shall be adopted as a provision of Agreement to constitute an addition to Rule 1 of the January 1, 1977 Engineers' Basic Work Rules Agreement to be identified as Note 5, constituting an exception to Rule 10:

NOTE 5: Engineers manning turnaround pool freight service between Salt Lake and Ogden will be paid the applicable local freight rate.”

This Agreement shall be effective February 1, 1978.

Dated at Salt Lake City, Utah, this 27th day of January, 1978.

(Signatures Omitted)

RULE 11. LOCAL FREIGHT SERVICE.

- (a) For local or way freight service, fifty-six cents (56¢) per 100 miles or less for engineers shall be added to the through freight rates according to class of engine; miles over 100 to be paid pro rata.
- (b) Local rate shall be paid for assigned local freight service, assigned mixed train (COMBINED FREIGHT AND PASSENGER) service, assigned log train service, and beet train service.
- (c) Engineers working in local freight service on assignments bulletined and assigned to five (5) days per week shall be compensated at the prevailing local freight rate computed on the pay code weight-on-driver basis minimum of 1,850,000 – 1,900,000 lbs. weight-on-drivers.

RULE 12. LIGHT ENGINES.

Engineers operating locomotives without cars in road service for their entire tour of duty shall be paid the through freight rate.

PASSENGER SERVICE

Rule 13 through Rule 23 relating to “PASSENGER SERVICE” contained within the 1977 Idaho Schedule are not reproduced herein.

FREIGHT SERVICE

RULE 24. BASIC DAY AND OVERTIME.

- (a) In all road service other than thru and passenger, one hundred (100) miles or less, eight (8) hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of one-hundred (100) will be paid for at the mileage rates provided, according to class of engine or other power used.
- (b) PAY RULES (1991 NATIONAL AGREEMENT)

Section 1 - Mileage Rates

- (a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day will not be subject to general, cost-of-living, or other forms of wage increases.
- (b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of June 30, 1986. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 2 - Miles in Basic Day and Overtime Divisor

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

Effective Date of Change	Thru Freight Service		Thru Passenger Service	
	Miles in Basic Day	Overtime Divisor	Miles in Basic Day	Overtime Divisor
July 29, 1991	114	14.25	114	22.8
Jan. 1, 1992	118	14.75	118	23.6
Jan. 1, 1993	122	15.25	122	24.4
Jan. 1, 1994	126	15.75	126	25.2
Jan. 1, 1995	130	16.25	130	26.0

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

(c) 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 July 29, 1991, overtime on a trip in through freight service of 125 miles will begin after 8 hours and 46 minutes ($125/14.25 = 8.77$ hours). In through freight service, overtime will not be paid prior to the completion of 8 Hours of Service.

Section 3 - Conversion to Local Rate

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.

Section 4 - Duplicate Time Payments

(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.

(c) **OVERTIME**

1. In other than pool freight and passenger on runs of one hundred (100) miles or less, overtime shall begin at the expiration of eight (8) hours; on runs of over one hundred (100) miles overtime shall begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.
2. For pool freight and passenger the following shall apply.
 - (a). Post October 31, 1985 engineers:

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 July 29, 1991, overtime on a trip in through freight service of 125 miles will begin after 8 hours and 46 minutes ($125/14.25 = 8.77$ hours). In through freight service, overtime will not be paid prior to the completion of 8 Hours of Service.

- (b). Pre October 31, 1985 engineers:

- i. For Salt Lake Hub engineers:

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.

- ii. For Portland Hub Zone 1, 2, and 3 engineers:

The agreement provision identified under subsection (b), Section 1 of Part III of this Agreement (see above) is modified to the extent that the following shall be added as a subparagraph hereof:

"On interdivisional freight service runs only, overtime shall begin when the time on duty exceeds the miles run divided by 20 or, in any case, when engineers are on duty in excess of 10 hours, overtime shall be paid for on the minute basis at 3/16ths of the daily rate per hour.

"Example: Crew operates from X to Y, a distance of 180 miles, on duty 12 hours; engineer will be paid under this rule not less than 180 miles plus 3 hours

overtime at the hourly rate of 3/16ths of the daily rate.

(d) **OVERTIME TABLE**: See Appendix 65.

RULE 25. INTERDIVISIONAL FREIGHT SERVICE.

Note: For various Interdivisional service agreements see Appendix 10.

ARTICLE IX - INTERDIVISIONAL SERVICE (1986 ARBITRATION BOARD NO. 458)

Note: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

An individual carrier may establish interdivisional service, in freight or passenger service, subject to the following procedure.

Section 1 - Notice

An individual carrier seeking to establish interdivisional service shall give at least twenty days' written notice to the organization of its desire to establish service, specify the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

Section 2 - Conditions

Reasonable and practical conditions shall govern the establishment of the runs described, including but not limited to the following:

- (a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
- (b) All miles run in excess of the miles encompassed in the basic day shall be paid for at a rate calculated by dividing the basic daily rate of pay in effect on May 31, 1986 by the number of miles encompassed in the basic day as of that date. Weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.
- (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.

- (d) 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.
- (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.

(f) The foregoing provisions (a) through (e) do not preclude the parties from negotiating on other terms and conditions of work.

Section 3 - Procedure

Upon the serving of a notice under Section 1, the parties will discuss the details of operation and working conditions of the proposed runs during a period of 20 days following the date of the notice. If they are unable to agree, at the end of the 20-day period, with respect to runs which do not operate through a home terminal or home terminals of previously existing runs which are to be extended, such run or runs will be operated on a trial basis until completion of the procedures referred to in Section 4. This trial basis operation will not be applicable to runs which operate through home terminals.

Section 4 - Arbitration

(a) In the event the carrier and the organization cannot agree on the matters provided for in Section 1 and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 30 days after arbitration is requested by either party. The arbitration board shall be governed by the general and specific guidelines set forth in Section 2 above.

(b) The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional service in the particular territory involved in each such dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of the organization party to said arbitration.

Section 5 - Existing Interdivisional Service

Interdivisional service in effect on the date of this Agreement is not affected by this Article.

Section 6 - Construction of Article

The foregoing provisions are not intended to impose restrictions with respect to establishing interdivisional service where restrictions did not exist prior to the date of this Agreement.

Section 7 - Protection

Every employee adversely affected either directly or indirectly as a result of the application of this rule 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 6 years and to provide further that allowances in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his/her residence 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/her former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article.

This Article shall become effective June 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. Article VIII of the May 13, 1971 Agreement shall not apply on any carrier on which this Article becomes effective.

RULE 26. BEGINNING AND ENDING DAY.

In all classes of service, other than passenger, engineers' time shall commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track or they are relieved at terminal.

RULE 27. TRIP TO TERMINAL AND RETURN.

Engineers required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

RULE 28. SIDE AND LAP BACK TRIPS.

When an engineer is required to make an emergency side or lap back trip between his or her terminals, miles made will be added to the mileage of the regular trip, and paid for on continuous time basis. Such side or lap back trips when not made in emergency, will be paid as per Rule 24, with a minimum of one hundred (100) miles for eight (8) hours or less (straight-away or turnaround), time consumed in such trips to be deducted when computing time on regular road trip.

NOTE: 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 the 2003 National Agreement.

RULE 29. SHORT TURNAROUND SERVICE.

Engineers in pool or unassigned 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 one hundred (100) miles for a day, provided, (1) that the mileage of all the trips does not exceed one hundred (100) miles; (2) that the distance run from the terminal to the turning point does not exceed twenty-five (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 eight (8) consecutive hours, except as a new day, subject to first-in, first-out rule or practice. Crews shall be notified when called for turnaround service.

NOTE 1: **SALT LAKE HUB** - ART IV – B-2: Turnaround Service/Hours of Service Relief. Except as provided in (1) above, turnaround service/ 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 handle this service in all directions out of a terminal.

NOTE 2: **PORTLAND ZONE 1** - ART VI – B-1 - Turnaround Service/Hours of Service Relief. Turnaround service/ Hours of Service relief at both home and away-from-home terminals;

- (a) May be handled by extra boards at the away-from-home terminal, and,
- (b) Shall be handled by extra boards at the home terminals, if extra crews are 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.
- (c) Extra boards may handle this service in all directions out of a terminal.

NOTE 3: **PORTLAND ZONE 2 & 3** – ART VI–B–1-1. Short Turnaround Service and Hours of Service Relief. Short turnaround service and Hours of Service relief at both home and away-from-home terminals;

- (a) May be handled by extra boards at the away-from-home terminal, and,
- (b) Shall be handled by extra boards at the home terminals, if extra crews are 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.
- (c) Extra boards may handle this service in all directions out of a terminal.

RULE 30. SERVICE OUT OF AWAY-FROM-HOME-TERMINAL.

Should an engineer in pool freight service be used for turnaround service either under Rule 29 or otherwise out of his or her away-from-home terminal and then stand for turnaround service again upon becoming first-out, he or she will not be used for the second turnaround service if other engineers are available, but will hold his or her first-out position for the first call to return to his or her home terminal. Engineers used in accordance with this rule shall not be considered run around.

NOTE: Upon completion of such service, the engineer standing first-out on the pool freight board will not be used for service until legal rest is obtained.

RULE 31. * INITIAL TERMINAL DELAY.

(* 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.)

- (a) Initial terminal delay shall be paid on a minute basis to engineers in freight service after one hour and fifteen (1'15") 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, 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 1: Initial terminal delay per Rule 31 will only be applicable to engineers hired prior to October 31, 1985.

NOTE 2: Initial terminal delay for through freight service has been incorporated into the prevailing trip rates per Article V - Pay System Simplification, Part B, Section 5, (a)(1) of the 2003 National Agreement.

- (b) BLE Schedule Agreement of January 1, 1977:

"Initial terminal delay shall be paid on a minute basis to engineers engaged in interdivisional freight service for all time in excess of thirty (30) minutes computed 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 service performed, or the class of engine used, in addition to the actual road mileage of the trip, with the understanding that the actual time consumed in the performance of service for which an arbitrary allowance of any kind is paid in the initial terminal shall be deducted from the initial terminal delay time accruing under this rule."

NOTE 1: For application of this rule to engineers in interdivisional service and including engineers operating in pool freight service Salt Lake City-Pocatello-Salt Lake City, see Section 1 of Part III of Appendix No. 10

NOTE 2: For application of this rule to engineers in interdivisional service, including the engineers operating in pool freight service Salt Lake – Pocatello – Salt Lake, and turnaround pool freight service Salt Lake-Ogden-Salt Lake, as well as five (5) day local assignments, See Section 1,(a),(i) of Part III of Appendix No. 10.

NOTE 3: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is made up.

In the application of Rule 31 (a) and (b), 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 hour and fifteen minutes, or the period of thirty minutes, after which initial terminal delay payment begins.

NOTE 1. The phrase "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 and district runs.

NOTE 2. The term "freight service" as used in this rule shall apply to engineers of light locomotives when the engineer is paid the road through freight rate and where the light locomotive does not become engaged during the trip or day's work in any of the services to which initial terminal delay does not apply under Note 1.

- (c) 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.

- (d) 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 32. * FINAL TERMINAL DELAY--FREIGHT SERVICE.

(* 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.)

Section 1 - Computation of Time

In freight service all time, in excess of 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.

NOTE: Final terminal delay for through freight service has been incorporated into the prevailing trip rates per Article V - Pay System Simplification, Part B, Section 5, (a)(1) of the 2003 National Agreement.

Section 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.).

Section 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.

Section 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.

Section 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.

Section 6 - Local Freight Service

In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

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 33. *TERMINAL SWITCHING AND FINAL TERMINAL DELAY-- FREIGHT SERVICE.

(* 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.)

In freight service time consumed in switching at the initial terminal and switching and delay time at the final terminal shall be combined and computed at the pro rata rate. Such time shall then be paid for in addition to full mileage of the trip, provided that if overtime accrues calculated from time of reporting for duty, the combined switching and delay time as set forth herein or overtime, whichever is greater will be paid, but not both. When no switching is performed at the initial terminal, the combined switching and delay time at the final terminal will be paid for in accordance with Rule 32.

NOTE 1: In calculating the time engaged in switching at the initial terminal, the time will be continuous from the time the switching work is begun until it is completed and the train coupled together.

NOTE 2: Terminal switching in through freight service has been incorporated into the prevailing trip rates per Article V - Pay System Simplification, Part B, Section 5, (a)(1) of the 2003 National Agreement.

RULE 34. (PURPOSELY LEFT BLANK.)

RULE 35. RE-ICING AND HEATER SERVICE--POCATELLO AND MONTPELIER.

This rule is retained in the April 1, 1956 Agreement but not carried forward herein.

RULE 36. (PURPOSELY LEFT BLANK.)

RULE 37. TERMINAL WORK WHERE YARD CREWS ON DUTY.

Engineers may be required to perform the following work in connection with their own train at points where yard crews or hostlers are employed:

Set defective or bad order cars from their own train.

Exchange engine and caboose of their own train.

Handle engine and caboose in connection with their own train as follows:

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

(b) Final Terminal. Handle the caboose of their own train to the caboose or lay-up track and/or couple their own caboose to another outbound train; and deliver all units connected to the operating unit or units to the enginehouse facility or lay-up track.

When work is performed by a road freight engineer, as herein provided, such work shall be considered as part of the road trip and additional compensation for such work shall not be paid under either road, yard, or hostling rules or regulations.

Above modified by Article VIII, Section 1, Award of Arbitration Board No. 458:

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

(a) 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.

(b) 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.

(c) 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.

(d) 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 (November 1, 1985) and such allowances are not subject to general or other wage increases.

(e) 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 pick-ups.”

Above modified by Article VIII, Section 1, PEB No. 219.

“(a) 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.

(b) 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.

(c) 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 38. ENGINEERS SWITCHING ENROUTE WHERE YARD CREWS STATIONED.

Road engineers enroute required under instructions to do switching where yard crews are stationed, other than setting out bad order cars from their train and/or making a straight set out of other cars from their train and/or making a pick up of cars into the train which are first out from a single track, will be paid the actual time consumed with a minimum of one hour in addition to all other time for the trip and without deduction for the time so consumed.

NOTE: The payment provisions cited within Rule 38 shall only apply to ‘switching’ where yard crews are stationed. This does not modify the provisions of the intermediate picking up and/or setting out of cars as described in Article VIII, Section 1(c) as contained within Arbitration Award No. 458 which states:

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

(c) 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.”

RULE 39. FIRST-IN FIRST-OUT.

(a) Engineers in pool freight service shall run first-in first-out if rested and available. The tie-up time at the terminal shall govern in determining the order in which engineers shall be called for subsequent service.

(b) When two (2) engineers of the same pool are called for the same train, one to perform service, the other to deadhead, the engineer standing first-out shall deadhead. If both engineers are not on full rest, the fully rested engineer may be used for the service trip.

(c) Engineers assigned to the extra board shall run first-in first-out if rested and available. The tie-up time at the terminal shall govern in determining the order in which extra engineers shall be called for subsequent service.

(d) When two (2) extra engineers of the same extra board are called for the same train, one to perform service, the other to deadhead, the engineer standing first-out shall make an election as to whether he/she shall perform service or deadhead. If both are not on full rest, the fully rested engineer may be used for the service trip.

(e) When two (2) engineers of the same pool or the same extra board arrive at the same terminal, one deadheading, the other in service, the engineer deadheading shall be considered as having tied-up first.

(f) When an extra engineer performs a combination of both road and yard work train service, the time released from duty shall govern in determining the order in which such engineer shall be called for subsequent service in relationship to other engineers of the same extra board who have arrived at the terminal in other classes of service. If no final terminal work train service is performed, the tie-up time shall govern.

NOTE: The term “rested and available” under this rule shall be understood to mean that an engineer shall be “rested and available” eight (8) hours from time tied up where his or her tour of duty was less than twelve (12) continuous hours and ten (10) hours from time tied up where his or her tour of duty was twelve (12) continuous hours.

(g) When two (2) extra road engineers from the same board are called to deadhead on the same train, the engineer standing first-out shall make an election as to which service or run he/she shall be deadheaded to.

RULE 40. EXTRA ENGINEERS--OUTLYING POINTS. (ROAD OR YARD).

(a) An extra engineer sent to an outlying point for service will be released and returned to the extra board point, if other extra engineers are available at the expiration of six (6) days, or when working on an assignment having a layover day or rest day, he or she shall be released upon completion of the work on the date preceding such layover day or rest day. Where the services of an extra engineer are required at such outlying point after the sixth (6) day or after the layover day or rest day, as the case may be, another extra engineer will be sent to the outlying point for a like period.

Under this rule deadhead allowance shall be paid to the first extra engineer for deadheading to the outlying point and to the last extra engineer returning to the extra board point after all the extra service has been completed. Intermediate deadheading shall not be paid for except as provided in Section (b). Where service at the outlying point is occasioned by application of the mileage regulations or as provided in Rule 117(a), no deadhead allowance shall be paid.

(b) When it becomes necessary because of sickness or emergency to relieve one extra engineer by another extra engineer at an outlying point prior to the time stated in Section (a), the extra engineer relieved shall not be paid any deadhead allowance which might otherwise accrue under Section (a), but the relieving engineer shall be paid deadhead allowance to the outside point.

(c) Under this rule an extra engineer may be used to fill two (2) or more vacancies at the outlying point provided he or she is released at the expiration of six (6) days or the day preceding the layover day of the position he or she is filling as provided herein.

(d) Yard and road service engineers working at outside points where extra boards are not maintained, shall be privileged to take their vacations in installments, subject to the applicable provisions of this section, and further, where relief for vacations under this arrangement incurs deadheading, the following regulations shall govern:

(1) Deadhead allowances shall be limited to one round trip and payments shall be divided as follows:

(a) The first relief employe deadheading to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the relief point. Deadhead trips to an outside point to protect either a second or third installment of a vacation shall not be paid for.

(b) The last relief employe returned from an outside point after all installments of a vacation have been taken will be allowed deadhead pay for the return trip.

(c) Intervening deadhead trips from an outside point, after protecting either a first or second installment of a vacation, shall not be paid for, and, where the vacancy continues to exist on the same run or assignment in the application of the several rules of the effective Agreement, intervening deadhead trips, incident to filling the continuing vacancy, shall not be paid for.

RULE 41. TURNAROUND SERVICE AND HOURS OF SERVICE RELIEF.

When a relief crew is dispatched from a point where an engineers' extra board is maintained, extra engineers' shall, when available, be used for such relief service except that pool crews of the Salt Lake-Pocatello District shall be used out of Pocatello for relief service south of McCammon.

The use of extra boards for Hours of Service relief will be governed by the territorial/zone boundaries or the lines of demarcation (if any) as provided by existing agreements.

Salt Lake Hub:

“Turnaround Service/Hours of Service Relief.

Except as provided in (1) above, turnaround service/ 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 handle this service in all directions out of a terminal.”

Portland Hub – ZONE 1:

“1. Turnaround Service/Hours of Service Relief.

Turnaround service/ Hours of Service relief at both home and away-from-home terminals;

(a) May be handled by extra boards at the away-from-home terminal, and,

(b) Shall be handled by extra boards at the home terminals, if extra crews are 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.

(c) Extra boards may handle this service in all directions out of a terminal.

2. Nothing in this Section B (1) prevents the use of other crews 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 and payments required by the controlling CBA shall continue to be paid when this work is performed.”

Portland Hub – ZONE 2 & 3:

“1. Short Turnaround Service and Hours of Service Relief.

Short turnaround service and Hours of Service relief at both home and away-from-home terminals;

(a) May be handled by extra boards at the away-from-home terminal, and,

(b) Shall be handled by extra boards at the home terminals, if extra crews are 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.

(c) Extra boards may handle this service in all directions out of a terminal.

2. Nothing in this Agreement prevents or precludes the use of other employees/crews to perform work currently permitted by prevailing agreements; including, but not limited to yard crews performing hours-of-service relief within the road/yard service zone, interdivisional service or pool crews performing service and deadheads between terminals, road switchers handling trains within their zones and/or using an engineer from a following train to work a preceding train. Payments required by the controlling collective bargaining agreement shall continue to be paid when this work is performed.”

RULE 42. EXTRA ROAD ENGINEERS USED IN YARD SERVICE.

At locations where separate road and yard engineer extra boards are maintained, extra road engineers used on a yard service assignment shall be paid yard rates and will be governed by yard service rules but shall stand first-out for road service as soon as he or she has obtained eight (8) hours rest after working one shift in yard service.

RULE 43. DOUBLING HILLS.

(a) Where in through freight service the published or established tonnage rating of a locomotive is exceeded with the intention of doubling, the double shall be considered a lap back trip not made in emergency and engineers making the double will be paid in accordance with Rule 28.

(b) No extra or arbitrary payment for doubling hills will be made to engineers in helper or work train service, assigned or unassigned.

(c) **Beet Train and Log Run Assignments.** Where necessary to double a hill account handling tonnage in excess of the rating of the engine on beet train or log train assignments, engineers will be paid actual miles or hours consumed in making the double, with a minimum of one hour or 12 1/2 miles, in addition to all other time allowances for that trip or day's work and without any deductions therefrom, the mileage of such double, not to be taken into account in computing trip mileage.

(d) **Assigned Local Freight and Mixed Train Service.** Where the published or established rating of the locomotive is exceeded with the intention of doubling, an allowance of fifty (50) miles per trip to cover all time consumed in doubling will be paid in addition to all other time for the trip, provided, however, that no additional payment for doubling will be made on locals assigned by bulletin to make two (2) or more trips out of initial terminal (one of which may be to a point enroute), unless it is necessary to double because tonnage on a single trip is in excess of the rating of the locomotive on such trip.

NOTE: Where the bulletined assignment covers a roundtrip, such as a local assigned from "A" to "B" and return and train is required to double in both directions, the allowance of fifty (50) miles will apply in each direction.

RULE 44. SPECIAL MILEAGE ALLOWANCES.

(a) For each double between Salt Lake and Ogden, a basic day (or trip rate if applicable) will be allowed.

(b) For each double between Boise and Nampa, sixty (60) miles will be allowed.

RULE 45. REGULAR LOCAL AND MIXED TRAIN (COMBINED FREIGHT AND PASSENGER) ASSIGNMENTS.

(a) Bulletins calling for bids for regular local and mixed train service assignments will show the terminal or terminals of the assignment, days per week, territory to be served and time it is expected engineer will be required to report for duty.

(b) Engineers of assigned locals or mixed train service runs may be called two (2) hours in advance or two (2) hours later than starting time established by bulletin without penalty payment.

(c) If required to report for work more than two (2) hours in advance of bulletined starting time, a minimum of one hundred (100) miles will be paid for service in advance of bulletined starting time in addition to hours or miles (with minimum of one hundred (100) miles) for service on bulletined assignments.

(d) If required to go on duty more than two (2) hours later than the bulletined starting time, pay will commence two (2) hours later than the bulletined starting time, except, that where any member of the train and engine crew requires rest under the Hours of Service Law, pay will not commence until the expiration of the maximum legal rest period required by any member of the train and engine crew.

(e) When an engineer is not brought on duty until after midnight at the terminal from which his or her assignment is scheduled to depart before midnight, and he or she has not made a trip on the assignment

out of that terminal on the preceding calendar day, a guarantee day equivalent to the mileage of his or her assignment with a minimum of one hundred (100) miles will be allowed for that calendar day.

(f) When an engineer is brought on duty before midnight, the service trip commencing as of the time brought on duty will apply against the guarantee for that calendar day. When an engineer is brought on duty after midnight and guarantee is paid in accordance with section (c), the assignment for the next succeeding trip may be cancelled and an extra engineer used, in which event the regular engineer will be paid the guarantee of his or her bulletined assignment with a minimum of one hundred (100) miles.

(g) The provisions of this rule are subject to the provisions of Rule 93.

RULE 46. EXTRA SERVICE.

Engineers of regular assignments who are required to perform extra service before beginning or after completing their regular assignment will be paid a minimum of a basic day (at the applicable class of service) for such extra service in addition to not less than the earning of their regular assignment. On regular assignments having layover day or days at outlying points, engineers required to perform service on layover day shall be paid therefore in accordance with Rule 107.

RULE 47. CONVERSION.

(a) Except as provided in Section (b), engineers in through freight service, doing local work, viz., loading and/or unloading a total of 2500 pounds or more of merchandise, loading and/or unloading five (5) or more cars of livestock, picking up and/or setting out at three (3) or more stations, (exclusive of cases on a straightaway trip where the entire train is set out or picked up on or from a single track) or where general switching (cars to be picked up and/or set out are in seven (7) or more places) is necessary at any station in order to get pick ups or set outs, the placing to spot of car or cars that were not a part of the train of the handling engineer nor incidental to the re-spotting of cars in making pick up or set outs, from his or her train, or where required to load stock or switch out cars to be picked up by another train, will be paid local rates for the trip.

(b) Not carried forward.

NOTE: Application of this Rule will not apply to through freight pools under trip rates.

WORK TRAIN AND RELATED SERVICES

RULE 48. TIE-UPS.

(a) Engineers in work, wreck, construction, circus, snow plow, company supply and beet train service may be tied up at any point where food and lodging can be procured, terminal rules shall not apply to services herein listed but time on duty shall include time required to make inspection, complete all necessary reports and/or register off duty, not exceeding fifteen (15) minutes from time locomotive is placed on designated track.

(b) Engineers in services listed in Section (a) will not be paid for time tied up, and a separate trip will commence as of time required to report for duty each day.

(c) Where it is necessary to tie up work trains at points where food and lodging cannot be procured, the

engineer of such work train will be paid miles or hours whichever is the greater from time of release from duty at such point to time of arrival at the nearest station where food and lodging can be procured; and miles or hours, whichever is the greater, from time instructed to report at such station to time of arrival at the point where work train is tied up and the engineer goes on duty. This payment will be made as an arbitrary separate and apart from the service trip which shall be calculated from the time on duty to the time off duty at the point where the work train is tied up.

NOTE: Under this section, mileage will be computed on basis of highway or rail mileage, depending upon service used. Where highway is used, mileage will be computed on basis of shortest available route.

MEMORANDUM AGREEMENT

RLA-6-393 (BLE-No.)

Due to the conflict that prevails between Section I(a) of Part IV of the Interdivisional Service Agreement, reproduced on Pages 155-156 of the January 1, 1977 Basic Work Rules Agreement, wherein reference is made to "unassigned work train service" and Rule 48, "tie-ups" of the Basic Agreement, IT IS AGREED:

Section 1. The term "unassigned work train service" contained in Section I(a) of Part IV of the Interdivisional Service Agreement, reproduced on Pages 155-156 of the January 10, 1977 Basic Work Rules Agreement is hereby deleted therefrom.

Section 2. This Agreement shall be effective February 1, 1978.

Dated at Salt Lake City, Utah, this 27th day of January, 1978.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

UNION PACIFIC RAILROAD:

s/ J. L. McDermott

s/ Alden Lott

RULE 49. GUARANTEE.

(a) Engineers on regular work trains shall be allowed full time including Sundays. Work train service in excess of three (3) days shall be considered regular work train service.

(b) All newly established work train assignments shall be manned by available engineers from the Engineers' Extra Board pending issuance of seniority and assignment bulletins, except that an engineer who is eligible to exercise seniority under applicable rules may exercise seniority on the work train during the life of the seniority bulletin. This rule shall not be construed as a prohibition against the use of engineers other than extra engineers for wrecking train or other trains (sometimes referred to as work trains) when such train operations are occasioned by washouts, snow blockages and similar occurrences.

MEMORANDUM AGREEMENT

RLA-6-393

MANNING WORK TRAINS - POCATELLO NAMPA

IT IS AGREED:

Section 1. Unassigned work train service between Pocatello and Nampa where such operation extends into the opposite protecting extra board radius, such service shall be manned as follows:

1. Unassigned work train service shall be manned from the protecting extra board point where the service originates and during the time the service is confined exclusively to the territory of the protecting extra board.
2. When the work train service overlaps into the opposing protecting extra board radius between Pocatello and Nampa, such service shall continue to be manned by the crew from the extra board point where the service originated until and unless the work train service continues in the overlapping territory for more than one tie-up.

EXAMPLE 1: Unassigned work train service originating at Pocatello operates Pocatello, to Shoshone and ties up. Operates Shoshone to Glenna Ferry and ties up, operates Glenna Ferry to Mountain Home and ties up, operates Mountain Home to Nampa and ties up. The Pocatello extra board engineer would remain on the work train through to Nampa.

EXAMPLE 2: If the unassigned work train service under Example 1 ties up at Mountain Home more than one tie-up, the Pocatello engineer would be released following the day's work after the first tie-up and a Nampa engineer would man the work train working out of Mountain Home on the second day.

EXAMPLE 3: If the same work train in Example 1 continues eastbound out of Nampa following the first tie-up, the Pocatello engineer may be used return - to Pocatello.

NOTE: Examples 1, 2 and 3 would apply in the same manner for a work train originating at Nampa working through to Pocatello.

Section 2. This Agreement shall be effective January 1, 1979, and thereafter, subject to the condition that it shall automatically terminate and be of no further force nor effect twenty (20) days after written notice is served by either party upon the other of their desire to so terminate.

Dated at Salt Lake City, Utah, this 4th day of January, 1979.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

UNION PACIFIC RAILROAD:

s/ J. L. McDermott

s/ Alden Lott

RULE 50. ROTARY SNOW PLOW SERVICE.

(a) Engineers operating rotary snow plows shall be paid at the prevailing rate for all time actually engaged in rotary snow plow service, time in excess of eight (8) hours to be paid for at the hourly rate of three-sixteenths (3/16) of the daily rate on the minute basis. Rule 96 shall apply to engineers held at any point for rotary snow plow service.

(b) The senior available qualified engineer at the terminal or on the district from which the service is protected who makes written application to the Chief Crew Dispatcher will be used for rotary snow plow service. If no written applications are on file with the Chief Crew Dispatcher, available qualified engineers on the extra board shall be used. If there are no written applications and no qualified

engineers available on the extra board, the company may use any engineer who is qualified and, if taken from a regular assignment in other service he or she shall be paid the earnings in rotary snow plow service or the earnings of his or her regular assignment, whichever is greater, as provided in Rule 118.

(c) Rule 48 shall apply to engineers tied up in single crew rotary snow plow service. In double crew rotary snow plow service, Rule 51 shall apply.

RULE 51. DOUBLE CREW SNOW SERVICE.

(a) In snow service where two (2) engineers are used alternately working and deadheading in continuous operation, the engineer working shall be paid under Rule 24 for each working period at the work train rate. The engineer deadheading shall not be paid overtime but shall be paid miles or time, whichever is the greater, at the prevailing rate for eight (8) hours or one hundred (100) miles with a minimum of one hundred (100) miles.

(b) Section (a) shall also apply when two (2) engineers are used alternately to operate the rotary snow plow, except that for the working period engineers operating the rotary snow plow shall be paid at the basic daily rate.

(c) Where two (2) engineers are used with the locomotive handling the rotary snow plow, two (2) engineers shall be used with the rotary snow plow.

(d) Under this rule, where two (2) engineers are used for continuous operations, engineers will, as near as practicable, work twelve (12) hour periods alternately.

(e) Should the continuous operations contemplated by this rule be interrupted for any reason, engineers may be tied up at any time as provided in Rule 48, except that a period of release less than eight (8) hours shall not be considered as a tie-up under this rule.

RULE 52. UNASSIGNED SNOW SERVICE.

(a) The following services shall be considered unassigned snow service:

1. Operation of light engines equipped with flangers, pilot plows or other apparatus for removing snow or ice from tracks.
2. Operation of locomotives handling train of snow removal equipment, such as Jordan Spreaders; rotary snow plows, wedge plows, etc.

(b) Except as provided in Section (c), engineers in snow plow service shall be paid the work train rate and when tied up Rule 48 shall govern.

(c) When engineers in snow service are tied up at outlying points, their time shall begin eight (8) hours (or when rested) from time tied up under the following conditions:

1. When, during their tour of duty, they were unaccompanied by a conductor or trainman.
2. When, during their tour of duty, they perform station switching, helped or doubleheaded a train of revenue traffic or handled cars of revenue traffic from one station to another.

NOTE 1. Switching, handling and/or replacement of cars at a station to permit the tracks being cleared of snow shall not be construed as station switching under this rule.

NOTE 2. Engineers in unassigned snow service shall not be considered as tied up where period of release from duty is less than 8 hours.

HELPER SERVICE

RULE 53. BASIC DAY.

One hundred miles will be allowed for the first eight consecutive hours or less, miles over 100 to be paid for pro rata. If used on trip which departs from home terminal after the expiration of eight hours from the time required to report for duty on initial call for service, or after having run 100 miles or more, engineers will begin a new helper day of eight consecutive hours or less.

RULE 54. OVERTIME.

On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12.5. Overtime shall be paid for on the minute basis at an hourly rate of 3/16ths of the daily rate. When miles exceed hours, miles will be allowed.

RULE 55. TIME ON DUTY.

In helper service time on duty includes time required to make inspection, complete all necessary reports and/or register off duty, not exceeding 15 minutes from time locomotive is placed on designated track.

RULE 56. BULLETINS--ASSIGNMENTS.

Bulletins advertising vacancies in helper service, or the establishment of new stations at which engineers are to be assigned to helper service exclusively, shall designate the station at which they are to be assigned for service and said station shall be known as their home station. Engineers assigned thereunder shall be paid continuous time from the time they are required to report for duty at their home station until returned thereto, subject to Federal Tie-up rules.

RULE 57. GUARANTEE.

Assigned helper engineers shall be allowed a minimum of 100 miles for each calendar day.

RULE 58. STARTING TIME.

(a) For regular helper service assignments a three-hour period shall be designated within which the assigned helper engineer may be called on duty at any time, payment for the trip to begin at time required to report for duty.

(b) When regularly assigned helper engineers are called to report for duty after the designated three-hour period, payment for the trip shall be computed from the expiration of the three-hour period.

(c) When regularly assigned helper engineers are called on duty in advance of the designated three-hour period, the service shall be considered as an extra service trip for which a minimum day will be paid.

When called on duty in advance of the designated three-hour period and the time on duty extends through and beyond the three-hour period, the extra service trip will be considered as ending and the regular trip as beginning at the expiration of the designated three-hour period. When the extra service trip in advance of the three-hour period is completed prior to the beginning of the three-hour period and no other service is performed on that date Rule 57 shall apply.

(d) The designated three-hour period may be changed at any time upon 48 hours advance notice.

(e) This rule shall apply only to regular helper service assignments.

RULE 59. UNASSIGNED HELPER SERVICE.

Extra engineers will be used for unassigned helper service operated out of a point where an extra board is maintained except that on the Dillon-Butte District pool freight engineers shall be used for unassigned helper service on that district.

MEMORANDUM AGREEMENT IDE-5498

IT IS AGREED:

The following is adopted as a special provision of Agreement covering the performance of unassigned helper service on the Idaho Fourth (4th) Subdivision involving the POCATELLO-LIMA territory under the provisions of Rule 59 of the Basic January 1, 1977 Work Rules Agreement:

1. Payment of actual miles operated incident to helper service in the Dubois- Monida territory with a basic day minimum.
2. Payment of actual miles operated outside the Dubois-Monida territory.

All pending claims shall be resolved on the basis of this Understanding.

Dated at Pocatello, Idaho, this 7th day of April 1977.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

UNION PACIFIC RAILROAD

s/ Alden Lott
Director Labor Relations

RULE 60. SWITCHING.

Engineers in helper service required at their home station to perform switching shall be paid actual time consumed as an arbitrary allowance. For purposes of this rule, handling cars (other than cabooses) incident to cutting helper engine into or out of the train, will be considered switching.

RULE 61. CONVERSION.

Engineers in helper service required at other than home station to pick up cars, set out cars or perform station switching will be paid the local rate for their entire tour of duty. Handling cabooses or other cars in cutting helper engine into or out of train shall not be considered as setting out cars, picking up cars or station switching.

RULE 62. HELPER SERVICE--EXTRA ALLOWANCES.

Engineers in helper service out of Glenns Ferry required to go beyond Bliss or beyond Mountain Home shall be paid time consumed or miles run beyond such points in addition to a basic day in helper service. Time consumed beyond such points shall be deducted in computing payment for the total tour of duty, provided that where payment on a continuous time basis from time of reporting for duty until finally released produces greater compensation the latter basis of payment shall apply. This basis of computation shall also apply to:

- (1) Engineers performing helper service out of Kemmerer required to go beyond Nugget westward; beyond East Kemmerer eastward or beyond Moyer Junction onto the Cumberland Branch.

YARD SERVICE

RULE 63. RATES OF PAY.

Rates of pay for yard service shall be as follows:

See current prevailing rate tables.

NOTE 1. The rates of pay in the diesel weight bracket 450,000 - 500,000 pounds will be the minimum standard rates of pay in yard service.

NOTE 2. Differential for Engineers working without Firemen: Refer to Attachment (g) of the 1996 System Agreement reproduced in Rule 1,(b).

RULE 64. BASIC DAY.

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

RULE 65. OVERTIME.

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

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" shall not apply to employees paid road rates, but governed by yard rules).

3. Where an extra engineer commences work on a second shift in a twenty-four hour period, he or she shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift. A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the engineer at the time he or she started to work on the last shift on which his or her basic day was paid for at the pro rata rate.
4. An extra engineer changing to a regular assignment or a regularly assigned engineer reverting to the extra list shall be paid at the pro rata rate for the first eight 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 engineer available to perform the work at pro rata rate. (When an engineer is required to fill a hostler position, he or she will be considered in the same grade of service under this rule, and Section 3 shall apply).

Extra Board Engineers utilized to protect hostler vacancies will not have the compensation received from this service utilized to off-set any guarantee from the extra board. When such extra engineers are utilized, his or her earnings for this service will be above and beyond any guarantee that may be due that employee for the particular month in question.

NOTE 1. Where a seniority board is in effect, in cases where there is an engineer(s) on the board available for work at the pro rata rate, the senior engineer who exercises his or her seniority to work two shifts, the second of which would otherwise, under the provisions of this rule be paid at the over-time rate, shall be paid at the pro rata rate.

NOTE 2. The adoption of this rule shall not affect any rule relating to service performed on a succeeding trick when an employees' relief fails to report at the fixed starting time.

RULE 66. TIME BEGINS AND ENDS.

Time begins when required to report for duty at the designated on-duty point, and ends when the engineer reaches the off-duty point and is released from duty.

RULE 67. POINT FOR BEGINNING AND ENDING DAY.

(a) Yard engineers shall have a designated point for going on and off duty.

(b) The point for going on and off duty will be governed by local conditions. In certain localities instructions will provide that engineers will report at the hump, others report at yard office, others at enginehouses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

RULE 68. CALCULATING ASSIGNMENTS.

The time for fixing the beginning of assignments is to be calculated from the time fixed for the engineer to begin work without regard to preparatory or individual duties.

RULE 69. ASSIGNMENTS.

Engineers shall be assigned for a fixed period of time which shall be for the same hours daily. So far as is practicable, assignments shall be restricted to 8 hours work. Assignments may be discontinued at any time, engineer to be notified, where possible, prior to the end of the last shift thereof.

RULE 70. STARTING TIME.

(a) Regularly assigned engineers shall 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 AM and 8:00 AM; the second 2:30 PM and 4:00 PM; and the third 10:30 PM and 12 midnight.

NOTE: For application on Salt Lake City yard assignment YSC51, see Appendix 64.

(c) Except in case of emergency, in calling extra shifts in yards where continuous yard service is maintained by regular yard crew assignments, the extra shifts shall be started within one of the three periods named in Section (b).

(d) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).

(e) 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 AM and 10:00 AM and the second not later than 10:30 PM.

(f) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections (b) or (e).

(g) At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).

(h) Where mutually agreeable, on account of conditions produced by having two standards of time, starting time may be changed one hour from periods above provided.

RULE 71. MEAL PERIOD.

(a) Engineers will be allowed 20 minutes for lunch between 4½ and 6 hours after beginning work as a crew unit, without deduction in pay, the lunch period to be completed by the end of the sixth hour.

(b) Engineers will not be required to work longer than 6 hours after first meal period without being allowed an additional 20 minutes for lunch, with no deduction in pay or time therefore.

RULE 72. ARBITRARIES.

Where it has been the practice or rule to pay a yard engine crew or either member thereof arbitraries or special allowances, or to allow another minimum day for extra or additional service, performed during the course of or continuous after the end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard

service, or as provided in yard-road service rule.

RULE 73. ROAD SERVICE. (1986 ARBITRATION AWARD NO. 458)

(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 crews 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. This paragraph does not apply to work train or wrecking service.

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 therefrom for the time consumed outside of switching limits. Such payments are limited to employees whose seniority date in engine or train service precedes 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 74. CALLING--YARD SERVICE.

(a) Regularly assigned yard service engineers and extra yard service engineers protecting vacancies of regularly assigned yard service engineers in outside yards will report for duty at their assigned starting time and starting point without being called.

(b) At terminals where yard engineers' extra boards are maintained engineers required for irregular assignments in yard service and who reside within one and one-half miles from crew dispatcher's office will be called, as near as practicable, one hour before time required to report for duty. Where yard service engineers provide themselves with telephone service at their own expense they shall be called by telephone and the distance within which they shall be called shall not be limited.

RULE 75. CALL AND RELEASE.

Extra engineers called for service and who report to work on the assignment but are not used, will be

allowed a day's pay at rate of locomotive to be used and return to the extra board last out. If called while working to double on a succeeding shift, will not be considered as being called if the call is cancelled prior to completion of shift on which he/she is then working.

RULE 76. SENIORITY.

Yard engineers will hold district rights. They can exercise their seniority as to shifts and runs in their respective yards.

RULE 77. SENIORITY--EXERCISING.

When an assigned yard engineer is displaced or the position discontinued, he or she may exercise their seniority or work on the extra board, or they may place on a permanent vacancy, this with the understanding that he or she must make application for the job when bulletined. Failure to make application will deprive him or her from displacing an assigned engineer or taking another permanent vacancy. If he or she places on an extra board and is later displaced or cut off such extra board through no fault of his or her own, he or she may displace a junior engineer on a regular assignment if there are any on the seniority district. A yard engineer may make application for and be placed on any extra board on the seniority district before junior engineers are added to said board.

For application at Salt Lake City, a yard engineer moving from one assignment to another in the exercise of seniority, as herein provided and who has sufficient seniority to hold a regular position, may, at the time of notification, elect to be used on any vacant position during the first twenty-four (24) hours if he/she would otherwise lose a days work. No penalty shall accrue to extra engineers as a result of the application of this rule.

NOTE: For locations other than Salt Lake City reference Appendix 2, Section 7 – (Float Rule.)

EXCERPT FROM APPENDIX 2:

Section 7. Notwithstanding the provisions of Section 6, any regularly assigned yard engineer who, from any cause, has not worked five (5) straight time eight (8) hour shifts in their established work week shall be permitted, upon proper application, to work at the straight time rate on one or both of their assigned "days off" in preference to extra board engineers, provided a vacancy exists within fifteen (15) days after loss of days in their established work week on which they can be used without interfering with working of their regular assignment. Written application must be filed with crew management on the work day immediately preceding their "days off" and such application must show the number of shifts worked in their work week. This floating arrangement shall not be used by a regularly assigned yard engineer to gain in excess of an average of five (5) straight time eight (8)-hour shifts in a work week within the fifteen (15) day period, herein specified, nor will such engineer be permitted to work more than one shift on any designated rest day, if other engineers are available.

NOTE: An engineer filing request to be used on a rest day for makeup of time lost from previous work week, shall be placed on a separate 'makeup time' board in seniority order on date application is filed and such engineer must be available for call to service on each of such days off and shall be called in the order of their standing on the 'makeup time' board. Missing a call to float on either of such days off shall disqualify the applicant of the floating privilege on either of such days off during the 'makeup time' for which unavailable.

RULE 78. SENIORITY BULLETINS--FILLING VACANCIES.

(a) Seniority bulletins for yard assignments shall specify starting time, on and off duty point, and days per week.

(b) When an extra yard engine shift has been worked on the same shift period for four (4) consecutive days, a bulletin will be posted following the beginning of such shift of the fourth day establishing a regular yard engine shift on the fifth (5) day. If the extra shift is not worked on the fifth (5) day, the seniority bulletin will be cancelled.

(c) Any change in the starting time, the on and off duty point, or the number of days per week of an assignment shall constitute a new assignment which shall be bulletined as provided in Section (d).

(d) Except as provided in Rule 77, when a permanent vacancy occurs or a new position is established, the senior assigned engineer in that yard making application will be placed on the position at the expiration of three (3) days; other engineers in that yard shall be permitted to fill resulting vacancies according to their seniority, except that the last remaining vacancy shall be bulletined. Pending the time the position is bulletined and assigned, it shall be filled by available extra engineers from the extra board.

(e) Positions temporarily vacant may, after having been vacant three (3) days, be taken by the senior assigned engineer in that yard having a written application on file at the expiration of the three (3) days. Other engineers in that yard will be permitted to fill resulting vacancies according to their seniority, except that the last remaining vacancy, after being open for a period of five (5) days, may be taken by the senior engineer on the extra board, protecting that yard who has made application for same before the expiration of the fifth (5) day.

NOTE: For application of this provision, applicable to the Salt Lake Hub, see temporary modification set forth in Agreement EO-1905 effective April 1, 1960, included in Appendix No. 25.

Referring to the Guarantee Extra Board Agreement #1403159630, (Side Letter #2.) entered into by the parties concerning Portland Hub Zone 1, 2 and 3 the following shall apply:

- Yard vacation vacancies, the initial vacancy created by a vacation, may be taken by another yard engineer and the resulting vacancy shall be considered as temporary and filled by the guarantee board.
- An engineer will be allowed to float only if that engineer was bumped or job abolished and stands to lose a day's work.

(f) Engineers holding temporary vacancy under the five (5) day provision of Section (e), when displaced, will not be permitted to exercise seniority to permanent vacancies or new positions assigned to junior engineers while the engineer was holding the temporary vacancy. Engineers holding temporary vacancy must apply for permanent vacancies or new positions or forfeit rights to same.

NOTE: See temporary modification referred to in the Note in Section (e) hereof applicable only in the Salt Lake Hub.

(g) For a temporary vacancy of five (5) days or less in yard service at Montpelier and there is an available yard engineer working as yard fireman at that point, the senior available engineer-fireman shall

be used.

(h) A temporary vacancy in the Montpelier Yard, known to be of six (6) days or over, or on the sixth (6) day when the duration of the vacancy is indefinite, shall be filled by sending an engineer from the Yard Engineers' Extra Board at Pocatello.

(i) A temporary vacancy not filled under other sections of this rule shall, upon request of the Local Chairman, be bulletined after having been vacant for sixteen (16) days, except vacation vacancies.

NOTE: See temporary modification referred to in the Note in Section (e) hereof applicable only in the Salt Lake Hub.

RULE 79. YARD WORK TRAIN SERVICE.

Work train service exclusively within the switching limits of terminals or yards where yard locomotives are assigned shall be performed by yard engineers or engineers from the extra board. Regular yard engineers, or engineers from the extra board, who perform work train service in yards or terminals and yard switching during their shift shall be paid for the actual time consumed in work train service at work train rates with a minimum of one hour in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service. Yard engineers or engineers from the extra board performing work train service exclusively will be paid work train rates for the day or tour of duty. No payment will accrue to road engineers in connection with performance of work train service by yard engineers that is exclusively within switching limits, but road engineers will be used for work train service not exclusively within switching limits.

RULE 80. DEADHEADING.

When an extra yard engineer is deadheaded to an outlying yard for extra service and has worked one shift and then deadheaded to his or her home board, he/she will be paid continually from time of arrival at point where extra shift is to be worked until the deadhead movement starts on his or her return trip.

Where the extra engineer is deadheaded to an outlying yard to man an extra or unassigned yard shift and is held for two (2) or more shifts which are not cases of filling vacancies on regular shifts, the initial service time will be computed from time of arrival on the deadhead trip and will end as of the time of the close of the first shift.

The held away-from-home terminal rule will apply between the first and second shifts and subsequent shifts until the last extra shift when the engineer is relieved and deadheaded to his or her extra board, in which event the service time pay of the extra yard shift will continue to the time the return deadhead trip is begun.

In accordance with 1986 Arbitration Board No. 458, rules covering deadheads for engineers protecting yard service at outlying points are as follows:

Section 1 - Payment When Deadheading and Service Are Combined

(a) 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:

(a) 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.

(b) 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 such 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 81. EXTRA BOARDS.

(a) Extra engineers will work first-in, first-out on their respective extra boards.

(b) When two (2) extra yard engineers from the same extra board are called to deadhead from their home terminal on the same train, the yard engineer standing first-out shall make an election as to which service, outside yard or assignment he/she shall be deadheaded for.

(c) For the territory of the Portland Hub Zone 1, 2 and 3, should a yard vacancy go no bid, then the senior demoted engineer shall be forced assigned to the position and if there are none, then the junior employee on the guaranteed extra board at the protecting location shall be force assigned to the vacancy.

RULE 82. HELPING OR PUSHING WITHIN SWITCHING DISTRICTS.

At points where service assignments are established, the helping or assisting trains entirely within the established switching limits is work which may properly be required of yard crews without the payment of any arbitrary or penalty pay allowance.

GENERAL RULES

RULE 83. RIGHTS TO SERVICE.

- (a) In regular road service the right to regular assignments shall be governed by seniority as set forth in the rules of this Agreement.
- (b) Engineers found employed on roads acquired or leased and operated by this Company as a separate district shall retain their rights and seniority as heretofore on the road absorbed.
- (c) Engineers employed on roads acquired or leased by this Company and operated as a part of any district shall take seniority rights on the entire district to which added, in accordance with seniority date in service as an engineer on the absorbed road.
- (d) An engineer desiring to transfer from one location to another within his or her territory of rights may do so by seniority bulletin, or the exercise of seniority.

Territories of rights are:

- Salt Lake Hub** (SL Merger Implementing Agreement)
- Portland Hub Zone 1** (Portland Zone 1 Merger Implementing Agreement)
- Portland Hub Zone 2 & 3** (Portland Zone 2 & 3 Merger Implementing agreement)

RULE 84. DISPLACED ENGINEERS.

When an assigned road engineer is displaced he/she may exercise his or her seniority, or work on the extra board. He or she may place on a permanent vacancy, this with the understanding that he or she must make application for the vacancy when bulletined. His or her failure to make application will deprive him or her from displacing an assigned engineer or from taking another permanent vacancy. If he or she places on an extra board and is later displaced from such extra board through no fault of his or her own, he or she may displace any junior engineer on a regular assignment.

An engineer having the right to and who does exercise seniority to a position held by a junior engineer shall have the right to be used on that position when it is next scheduled to work, provided seniority is exercised not less than one hour in advance of the starting time of the position and provided further that at the time seniority is exercised another engineer has not already been called for the position.

- NOTE:** Under this rule an engineer exercising his/her seniority beyond thirty (30) miles from the reporting point must do so within five (5) days after being displaced subject to the Questions and Answers set forth below.

When seniority is exercised to a position held by a junior engineer, or when marking up from vacation or layoff when an extra engineer is filling the regular assignment, at a point where no extra board is maintained, such seniority must be exercised not less than twelve (12) hours in advance of the starting time of the position. The junior or extra engineer working the vacancy will be notified of displacement and release prior to his or her tie-up on that working day.

ARTICLE X - DISPLACEMENT (1996 NATIONAL AGREEMENT)

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.)

(c) In the event force assignment is not compatible with local agreements, prior to implementation, the parties will meet on property to determine an avenue of assignment.

Section 2

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.

(Reference: Questions and Answers 1 thru 11 contained in Article X of the 1996 National Agreement):

“Q-1: On those properties where employees have less than 48 hours to exercise displacement rights, are such rules amended so as to now apply a uniform rule?

A-1: No, existing rules providing for less than 48 hours continue, unless the parties specifically agree otherwise.

Q-2: Is an employee displaced under Section 1, electing to exercise seniority placement beyond thirty (30) miles of the current reporting point, required to notify the appropriate crew office of that decision within 48 hours?

A-2: Yes.

Q-3: How is an employee covered by this Article handled who fails to exercise seniority placement within 48 hours?

A-3: Such employee is assigned to the applicable extra board, seniority permitting, pursuant to Section 1(b) and subsequently governed by existing rules and/or practices.

Q-4: How long a period of time does an employee have to exercise displacement rights outside the boundaries specified in Section 1(a)?

A-4: The rules governing exercise of displacement rights as currently contained in existing agreements continue to apply in this situation.

- Q-5: What happens if the employee notifies the Carrier that it is the employee's intent to displace outside of the 30 mile limit, then, after 72 hours, the employee is no longer able to hold that assignment?
- A-5: A new 48-hour period begins.
- Q-6: Is it intended that employees who fail to displace within 48 hours be assigned to an extra list where local or system agreements prohibit such assignment due to extra board restrictions and or seniority consideration?
- A-6: See Section 1(c) of Article X.
- Q-7: Is it the intent of Article X to impose discipline on employees who fail to exercise seniority within 48 hours?
- A-7: No, Section 1(b) provides that in these circumstances the employee will be assigned to the applicable extra board, seniority permitting. The employee will then be subject to existing rules and practices governing service on such extra board.
- Q-8: Is this rule intended to expand upon the displacement rights of an individual so as to create situations not currently provided for in existing agreements and practices?
- A-8: No.
- Q-9: If an employee notifies the Carrier of their intent to displace beyond the 30 mile limit, can such employee notify the Carrier subsequent to the expiration of the 48 hour period of their desire to displace within the 30 miles?
- A-9: No.
- Q-10: How is the 30 miles limit to be measured rail or highway?
- A-10: Highway.
- Q-11: When does the 48 hour time period within which the employee must exercise displacement rights begin?
- A-11: When properly notified under existing rules governing this situation."

RULE 85. SENIORITY BULLETINS--ASSIGNMENTS.

(a) Seniority bulletins will be issued daily at 1:00 PM advertising new regular positions and vacancies in established positions in all classes of service, subject to the following:

1. New positions, or vacancies in established positions on any extra board shall not be bulletined but, instead, shall be filled by application and in the event there are no engineer applicants, the position or positions shall be filled by returning demoted engineers to the engineers' working list.
2. Vacancies in pool freight assignments shall be governed by Rule 87.
3. Vacancies in yard service assignments shall be governed by Rule 78.
4. Vacancies in passenger service shall be governed by Rule 20.
5. Vacancies of less than sixteen (16) days shall not be bulletined but shall, except as otherwise provided, be filled by extra engineers.

6. Vacation vacancies shall not be bulletined but shall, except as otherwise provided, be filled by extra engineers.

(b) Seniority bulletins issued at 1:00 PM on any given day shall be promptly posted electronically at the location and in the territory of rights in which the new position or vacancy is established.

Territories of rights are:

Salt Lake Hub	(SL Merger Implementing Agreement)
Portland Hub Zone 1	(Portland Zone 1 Merger Implementing Agreement)
Portland Hub Zone 2 & 3	(Portland Zone 2 & 3 Merger Implementing agreement)

(c) Seniority bulletins issued at 1:00 PM on a given day shall close three (3) days (72 hours) later. The senior qualified employee having an application on file with the Company's designated representative at 1:00 PM on the third day shall be assigned. An assignment bulletin shall be promptly posted electronically at the location and in the territory of rights in which the new position or vacancy is established as contained in (b) above.

NOTE 1: As an exception to the forgoing at Nampa only (See Appendix 25 herein):

(a) Permanent vacancies originating on yard jobs prior to 10 AM on a given day will be bulletined on that same calendar day and assignment made the following day at 10 AM.

(b) Permanent vacancies originating after 10 AM on any given calendar day will be bulletined the following calendar day with assignment made the next following day at 10 AM.

(c) This agreement will in no way change or modify existing rules and agreements concerning temporary vacancies in yard service.

NOTE 2: Engineers will retain receipt for application made for bulletined positions and any claim for the assignment shall not be considered unless such receipt is produced.

(d) The successful applicant for a bulletined position shall be released from his or her former assignment to take his or her new assignment as soon as practicable after the new assignment is in operation. When such engineer is not released from his or her former assignment within seventy-two (72) hours from the time the assignment bulletin is issued, but who is held on the former assignment by the Company for a period exceeding seventy-two (72) hours, he or she shall be paid during such excess period the earnings received on the former assignment or the earnings of the new assignment, whichever is the greater.

(e) An engineer who is absent from the service during the time a position is bulletined and assigned to a junior engineer, or an engineer who is absent from the service at the time a non-bulletined position is filled by application by a junior engineer shall, in either event, have the right to exercise seniority to the position assigned to the junior engineer provided this is done at the time he/she returns from such absence and before he/she performs service on some other assignment.

(f) An engineer who vacates a position temporarily or otherwise shall not be eligible to apply for and take the position he/she vacated unless, (1) he/she is displaced in the exercise of seniority, (2) the position

he/she is holding is discontinued, or (3) as provided in Section (e).

(g) Seniority bulletins will contain the following information:

1. **Regular Yard Assignments.**

- (a) Starting time.
- (b) On-duty and off-duty point.
- (c) Rest days.
- (d) Days per week.

2. **Regular Local Freight and Road Switcher (TSE) Assignments Service Assignments.**

- (a) Territory of the assignment.
- (b) Days per week.
- (c) The terminal or terminals of the assignment.
- (d) The time required to report for duty.

3. **Passenger Service.**

- (a) Territory of assignment.
- (b) Train numbers under which the trains of the assignment are normally operated.

4. **Work Train Service.**

- (a) District on which the assignment will work.
- (b) Days per week.
- (c) If tie-up point is expected to be reasonably constant, the bulletin will show the ordinary tie-up point and, when practicable, the character of the work such as "Rail Renewal", "Ballasting", "Beet Run", etc.

(h) Vacant assignments not otherwise filled by application or forced assigned may be rebulletined at the option of the company. If not rebulletined at the instance of the company it will be rebulletined upon request of the General Chairman or Local Chairman.

RULE 86. CHANGING ASSIGNMENTS--ROAD.

Whenever any of the following changes are made in a road assignment it shall be rebulletined as provided in Section (a) of Rule 85, but the engineer holding the assignment at the time the change is made shall have the option of taking the changed assignment or exercising his or her seniority, notification to be given crew management promptly:

- (a) Any change in the mileage of the assignment.
- (b) Any change in the number of days per week the assignment is scheduled to work.
- (c) Any change in the terminal point or points.
- (d) Any change in the established starting time of helper, local or road switcher (TSE) assignments.

RULE 87. POOL FREIGHT SERVICE-VACANCIES AND ASSIGNMENTS.

- (a) Permanent vacancies in pool freight service will not be bulletined, but will be filled promptly by assigning the senior engineer having a written application on file with crew management at the time the vacancies occur.
- (b) When a pool freight engineer is absent from his or her assignment for more than 15 days for reasons other than taking his/her vacation, his or her vacancy will be promptly filled from applications as provided in Section (a).
- (c) Should a regular turn in pool freight service be vacated under provisions of Rule 85, it will be promptly filled from applications as per Section (a).
- (d) Engineers assigned in pool freight service will not be permitted to vacate their turn and take another in the same pool.
- (e) Pool freight engineers will be allowed to trade turns at their home terminal subject to the following conditions:
1. Both engineers are assigned to the same pool board.
 2. Both engineers are rested.
 3. Neither engineer has accumulated 3800 miles.
 4. A trade and a trade back will be considered as one trade. Trade shall be limited to one trade per half.
 5. Both engineers involved must agree to the trade before the crew dispatcher is contacted.
 6. The crew dispatcher shall be advised of the trade prior to call time. Engineers will not be allowed to trade turns at call time.
 7. No runarounds or other penalty claims shall occur as a result of engineers trading turns.

EXAMPLE:

At Salt Lake City Engineer A has a family member who is sick and it is important that the Engineer be home for a particular time period. Engineer A asks Engineer B to trade turns and Engineer B agrees so they notify the Crew dispatcher to exchange Engineer A with Engineer B on the board for one (1) trip. After Engineer A and B both complete their round trip, they are placed back to their original place on the board.

8. It is intended engineers will limit the use of this agreement to those situations in which they would otherwise have no choice.

RULE 88. VACANCIES IN REGULAR ASSIGNED FREIGHT SERVICE.

- (a) When an engineer is absent from an assignment, which is subject to bulletin, for more than 15 days for reasons other than taking vacation, his or her vacancy will be advertised on the next bulletin posted and assigned under Rule 85. Should the successful applicant likewise vacate a run subject to bulletin, his or her vacancy will be advertised on the next bulletin posted and this procedure to continue until all vacancies, similarly created, are filled.

(b) Permanent vacancies in local, road switcher (TSE), helper, mixed, beet and work train service may be taken immediately by the senior assigned engineer at the terminal and on the district from which service is usually protected making proper application to crew management.

Temporary vacancies in the services named above in excess of five days, may be taken by the senior assigned engineer on his or her territory of rights making proper application to crew management before expiration of three days. The engineer so assigned may hold such vacancy unless displaced by a senior engineer who did not have opportunity to make application before the three-day period expired.

(c) Vacancies in local, road switcher (TSE), helper, mixed, beet and work train service with a terminal at an outlying point, where other engineers are assigned, will be filled from applications of assigned engineers whose terminal is the same point where the vacancy exists. If no applications are on file with Crew Management from such engineers, the vacancy will be filled by an engineer from the protecting extra board, who will remain on the vacancy until the assigned engineer returns, or the vacancy is filled after three days under Section (b), or relieved under provisions of Rule 40.

NOTE 1: Vacancies within the scope of this rule will not include vacancies of engineers relieved under mileage regulations.

NOTE 2: For application at Pocatello, see temporary Agreement IDF-5024, effective April 1, 1964, reproduced in Appendix 25.

(d) No engineer will be assigned to a run vacated by himself temporary or otherwise unless displaced through no fault of his or her own.

RULE 89. EXTRA BOARDS--APPLICATION FOR AND MOVEMENTS TO.

An engineer may make application for and be placed on any extra board before junior engineers are added to such board.

NOTE 1: For application in Portland Zone 1, 2 and 3 governed by Side Letter #4 of Agreement #1403159630 - Guaranteed extra board agreement:

“It is therefore agreed that employees may move to the extra boards only by application or when they have a displacement right through being bumped or their job is abolished. An employee may not relinquish his or her assignment and move to the extra board.”

NOTE 2: Employees exercising their right under Appendix 23 will not be deemed as relinquishing their assignment.

RULE 90. ESTABLISHING AND DISCONTINUING ASSIGNMENTS.

Assignments may be established or discontinued at any time between the bulletin period stated in Section (a) of Rule 85. When an assignment is discontinued, the incumbent will be given as much advance notice as practicable. When an assignment is established it will, pending the time it is bulletined and assigned, be filled by engineers from the extra board except as provided in Rules 84 and 88.

RULE 91. EXTRA BOARDS -- MAINTAINING.

(a) Non guaranteed Extra Boards will not be maintained except as may be necessary to comply with the mileage regulations. See Rule 116.

(b) **Portland Hub Zones 1, 2 and 3:** 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.

Salt Lake Hub: 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.

RULE 92. EXTRA ENGINEERS FILLING REGULAR ASSIGNMENTS.

Extra engineers filling vacancies on regular assignments shall take the conditions of the regularly assigned engineer from the time he or she reports for duty on such assignment until released therefrom.

RULE 93. CALLING.

(a) At district terminals engineers in road service residing within one and one-half miles from the established on duty point will be called, as near as practicable, one hour before time required to report for duty. Where engineers provide themselves with telephone service at their own expense they shall be called by telephone and the distance within which they shall be called shall not be limited.

NOTE 1: The parties mutually acknowledge and accept the current practice of calling engineers at both their home and away-from-home terminals no less than one and one-half (1.5) hours prior to the time required to report for duty.

NOTE 2: At their home terminal, engineers requiring more than a one and one-half (1.5) hour call will notify crew management in writing and will be called as near as practicable at the time desired.

(b) In assigned road service where employees report for duty without being notified or called and it is desired on any day to defer the reporting time, notice shall be given not less than the usual advance calling time for reporting for duty at each terminal and in accordance with usual calling practices at such terminal. The employee shall be notified at such time when he/she is to report and only one such deferment may be made. In such cases the time of the trip or tour of duty shall begin at the time the employee is required in accordance with said notice of change to report for duty. If not so notified, the reporting time shall be as provided in the assignment.

(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 or she is unavailable for service pursuant to Paragraph D except that if his or 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 or she is available for service or call.

(e) Missed Calls – Lack of Current Information.

MEMORANDUM OF AGREEMENT
#1405209918
between the
UNION PACIFIC RAILROAD COMPANY
for the territory covered by the
IDAHO AGREEMENT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Missed Calls - Lack of Current Information

It is agreed pool freight engineers who miss a call for service because of the lack of current or correct information from the central calling point (Automated Voice Response – AVR), when the engineer has sought such information, will be reinstated to the first-out status and will be called for the next turn. Upon return to the home terminal, the engineer will be placed in the same relative position occupied in the pool prior to the missed call.

An extra engineer who misses a call for pool freight service because of the lack of current available or correct information from the central calling point (AVR), when the engineer has sought such information, will be reinstated to first-out status on the extra board.

If an engineer, who has obtained and relied on information from AVR, feels he/she has been improperly placed in missed call status, that engineer must notify CMS as soon as possible, but within four hours of the missed call. Upon such notification, CMS will place the engineer in first-out status, without question. If problems develop from this handling, the company reserves the right to verify that an engineer claiming an improper missed call has, in fact, contacted AVR and found unavailable or incorrect information, prior to placing such engineer in first-out position.

No runaround penalties will be paid as a result of the application of this agreement.

This agreement will be effective June 15, 1999 and remain in effect subject to the provisions of the Railway Labor Act with the specific exception that if crew notification technology changes to the extent this agreement is no longer appropriate, either party may give 60 days written notice of intent to cancel.

Signed at Salt Lake City June 7, 1999.

FOR THE ORGANIZATION:

s/ M. A. Mitchell
General Chairman – BLE

FOR THE CARRIER:

s/ C. R. Wise
Director – Labor Relations

RULE 94. NOT CALLED OR RUN IN TURN.

(a) An engineer subject to the first-in first-out regulations who stands first-out and is not called in turn shall be paid one-half basic day and stand first-out.

(b) Where an engineer in pool or unassigned freight service is not called in his or her turn because of not being rested and available, and another engineer is called, and the engineer so called in lieu of the first-out engineer does not depart from the terminal until more than one hour after the engineer that was not called in his or her turn is rested and available, the engineer not called will be paid a runaround of one-half basic day and stand first-out.

(c) Engineers assigned to the extra board who are called in their turn for pool or unassigned freight service in the same direction who do not depart from their terminal in the order called, will be allowed a runaround of one-half basic day.

Engineers assigned to the extra board who are called in their turn for pool or unassigned freight service in different directions, will not be considered runaround unless the crew first on duty departs one hour or more later than the crew next on duty, in which event the extra engineer first out will be allowed a runaround of one-half basic day.

Engineers assigned to the extra board who are called in their turn for other than pool or unassigned freight service will not be considered runaround if they are run on the trains called for.

NOTE: The payment of terminal runarounds are subject to their inclusion in Trip Rates per 2003 National Agreement - Article V.

RULE 95. CALLED AND NOT USED.

(a) An engineer called on duty and released within four (4) hours from time on duty without performing service, other than preparing engine to go out on a train, will be allowed one-half basic day at the basic through freight rate and stand first-out; if held on duty over four (4) hours, or he or she moves engine from the track or place that he or she takes charge of the engine for the purpose of going to train, he or she will be allowed a basic day and stand last-out.

If he or she is both called and released before leaving home or place where called, no allowance will be made if the time the engineer is first contacted for a call is within the period between 6:00 AM and 10:00 PM, but one-half basic day at the basic through freight rate will be allowed if the time the engineer is first contacted for the call is within the period between 10:00 PM and 6:00 AM and retain his or her position on board.

(b) Except as otherwise provided, an engineer holding a turn in interdivisional pool freight service, who is held four (4) hours or more and qualifies for a basic day payment shall stand first-out on the interdivisional pool freight board, but will not be used for service until the expiration of minimum rest as required by the Federal Hours of Service Law or by the applicable rest agreement from the time of release from duty, if other rested crews are available.

In the application of this provision, such engineer shall establish a new turn and no claim for runaround shall be considered valid.

RULE 96. HELD-AWAY-FROM-HOME TERMINAL.

(a) Engineers in pool freight service not governed by an existing Merger Implementing Agreement 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 sixteen (16) hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen (16) hours after the expiration of the first twenty-four (24) hour period, they will be paid continuous time for the time so held during the next succeeding eight (8) hours, or until the end of the second twenty-four (24) hour period, and similarly for each twenty-four (24) hour period thereafter.

NOTE: For engineers governed by the Salt Lake Hub and Portland Hub (Zones 1, 2 and 3) Merger Implementing Agreements, the following shall apply:

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) Employees whose seniority in engine or train service precedes November 1, 1985 who are called on duty while receiving held-away-from-home terminal time pay will be paid held time until the departure of the train for which called, except where terminal delay payments or terminal work payments accrue, in which event held time pay will stop at the time terminal time begins. For employees whose earliest seniority date in engine or train service is established on or after November 1, 1985 held time will cease when pay begins for the service trip or deadhead.

Road time shall be computed from the time held-away-from-home terminal time ceases. Where the total time on duty produces overtime, the overtime earned or the held time, measured from time of reporting for duty to time of departure, whichever is greater, will be paid.

NOTE 1. In applying the first sentence of this Section (b), an engineer called and brought on duty while not receiving held time and held time accrues prior to departure of the train, held-away-from-home time will be paid until the departure of the train for which called, except that held time payment shall not be duplicated with or be in addition to any other payments under terminal work and/or delay time rules.

NOTE 2. For application of this rule to engineers operating in extra, pool and unassigned freight service, see the parties' Letter of Understanding dated June 29, 1972, with reference to Section D) contained in Appendix 13 located on page 244 of this Schedule.

(c) Should an engineer be ordered to deadhead after pay begins, the held-away-from-home terminal time shall cease at the time the train leaves the terminal, except that in no event shall there be a duplication of the payments for deadhead time and held-away-from-home terminal time.

(d) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading, except as provided in Section (b) of this rule.

NOTE: Where eight (8) hours held time is paid under this rule, payment shall be at the rate of previous trip, but where less than eight (8) hours held time is paid, the payment shall be at the rate of the outgoing trip.

(e) Not carried forward herein.

(f) Not carried forward herein.

(g) Where engineers engaged in extra passenger service are receiving the freight rates of pay, they will be paid accrued held-away-from-home terminal time on basis of passenger rules but at the freight rate instead of the passenger rate.

RULE 97. REMAINING ON RUNS.

(a) When an engine is disabled enroute and another engine is substituted, engineers will remain on their respective runs.

(b) Road engineers will not be required to make unnecessary backup movements.

RULE 98. DETOURING.

(a) In cases of washouts, derailments, or other bona fide emergencies, or in the case of track renewal or repair projects necessitating the detouring of trains over lines other than the normal route, engineers will be allowed the same mileage over such lines as is allowed engineers assigned to those lines.

(b) For the territory encompassed in Portland Hub Zone 1 and 2 (former Northwestern District), foreign line trains detouring over the lines of the Union Pacific Railroad Company will be accompanied by an Engineer Pilot called in accordance with the rules governing use of engineers.

RULE 99. EFFICIENCY TESTS.

Efficiency tests will not be conducted under conditions that are hazardous to the employees. Red lanterns or red flags will not be used unaccompanied by torpedoes (or the equivalent) unless the train is required to move at restricted speed.

RULE 100. (PURPOSELY LEFT BLANK.)

RULE 101. ENGINE SUPPLIES. (1986 ARBITRATION BOARD NO. 458)

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:

“Supply locomotives except for heavy equipment and supplies generally placed on locomotives by employees of other crafts.”

This refers to Article VIII - Road, Yard and Incidental Work - Side Letter #7 of 1986 Arbitration Board No. 458:

“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 102. DEADHEADING.

For employees working in through freight service (assigned or unassigned) where trip rates have been implemented pursuant to Article V, Part B, Section 2(a) of the 2003 BLET National Agreement, deadheading is included as one (1) of the nine (9) National Pay Elements listed in Article V, Part B, Section 5(a). There is no difference in pay between a work or deadhead start in through freight service (assigned or unassigned) where a trip rate has been implemented due to the method of computing trip rates pursuant to Article V, Part A, Section 3(a) which requires that all earnings attributable to the nine (9) National Pay Elements be averaged together during the established test period in order to establish the respective trip rate.

PART A: (2003 NATIONAL AGREEMENT)

For Employees working in through freight (assigned and unassigned) service

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

(a) 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.

PART B: (1986 ARBITRATION BOARD NO. 458)

Rules covering deadheading for non trip rated assignments apply as follows:

Section 1 - Payment When Deadheading and Service Are Combined

(a) 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:

(a) 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.

(b) 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 such 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.

- See examples concerning the application of deadhead rules contained in ARTICLE VI, Side Letter #4 of the Award of Arbitration Board No. 458.
- Other deadhead issues resolved by the Informal Disputes Committee are contained in Issue No. 10 thru Issue No. 15 of the Award of Arbitration Board No. 458.

PART C – DEADHEADING TO OUTLYING POINTS.

See Appendix 39 covering the use of personal automobile and deadheading to ensure of minimum of eight (8) hours rest prior to on duty time.

RULE 103. TIE-UPS--FEDERAL LAW.

(a) Under the laws limiting the hours on duty, engineers 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 ten (10) hours on duty under the Federal Law, or within two (2) hours of the time limit provided by State laws if State laws govern.

(b) If engineers in road service are tied up in less number of hours than provided in Section (a), they shall not be regarded as having been tied up under the Law, and their services will be paid for as per schedule.

(c) When engineers in road service 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 eight (8) or ten (10) hours, to be the period of rest for the entire crew.

(d) A continuous trip will cover movement straight-away or turnaround from initial point to the 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.

(e) Not carried forward herein.

(f) Not carried forward herein.

(g) If any service is required of an engineer, or if held responsible for the engine, during the time tied up under the Law, he or she shall be paid for all such service.

(h) When it is evident that trip cannot be completed in twelve (12) hours, engineers may be tied up between terminals under ten (10) hours and paid ten (10) hours, from initial point to tie-up point, and again considered under pay at the expiration of eight (8) hours from time tied up.

(i) Engineers tied up under Section (h) of this rule, time in excess of eight (8) hours on runs of one-hundred (100) miles or less, or after the time equivalent of the miles divided by 12.5 where the run is over one-hundred (100) miles will be paid overtime up to the expiration of ten (10) hours from the time first required to report for duty.

RULE 104. USING ENGINEER SHORT-RESTED AT AWAY-FROM-HOME TERMINAL.

When an engineer has sufficient time to work under the Law to return to his or her home terminal over the district on which the trip is to be made at a speed of sixteen (16) miles per hour, computed on constructive mileage where constructive mileage applies, he or she will not be held for rest.

RULE 105. ENGINEERS HELD FOR REST.

An engineer who is not fully rested may be held for full rest then stand first out, but if the engineer used completes the trip within the time the held engineer was eligible to work under the Hours of Service law, the held engineer will be paid as a penalty a runaround of one-half basic day.

RULE 106. UNASSIGNED SERVICE--OUTLYING POINTS.

A road service engineer deadheaded to an outlying point for unassigned freight service, where a single service trip is made, will be paid for the service trip upon arrival time at the outlying point until the return deadhead begins from the outlying point.

Where more than a single service trip is made from an outlying point in unassigned freight service, the engineer's time shall begin at the expiration of legal rest from the time tied up. After completion of the last service trip, payments shall continue until the return deadhead movement begins.

RULE 107. TIE-UPS--COMPANY.

Engineers in unassigned services listed below may be tied up at any point where food and lodging can be procured and the tie-up time deducted, provided their time will begin at the expiration of eight (8) hours from time tied up and they shall receive a minimum of 100 miles for each day's work or tour of duty between tie-ups according to class of service and engine used.

1. Unassigned freight service on branch lines. Local freight rates to apply.
2. Trains run for the purpose of loading and/or unloading and handling livestock. Local freight rates to apply.
3. Special Trains listed below where through freight rates will apply:
 - (a) Official inspections.
 - (b) Exhibition purposes.
 - (c) Making motion pictures.
 - (d) Circus trains.

NOTE: This rule shall apply to engineers at outlying points who are required to perform service on their layover day or days.

RULE 108. EATING AND SLEEPING ACCOMMODATIONS.

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

RULE 109. TIE-UPS--WALKING TO REGISTER.

Engineers in road service will be paid actual time at pro rata rate for walking to register after tying up in yards under Hours of Service Law.

RULE 110. REST - (Minimum, Extra and Undisturbed).

PART A:

**TEN-HOUR UNDISTURBED REST AT HOME TERMINAL AND
AWAY-FROM-HOME TERMINAL RULE**

Union Pacific Railroad Company ("UP") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET") agree to extend rest periods at home and away-from-home terminals to ten undisturbed hours for employees assigned in pool (unassigned) freight service or to road/combination extra boards.

Accordingly, **IT IS AGREED:**

I. UNDISTURBED REST AT HOME AND AWAY-FROM-HOME TERMINALS

A. Except as specifically provided in Article II hereof, the rest period at the home and away-from-home terminals for employees assigned to, or working in, pool (unassigned) freight service or to road or combination extra boards shall be governed by the following:

1. An employee completing his or her tour of duty (tied-up) at his or her home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the home terminal until expiration of the ten-hour undisturbed rest period.

2. An employee completing his or her tour of duty (tied-up) at his or her away-from-home terminal will be provided a ten-hour undisturbed rest period. Said employee will not be called or permitted to work out of the away-from-home terminal until expiration of the ten-hour undisturbed rest period.

NOTE 1: UP may contact an employee during the ten-hour rest period to advise of the abolishment or annulment of his or her assignment, displacement from a job (bumped), assignment to a new position/job, an emergency or other notice or contact required by existing Agreement rules. An employee contacted under the circumstances identified in this note shall not have his or her rest period curtailed as a result of this call/contact nor shall said call/contact entitle the employee to an extended rest period or start a new rest period - i.e., the rest period of an employee contacted pursuant to this note shall not be affected in any manner by the call/contact.

NOTE 2: An employee who is displaced during the rest period provided pursuant to this Agreement shall be afforded the option to forego the additional rest provided by this Agreement over and above that provided in the federal Hours-of-Service Act if necessary to protect the assignment the employee places on. The involved employee must inform CMS at the time he or she exercises his or her displacement of the intent to forego, in the limited and specific circumstance described in this Note 2, the additional rest afforded by this Agreement.

NOTE 3: In applying the provisions of this Agreement, a combined service and deadhead trip shall be considered as a working trip.

3. This Agreement shall not preclude UP from giving an employee a "four-hour release" (also known or referred to as an "interim release," a "four-hour or more release," or "aggregating service") in accordance with existing legal and collective bargaining agreement requirements, if any.

NOTE: An employee who is being given a "four-hour release" (e.g., an "interim release", a "four hour or more release," "aggregating service," etc.) must be advised of such prior to his/her release from service on his/her current trip.

4. The rest period provided pursuant to this Article I, Section A shall commence coincident with the employee's completion of his or her tour of duty and shall run concurrent with the rest period provided pursuant to the Hours-of-Service Act.

B. Existing Agreement rules, or those portions thereof, that provide employees with an opportunity or election to take a rest period at the home terminal or away-from-home terminal that is less than that provided in Section A of this Article I shall be inapplicable and of no future force or effect.

NOTE: The parties specifically intend that only the portions of existing rest rules that allow employees to take a rest period at the home terminal or away-from-home terminal for a period greater than that afforded by this Agreement are to remain in effect following implementation of this Agreement.

EXAMPLE: An existing rule gives employees assigned to a freight pool an option to take a rest period at the home terminal of 8 undisturbed hours, 10 hours (no undisturbed rest), 10 undisturbed hours, 12 hours (no undisturbed rest) or 12 undisturbed hours. If the call time at the location is 2 hours (or less), the "8 undisturbed hours" and "10 hours (no undisturbed rest)" options of this rule would not be available to an employee covered by this Article I because the options would give the employee a rest period at the home terminal less than what they would receive from this Agreement -- i.e., 10 Hours undisturbed rest.

QUESTION: Are there any situations or circumstances in which an employee covered by this Article I can or will receive less than ten undisturbed hours rest at his or her home or away-from-home terminals?

ANSWER: Unless the employee is aggregating his or her service (e.g., given a "four-hour release," a "four-hour or more release or an "interim release") or the option set forth in Article II, below, has been exercised, no employee covered by this Article I will be given a rest period at the home or away-from-home terminals of less than ten undisturbed hours.

II. OPTION FOR EIGHT UNDISTURBED HOURS REST IN LIEU OF TEN UNDISTURBED HOURS REST AT AWAY-FROM-HOME TERMINAL.

A. The away-from-home terminal rest period specified in Article I, Section A, Paragraph 2, above, may, at BLET's option, be reduced for a specific freight pool, and all runs protected by said pool, from ten undisturbed hours to eight undisturbed hours, subject to the conditions set forth below:

1. The away-from-home terminal rest period shall be the same for all employees working on

any runs protected by the involved freight pool -- i.e., ten undisturbed hours or, if the option set forth in this Article II is exercised, eight undisturbed hours.

2. Except for the change in the duration of the undisturbed rest period at the away-from-home terminal, all other provisions of this Agreement are unaffected by BLET's exercise of this option.

B. The exercise of the option set forth in this Article II shall be governed by the following:

1. This option may be exercised no sooner than sixty days following the effective date of this Agreement.

2. The exercise of this option or the execution of an agreement to return the away-from-home terminal rest period to ten undisturbed hours may be made only once in a twelve-month period.

3. The General Chairperson must advise UP in writing of its desire to exercise this option. Said notice must identify the involved freight pool(s) and propose a suggested effective date for the involved change(s). UP and BLET will agree on the effective date for the change(s), which will not be more than thirty days from the date of BLET's notice. The BLET Local Chairman shall be responsible for advising affected employees of the change in the away-from-home terminal rest period.

QUESTION: Will the additional rest time provided pursuant to this Article II be used as an offset against an employee's labor protection or guarantee benefits, if any?

ANSWER: No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

QUESTION: Will an exercise of the option to change the away-from-home terminal rest time from eight undisturbed hours back to ten undisturbed hours in accordance with Section B of this Article II and the resultant increase in rest time at the away-from-home terminal be used as an offset against an employee's labor protection or guarantee benefits?

ANSWER: No. This answer does not, however, impact or alter existing procedures for handling of offsets to guarantee or labor protection benefits stemming from an employee's election to invoke the provisions of a local extra rest rule.

III. GENERAL AND SAVINGS CLAUSES

A. This Agreement does not restrict the parties' rights and/or obligations as set forth in the Hours-of-Service Act.

B. The terms and conditions of this Agreement are intended to address a specific circumstance and are not intended to be applied to employees not assigned to a road or combination extra board or in pool (unassigned) freight service.

C. In the event the provisions of this Agreement conflict in any manner with the provisions of existing collective bargaining agreement rules, the terms and conditions set forth herein shall prevail.

D. This Agreement shall become effective on the first calendar day of the month following the date this Agreement is signed.

E. Either party may cancel this Agreement by the serving of a sixty-day advanced written notice on the other party. During this sixty-day period, the parties will meet to discuss and endeavor to resolve the issues leading to the cancellation notice.

SIGNED THIS 5th DAY OF MAY, 2005, IN OMAHA, NEBRASKA

(Signatures Omitted)

SIDE LETTER NO. 1

Mr. T. J. Donnigan
General Chairman, BLET
P.O. Box 609
Pocatello, ID 88204-0609

Dear Sir,

This has reference to our discussions in connection with the Memorandum of Agreement between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers and Trainmen (Ten-Hour Undisturbed Rest at Home Terminal and Away-from-Home Terminal Rule), dated May 5th, 2005

During the parties' negotiations, BLET voiced a concern that following implementation of this Memorandum of Agreement, UP might adopt a position that this Interpretation was sufficient to address fatigue abatement issues. This letter will confirm UP's commitment to continue working 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.

Sincerely,

s/S. F. Boone
Director - Labor Relations

AGREED:

s/T. J. Donnigan
General Chairman, BLET

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY

and
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

**(TEN-HOUR UNDISTURBED REST AT HOME TERMINAL AND AWAY-FROM-HOME
TERMINAL RULE)**

INTERPRETIVE QUESTIONS AND ANSWERS

- Q1.** Who is covered by the new proposed Ten-Hour Undisturbed Rest at Home Terminal and Away-from-Home Terminal Rule?
- A1.** All engineers assigned to, or working in, pool freight service or to road or combination extra boards
- Q2.** How much rest is mandated in the Agreement?
- A2.** At the engineer's home terminal, 10 hours undisturbed rest (UDR) is mandated by the Agreement. At the away-from-home terminal for the first 60 days following implementation, 10 hours undisturbed rest is mandated by the Agreement. After that initial 60-day period, each pool will have the option to reduce the pool's rest period at the away-from-home terminal to 8 hours undisturbed rest. The away-from-home terminal rest period can be changed from 8 to 10 hours UDR or from 10 to 8 hours UDR every 12 months (see the process outlined in Article II, Section B).
- Q3.** Are assignments with a regular start time (e.g., yard jobs, traveling switch engines, locals) impacted by this UDR Agreement?
- A3.** No. Regular assigned employees will not be impacted by this Agreement. Extra employees working these assignments will get the 10 hours UDR at their home terminal after each tie-up. This Agreement will not apply to extra employees protecting regular local freight or road switcher (TSE) assignments at outlying locations where deadheaded to protect.
- Q4.** Does this Agreement change the March 21, 1996 System Agreement - Extra (Undisturbed) Rest, which provides eligible engineers with an option for 8, 10 or 12 hours UDR?
- A4.** This agreement mandates 10 hours UDR at the home terminal and either 8 or 10 hours UDR at the away-from-home terminal. Any rule granting UDR rest periods that exceeds the rest periods established pursuant to this Agreement remain in full force and effect and if qualifying criteria are met, can be taken at the employee's option. Any rule granting UDR rest periods that are less than the rest periods established pursuant to this Agreement is modified to the extent that those provisions providing rest periods less than that provided in this Agreement are suspended.
- Q5.** Do I have to be rested to deadhead (separate and apart) out of the home or away-from-home terminal?
- A5.** You do not have to be rested to deadhead separate and apart out of the away-from-home terminal. You do have to be fully rested for a deadhead (separate and apart or in combination with service) out of the home terminal. If you have elected to exercise a rest (UDR) option pursuant to the March 21, 1996 System Agreement - Extra (Undisturbed) Rest, you should not be called to deadhead or for service until the involved rest period has expired.

- Q6.** Can an engineer be contacted during his UDR period?
- A6.** Contact is allowed only for notice of annulment, abolishment, successful application for a new assignment, emergency situations and other notices required by the Agreement. The FRA considers this type of contact as incidental and it would not trigger a new rest period.
- Q7.** Will the additional rest time provided in this Agreement be used as an offset to an employee's labor protection or guarantee benefits?
- A7.** No. The extension to the home and away-from-home terminal rest time provided pursuant to this Agreement will not be considered as "unavailable" or "absence" time and used as an offset to an engineer's labor protection or guarantee benefits, if any.
- Q8.** Does the additional home terminal and away-from-home terminal rest time provided pursuant to this Agreement impact an employee's right to a bonus incentive payment afforded to engineers who remain available for service the entire payroll half?
- A8.** No.
- Q9.** Engineers already have an Extra (Undisturbed) Rest Rule. What is the purpose of this agreement?
- A9.** While engineers have enjoyed the ability to take UDR at their option at both the home and away-from-home terminals, certain conditions must be met in order to exercise that right. This Agreement, however, automatically provides an eligible engineer with 10 hours-undisturbed rest at his or her home terminal and either 8 or 10 hours undisturbed rest at the away-from-home terminal after every trip.
- Q10.** Are there any conditions in which an employee can waive the right to UDR under this proposed agreement?
- A10.** There is one specific situation in which an employee can waive the undisturbed rest period provided pursuant to this Agreement. If an engineer is notified of a displacement at his or her home terminal and the additional rest time afforded pursuant to this Agreement (that above the minimum rest period specified in the Federal Hours-of-Service Act) will result in the engineer losing a start or trip on the assignment he or she displaces onto, the engineer may notify CMS when they advise you of your displacement and they will suspend that portion of your rest period in excess of the Hours-of-Service Act rest period.
- Q11.** Can the agreement be canceled?
- A11.** One feature of this Agreement is that it can be canceled by either party. A 60-day notice of cancellation is required and the Agreement mandates the parties meet and try to fix the problems leading to the cancellation notice during that 60 day period.
- Q12.** What is meant by a term "4-hour interim release" as used in this UDR Agreement?
- A12.** The "4-hour interim release" is provided for in the Hours-of-Service Act and provides that your Hours of Service may be aggregated (or combined) from your previous service trip. As an example, you are called to deadhead to the away-from-home terminal to operate a train back to the home terminal on continuous time. The deadhead trip takes you 2 1/2 hours to complete. Upon your arrival at your away-from-home terminal, it is discovered that the train you have deadheaded to protect has been laid down due to mechanical problems. Prior to your tie-up, UP can notify you that they intend to return you back to service with a minimum 4-hour rest period. However, the previous deadhead time (2 1/2 hours) will be included or aggregated with your remaining time left to work (9 1/2 hours) in order to determine your maximum 12 hour on-duty period. In other words, you would only have 9 1/2 hours left to work on the working trip back to the home terminal under this example. This agreement requires UP to give you specific

notification prior to your tie-up that they intend to bring you back after an interim release.

PART B: (1996 - SYSTEM AGREEMENT - EXTRA (UNDISTURBED) REST)

1. Engineers may take extra (undisturbed) rest under the following circumstances:
 - (a) When an engineer's tour of duty 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.
 - (f) 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 layoff. 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.

PART C: (1977 IDAHO SCHEDULE – ORIGINAL RULE)

When engineers require rest they shall so specify by way of electronic or other means at time of tie-up and they shall not be disturbed during rest period.

NOTE: Engineers who have been on duty less than 12 hours may request a maximum of 10 hours rest and engineers who have been on duty 12 hours may request a maximum of 12 hours rest. Engineers shall not be contacted during such periods.

RULE 111. MEALS.

Road engineers shall be allowed time for meals between terminals when necessary, provided train dispatcher is given sufficient advance notice, if possible, to avoid delay to other trains.

NOTE: For engineers operating in pool freight or interdivisional freight service governed by the appropriate Merger Implementing Agreements for Portland and Salt Lake Hubs, the following applies:

“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.”

RULE 112. ESTABLISHING ENGINEER’S SENIORITY AND HANDLING OF DEMOTED ENGINEERS.

(a) A fireman (student engineer) shall be promoted to position of engineer in accordance with the following provision:

(b) Firemen (student engineers) shall be examined for promotion according to seniority.

Promotion and establishment of seniority as engineer shall be effective as of the date a fireman (student engineer) is certified as a qualified locomotive engineer.

(c) All firemen (student engineers) taking and passing the same examination in the same examination class shall be considered as having passed such examination at the same time.

(d) As soon as a fireman (student engineer) has been awarded a certificate showing him or her as a qualified engineer, he or she will be notified in writing by the proper official of the Company of his or her seniority date and unless he or she files a written protest within sixty (60) days against such date, he or she cannot thereafter have it changed. When his or her seniority date has been established in accordance with regulations, such date shall be posted and if not challenged in writing within sixty (60) days after such posting, no protest against such date shall afterwards be heard.

(e) No fireman (student engineer) shall be deprived of his or her rights to examination, nor to promotion in accordance with his or her relative standing on the firemen's (firemen in training or student engineer's) roster, because of any failure to take his or her examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided, that upon his or her return he/she shall be immediately called and required to take examination and accept proper assignment.

(f) Notice of engineer's seniority date established in accordance with Section (b) shall be posted electronically on the appropriate seniority roster(s).

(g-1) For engineers with seniority dates prior to October 31, 1985, no demoted engineer will be

permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list, or holding a regular assignment as engineer on such seniority district.

(g-2) The provisions of Agreement dated November 8, 1972 shown as Appendix 22, contained in the January 1, 1977 Idaho Schedule and this 2008 Schedule shall apply while in effect.

(g-3) Ebb and Flow conditions applicable to employees establishing seniority after October 31, 1985 are governed by separate agreements associated with the following territories as contained in Appendix 34 herein:

Salt Lake Hub and Side Letters
Portland Hub Zone 1 and Side Letters
Portland Hub Zone 2 and Side Letters
Portland Hub Zone 3 and Side Letters

(h) The provisions of this rule shall not prevent the General Chairman from negotiating with the Director of Labor Relations to have discharged engineers reemployed or reinstated to their former seniority.

RULE 113. MAINTAINING SKILLS AND QUALIFICATIONS.

(a) An employee who has acquired seniority as an engineer and who may be holding an assignment (regular or extra) in road or yard service, may be required by the Company to make one or more round trips in road freight service as an engineer at three (3) month intervals or as may otherwise be determined by the company in order to retain his or her skills and qualifications for road freight service, in which event such employee will be paid the prevailing engineer's rate for the required trip.

(b) The employee required to make such trip or trips as an engineer in accordance with the provisions of paragraph (a) hereof shall be paid therefore on the same basis as the engineer called for the service to handle the train. If necessary to deadhead to make such trip or trips such deadheading will be paid for under existing rules.

NOTE 1. In the implementation of paragraphs (a) and (b), an engineer may be required to make such qualifying road trips on his or her designated "days off" or on regularly established work days of his or her regular assignment. When used off his or her regular assignment for such qualifying road trips, the employee will receive for such service not less than he/she would have earned on his or her regular assignment calculated from the time compensation begins to accrue while making such qualifying trips and ending when the employee resumes service on his or her regular assignment.

NOTE 2. The company shall designate the service, territory, time and the engineer with whom such qualifying trips shall be made.

RULE 114. EXCHANGING SENIORITY.

Exchange of seniority by an engineer on a seniority district within the scope of this agreement with an engineer on a seniority district of the Union Pacific Railroad outside of the territory of this agreement will be subject to the approval of and conditions agreed to between the Directors of Labor Relations and the

General Chairmen of the districts concerned.

RULE 115. - (PURPOSELY LEFT BLANK.)

RULE 116. MILEAGE REGULATIONS.

(a) When from any cause it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, any pre 1985 engineer possessing fireman's seniority 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 or extra passenger service are earning the equivalent of 4000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3600 miles per month.

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

(c) In the event an engineer is laid off on account of reduction in service, he/she will retain all seniority rights provided they return to actual service within thirty (30) days from the date their services are required. An engineer demoted to train service is not considered laid off under this rule.

(d) 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 or extra passenger service can earn the equivalent of 4800 miles per month; in assigned, pooled, chain gang or other regular service paying freight rates the equivalent of 4200 miles per month.

(e)(1) In the regulation of passenger or pool freight service, sufficient engineers will be assigned to keep the mileage or equivalent thereof within the limitations of 4000 and 4800 miles for passenger service, and 3600 and 4200 miles for pool freight service as provided herein. If in any service additional assignments would reduce earnings below these limits, regulations will be affected by requiring the regular assigned engineer(s) to layoff when the equivalent of 4800 miles in passenger or 4200 miles in pool freight service has been reached.

NOTE: Reference the parties' Letter of Interpretation dated May 7, 2008 relating to Issue No. 2 and the indexing of miles pursuant to the 1986 Award of Arbitration Board No. 458 reproduced in (e)(2) below.

As an exception to the foregoing, engineers assigned to Interdivisional Pool Service, who has accumulated 4200 miles in the checking period, and their assigned pool turn will depart the home terminal prior to the checking date, may, nonetheless, work the assignment; provided, however, that the over-miles will be carried over into the next checking period, making in reality a sixty (60) day checking period rather than the normal thirty (30) day. Upon attaining maximum mileage of 8400 miles for the sixty (60) day period, the engineer must be relieved, except as provided in Section (n).

(e)(2) May 7, 2008
File: 1340.10

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers and Trainmen

P.O. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This will refer to our ongoing discussions concerning mileage regulation of through-freight pools on the UP-BLET Idaho collective bargaining agreement territory. As we have discussed it is the Organization's position that Issue No. 2 of the 1986 Award of Arbitration Board 458 - Informal Disputes Committee, required the parties to respond to increases in the basic day mileage by indexing (upward) the mileage regulating factors as contained in existing agreement rules, in this case Rule 116 of the UP-BLET Idaho CBA.

Carrier notes the exact language used by Neutral Member LaRocco in Issue No. 2:

"In our advisory status, we urge the parties to formulate a rule on indexing mileage guarantees which, when fairly applied, recognizes that the basic day mileage is gradually increasing. The purpose of the mileage limits is to insure that the Carriers have adequate, available manpower, to regulate the flow between the engineer and fireman classes and to more evenly distribute earnings so that a small group of senior engineers would not gain excess compensation at the expense of other craft members.... The parties have several alternative methods for structuring an indexing system so that mileage regulations correspond to the basic day miles. Also, the ratio does not necessarily have to be on a one-to-one basis."

As we've discussed, and as recognized by Neutral LaRocco, the parties clearly understand that any agreed-to indexing formula need not be a "one-size fits all" approach to cover all freight pools regardless of line miles or any other unique operating characteristics of the pool(s). Significantly, the parties discussed the implications of increased mileage regulations that would affect adjustments based on line miles to those freight pools consisting of lower line miles. It is thus the parties' intention to enter into this Letter of Interpretation to signify an understanding relative to the application of Issue No. 2 on the UP-BLET Idaho CBA territory.

Accordingly, while the parties have agreed to modify Rule 116 to provide an "indexed" mileage regulation of 3600-4200 miles for pool freight service in accordance with the Informal Dispute Committee's urging, that increased mileage regulation will not apply to freight pools with line miles of 170 miles or less. Rather, the previous mileage regulations of 3200-3800 as contained in Rule 116 will continue to apply.

In reaching this Letter of Interpretation, the parties also commit to further discussions, as necessary, to gauge the relative impact that the above mileage regulations have on all affected freight pools on the Idaho CBA territory and to make modifications where mutually agreed.

Please signify your concurrence where provided.

Sincerely,

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

I concur:

s/ T. J. Donnigan

T. J. Donnigan, General Chairman, BLET

(f) On road extra lists maintained to protect passenger service only, a sufficient number of engineers will be maintained to keep the average mileage or equivalent thereof between 4000 and 4800 miles per month.

On other road extra lists, a sufficient number of engineers will be maintained to keep the average mileage or equivalent thereof between 3600 and 4200 miles per month.

When road extra lists (other than passenger) are increased or reduced, adjustments shall be made by placing on the extra list or taking from the extra list a sufficient number of engineers to bring the average miles per month nearest 3800 miles.

(g) Engineers used in both freight and passenger service will be permitted to make the equivalent of 4200 miles in freight service. Passenger miles will be equated to freight miles on the basis of 1.25 miles passenger equaling one mile freight. Freight miles will be equated to passenger miles on basis of one mile freight equaling 1.25 miles passenger.

(h) In assigned yard service, regulation will be made by requiring each regularly assigned engineer to layoff when he/she has earned the equivalent of 35 days per month.

(i) In extra yard service a sufficient number of engineers will be maintained to keep the average earnings between 26 and 35 days per month; provided that when men are cut off the working list and it is shown that engineers in yard service are averaging the equivalent of 31 days per month, engineers will be returned to service if the addition will not reduce the average earnings below 26 days per month.

(j) In regulating working list in respective classes of service, each list will be handled separately.

(k) Pool freight lists shall be checked on a specified day and time each week, and, where necessary, adjusted on the basis of the average miles during the preceding fourteen (14) days.

(l) In unusual or emergency situations additional engineers may be added to the extra lists to meet service requirements, and when such unusual or emergency conditions cease to exist the men added will be promptly taken off.

(m) Statement of mileage made by engineers in all classes of service shall be furnished the regularly constituted committee on completion of payrolls for each semi-monthly pay period.

The company shall supply Local Chairman with a statement showing the name of each engineer who exceeds his or her maximum miles.

(n) If any engineer exceeds his or her maximum miles or days in any thirty (30) day working period, the excess miles or days will be charged to his or her mileage or days in the following working period. This will not apply when all demoted engineers have been returned to the engineers' working lists.

The working period of each employe as provided herein shall be a period of one month coinciding with the engineers day of birth.

EXAMPLE

An engineer's birthday is September 17th. His or her checking period shall begin on the 17th day of each month.

An engineer who cannot be released account attaining his or her maximum miles in two consecutive checking periods shall not be charged with such excess miles in the third checking period.

EXAMPLE

An engineer exceeds his or her maximum miles account shortage of men in his or her checking period ending October 15th. Such excess miles are charged to his or her checking period which ends November 15th. If he or she exceeds his or her maximum miles in the checking period which ends November 15th account shortage of men such excess miles shall not be carried over and charged to his or her checking period which ends December 15th.

(o) An extra engineer assigned to a non-guaranteed extra board who is absent from service to comply with the mileage regulations shall not, except in emergency, return to the extra board until 12:01 AM of the day on which his or her new checking period begins.

(p) In the regulation of mileage neither the minimum nor the maximum is guaranteed.

(q) Officers of the company and designated representatives of the Brotherhood will cooperate in regulating working lists and extra boards of engineers in such manner that the mileage accumulated shall be maintained within the limitations provided for herein.

(r) Engineers will be required to register each trip the total number of miles made by them up to the time of registry each day or trip when final registry is made. It is understood that no penalty whatsoever attaches to the company with respect to this arrangement.

Any engineer who fails to register his or her accumulated mileage at the completion of each trip, into his or her home terminal, will not be entitled to his or her turn out. Engineers from the extra lists protecting the assignment of an engineer who is off for miles, will be released upon completion of the trip into home terminal point following end of assigned engineer's checking period. The assigned engineer must protect his or her run the first day it works following his or her checking period unless granted a leave of absence.

(s) Except as otherwise provided, any engineer who intentionally exceeds the maximum miles set forth herein, or other agreement between the Brotherhood and the Company, in any class of service or maximum days per month in yard service, will be penalized two (2) miles for each mile in excess of the maximum set forth for the class of service. The two (2) for one penalty will be applied to the miles in the succeeding checking period. For example:

An engineer, who intentionally exceeds his or her 4200 maximum miles in freight service by 300 miles during his or her checking period, will be taken out of service when he/she has attained 3600 freight miles in his or her succeeding checking period.

An engineer who has maintained his or her maximum miles and cannot be released by the Company account shortage of men shall not be penalized as herein provided. In such circumstances crew management will furnish the involved engineer a written statement to that effect for his or her presentation to the Local Chairman, provided an engineer who applies for relief must be relieved before another engineer is relieved upon attaining maximum miles.

RULE 117. LEAVES OF ABSENCE.

(a) Leaves of absence of fifteen (15) days or less must be approved by Crew Management or other designated representative of the Company at the terminal of the district where the engineer is employed. Leaves of absence shall not be granted for periods of less than twenty-four (24) hours, except that engineers holding regular assignments, or holding a regular turn in pool freight service, will be permitted to go out on their own assignments in less than twenty-four (24) hours.

NOTE: Extra engineers laying off are subject to conditions outlined in the following Guaranteed Engineers' Extra Board Agreements:

SALT LAKE HUB – GEB #1803159630:

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 or she laid off. He or 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 a 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 or 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 or she stood for an outlying vacancy will, upon reporting for service, be required to relieve the engineer who accepted the call if he or she is still occupying the outlying vacancy. His or her guarantee will be reduced by the amount he or she would have earned with a minimum of one guarantee day for each day laid off.

PORTLAND HUB ZONES 1, 2 and 3 - GEB #1403159630:

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 or she laid off. Mark up time shall be agreed to at the time of lay off. If services are needed, he or she will be penalized one day's pay and fall to bottom of board.

5. LAYING OFF (ON CALL) AT HOME TERMINAL.

An extra engineer laying off on call will be held in until the tie up of the respondent or twelve (12) hours from the time of the lay off, whichever is later. The engineer will be marked up automatically, however, this shall not prevent the Carrier from using him/her in emergency service if the extra board is exhausted. If used in emergency, the engineer will not be penalized for the lay off under this Section 5. If not used, will have their guarantee reduced by the amount they would have earned had they not laid off.

6. MISSING CALL AT HOME TERMINAL.

An extra engineer missing a call will be held off for a minimum of twelve (12) hours and will be automatically marked up to the bottom of the extra board. Engineers missing call for an assignment at an outlying point shall be governed by Section 8 herein. It is understood that this provision does not prevent the Carrier from administering such discipline as it deems proper for a missed call subject to the terms of the Schedule Agreement.

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 or lays off on call when he or she stood for an outlying vacancy will, upon reporting for service, be required to relieve the engineer who accepted the call if he or she is still occupying the outlying vacancy. The guarantee will be reduced by the amount he or she would have earned.

NOTE: Where one extra engineer is called and deadheaded to an outside point to fill a vacancy in either road or yard service because another engineer on the extra board has taken or been granted a leave of absence (layoff) within twenty-four (24) hours from the time the one extra engineer was called to deadhead and who, except for having taken or been granted a leave of absence (layoff), would have stood for the call to deadhead to the outside point for road or yard service, such extra engineer who has taken or was granted leave of absence (layoff) shall, upon reporting for duty, be required to go to the outside point and relieve the extra engineer sent in his or her stead, provided the vacancy continues to exist. The extra engineer electing not to deadhead to the outside point shall not be restored to the extra list until the extra engineer sent in his or her stead has returned and marked up for service at the extra board point. This provision shall not apply to an extra engineer laying off to comply with the existing mileage regulations or to take his or her vacation.

An extra engineer who takes and is granted leave of absence (layoff) and who is required to deadhead to an outside point in the application of the first paragraph of this Section, shall deadhead to and from the outside point on his or her own time and shall not be paid for deadheading in either direction.

(b) Leaves of absence exceeding fifteen (15) days but not exceeding ninety (90) days must be approved by the Division Superintendent. Leaves of absence exceeding ninety (90) days must be approved by the Regional Vice President. The standard leave of absence form shall be executed for all leaves of absence exceeding fifteen (15) days.

(c) Leaves of absence exceeding ninety (90) days shall not be granted except for sickness, disability, committee work or by permission of the Regional Vice President.

(d) Engineers accepting official positions in the service of the Company or the Brotherhood shall be considered as on leave of absence while holding such positions.

(e) Leaves of absence will be granted only at the employe's home terminal or the terminal of his or her assignment, except in emergency. Employes shall not report for work following leaves of absence at points other than their home terminal or the terminal of their assignment, advance notice thereof to be given as provided in Section (g).

(f) Engineers shall not absent themselves from service without proper authority.

(g-1) Engineers assigned in unassigned pool freight service or to a road or combination extra board are subject to the mark-up provisions outlined in Automatic Mark-up Interpretation contained in Appendix 61.

(g-2) Engineers assigned to jobs governed by bulletins per Rules 78 and 85 and not subject to the provisions of the Automatic Mark-up Interpretation referenced above who mark up for duty after having been granted permission to be absent shall give advance notice of the time they will report for duty as follows:

1. Engineers holding assignments which work at or out of a point where an extra board is maintained shall give crew management at least three (3) hours advance notice.
2. At points where extra boards are not maintained, engineers shall mark up for duty at least twelve (12) hours in advance of the on-duty time of their assignment.

(h) Extra engineers granted leaves of absence shall be placed at the foot of the extra list at the time they report for duty.

(i) Not carried forward.

(j) Engineers who fail to report for duty at the expiration of the period for which their absence has been authorized, unless request for additional leave is pending, shall automatically terminate their seniority rights and employe relationship with the Company and such rights shall not be restored except by written agreement between the Director of Labor Relations and the General Chairman.

(k) Engineers on assignments with layover days at outside points will, upon request, be permitted to go home on such layover days when practicable.

RULE 118. USED OFF REGULAR ASSIGNMENT.

An engineer taken from his or her regular assignment and used in other service will receive for such service not less than he/she would have earned had he or she remained on his or her assignment. This does not apply to freight engineers called for passenger service.

RULE 119. USED OFF ASSIGNED DISTRICT.

An engineer used off the district on which he or she is holding an assignment, will be allowed thirty-five (35) miles for each calendar date so used at through freight rate applicable to locomotives weighing between 250,000 and 300,000 pounds on drivers.

NOTE: This rule does not apply to pool freight engineers when receiving their trains within the 25-mile zone pursuant to the following provisions in the Portland and Salt Lake Hub Agreements:

Appendix 54 – Portland Hub Zone 1 – Article VI, Section D(1)

Appendix 55 – Portland Hub Zones 2 & 3 – Article VI, Section D

Appendix 57 – Salt Lake Hub – Article IV, Section B(1)

RULE 120. ATTENDING COURT AND BUSINESS FOR COMPANY.

Engineers attending court or other business on behalf of the Company will be reimbursed and paid as follows in addition to necessary expenses:

- (a) Engineers in the established pool, or on assigned runs, will receive what they would have earned had they remained on assignments.
- (b) Extra engineers will be allowed one day's pay at the minimum freight rate applicable to the district to which assigned for each day held away from service, provided that if an extra engineer is called for such service while relieving a regularly assigned engineer, he or she will be entitled to what he or she would have earned on the assigned run for such time as he/she is eligible to hold such run. If displaced from the regular assignment while he or she is still on company business, he or she will receive only a minimum day for each day thereafter that he/she is withheld from the extra board.
- (c) Deadheading will be paid for in accordance with Rule 102 to engineers attending court or other business on behalf of the company of the category to which this Rule 120 is applicable, in addition to payments under this rule for time lost and expenses.

RULE 121. JURY DUTY AND BEREAVEMENT LEAVE.

(a) Jury Duty

When an employee is summoned for jury duty and is required to lose time from his/her assignment as a result thereof, he/she shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his/her position for each calendar day lost less the amount allowed him/her 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.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(b) 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.

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday – off-days of Saturday and Sunday. His/her mother dies on Monday and father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he/she not taken bereavement leave he/she would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he/she eligible for two days or three (3) days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be

considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

RULE 122. DISCIPLINE -- HEARINGS AND PAYMENT FOR ATTENDING.

(a) 1996 SYSTEM AGREEMENT DISCIPLINE RULE

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

NOTE: 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.

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.

NOTE: Reference applicable Side Letter contained in Appendix 60.

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 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.

NOTE: Reference applicable Side Letter contained in Appendix 60.

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 or 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: The twelve (12) month period utilized in determining the employee's average daily earnings will not include any month(s) 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 (medical leave) for two (2) months (March and April) due to a documented 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).

- (b) (1) An engineer will not be dismissed because of previous unsatisfactory record after having been in the service ninety (90) days, unless subsequent to that time it should develop he/she gave false information on his/her application for employment, in which event he/she will not be dismissed without formal hearing, if he/she requests same.
- (2) An engineer who has been out of the service for more than one year for reasons other than an authorized leave of absence will not be reinstated to service with his/her former seniority rights without approval of the General Chairman. This will not apply to dismissal cases being progressed in accordance with Rule 131 for reinstatement at the expiration of the one year period.
- (3) Dismissed engineers who are reinstated, without restriction will be granted free exercise of seniority rights, subject to such limitations as are provided in the rules of this agreement.

RULE 123. - (PURPOSELY LEFT BLANK)

RULE 124. SERVICE LETTER.

An engineer whose employment is terminated after having been in engine service thirty (30) days or more will, upon written request, be promptly furnished a service letter which he/she must sign before it is delivered to him or her. Federal and/or State laws will govern as to the form and information to be shown in service letters.

RULE 125. VISION AND HEARING -- FIELD TEST.

Where an indoor test discloses deficiency of vision, color perception or hearing, an engineer will, on request, be granted a field test, the result of which will govern his/her qualification. In case of failure to pass the test when examined without glasses, and further examination shows that with glasses, the test can be met satisfactorily, the acceptance of the engineer examined will be optional.

RULE 126. PHYSICAL DISQUALIFICATION.

(a) If an engineer considers themselves physically qualified and protests suspension from service or change of occupation on that account, he or she or the General Chairman in his or her behalf may discuss the case with the designated Carrier officer who will order a review of the report of the examining physician and, where necessary, refer additional examination by an appropriate specialist at the direction of Carrier's Medical Department.

(b) The designated Carrier officer will on request arrange for a joint conference with the General Chairman and examining physician or specialist. The engineer will attend for personal observation if desired. If the designated Carrier officer decides that the engineer cannot be continued in service safely, the engineer or chairman will be so advised.

(c) If the engineer or chairman is not satisfied with the decision, the designated Carrier officer will, on request, arrange for examination of the engineer by a special medical board in accordance with a written agreement which will provide that –

1. The Medical Board shall be comprised of three (3) physicians, graduates of a Class A medical school, of at least five (5) years medical practice, and good professional reputation in the community. The Company will select one member, the engineer will select one member, and the two thus selected will select a third member to be agreed upon by them.
2. The engineer shall submit himself or herself to this Board for physical examination.
3. The Medical Board will render a joint report of their findings and decision within fifteen (15) days after examination of the engineer. One copy of the report will be transmitted to the General Chairman and one copy to the engineer.
4. The findings of the Board as to physical qualifications will be limited to a determination of whether the engineer is qualified to meet the physical requirements of the Company for employes of his or her occupation as prescribed in currently effective rules and instructions of the Operating Department governing the physical qualification of engineers.
5. The findings and decision of a majority of this Board shall be final and binding upon the Company and the engineer; and the engineer shall not be considered eligible for employment by the Company unless a majority of the Board shall have rendered decision declaring him or her physically qualified under the physical qualification rules of the Company.
6. Where claim is made for reimbursement of engineer for time lost, the board will, in cases where the contention of the engineers is sustained, indicate date as of which, in its opinion, the engineer has recovered sufficiently to resume work in his or her regular occupation and the engineer will be reimbursed for time lost from that date.
7. The company and the engineer will each pay the fee and personal expenses of their respective representatives on the board, and will each pay half the fee and personal expenses of the third member as well as half of all additional expense incurred by the board in connection with the examination.

(d) No compensation will be paid or claim presented for time lost in taking periodical physical examinations or additional scheduled examinations as may be prescribed in connection with physical deficiencies requiring observation or treatment between the usual periodical examinations, but employe's required to submit to physical examination other than periodical examinations or scheduled examinations as above described will be reimbursed for time lost, if any, and, if examination is conducted on lay-over day, they will be paid a minimum day at the rate of the service in which they were engaged at the time they were required to take the examination. Periodical examinations, will be conducted at nearest point a qualified doctor designated by Carrier's Medical Department is available.

RULE 127. QUALIFICATION -- TYPES OF LOCOMOTIVES.

(a) An engineer who is not qualified for a particular type of locomotive or train or the operation thereof will nevertheless be called in his or her turn and will be accompanied by the Manager of Operating Practices (MOP) if available, or a qualified engineer selected by the company.

(b) An unqualified regular or extra engineer not called in his/her turn at home terminal in accordance with this section will be paid what he or she 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 or she will be allowed one-hundred (100) miles and stand first-out.

(c) The engineer selected by the company as instructor will be allowed the compensation received by the engineer he or she is instructing, but will receive not less than he or she would have earned had he or she continued working on his or her regular assignment. When used off the district to which he or she is assigned, actual expense incurred will be allowed. 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 (MOP) in the qualifying of engineers.

RULE 128. (PURPOSELY LEFT BLANK)

RULE 129. PEER TRAINING. (1996 System Agreement – Attachment (d))

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 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.

3. **(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.

4. (a) Peer trainers may be used for any training needs for engineers or the public such as but not limited to:

- (1)** Rules exams.
- (2)** Check rides – pre-certification, familiarization and others.
- (3)** Red Block.
- (4)** Operation Life Saver.
- (5)** New equipment including distributive power.
- (6)** Simulator.
- (7)** Pilot service – terminal and road familiarization in connection with mergers, trackage rights, new ID runs, etc.

(b) Classroom peer trainers will be primarily used in classroom settings, including rules exams, Red Block, Operation Life Saver, etc.

(c) Field peer trainers will be primarily used in the field including check rides, hostler training, new equipment, simulators, pilot service, etc.

(d) Employees designated as both classroom and field peer trainers may be used in either capacity. The two classifications of trainers are meant as guidelines and it is recognized that work in each area will overlap and claims will not be filed because of any overlap.

5. 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.

6. 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/her 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.

(e) 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.

RULE 130. USE OF RADIO/TELEPHONES/COMMUNICATION DEVICES.

(a) 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:

“ Use communication devices; copy and handle train orders, clearances and/or other messages.”

(b) It is recognized that the use of radios/telephones or comparable equipment is part of the engineer's duties. However, his or her duties and responsibilities shall be pursuant to the operating rules,

orders and special or other written instructions of the Carrier.

(c) It is further agreed that the Carrier shall require strict compliance by other Carrier personnel or employees involved in the use of radio/telephone equipment, with the operating and safety rules of the Carrier and any applicable Federal and State regulations.

RULE 131. TIME LIMIT ON CLAIMS AND GRIEVANCES. (1996 System Agreement – Attachment (b))

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/her 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 (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 B.L.E. highest designated officer to handle such claim.
7. Within one-hundred (180) days of the date of the final rejection letter after Conference, the highest B.L.E. 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 term “in writing” in this Rule includes the use of electronic or computer delivery or transmission methods.

NOTE 3: The parties agree all claims submitted prior to the effective date of 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.

Q-1: What does the term “list the claim” in Section 7 mean?

A-1: In “list 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.

Q-2: Does this rule apply to claims under Labor Protective conditions?

A-2: Yes, unless the labor protective conditions provide for different time limits or procedures.

RULE 132. TIME SHORTAGES–VOUCHERS.

(a) For all established shortages of a basic day or more, vouchers will be issued upon request, provided shortage is not due to negligence in rendering time return.

(b) Upon written request from an individual employe to the Carrier’s Timekeeping Bureau, payroll vouchers will be sent directly by U. S. Mail to the address given by the employe and incorporated in such request.

NOTE: For employees who utilize electronic direct deposit, the Carrier will use that method for issuing vouchers.

RULE 133. REPRESENTATION.

(a) The General Committee of Adjustment, Brotherhood of Locomotive Engineers and Trainman, 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 Trainman and the Director Labor Relations.

(c) In matters pertaining to discipline, or other questions not affecting changes in Engineer’s contract, the officials of the Company reserve the right to meet any of their employes either individually or collectively.

RULE 134. ENACTMENT AND TERMINATION.

This Agreement will be effective January 1, 2008 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, thirty (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 should any of the provisions of this Agreement be found to be in conflict with any Federal legislation or any superior state or municipal legislation, such provision shall be void, and that any other modification or interpretation shall be of no force nor effect unless concurred in by the signatories hereto.

It is understood that where rules or portions thereof contained in previous Schedules of Agreements that have been placed under a different heading in this Agreement, or where rules or portions thereof are changed for purposes of clarity only, such change shall not be construed as a change in the interpretation thereof.

Additional Agreements and Understandings not set forth in this Agreement, which are in effect as of December 31, 2007 will remain in effect until changed or cancelled, as provided herein.

The parties' recognize the applicability of the following National and System Agreements, the pertinent parts of which are reproduced in the Appendix or incorporated in the preceding rules:

1. Agreement	April 29,	1949	
2. Agreement	May 23,	1952	
3. Agreement	August 17,	1954	
4. Agreement	October 27,	1955	
5. Agreement	January 18,	1961	
6. Agreement	June 25,	1964	
7. Agreement	July 13,	1964	
8. Agreement	November 17,	1964	
9. Agreement	June 22,	1967	
10. Agreement	March 10,	1969	
11. Agreement	May 13,	1971	
12. Agreement	April 27,	1973	
13. Agreement	March 6,	1975	
14. Agreement	July 26,	1978	(MEDIATION CASE NO. A – 10224)
15. Agreement	September 28,	1982	(PUBLIC LAW 97-262/PEB NO. 194)
16. Agreement	May 19,	1986	(AWARD OF ARBITRATION BOARD NO. 458)
17. Agreement	July 29,	1991	(PUBLIC LAW 102-29/PEB NO. 219)
18. Agreement	May 31,	1996	(NATIONAL AGREEMENT)
19. Agreement	May 31,	1996	(SYSTEM AGREEMENT- Signed March 21, 1996)
20. Agreement	December 16,	2003	(MEDIATION CASE NO. A-13252)
21. Agreement	July 1,	2007	(MEDIATION CASE NO. A-13371)

It is understood that the following Agreements or Understandings which are reproduced in the Appendix shall be continued in effect subject to termination or modification as provided therein:

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Signed in Pocatello, Idaho this 1st day of July, 2008

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN**



T. J. Donnigan
General Chairman – BLET

**UNION PACIFIC RAILROAD
COMPANY**



A. L. Weed
Director Labor Relations



L. A. Ruf
Assistant Director Labor Relations

The parties recognize the indispensable efforts of BLET Division 676 President Paul D. Short and his assistance in developing this Schedule Rewrite.

APPENDIX 1.

AGREEMENT

(EO-1553)

between the

UNION PACIFIC RAILROAD COMPANY
(Territory Salt Lake-Butte and Granger-Huntington)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

The Brotherhood of Locomotive Engineers (hereinafter called the "Brotherhood") has requested that the Union Pacific Railroad Company (hereinafter called the "Carrier") withhold and deduct from the wages of such or its employes in the territory Salt Lake-Butte, Granger-Huntington, employed 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.

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 employes in engine service (road and yard) in the territory Salt Lake-Butte, Granger-Huntington, 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 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 employes 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 Treasurer of the Local Lodge of which the employe is a member shall furnish to the Carrier not later than the 15th day of each month a certified statement showing in alphabetical order, 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 afore mentioned list.

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 Employes Hospital Association.

If the earnings of the employe are insufficient, after all prior deductions have been made, to remit the full amount of deductions authorized by an employe 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 employes 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 employe involved and the Brotherhood, and any complaints against the Carrier in connection therewith shall be handled by the Brotherhood on behalf of the employe concerned. Nothing herein contained shall be construed as obligating the Carrier to collect any dues or insurance premiums from employes who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

Section 4. The amounts deducted hereunder shall be remitted to the Treasurer of each Local Lodge of the Brotherhood 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 Treasurer of each Local Lodge with a list of employes from whom deductions were made showing the amount of such deduction.

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 employe; 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 employe 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 employes, 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 employes 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 June 1, 1959, and shall remain in effect until altered, changed or cancelled in accordance with the Railway Labor Act, as amended.

Signed at Salt Lake City, Utah, this 24th day of April, 1959.

(Signatures Omitted)

EXHIBIT A

IBM CODE _____

WAGE ASSIGNMENT AUTHORIZATION

Union Pacific Railroad Company
Pocatello, Idaho

Name _____
(Last) (First) (Middle Initial)

Division _____

Home Address _____ Department _____
(Street and Number)

Occupation _____

(City or Town)

I hereby assign to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay my monthly membership dues in the Brotherhood of Locomotive Engineers, and insurance premiums for insurance issued by the Brotherhood of Locomotive Engineers, as such dues and premiums are reported to the Union Pacific Railroad Company by the Treasurer, Local Lodge No _____, Brotherhood of Locomotive Engineers, or his/her successors, in monthly statements, certified by him/her, as provided under the Check-Off Agreement entered into by and between the Organization and the Union Pacific Railroad Company on _____, 1958, and I hereby authorize the Union Pacific Railroad Company to deduct from my wages all such sums and pay them over to such Treasurer, Local Lodge No _____, Brotherhood of Locomotive Engineers, in accordance with the said Check-Off Agreement. This authorization may be revoked in writing by the undersigned after the expiration of one (1) year, or upon the termination of the aforesaid Check-Off Agreement or upon the termination of the union agreement between the Company and the Brotherhood, whichever occurs sooner.

_____, 20____, _____
(Date) (Signature) (Lodge No.)

EXHIBIT B

IBM CODE _____

Union Pacific Railroad Company
Pocatello, Idaho

Name _____
(Last) (First) (Middle Initial)

Division _____

Home Address _____ Department _____
(Street and Number)

Occupation _____

(City or Town)

Effective _____, I hereby revoke the Wage Assignment Authorization now in effect assigning to the Brotherhood of Locomotive Engineers that part of my wages necessary to pay monthly dues, and insurance premiums, now being withheld pursuant to the Check-Off Agreement between the Brotherhood and the Union Pacific Railroad Company, and I hereby cancel the Authorization now in effect authorizing the Union Pacific Railroad Company to deduct such monthly union dues and insurance premiums from my wages.

_____, _____
Date 20 (Signature) (Lodge No.)

APPENDIX 2.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory Salt Lake-Butte-Granger-Huntington)

FIVE DAY WORK WEEK
IDE-5544

In response to formal notice served upon the Carrier by the Brotherhood of Locomotive Engineers of their desire to establish a work week of five (5) basic days in yard service, pursuant to the provisions of Agreement "A", Article 3, Five-Day Work week dated May 23, 1952,

IT IS AGREED:

Section 1. The Carrier will establish for engineers in yard service, a work week of five (5) basic days. Except as otherwise provided, the work week will consist of five (5) consecutive days with two (2) days off in each seven (7).

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.

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 employes when not protected in the foregoing manner. (This does not disturb rules or practices involving the use of emergency men or unassigned employes). Where regular relief assignments are established, they shall, except as otherwise provided, have five (5) 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 which shall be the same as those of the employe or employes they are relieving.

(b) Where regular relief assignments cannot be established for five (5) 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 (5) 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 which shall be the same as those of the employe or employes they are relieving.

(c) After the starting times and days of service have been established for regular assignments, 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 or practices in effect 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 to provide for the accumulation of days off over a period not to exceed five (5) 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 rule shall be paid for at the straight time rate.

(b) Regular assigned yard service employees worked as such more than five (5) straight-time eight (8) 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 (2) 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 a regularly assigned employe for other service performed or started during the course of his/her regular tour of duty, such additional day will not be utilized in computing the five (5) straight-time eight (8) 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 (5) straight-time eight (8) 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 basis for 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 (2) 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 employes and practices thereunder are not changed hereby. Any shift in yard service in excess of eleven (11) straight-time shifts in yard service in a semi-monthly period will be paid for at time and one-half rate.

NOTE: It is recognized that the Carrier is entitled to have an extra employe work eleven (11) straight-time shifts in yard service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. After an extra man has worked eleven (11) straight-time shifts in yard service in a semi-monthly period he/she will remain on the extra board, but will not be used in yard 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 employe for other service performed or started during the course of his/her tour of duty in yard service, such additional day will not be utilized in computing the eleven (11) 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 employes in the application of this Section 6.

Section 7. Notwithstanding the provisions of Section 6, any regularly assigned yard engineer who, from any cause, has not worked five (5) straight-time eight (8) hour shifts in their established work week shall be permitted, upon proper application, to work at the straight-time rate on one or both of their assigned "days off" in preference to extra board engineers, provided a vacancy exists within fifteen (15) days after loss of days in their established work week on which they can be used without interfering with working of their regular assignment. Written application must be filed with Crew Dispatcher on the work day immediately preceding their "days off" and such application must show the number of shifts worked in their work week. This floating arrangement shall not be used by a regularly assigned yard engineer to gain in excess of an average of five (5) straight time eight (8)-hour shifts in a work week within the fifteen (15) day period, herein specified, nor will such engineer be permitted to work more than one shift on any designated rest day, if other engineers are available.

NOTE: An engineer filing request to be used on a rest day for makeup of time lost from previous work week, shall be placed on a separate 'makeup time' board in seniority order on date application is filed and such engineer must be available for call to service on each of such days off and shall be called in the order of their standing on the 'makeup time' board. Missing a call to float on either of such days off shall disqualify the applicant of the floating privilege on either of such days off during the 'makeup time' for which unavailable.

Section 8. Existing weekly or monthly guarantees in yard service producing more than five (5) days per week shall be modified to provide for a guarantee of five (5) days per week. Nothing herein shall be construed to create a guarantee where none now exists.

Section 9. (a) All regular or regular relief assignments shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided.

(b) An employe 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 employe working more than five (5) days in the period starting with the first day of his/her old work week and ending with the last day of his/her new work week, such day or days will be paid at straight-time rate.

(c) A regularly assigned engineer in yard 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 service on the regular assignment and an extra board do not exceed eleven (11) straight-time days. The engineer will then be subject to the "note" under Section 6 of this rule.

(d) An employe who leaves an extra board for a regular or regular relief assignment will work the days of his/her new assignment at straight-time rate, without regard to the number of days he/she may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this Section, regular engineers will not be permitted to work more than five (5) straight-time eight (8)-hour shifts in a work week, in yard service, excluding the exceptions from the computations provided in Section 5, paragraphs (b) and (c).

(f) At outlying points or small yards, such as Boise and Twin Falls, where days off are to be filled which cannot be made a part of a regular assignment, such days off will be filled by the senior regular man working at the point who has made written request to protect the work and will be paid for the service at straight-time rates. Extra men will have no claim because of using regular men under this paragraph.

Section 10. Except as otherwise herein specifically provided, all provisions of Article 3 in Agreement "A" (Five (5) Day Work Week) of the National Agreement of May 23, 1952, shall apply.

Section 11. This Agreement shall supersede, as of its effective date, all rules and regulations which may be in conflict.

Section 12. This Agreement shall be effective October 1, 1978.

Dated at Salt Lake City, Utah, this 1st day of July, 1978.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ J. L. McDermott
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

s/ Alden Lott
Director Labor Relations

APPENDIX 3.

SWITCHING LIMITS (1971 National Agreement)

(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.

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Switching Limits Extended at Spokane, Washington

It is agreed:

1. The north switching limit at Spokane, Washington is extended to Mile Post 13.
2. Final terminal delay point at Spokane shall be moved northward and will be Mile Post 13 for southbound trains.
3. This agreement does not extend terminal delay payments to any class of service not presently receiving same.
4. The twenty (20) and twenty-five (25) mile limits for servicing customers, relieving trains stopped because of the provisions of the Hours of Service Law, along with the 25 mile zone pool crews may receive their trains on the far side of the terminal and run on through to the scheduled terminal, will continue to be computed from the switching limits as they existed prior to this agreement taking effect (Mile Post 8.25).
5. There shall be no change in road miles as a result of this agreement

This Agreement will become effective 15th day of August, 2001 and will remain in effect until cancelled or modified under the provisions of the Railway Labor Act as amended.

Signed this 8th day of August, 2001.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS**

s/ T. J. Donnigan
T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/ T. G. Taggart
T. G. Taggart
Director Labor Relations

**AGREEMENT
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
(WESTERN REGION - OREGON DIVISION)
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND UNITED TRANSPORTATION UNION (C,T&E)**

LR 512-1-1

SWITCHING LIMITS - ALBINA

In order to provide better service to customers and perform switching tasks more efficiently in the Albina Terminal, specifically on the Kenton and Graham Lines, it is agreed the switching limits at Albina will be changed as follows:

1. The Eastern switching limits on both the Kenton and Graham Lines will be extended East, past the point where the two lines join at the Troutdale Junction Switch, to Mile Post 17, which is presently a point in the approximate middle of the Sandy Siding.

2. For purposes of applying Article VIII, Section 2 of the 1986 BLE and 1985 UTU National Agreements, relating to disabled or Hours of Service trains, and providing service for customers outside switching limits, the twenty (20) and twenty-five (25) mile distances will be measured from the former switching limit on the Graham Line, which is at M.P. 12.25. Thus a yard crew under this agreement will be allowed to bring in a disabled train from M.P. 37.25, and provide service to customers out to M.P. 32.25. Yard crews will be able to perform work train and wreck service to M.P. 17, but not beyond that point.

3. Pay for bringing in disabled or Hours of Service trains, i.e., actual time outside switching limits with a minimum of one hour, will continue to be computed from the old switching limits at M.P. 14.5 on the Kenton Line and M.P. 12.25 on the Graham Line. However, if the yard crew is already working east of either of these two points, the time will be computed from the time they are instructed to pick up the train until they resume their regular work within the switching limits, or pass M.P. 14.5 or M.P. 12.25 with the disabled or dog caught train, whichever occurs first. Pursuant to National Agreements of 1978, no additional compensation is provided to yard crews for providing service to customers located outside of switching limits.

This agreement will become effective immediately upon full execution by all signatory parties and will remain in effect until changed or terminated under the provisions of the Railway Labor Act, as amended.

Dated at Salt Lake City Utah, this 7th day August, 1987.

(Signatures Omitted)

MEMORANDUM AGREEMENT

(IDE-5473)

IT IS AGREED:

In the application of Article III of the May 13, 1971 BLE National Agreement, the following shall govern at Nampa, Idaho:

Section 1. The Fischer Sugar Factory (an old industry located beyond the last new industry) may be served by Nampa yardmen the same as any other new industry in this area during the period March 1 through September 30 of each year, provided that during the time this industry is being served by yard crews as herein provided, any service performed by road crews will be compensable under the provisions of Rule 38 of the Basic Schedule Agreement.

Section 2. This Agreement shall be effective March 1, 1974, and continue in effect thereafter subject to the condition that it shall automatically terminate and be of no further force nor effect thirty (30) days after written notice is served by either party upon the other of their desire to so terminate. In the event of termination, as herein provided, rules and practices in effect on February 28, 1974, shall be restored in their entirety.

Dated at Salt Lake City, Utah, this 19th day of March, 1974.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**UNION PACIFIC RAILROAD
COMPANY**

s/ W. B. Gaskins
General Chairman

s/ Alden Lott
Director Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(South-Central District)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN
ORDER OF RAILWAY CONDUCTORS
BROTHERHOOD OF RAILROAD TRAINMEN

* * * *

(Gen. 42)

In connection with the expansion eastward of the Pocatello yard, it is agreed as follows:

1. That the established boundary line of the switching district is extended eastward to Mile Post 210.75.
2. That road time will end and final terminal time will begin on incoming westbound freight trains when the trains reach designated switch at Mile Post 211.33, located at the eastward end of the departure yard, or first stop inside the switching district as established by this agreement.
3. That in the computation of road mileage the mileage presently in use for the several subdivisions is not to be changed.
4. This agreement is effective August 1, 1947, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act.

UNION PACIFIC RAILROAD COMPANY:

By /s/ *F. C. Paulsen*
General Manager

BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

By /s/ *W. Blakemore*
General Chairman

**BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN:**

By /s/ *W. L. Phillips*
General Chairman

ORDER OF RAILWAY CONDUCTORS:

By /s/ *H. W. Corbett*
General Chairman

BROTHERHOOD OF RAILROAD TRAINMEN:

By /s/ *E. B. Gayhart*
General Chairman

APPENDIX 4

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(Territory Salt Lake City-Butte and Granger-Huntington)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ROTARY POOL BOARD-SALT LAKE-POCATELLO

(Misc. Eng. 82(a))

The agreement effective May 1, 1940, establishing a rotary pool board for engineers at Salt Lake City contemplates that pool freight service and extra passenger service shall be protected by engineers holding a turn on this board except for the first trip on a vacant passenger run when there is a regularly assigned freight engineer available who is senior to the first-out engineer on the rotary pool board, he/she will be used. It is requested by the General Committee of the Brotherhood of Locomotive Engineers that the rotary pool board agreement effective May 1, 1940, be amended to the extent that in all cases the first trip on vacant passenger runs out of Salt Lake will be manned by the first-out qualified engineer from the rotary pool board. Accordingly, it is agreed:

1. Engineers holding a regular turn on the rotary pool board shall protect pool freight and extra passenger service between Salt Lake and Pocatello and shall work first-in first-out, the arriving time to govern in accordance with established regulations.

2. In all cases the first trip on vacant passenger runs out of Salt Lake will be manned by the first-out qualified engineer from the rotary pool board. Should the vacancy exist for more than one trip, the senior assigned engineer on the Salt Lake-Pocatello district with home terminal at Salt Lake making a written application therefore will be given the run.

If the vacancy exists for more than six days the senior engineer working in the territory Salt Lake to Pocatello having a written application on file with crew management at the expiration of the six-day period will be given the run. If no written applications are on file as provided herein the rotary pool board will continue to protect the vacancy.

3. Engineers on the rotary pool board used into Pocatello in extra passenger service will not be placed in pool freight service at Pocatello except to avoid a light movement to that point to protect such service. Otherwise, they will be returned to Salt Lake in passenger service deadheaded, doubleheaded, or run light. If used in pool freight service they will be given their turn out of Pocatello as per arrival. (See Rule 15).

4. Vacant turns will be protected from the regular extra board. Where the extra board is exhausted, such vacant turns shall be filled as provided in Section 10 of the agreement of July 13, 1955, reproduced on pages 111 to 113 of the schedule agreement (Appendix 5 of this Schedule Agreement) and authoritative amendments and interpretations thereof. Where a vacant turn stands to fill a vacancy on a regular passenger assignment or in extra passenger service, the next qualified engineer on the rotary pool board shall be used and upon completion of trip such engineer shall be placed at the foot of the pool board upon

his/her arrival.

5. Should the engineer first out on the rotary pool board fail to avail himself for a call for pool freight service, an engineer from the regular extra board will be used. If there are no extra engineers available the turn of the rotary pool board engineer will hold its first-out turn for a period of 24 hours and shall be filled from the regular extra board if an extra engineer becomes available during that period and the rotary pool board engineer will lose his/her turn and not be marked up on the rotary pool board until the extra engineer returns to Salt Lake. If, however, there are no extra engineers available during the 24-hour period, the rotary pool board engineer will be placed at the foot of the rotary pool board.

6. Should an engineer holding a turn on the rotary pool board fail to avail himself for a call for passenger service as provided in Section 4 hereof, he/she will be placed at the foot of the rotary pool board at the time the call is missed.

7. The number of engineers to be assigned to the rotary pool board will be governed by the provisions of the mileage regulations, Article 48 (now Rule 116), applicable to assigned or pool freight service, and the passenger miles made by the rotary pool board engineers will be converted to freight miles on the basis of 100 miles passenger being equivalent to 75 miles freight.

8. This agreement shall be effective April 1, 1953, and will automatically terminate upon ten days' written notice served by either party upon the other.

Dated at Salt Lake City this 17th day of March, 1953.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

By /s/ *W. Blakemore*
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

By /s/ *F. C. Wood*
Assistant to Vice President

(Sec. 4 amended eff. Mar. 19, 1964)
(Sec. 5 amended eff. Sept. 13, 1954)

APPENDIX 5.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory Salt Lake City-Pocatello)
and the
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ESTABLISHMENT OF POOL OF FREIGHT CREWS BETWEEN SALT LAKE CITY-OGDEN
AND SALT LAKE CITY-POCATELLO

(EO 1378)

RECITALS OMITTED

IT IS AGREED:

1. Effective with this agreement, two separate pools of freight engine crews will be established, one to handle irregular and unassigned turnaround freight service, the other to handle straightaway freight service.
2. Regularly assigned engineers and firemen in the turnaround pool shall work independently of regularly assigned engineers and firemen in the straight-away pool, and the regulation of the number of crews in each pool shall be adjusted independently for each pool under current mileage regulations.
3. The establishment of the freight pools, per Sections 1 and 2 hereof, shall not operate to restrict the work which either pool may perform between Salt Lake City and Pocatello.
4. Regularly assigned engineers and firemen in the turnaround pool and in the straight-away pool may handle, pick up and/or set out traffic originating at, destined to and/or moving through or beyond Ogden without restriction.
5. Pool freight crews operating in the straight-away pool and having the same objective terminal, who are run around en route between terminals, will take their turn upon arrival at the objective terminal in the same relative position as they stood at the initial terminal, subject to the following conditions:
 - (a) Pool freight crews in irregular or unassigned freight service who are run around en route between terminals, and crews who run around them shall make notation on the register at the objective terminal of the run around so that crew calling forces will have the necessary information to determine the order in which crews are to be called.
 - (b) Pool freight crews deadheading on passenger trains, or being used in one-way passenger service out of their away-from-home terminal, shall take their turn on the pool freight board in accordance with their arrival regardless of any crews they may have run around en route.

(c) To be eligible for a call under this rule, engineers and firemen must be rested and available for service at the on-duty time for the following trip, and if not available, will not retain their standing at the opposite terminal.

6. Pool freight crews operating in the turnaround pool, who are run around en route between terminals, will take their turn upon arrival at the objective terminal in the same relative position as they stood at the initial terminal, subject to the conditions set forth in Subsections (a), (b) and (c) of Section 5.

7. Vacant turns for engineers and firemen in either of the two pools for freight crews will be protected from the regular extra board, except that when a vacant turn for an engineer stands to fill a vacancy on a regular passenger assignment or in extra passenger service, the next qualified engineer in the pool of freight crews shall be used, subject to the provisions of Sections 4 and 5 of the Rotary Pool Agreement, effective September 13, 1954, and Sections 8 and 9 of this agreement as these agreements apply to employes in their respective grades of service.

8. Vacancies for an engineer on a regular passenger assignment or in extra passenger service between Salt Lake City and Ogden, will be protected by engineers from the turnaround pool of freight crews, and vacancies for an engineer on a regular passenger assignment or in extra passenger service between Salt Lake City and Pocatello, will be protected by engineers from the straight-away pool of freight crews, subject to the provisions of Sections 4 and 5 of the Rotary Pool Agreement, effective September 13, 1954, between the Carrier and the Brotherhood of Locomotive Engineers.

9. Where there are no firemen on the extra board qualified or available to protect vacancies in passenger service, the first-out qualified pool freight fireman in the turnaround pool will be used to protect passenger service between Salt Lake City and Ogden, and the first-out qualified pool freight fireman in the straight-away pool will be used to protect passenger service between Salt Lake City and Pocatello.

10. Crews of the straight-away pool of freight crews may be used to protect irregular or unassigned freight service between Salt Lake City and Ogden, and crews of the turnaround pool of freight crews may be used to protect irregular or unassigned freight service between Salt Lake City and Pocatello in situations where the extra boards protecting such service are exhausted and/or where there are no crews rested and available in their respective pools to protect the service awarded to them under this agreement. The Company will not be penalized in any manner in the application of this agreement.

MEMORANDUM AGREEMENT

(EO 1378)

Section 10 of Agreement dated July 13, 1955, shown in the Appendix of the Engineers' Schedule Agreement on pages 111 to 113 inclusive, reads as follows:

“10. Crews of the straight-away pool of freight crews may be used to protect irregular or unassigned freight service between Salt Lake City and Ogden, and crews of the turnaround pool of freight crews may be used to protect irregular or unassigned freight service between Salt Lake City and Pocatello in situations where the extra boards protecting such service are exhausted and/or where there are no crews rested and available in their respective pools to protect the service awarded to them under this agreement. The Company will not be penalized in any manner in the application of this agreement.”

In the application of Section 10 above quoted, it is agreed that when a vacancy develops in the straight-away pool (Salt Lake City-Pocatello) and the engineers' extra board is exhausted, the vacancy shall be filled by the senior available demoted engineer assigned to the straight-away pool.

Likewise, when a vacancy develops in the turnaround pool (Salt Lake City-Ogden) and the engineers' extra board is exhausted, the vacancy will be filled by the senior available demoted engineer assigned to the turnaround pool. If a situation should develop where no demoted engineers are available in the straight-away pool, the vacancy shall be filled by engineers of the turnaround pool as provided in Section 10 above quoted and vice versa.

Dated at Salt Lake City, Utah this 25th day of April, 1962.

(Signatures Omitted)

11. Engineers and firemen holding assignments in one of the pool of freight crews under this agreement will not be permitted to vacate such an assignment in one pool and take an assignment in the other pool of freight crews, except to make a displacement in the exercise of seniority, or under the provisions of Section (a) of Rule 112 of the BLF&E Agreement, and Section (b) of Rule 117 of the BLE Agreement.

12. For the purpose of placing this agreement in effect the Local Chairmen and the Division Superintendent or his/her representative shall agree upon the number of crews to be established initially in each of the two pools, and all engineers and firemen in road service on the Salt Lake-Pocatello District shall be given the opportunity to make written application to crew management for positions in either pool, such applications to be made on or before July 25, 1955. Based upon written applications received, employes shall be assigned on a seniority basis and notice posted showing the successful applicants. On August 1, 1955 successful applicants shall be placed in the new pools based on seniority and availability.

13. This agreement shall be effective August 1, 1955, and thereafter, subject to the condition that it shall automatically terminate and be of no further force or effect ten days after written notice of its desire to so terminate is served by either party upon the other. Upon termination as herein provided, rules and practices in effect as of July 31, 1955 shall be automatically restored.

Dated at Salt Lake City, Utah, this 13th day of July, 1955.

(Signatures Omitted)

APPENDIX 6.

Terms and conditions enumerated in the parties' July 25, 2003 Cab Condition Settlement covering South Central District, Oregon and Idaho claims. Article 2 deals with the handling of future claims involving sanitary and other working conditions of locomotive cabs (cab conditions). Article XVII of the 1986 Award of Arbitration Board 458 superseded NMB A-10409 and contractually obligates the parties to develop a reporting and handling process relating to cab sanitation before resorting to progressing penalty claims. The attachment also contains BLE's letter of dated December 17, 2003 detailing the dispute, resolution thereof and the method used to distribute the settlement amount.

UNION PACIFIC RAILROAD COMPANY

July 25, 2003

**(110.61.7)
(110.61.14)
(110.61.22)**

Mr. T. J. Donnigan
General Chairman, BLE
P. O. Box 609
Pocatello, ID 83204-0609

RE: FORMER SOUTH CENTRAL, OREGON AND IDAHO CLAIMS SETTLEMENT

Dear Mr. Donnigan:

This document refers to our discussions on October 3, 2002, regarding our mutual desire to resolve the backlog of outstanding claims submitted on or before January 1, 2003, covering the former South Central District, Oregon and current Idaho cab condition claims as follows:

Type of Claims	South Central District	Oregon	Idaho
Miscellaneous	x		
Cab Conditions	x	x	x

The parties agreed to resolve the following issues: outstanding time claims, appeals regarding application, interpretation or alleged violation of, as well as other matters pertaining to, the BLE South Central, Oregon and Idaho Collective Bargaining Agreements in an expeditious and equitable manner. The parties accordingly agreed that the following terms will apply in full and final settlement of all such claims and matter.

ARTICLE 1.

Except as set forth in Article 2, below, all time claims submitted, on or before January 1, 2003, appealed by either an employee or BLE on behalf of an engineer holding seniority on the former South Central, Oregon and Idaho Districts will be settled as follows:

- A.** The Carrier will pay a one-time lump sum payment totaling \$130,000.00 in full and final settlement of all time claims submitted by, or in behalf of, engineers holding seniority on the former South Central, Oregon and Idaho Districts.
- B.** To qualify for a lump sum payment, an employee must satisfy all the following conditions:
 - (1)** The employee must be in active service as an engineer as of the date of this agreement and be named as a Claimant of record on a time claim submitted or appealed by the BLE on or before January 1, 2003.

Note (1): An employee who is dismissed and later reinstated to service will not be considered as an eligible employee.

Note (2): An employee who is on a leave of absence due to having a working status of "Company Officer" will not be eligible for this lump sum payment.
 - (2)** The employee must have seniority as an engineer on the former South Central District, Oregon or Idaho Division Seniority Rosters and be working as an engineer as of the date of this agreement.

Note: An employee who held a seniority date on a former South Central, Oregon or Idaho Engineer's Seniority Rosters, who accepted a voluntary separation allowance from Union Pacific or who retired prior to this agreement will not be considered as an eligible employee.
- C.** Amounts paid pursuant to this settlement will be subject to all applicable federal, state, local and/or railroad retirement tax withholdings.
- D.** Payments made pursuant to this agreement will not be included in any existing or future labor protection test period(s) averages. Likewise, said payments will not be incorporated into the determination of any reserve board rates of pay, vacation compensation, guarantees (including extra board guarantees), back pay, if applicable, or other similar payments or protective benefits.
- E.** The payments made pursuant to this Article I will not be used to offset or reduce guarantee or labor protection amounts, benefits due to eligible employees for the month in which the payment is made.
 - (1)** BLE will provide the Carrier a list of engineers showing the name, Social Security Number and amount said employee is to be paid by no later than August 1, 2003.

- (2) Carrier will review the list of names provided by the BLE to ensure each engineer listed thereon satisfies the eligibility requirements set forth in Article I, B, above.
- (3) Carrier will make the appropriate payment to eligible engineers, satisfying the eligibility criteria in a single lump sum payment within ninety (90) days of Carrier's receipt of the list set forth in Article I, Section E (1) above.

ARTICLE 2.

This agreement does not apply to outstanding discipline, medical or non-monetary claims such as seniority disputes cases. This settlement will, however, cover all time claims contemplated by the table above, filed on or before January 1, 2003.

NOTE: The parties discussed the handling of future claims with respect to sanitary and other working conditions of locomotive cabs (engine standards). The parties agree that Article XVII of the Award of Arbitration Board No. 458 superseded, in part, NMB A-10409, and placed an obligation on the Carrier to assure that locomotives meet certain standards (e.g., lead locomotive should have sanitary toilet facility). Article XVII also obligated the parties to jointly develop a process for reporting and handling an alleged defect in locomotive cab conditions. In addition, Article XVII placed an obligation on the employee as to the manner and method for reporting the deficiency in a timely manner to a proper authority and thereafter to assist, without additional compensation, in a method for correction of the deficiency. The establishment of local level procedures evidenced by the outcome of the joint Carrier-BLE Locomotive Study Task Force (LSTF) reflect the parties' commitment to a more proactive approach in dealing with sanitary cab conditions as provided by Section 1 of Article XVII.

In addition to the procedures agreed to by the parties with regard to Article XVII, the Federal Railroad Administration (FRA) has established servicing standards to ensure locomotives are safe and sanitary. In its Final Rule effective June 3, 2002, the FRA has the ability to penalize a Carrier for failure to meet its sanitation and servicing requirements with respect to the working conditions of locomotive cabs. In connection therewith, the parties recognize the Carrier's obligation to adhere to FRA standards in addressing concerns about safe and sanitary cab conditions, and, the Organization's obligation to initiate and exhaust its efforts with respect to the manner and method for timely reporting deficiencies to the proper Carrier authority. Prior to filing time claims, the parties agree to work together to address any issues with regard to these obligations.

ARTICLE 3.

This agreement is final and binding regarding all claims and disputes, as identified in the table above, covered by this agreement. All claims covered by this agreement will be considered as settled and accordingly barred from further handling under the former South Central, Oregon or Idaho BLE Agreements and/or the Railway Labor Act.

ARTICLE 4.

Eligible employees entitled to receive a lump sum payment pursuant to the terms of this Agreement who are eligible to receive, participate in, any other similar time claim settlement/resolution in connection with his/her service in another craft, will have such payment offset (reduced) by the amount

Brief Overview: Carrier and BLE have wrestled over locomotive cab conditions in various ways the better part of two generations of engineers. The parties attempted to handle this dispute from different angles, trying to solve problems at the local level, general level and at times have sought arbitration - all attempts resulting in unsatisfactory conditions both parties found difficult to live with.

NMB A-10409 was executed December 19, 1979 covering the Union Pacific Railroad prior to various mergers and acquisitions involving other rail carriers. NMB A -10409 ostensibly settled issues raised from BLE notices of March 30 and April 1, 1973 wherein locomotive cab conditions were addressed. NMB A-10409 governed items such as toilets, water coolers, drinking water, cab heaters, weather stripping, air conditioners, and the engineer's responsibility to "...cooperate in keeping locomotive cabs in a clean and orderly condition..." History demonstrates that even though various forms of mediation were used in an effort to resolve well known problems associated with cab conditions, the parties failed to satisfactorily deal with these continually burning issues. By the mid 1980's, the parties were embroiled in what ended up to be a long-standing dispute which produced a number of claims BLE used as a basis to confront the continuing problems associated with sanitary cab conditions. During the mid 1990's, both parties exercised their rights under Article XVII of AA458 when they developed a Locomotive Study Task Force (LSTF) which ultimately paved the way for today's computer generated locomotive Electronic Defect Reporting System currently part of the =TE (tie-up) screen.

Although the dispute has spanned almost two decades and at least three National Agreements (ratified, arbitrated or imposed by Public Law), to date NMB A-10409 has been the basis by which all cab condition claims were submitted. This dispute has consumed a lot of time, but it must be known that one of the common themes throughout the continuing process is the Union's obligation to give Carrier the opportunity to correct cab condition problems.

Impact of 1986 AA458 and Articles X and XVII: The extent to which Articles X and XVII superseded NMB A-10409 is an important consideration in the history of the cab condition dispute. With respect to locomotives used for run through service, Article X addressed minimum standards of "merged or affiliated rail systems" as follows:

"In run-through service, a locomotive which meets the basic minimum standards of the home railroad or section of the home railroad may be operated on any part of the home railroad or any other railroad.

A locomotive which meets the basic minimum standards of a component of a merged or affiliated rail system may be operated on any part of such system."

Article XVII also contractually recognized the extent to which the parties agreed locomotives would be maintained, including conditions related to clean sanitary toilets, cooled potable water, toilet paper and hand towels as illustrated in Section 2(b) thereof. Where before the Local Chairman's role in this dispute was pretty much confined to progressing time claims, Section 1 A(b) requires him/her to become more involved in handling complaints with local supervisors:

"(b) Institute a program whereby the Local BLE representative and the carrier's supervisors at each facility will participate in direct discussions regarding any

maintenance problems at the locations under their jurisdiction for the purpose of carrying out the intent of this understanding, including evaluating the reports and suggestions of either party and implementing agreed-upon solutions thereto."

Bottom line is that the national conditions outlined in Article XVII require local representatives to exhaust a process that gives Carrier the opportunity to address and correct problems prior to triggering the time claim process. For your reference, Articles X and XVII are attached hereto and identified as Organization's Exhibit A.

The contractual evolution affecting NMB A-10409's effect on the specific nature of this dispute in terms of the basis of claims, [I felt] made it necessary to embark on a prudent and well-educated course rather than go "willy nilly" before an arbitrator with such an emotional issue. WRGCA then enlisted the assistance of our International Office by way of Dennis Simmerman who was part of national negotiations involving AA458 and had great insight into Article XVII and its effect on NMB A-10409. Jim Dayton's role as LSTF co-chairman during the early 1990's was also helpful in that what the parties accomplished with LSTF fell within the meaning of Article XVII Section 1 A. For your reference, the e-mail exchanged between Brothers Dayton and Simmerman in connection with our lengthy conference call of February 27, 2003 is attached hereto and identified as Organization's Exhibit B. The outcome of thorough research involving this important and emotional case revealed an element of uncertainty WRGCA could not overlook.

Impact and Value of New Federal Regulations: FRA adopted RSAC recommendations and established minimum servicing standards by way of its final rule concerning Locomotive Cab Sanitation Standards effective June 3, 2002. WRGCA distributed its memo of April 16, 2002 addressed to our Local Chairmen which included copy of these sanitation and servicing standards, see attached copy of memo identified as Organization's Exhibit C. For your convenience, Exhibit C also includes a cab sanitation flowchart based on sanitation standards and definitions that were developed by the coalition of system BLE GCA's and Legislative Boards.

In addition to other requirements found in 49 CFR Part 229, §229.139 governs sanitation and servicing requirements and provides:

"Section 229.139 establishes minimum servicing standards to ensure that sanitation compartments in occupied locomotives are not unsanitary or defective. Paragraph (a) states that the railroad must service the sanitation compartments of lead locomotives in use so that they are sanitary. This requirement means that the floors, toilet facility, and washing system must be free of trash and waste. It is reasonable to expect that, as a locomotive is used, some amount of dust and trash would accumulate. However, in order to meet the requirements of paragraph (a), the trash must be removed at regular intervals, and used soiled paper products or human waste may not be present on the floor."

The new FRA regulations have additional impact on those conditions found in Article XVII Section 2(b) which contractually requires the lead locomotive have a sanitary toilet, adequate cooled potable water and adequate toilet paper or hand towels. The combined effect in essence makes these items federal defects if they fail to meet federal standards. Federal regulations also give the Union another avenue to pursue resolution of cab condition problems.

Against the backdrop of contractual changes involving cab conditions, FRA mandated cab sanitation and servicing requirements and the potential for liability of each party, collectively we agreed to settle the inventory of cab condition claims of record to and including December 31, 2002. The settlement of July 25, 2003 provided a lump sum payment of \$130k that addressed former South Central, Oregon and Idaho claims. For your reference, the cab condition settlement is attached as Organization's Exhibit D. Careful deliberation guided WRGCA to what [I felt] was the only fair and equitable way to divide the lump sum among those claimants of record involving both groups of claims:

SCD:	3711	(46%) actual	45.962%
CAB:	<u>4363</u>	(54%) actual	54.038%
	8074	total	

SCD:	$130K \times .46\% = \$59,800.00/3711 = \16.114 p/claim	<u>59,799.54</u>
CAB:	$130K \times .54\% = \$70,200.00/4363 = \16.09 p/claim	<u>70,200.67</u>
		\$129,999.72

Article 2 of the cab condition settlement summarizes the rights and obligations of both parties consistent with the exhaustive research involved in this case:

NOTE: The parties discussed the handling of future claims with respect to sanitary and other working conditions of locomotive cabs (engine standards). The parties agree that Article XVII of the Award of Arbitration Board No. 458 superseded, in part, NMB A-10409, and placed an obligation on the Carrier to assure that locomotives meet certain standards (e.g., lead locomotive should have sanitary toilet facility). Article XVII also obligated the parties to jointly develop a process for reporting and handling an alleged defect in locomotive cab conditions. In addition, Article XVII placed an obligation on the employee as to the manner and method for reporting the deficiency in a timely manner to a proper authority and thereafter to assist, without additional compensation, in a method for correction of the deficiency. The establishment of local level procedures evidenced by the outcome of the joint Carrier-BLE Locomotive Study Task Force (LSTF) reflect the parties' commitment to a more proactive approach in dealing with sanitary cab conditions as provided by Section 1 of Article XVII.

In addition to the procedures agreed to by the parties with regard to Article XVII, the Federal Railroad Administration (FRA) has established servicing standards to ensure locomotives are safe and sanitary. In its Final Rule effective June 3, 2002, the FRA has the ability to penalize a Carrier for failure to meet its sanitation and servicing requirements with respect to the working conditions of locomotive cabs. In connection therewith, the parties recognize the Carrier's obligation to adhere to FRA standards in addressing concerns about safe and sanitary cab conditions, and the Organization's obligation to initiate and exhaust its efforts with respect to the manner and method for timely reporting deficiencies to the proper Carrier authority. Prior to filing time claims, the parties agree to work together to address any issues with regard to these obligations.

Future Handling: As evidenced above, there has been considerable evolution of the governing agreements and federal regulations regarding the Carrier's obligation to provide a safe and sanitary cab environment for engineers and other crew members to work in. If anything, between December 19, 1979 when A-10409 was agreed upon and June 2, 2002

when the FRA adopted Locomotive Cab Sanitation Standards, the requirements placed upon railroads have become more demanding. Concurrently, the Agreement requirements have increased on engineers and BLE to work with management throughout the process in order to give Carrier an opportunity to fix, alleviate, or otherwise address cab condition problems.

While Article XVII provides that road locomotives cannot be dispatched from maintenance facilities with certain defects, it describes the mandatory interaction that should occur between engineer and local manager with respect to those defects. In an effort to avoid working with defective equipment, engineers are obligated to make a timely objection to the local manager who has the final say with respect to the reasonableness of the complaint. The manager may take into account the following items with respect to the decision about correcting a defect, see Section 2 in part:

"In determining the reasonableness of an engineer's complaint, among the factors to be considered are the timeliness of the complaint, the accessibility of the means to take corrective action, the seriousness of the deficiency, the engineer's ability or inability to correct the deficiency with means at his/her disposal and whether or not an unreasonable train delay would be incurred."

An engineer ordered to operate defective locomotives after seeking corrective action as prescribed by Article XVII Section 2, should thereafter file a detailed time claim with the Carrier and submit the complaint, including all relevant information, to his/her respective Local Chairman. That representative then has the opportunity to address the cab condition problem with the respective local supervisor or he/she can report the non-complying condition to the FRA for its handling. Even though a time claim may be submitted, the requirements of the Article XVII must be complied with. In those cases where a thorough effort to correct problem(s) with the local maintenance facility and with local management becomes exhausted and therefore is unsuccessful, the problem(s) described by claims need to be referred to the next level for subsequent handling. The ultimate decision on progressing the issue as a time claim dispute will depend on the quality of information provided by the Claimant and the outcome of the local resolution process.

Both engineer and Union have an obligation to give Carrier an opportunity to fix cab condition problems. In order to facilitate the process of resolving the issues in subsequent handling, we have prepared a claim worksheet to be completed and provided to the BLE Local Chairman at the time when the grievance is submitted to BLE for its handling with Carrier and FRA if appropriate. For your reference, this document is attached and identified as Organization's Exhibit E. It will also be available on WRGCA's web site (www.wrgca.com) in PDF format for reprinting.

It is critical to understand that the process outlined in Article XVII of AA458 must be complied with to ensure the best possible opportunity to improve conditions or to pursue other remedies. In those cases where the problem involves a non-complying condition governed by FRA regulations, furnishing sufficient information will maximize BLE's opportunity to pursue remedies available to it under the oversight of that agency.

I trust you will share this information with your respective members and encourage any of you having additional questions or concerns to give me a call.

APPENDIX 7.

**OPS – VACATION
SYNTHESIS**

**NATIONAL RAILWAY LABOR
CONFERENCE**

SYNTHESIS

OF

OPERATING VACATION AGREEMENT

1997

(This is intended as a guide and is not to be construed as
constituting a separate Agreement between the parties.)

**Originally prepared November 2, 1967, by
Section 10 Committee of the April 29, 1949
Operating Vacation Agreement, as amended,
Revised as of December 1997.**

**Synthesis
of
OPERATING VACATION AGREEMENTS**

The following represents a synthesis in one document for the convenience of the parties, of the National Vacation Agreement of April 29, 1949 between certain carriers represented by the National Carriers' Conference Committee and their employees represented by the Brotherhood of Locomotive Engineers and the United Transportation Union (formerly the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen and Switchmen's Union of North America), and the several amendments made thereto in various national agreements up to the Award of Arbitration Board No. 559 dated May 8, 1996 and the 1996 BLE Core National Agreement.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any vacation provision, the terms of the appropriate vacation agreement on the property involved shall govern.

Section 1 (a) - Effective January 1, 1997, 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 two hundred forty (240) basic days in miles or hours paid for, as provided in individual schedules.

Beginning with the year 1997, in the application of this Section 1(a) 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 vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(a) 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 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations. (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(a) each basic day in all classes of service shall be computed as 1.1 days for purposes of determining qualifications for vacation. (This is the equivalent of 144 qualifying days.) (See NOTE below.)

(b) - Effective January 1, 1997, 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 two hundred forty (240) 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.

Beginning with the year 1997, in the application of this Section 1(b) 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 vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(b) 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 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations. (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(b) each basic day in all classes of service shall be computed as 1.2 days for purposes of determining qualifications for vacation. (This is the equivalent of 132 qualifying days.) (See NOTE below.)

(c) - Effective January 1, 1997, 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 two hundred forty (240) 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.

Beginning with the year 1997, in the application of this Section 1(c) 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 vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) 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 qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(d) - Effective January 1, 1997, 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 two hundred forty (240) 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.

Beginning with the year 1997, in the application of this Section 1(d) 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 vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard service 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 qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(e) - Effective January 1, 1997, 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 two hundred forty (240) 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.

Beginning with the year 1997, in the application of this Section 1(e) 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 vacations. (This is the equivalent of 150 qualifying days in a calendar year in yard service and 180 qualifying days in a calendar year in road service.) This qualifying condition and multiplying factor pertains only to service performed by yard and road employees in the preceding calendar year so as to determine qualification for vacation on that basis only. (See NOTE below.)

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 21, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(e) 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 qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(e) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

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.

(f) - In dining car service, for service performed on and after July 1, 1949 each 7 1/2 hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b), (c), (d) and (e).

(g) - Calendar days on which an employee assigned to an extra list is available for service and on which days he/she 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.

The 90 and 45 calendar days referred to in this Section 1(g) shall not be subject to the 1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(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 1(b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic days under Section 1(d), and four thousand (4,000) basic days under Section 1(e).

(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/her 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/her home road or by virtue of the employee's seniority on his/her 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/her 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/her return to railroad service, but could qualify for a vacation in the calendar year of his/her return to railroad service if he/she had combined for qualifying purposes days on which he/she was in railroad service in such preceding calendar year with days in such year on which he/she was in the Armed Forces, he/she will be granted, in the calendar year of his/her return to railroad service, a vacation of such length as he/she 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/her 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/she had combined for qualifying purposes days on which he/she was in railroad service in the year of his/her return with days in such year on which he/she was in the Armed Forces, he/she will be granted, in such following calendar year, a vacation of such length as he/she could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(m) - 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 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b), (c), (d) and (e), respectively.

(n) - 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.

(o) - An employee may make up to two splits in his/her annual vacation in any calendar year.

(p) - An employee may take up to one week of his/her annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation.

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/she qualified under Section 1 (or carriers in case he/she 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" dated September 21, 1950, May 25, 1951 or 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 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/she qualified under Section 1 (or carriers in case he/she 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 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/she qualified under Section 1 (or carriers in case he/she 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 not be 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 of 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 employee's 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/her 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/her 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/her 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, noncompliance with a union shop agreement, or failure to return after furlough, he/she shall, at the time of such termination, be granted full vacation pay earned up to the time he/she 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/her estate, in that order of preference.

Section 9 The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he/she 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.

Beginning on the date Agreement "A" dated September 21, 1950, May 25, 1951, or May 23, 1952, became or becomes effective on any carrier, such additional vacation days shall be reduced

by 1/6th 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.

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, either party may submit the dispute or controversy to arbitration in accordance with the procedures of Section 3 of the Railway Labor Act.

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, insofar 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 and the United Transportation Union.

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.

(Signatures Omitted)

MEMORANDUM

Chicago, Illinois, April 29, 1949

Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

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 a 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, run-around 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 trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	<u>140 miles</u>
TOTAL	700 miles

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/she 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-turn-around 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-turn-around 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-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the last 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.

s/ A. Johnston
 Grand Chief Engineer
 Brotherhood of Locomotive Engineers

s/ D. P. Loomis
 Chairman
 Western Carriers' Conference
 Committee

s/ C. J. Goff
 Asst. President
 Brotherhood of Locomotive Firemen
 and Enginemen

s/ H. A. Enochs by S. M. F.
 Chairman
 Eastern Carriers' Conference
 Committee

s/ R. O. Hughes by J. P.
 Vice President
 Order of Railway Conductors

s/ T. H. Benton
 Chairman
 Southeastern Carriers' Conference
 Committee

s/ A. F. Whitney
 President
 Brotherhood of Railroad Trainmen

s/ A. J. Glover
 Intl. President
 Switchmen's Union of North America

ATTACHMENT 1

**INTERPRETATION OF CONTINUOUS SERVICE PROVISIONS OF
SECTION I 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.

Signed at Chicago, Illinois, this 18th day of January, 1956.

**CARRIER MEMBERS
SECTION 10 COMMITTEE**

**EMPLOYEE MEMBERS
SECTION 10 COMMITTEE**

s/ Frank J. Goebel

s/ R. E. Davidson

s/ L. W. Homing

s/ S. C. Phillips

s/ D. P. Loomis

s/ J. A. Paddock

s/ E. H. Hallman

s/ S. Vander Hei

s/ F. K. Day, Jr.

s/ C. E. McDaniels

ARTICLE III – VACATIONS

Insofar as applicable to employees represented by the Brotherhood of Locomotive Engineers, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1982, by substituting the following Section 1(c), 1(d) and 1(h) for the corresponding provisions contained in Section 1, as previously amended:

(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.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(c) 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 qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(c) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(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.

Beginning with the effective date of the provisions of Article 3 of Agreement "A" dated September 25, 1950, May 25, 1951 or May 23, 1952, on an individual carrier, but not earlier than the year 1960, in the application of this Section 1(d) 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 qualifications for vacations. (This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below.)

Beginning with the year 1960 on all other carriers, in the application of this Section 1(d) each basic day in all classes of service shall be computed as 1.3 days for purposes of determining qualifications for vacation. (This is the equivalent of 120 qualifying days.) (See NOTE below.)

(The NOTE referred to in Sections 1(c) and 1(d) above reads as follows:

"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."

(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 1 (b), one thousand two hundred and eighty (1280) basic days under Section 1(c), two thousand seven hundred and twenty (2720) basic-days under Section 1(d), and four thousand (4000) basic days under Section 1(e).

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/she 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.

(e) An employee may make up to two splits in his/her annual vacation in any calendar year.

(f) An employee may take up to one week of his/her annual vacation in single day increments, provided, however, that such employee shall be automatically marked up for service upon the expiration of any single day vacation,

(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.

APPENDIX 8.

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, Section IX, Article 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 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:**

s/ T. J. Donnigan
General Chairman

s/ D. W. Hannah
General Chairman

s/ G. Gore
General Chairman

s/ B. D. MacAuther
General Chairman

s/ M. A. Young
General Chairman

APPROVED:

s/ E. L. Pruitt
Vice President

s/ D. L. McPherson
Vice President

**FOR THE UNION PACIFIC RAILROAD
COMPANY:**

s/ S. F. Boone
Director, Labor Relations

s/ A. C. Hallberg
Director, Labor Relations

s/ R. P. Guidry
Director, Labor Relations

s/ T. M. Stone
Director, Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory Salt Lake City-Butte-Granger-Huntington)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

MODIFICATION OF COMBINED VACATION AGREEMENT

IT IS AGREED:

For application at Pocatello only, the Combined Vacation Agreement dated at Salt Lake City, April 25, 1963, and Memorandum Agreement EO-1369 dated Salt Lake City, December 10, 1976, modified January 1, 1977; July 25, 1980; February 27, 1981 and June 5, 1981, is hereby modified to the extent the following shall govern with respect to assigning vacation periods for engineers for each calendar year:

1. Vacation periods shall be scheduled weekly in segments of seven (7) days commencing with the first (1st) Monday in January. Vacations will not be forced before February. The number of engineers to be assigned to each weekly vacation period shall be designated by the Carrier. Bulletin will be posted on November 15 and applications will be received through December 15 for vacation periods during the following year and assignments shall be made on or before December 31 of the current year, which will constitute the official vacation schedule.

NOTE: Agreement EO-1369 dated July 25, 1980, copy attached, shall remain in effect.

2. Except as provided in paragraph 5, employees must apply for one (1), two (2), three (3), four (4) or five (5) vacation weeks based on their entitlement. Engineers who fail to bid for vacation will be force assigned ahead of junior engineers beginning on the first (1st) Monday of February. Engineers who are outbid will be force assigned in accordance with paragraph 3.

3. When force assigning vacation periods, the junior engineer will be assigned one week's vacation in reverse order of seniority until each engineer on the roster has been force assigned one week's vacation, after which this procedure will be repeated for a second, third, fourth and fifth vacation week entitlement until all earned vacation time has been scheduled.

4. Except as provided in paragraph 5, each engineer must bid for at least two (2) weeks vacation to commence prior to August 1 of each year. Engineers who fail to bid in accordance with this Section or who fail to make sufficient choices for periods prior to August 1, will be force assigned in accordance with paragraph 3 herein.

5. Engineers who anticipate accepting their annuity prior to August 1 shall make their intent known, advising Local Chairman and proper Carrier representative, and will not be force assigned vacation periods and may schedule all of their vacation immediately prior to retirement. Engineers in their anniversary year will be given priority and scheduled after their anniversary date in order to secure the extra week of vacation, except that no vacation shall be scheduled to commence in December when it cannot be completed by December 31. The percentage of engineers on vacation as set forth by the Carrier shall not be exceeded.

6. As provided in Section 2, Article II of the Combined Vacation Agreement dated April 25, 1963, employees will be permitted to trade assigned vacation periods with the concurrence of the proper Carrier representative. Additionally, engineers may advance or defer vacation periods, except as provided in paragraph 4, with the concurrence of the Local Chairman and proper Carrier representative. It is understood that such advancing or deferring of vacation period will only be accomplished if the number of engineers released for that particular week is not exceeded.

7. Engineers shall be obligated to protect their assignments immediately following expiration of the vacation period unless additional time off is authorized by proper authority prior to the expiration of their vacation period.

8. Vacation periods shall be assigned by seniority. The hiring date in engine service will be used to determine seniority rank for vacation purposes. Engineers employed as such on November 15 will be assigned on the engineer's official vacation schedule for the succeeding year.

9. For assigned vacation periods by-passed by reason of employees being temporarily suspended or on leave of absence, such assigned vacation periods shall be observed immediately upon the employees return to service.

10. The Local Chairman and the Carrier Representative presenting the vacation schedule will take into consideration the necessity for scheduling vacations so that a substantial number of engineers in one class of service, i.e., extra board, pool freight, etc., are not scheduled to be on vacation at the same time.

11. The parties will meet in November of each calendar year to review the past year's experience under this agreement, and agree upon any changes deemed appropriate or necessary in the assigning of vacations for the coming year.

This Agreement shall become effective July 1, 1988 with implementation commencing with the calendar year 1989.

DATED AT SALT LAKE CITY, UTAH THIS 1ST DAY OF JULY, 1988.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ T. J. Donnigan
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ W. S. Hinckley
Regional Director Labor Relations –
Western District

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory Salt Lake-Butte and Granger- Huntington)

(EO-1369)
(EO-1377)

IT IS AGREED:

Sections 1(b) and (d) of the Agreement dated April 25, 1963, shown in Appendix 8 of the Agreement of January 1, 1977 is hereby amended to read as follows:

(b) On or about November 15 of each calendar year the Division Superintendent or officer designated by him or her shall notify the Local Chairman the number of engineers it is anticipated may be released for vacation purposes in each vacation period during the vacation year which begins on January 1 of the following year, and the Assistant Director Labor Relations shall, between November 15 and December 1, provide the Local Chairman with a list of the names of engineers who have worked a sufficient amount of time to qualify for one, two, three, four or five weeks vacation during the following year.

NOTE. In the application of Subsection (a) in determining the date when vacation of an engineer is to begin, if an engineer's tour of duty commences at the away-from-home terminal on the day prior to date vacation is to begin and he/she arrives at his/her home terminal after Midnight on the date his/her vacation is scheduled to begin, the engineer will be permitted to commence his/her vacation as of that day if he/she so desires or he/she may elect to defer the commencement date of his/her vacation in these circumstances, to the following date. If, however, an engineer has commenced his/her trip from the away-from-home terminal after 12 Midnight on the date his or her vacation was scheduled to begin, the commencement date of his/her vacation must, in these circumstances, be deferred to commence on the following date.

(d) The vacation schedule prepared by the Local Chairman shall be submitted to the Division Superintendent or officer designated by him or her on or before December 15 and sufficient copies thereof will be prepared by the Company to permit posting at terminals or other points as may be necessary to inform all employes of the vacation period awarded to them. The vacation schedule prepared by the Local Chairman shall be considered as the official vacation schedule for engineers during the vacation year to which it applies. The official vacation schedule shall not be changed except as provided in Section 2 or this agreement and the "NOTE" under Section (b).

This agreement shall become effective October 1, 1980, and shall not be changed except as provided in Section 5 of the Agreement dated at Salt Lake City, Utah on April 25, 1963.

Dated at Salt Lake City, Utah this 25th day of July, 1980.

(Signatures Omitted)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory: Salt Lake City-Butte Granger – Huntington)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

COMBINED VACATION AGREEMENT

(EO 1369) (EO 1377) (IDF 5023)

RECITALS OMITTED

Therefore, IT IS AGREED:

Article I.

Effective January 1, 1963, the following enumerated effective implementing vacation Agreements and/or understandings between the parties are cancelled in their entirety and shall be of no further force nor effect on and after January 1, 1963.

- (a) Vacation Schedule Agreement dated September 15, 1955, file Gen-40, produced on Pages 129 and 130 of the current BLE Agreement, effective April 1, 1956.
- (b) Determining when vacation is to begin, file Gen-40, dated March 13, 1957.
- (c) Splitting Vacations, yard and road service engineers, file EO 1369, dated April 6, 1959.

Article II.

The following regulations are adopted in lieu of the agreements enumerated in Article I:

Section 1. Preparation of Vacation Schedule.

(1) The supplemental agreement dated October 31, 1949, entitled “Vacation Schedules” shall be suspended insofar as it applies to employes working as engineers in the territory Granger-Huntington and Salt Lake City-Butte, and the following shall apply in lieu thereof for employes of the engineer’s craft and class.

- (a) Except as otherwise provided herein, vacation periods for engineers, subject to the provisions of Section 2, shall be scheduled to commence on Monday of the calendar week, except that no vacation shall be scheduled to commence in December when it cannot be completed by December 31.
- (b) On or before December 31 of each year, the Division Superintendent or other designated officer of the Company shall, for each division, advise the General Chairman the number of engineers it is anticipated may be released for vacation purposes for each vacation period in the following calendar year. The Supervisor of Wage Schedules at Pocatello, Idaho, shall, on or before February 1 of each year, provide the General Chairman with a list of engineers who have worked sufficient time in the

preceding calendar year to qualify and be eligible for a vacation in the current year under the terms of National Vacation Agreements of April 29, 1949, August 17, 1954 and January 18, 1961; and indicate whether the employe is entitled to one, two, or three weeks vacation. This information will be supplied by the General Chairman to the Local Chairman of the district involved.

NOTE. In the application of Subsection (a) in determining the date when vacation of an engineer is to begin, if an engineer's tour of duty commences at the away-from-home terminal on the day prior to date vacation is to begin and he/she arrives at his/her home terminal after Midnight on the date his/her vacation is scheduled to begin, the engineer will be permitted to commence his/her vacation as of that day if he/she so desires or he/she may elect to defer the commencement date of his/her vacation in these circumstances, to the following date. If, however, an engineer has commenced his/her trip from the away-from-home terminal after 12 Midnight on the date his/her vacation was scheduled to begin, the commencement date of his/her vacation must, in these circumstances, be deferred to commence on the following date.

(c) It shall be the duty and responsibility of the Local Chairman to solicit applications for vacation periods from employes under his or her jurisdiction and prepare a vacation schedule and assign to each employe, who is eligible for a vacation, a vacation period, on the basis of seniority preference; provided, however, the number of employes assigned on the vacation schedule to take vacations during any vacation period, shall not exceed the number which the Superintendent or other designated Company officer has indicated may be released during that period at any point. Application forms for use by the Local Chairman shall be supplied by the Company.

(d) The Vacation Schedule shall be prepared by the Local Chairman and submitted to the Superintendent or other designated officer of the Company on or before February 15 of each calendar year. The Vacation Schedule shall be considered as the official vacation schedule for engineers for that calendar year and sufficient copies will be prepared by the Company for posting in the usual manner and for other purposes as may be necessary. The official Vacation Schedule shall not then be changed except as provided in Section 2 of this Agreement and "Note" under Section (b).

Section 2. Advancing and Deferring Vacation Periods.

(a) After the official vacation Schedule has been prepared, the vacation period for any employe may be advanced or deferred to another period subject to the following:

(1) An engineer may advance his or her vacation period to commence on any day of the week except as otherwise provided in "Note" under Subsection (b) of Section 1.

(2) The Local Chairman must apply to and obtain the written approval of the Superintendent or other office before any employe can advance or defer his/her vacation period as provided herein.

(3) When the vacation period for any engineer has been advanced, the vacation period of another employe may be deferred to the time the advanced employe was scheduled to take his/her vacation, provided notification of such deferment is submitted by the Local Chairman to the Superintendent or other designated officer at least two days (48 hours) in advance of the day such employe is scheduled for his/her vacation on the official vacation schedule. This will also apply when a portion of a vacation has been advanced, as provided in Section 3. Only one such deferment may, however, be granted to any employe.

(4) No portion of a vacation to be advanced or deferred shall be for less than one week.

(5) Vacation periods will not be deferred where the vacation cannot be completed during the calendar year for which scheduled, as provided in Paragraph (a) of Section 1.

(b) Reporting in Advance. The provisions of the National Vacation Agreement, which permit employees holding regular assignments to report for service before the termination of their vacation, shall not apply to employees who take their vacations in two or three installments.

(c) An engineer who holds an interdivisional pool freight assignment while absent on vacation, may report for service twelve (12) hours or less in advance of the termination thereof in order to avoid loss of time should his/her turn become first-out.

Section 3. Splitting Vacations.

(a) Yard and road service engineers who are qualified for a vacation of two or three weeks with pay, under the provisions of the Vacation Agreement of April 29, 1949, as amended by the Vacation Agreement of August 17, 1954 and January 18, 1961, will, upon written request to crew management, be permitted to take their vacation in installments, subject to the availability of extra employees to provide relief, as follows:

(1) Yard and road service engineers who are qualified for two weeks' vacation may take their vacation in two installments of one week each.

(2) Yard and road service engineers who are qualified for three weeks' vacation may take such vacation in two installments of one week and two weeks or vice versa, or in three installments of one week each.

(3) Vacation periods taken in installments under Paragraphs (1) and (2) of this Section are subject to the approval of crew management from whom permission must be obtained to be absent for vacation purposes.

(4) Vacation periods taken in installments in accordance with the provisions of Paragraphs (1) and (2) of this Section must be taken in advance of the individual employee's scheduled vacation period established by the provisions of Section (1), Paragraph (d) of this Agreement.

(5) Vacation periods may not be deferred, except as provided in Paragraph (3) of Section 2, and Paragraph (6) of this section.

(6) When any portion of an employee's vacation has been taken under the installment provisions of this Section, all remaining portions of the employee's vacation must be commenced on the first date set or determined in the original official Vacation Schedule, except as provided in Section (1), Paragraph (a); and except where vacation period has been officially scheduled for the last period in December; and any portion is advanced, the remaining portion may be deferred so as to be completed with the last week in December.

(b) The Company shall assume no additional expense in granting vacations in installments as a result of this Agreement.

(c) Yard and road service engineers working at outside points where extra boards are not maintained, shall be privileged to take their vacations in installments, subject to the applicable provisions of this Section; and further, where relief for vacations under this arrangement incurs deadheading, the following regulations shall govern:

(1) Deadhead allowances shall be limited to one round trip and payments shall be divided as follows:

(a) Except as provided in Subsection (2) of this Section (c), the first out employe deadheading to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the relief point. Deadhead trips to an outside point to protect either a second or third installment of a vacation shall not be paid for.

(b) Except as provided in Subsection (2) of this Subsection (c), the last out employe returned from an outside point after all installments of a vacation have been taken will be allowed deadhead pay for the return trip.

(c) Intervening deadhead trips from an outside point, after protecting either a first or second installment of a vacation, shall not be paid for; and, where the vacancy continues to exist on the same run or assignment in the application of the several rules of the effective Agreement, intervening deadhead trips, incident to filling the continuing vacancy, shall not be paid for.

(2) Engineers will not be permitted to substitute vacation installments under this Agreement for absences required under the mileage regulations. It is understood, however, that initial and final deadhead trips under this Agreement shall not be paid for if they are otherwise not payable.

(d) Employes at outside points who elect and do take their vacations in installments and employes who are called to relieve them shall be responsible for keeping crew management, timekeepers and any others concerned, fully informed of the precise conditions under which the vacation installments are being taken and under which the deadhead trips are made. Time allowances for deadhead trips shall not be made without such supporting data.

(e) Employes who have 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.

Section 4. Not a Guarantee.

(a) It is understood that the scheduling of vacations on the official vacation schedule as herein provided 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 conceded and, where that is done, the employe will be allowed pay in lieu thereof, as provided in Section 1 of the National Vacation Agreement effective July 1, 1949, as amended by Article 5 of the Agreement dated December 16, 1953.

Section 5. Termination.

This Agreement shall apply for vacations taken during the calendar year 1963, and in the same manner for each calendar year thereafter, subject to the condition that it may be terminated at the end of any calendar year in which written notice has been served by either party upon the other on or before October 31, of

that calendar year. In the event of termination, as provided herein, the provisions of the "Vacation Schedule Agreement" dated October 31, 1949, shall be restored and applied to engineers.

Dated at Salt Lake City, Utah, this 25th day of April, 1963.

For the
**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ W. B. Gaskins
General Chairman

For the
UNION PACIFIC RAILROAD COMPANY:

s/ N. B. Beckley
Assistant to Vice President

s/ F. C. Wood
Assistant to Vice President

APPENDIX 9.

Current list of contractually recognized holidays as of July 1, 2008.

New Year's Day
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
The Day after Thanksgiving Day
The Day before Christmas (or when observed)
Christmas Day (or when observed)
New Year's Eve Day

PAID HOLIDAYS (historical progression since 1957)

Many National Agreements contained significant language or provisions dealing with qualification for paid holidays - namely the 1957 BLE National Agreement, the 1964 5-Ops Agreement, and the March 10, 1969 BLE National Agreement. The following list only intends to describe the chronological progression of observed holidays under the National Agreements or Awards.

July 18, 1957 National Agreement (BLE) Article V - Section 2(a)

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

March 10, 1969 - National Agreement (BLE) Article III (a)

Added Employee's Birthday as 8th holiday

May 13, 1971- National Agreement (BLE) Article XI

Added Veterans Day as 9th holiday

March 6, 1975 - National Agreement (BLE) Article III - Section 1 and 2

1) Added Christmas Eve as 10th holiday

2) Substituted Good Friday for Employee's Birthday

**September 22, 1982 - PEB NO. 194
Article IV**

- 1) Added Day after Thanksgiving as 11th holiday
- 2) Substituted New Years Eve for Veterans Day

September 22, 1982 - PEB NO. 194 - Article IV:

Effective January 1, 1983, the national holiday provisions will be revised to add the day after Thanksgiving Day and to substitute New Year's Eve (the day before New Year's Day is observed) for Veterans Day.

The holiday pay qualifications for Christmas Eve – Christmas shall also be applicable to the Thanksgiving Day – day after Thanksgiving Day and the New Year's Eve – New Year's Day holidays.

The following is a synthesis of National Holiday provisions as of 1975.

NATIONAL HOLIDAY PROVISIONS

PAID HOLIDAYS FOR ENGINEERS

THE FOLLOWING REPRESENTS A SYNTHESIS IN ONE DOCUMENT, FOR THE CONVENIENCE OF THE PARTIES, OF THE CURRENT HOLIDAY PROVISIONS OF THE NATIONAL AGREEMENT OF JUNE 25, 1964, LETTER OF UNDERSTANDING DATED JULY 28, 1967, AND NATIONAL AGREEMENTS DATED MARCH 10, 1969, MAY 13, 1971 AND MARCH 6, 1975. (*)

THIS IS INTENDED AS A GUIDE AND IS NOT TO BE CONSTRUED AS CONSTITUTING A SEPARATE AGREEMENT BETWEEN THE PARTIES. IF ANY DISPUTE ARISES AS TO THE PROPER INTERPRETATIONS OR APPLICATION OF ANY PROVISION, THE TERMS OF THE APPROPRIATE AGREEMENT SHALL GOVERN.

Section 2.

The following provisions shall apply to regularly assigned engineers in yard service, and regularly assigned road service employees paid on a daily basis, represented by the Organization party hereto:

- (a) Each regularly assigned engineer 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
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
The Day before Christmas is observed
Christmas Day

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

(b) Any of the employes 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. 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.

(c) To qualify for holiday pay, a regularly assigned employe referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employe in the classes of service referred to on the work days immediately preceding and following such holiday, and if his/her assignment works on the holiday, the employe must fulfill such assignment. However, a regularly assigned employe whose assignment is annulled, cancelled or abolished, or a regularly assigned employe who is displaced from a regular assignment as a result thereof on (1) the work day immediately preceding the holiday, (2) the holiday, or (3) on the work day immediately following the holiday will not thereby be disqualified for holiday pay provided he/she does not layoff on any of such days and makes himself/herself 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 employe's work week, the first work day following his/her "days off" shall be considered the work day immediately following. If the holiday falls on the first work day on his/her work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the work day of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless the regularly assigned employe fail 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 holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employes provided by this rule will apply.

(f) As used in this rule, the terms "work day" and "holiday" refer to the day to which service

payments are credited.

(g) When a regularly assigned employe, holding an assignment subject to paragraph (a) hereof, performs compensated service at least one day on his/her regular assignment in the week in which the holiday falls, is required to be used off his/her assignment to protect other service on one or both qualifying days and/or on the holiday, performing or being available for the service he/she is called to protect will qualify him/her to receive the holiday basic day's pay at the rate of his/her regular assignment. He/she will be paid at the rate of time and one-half for service performed on the holiday provided he/she works on his/her regular assignment, and only then if he/she meets the qualifying requirements, set forth in paragraph (c) herein.

(h) A regularly assigned employe holding an assignment which is not subject to paragraph (a) hereof, but who is called to protect other service on an assignment which is subject to paragraph (a), will qualify for payment of the basic day for the holiday if he/she is available for or performs service on such assignment on the qualifying days and on the holiday, provided no other employe qualifies for holiday pay on such position. If the assignment works on the holiday, he/she will be paid at the rate of time and one-half for service performed on the holiday.

(i) When one or more designated holidays fall during the vacation period of the employe, he/she shall, in addition to his/her vacation compensation, receive the holiday pay provided for herein, provided he/she meets the qualification requirements. The qualifying days shall be the work days immediately preceding and following the vacation period. In road service, lost days preceding or following the vacation period due to the away-from-home operation of the individual run shall not be considered to be work days for qualifying purposes.

Section 3.

(a) Extra yard service engineers 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
Washington's Birthday
Good Friday
Decoration Day
Fourth of July
Labor Day
Veterans Day Thanksgiving Day
The Day before Christmas is observed
Christmas 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.

(b) To qualify, an extra yard service employe 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 employe cannot qualify under Section 3 (b)(1) or (b)(2), then in order to qualify he/she 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 employe will be deemed to be available if he/she is ready for yard service and does not lay off of his/her own accord, or if he/she is required by the Carrier to perform other service in accordance with rules and practices on the Carrier.

(c) Deleted

(d) Any of the extra yard service employes 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. 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.

(e) 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 employe subject to this Section 3 whose service status changes from an extra yard service employe to a regularly assigned yard service employe 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/she meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he/she is an extra service employe and (2) he/she meets the qualifications set forth in paragraph (c) of Section 2 on the day or days he/she is a regularly assigned yard service employe, provided further, that a regularly assigned yard service employe who voluntarily changes his/her service status to an extra yard service employe on any of the three (3) 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.

NOTE 3: The term “extra yard service employe” shall include extra employes on a common extra list protecting both road and yard service, to whom compensation for yard service has been credited on eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday.

(f) When one or more designated holidays fall during the vacation period of the employe, he/she shall, in addition to his/her vacation compensation, receive the holiday pay provided for herein, provided he/she meets the qualification requirements. The qualifying days shall be the work days immediately preceding and following the vacation period.

Section 4. Deleted.

(*) This synthesis has been brought up to date and includes all changes made since its issuance.

APPENDIX 10.

The following Appendix includes former or current ID service agreements on the Idaho CBA territory. This appendix is arranged by various railroad properties and those ID agreements that through merger agreements or otherwise are now governed territorially within the Idaho Agreement (as of the date of this schedule agreement rewrite). As historical documents, it is understood that the terms and conditions of many of these agreements may have been modified or superseded since originally negotiated.

PART A – UP Salt Lake City to Butte and Granger to Huntington (Idaho)

PART B – UP Northwestern District – Oregon Division (former Oregon)

PART C – UP Los Angeles to Salt Lake (former South – Central)

PART D – Denver, Rio Grande and Western (former DRGW)

PART E – Southern Pacific Transportation Company (SP Western Lines)

PART F - UP Eastern District (UPED Agreement)

PART A – UP SALT LAKE CITY TO BUTTE AND GRANGER TO HUNTINGTON (IDAHO)

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INTERDIVISIONAL SERVICE

Northwestern District – Idaho Division

(Territory: Granger – Huntington McCammon – Butte)

&

South-Central District – Utah Division

(Territory: Salt Lake City – McCammon)

* * * *

This Agreement is made and entered into this 17th day of April, 1972 by and between the Union Pacific Railroad Company – Northwestern and South-Central Districts (Idaho and Utah Divisions) – hereinafter called “Company” – and the Brotherhood of Locomotive Engineers (hereinafter called “BLE”) pursuant to Article VIII (Interdivisional Service*) of the National Agreement dated May 13, 1971.

***Note:** As used in this Agreement, the term “Interdivisional Service” includes interdivisional, intraseniority district, intradivisional and/or interseniority district service.

Therefore, it is mutually agreed by and between the parties hereto that

PART I

Establishment of Interdivisional Service

Section 1. In accordance with Section 1 of Article VIII (Interdivisional Service) of the National Agreement of May 13, 1971 and subject to the provisions of Section 3, Part I of this Agreement and other provisions of this Agreement, the Company may establish interdivisional service as set forth below –

OREGON DIVISION – Third Seniority District &
IDAHO DIVISION - Third Operating Subdivision *

(a) Huntington, Oregon will be eliminated as an away-from-home terminal for Third Seniority District (Oregon Division) and Idaho Division (Third Operating Subdivision*) engineers and engineers will operate between La Grande, Oregon and Nampa, Idaho.

(i) Interdivisional freight service runs established pursuant to subsection (a), Section 1 of this Part I will be manned by Third Seniority District (Oregon Division) and Idaho Division engineers on the basis of the ratio of miles that the mileage from LaGrande, Oregon to Huntington, Oregon (Oregon Division) and from Huntington, Oregon to Nampa, Idaho (Idaho Division) respectively, bear to the total miles run.

(ii) The home terminal for Third Seniority District (Oregon Division) engineers will be La Grande, Oregon and the home terminal for Idaho Division engineers will be Nampa, Idaho.

(iii) Engineers handling trains which operate in interdivisional service between La Grande, Oregon and Nampa, Idaho in either direction will be allowed 188 road miles.

***Note 1:** The designation “Third Operating subdivision” is used for purposes of identification only and is not intended to imply that such designated operating subdivision or territory is a separate seniority territory.

Note 2: The establishment of Interdivisional Service in the territory Nampa-La Grande as between engineers of the Oregon Division (Third Seniority District) and the Idaho Division (Third Operating Subdivision), shall be subject to adoption of similar agreement between the Company and the BLE Organization representing the engineers in the La Grande-Huntington territory (Third Seniority District – Oregon Division).

IDAHO DIVISION – 2nd & 3rd Operating Subdivisions

(b) Glens Ferry, Idaho will be eliminated as both an away-from-home terminal and as a home terminal and engineers will operate between Pocatello, Idaho and Nampa, Idaho.

(i) The home terminal for such runs will be Pocatello, Idaho.

(ii) Engineers handling trains which operate in interdivisional service between Pocatello, Idaho and Nampa, Idaho, in either direction will be allowed 243 road miles when operated via Kuna line and 254 road miles when operated via the Boise line.

IDAHO DIVISION

First Operating Subdivision

(c) Montpelier, Idaho will be eliminated as both an away-from-home terminal and as a home terminal and engineers will operate between Pocatello, Idaho and Green River, Wyoming.

(i) The home terminal for such runs will be Pocatello, Idaho.

(ii) Engineers handling trains which operate in interdivisional service between Pocatello, Idaho and Green River, Wyoming in either direction will be allowed 245 road miles.

IDAHO DIVISION

Fourth Operating Subdivision

(d) Lima, Montana will be eliminated as both an away-from-home terminal and as a home terminal and engineers will operate between Pocatello, Idaho and Dillon, Montana, and as hereinafter shown –

(i) The home terminal for runs operating between Pocatello, Idaho and Dillon, Montana will be Pocatello, Idaho.

(ii) The home terminal for runs** operating between Dillon, Montana and Silver Bow and/or Butte, Montana will be Dillon, Montana.

****Note:** Trains operating between Dillon, Montana and Silver Bow and/or Butte, Montana may be operated as either straightaway or turnaround runs between the points identified.

(iii) Engineers handling trains which operate in interdivisional service between Pocatello, Idaho and Dillon, Montana in either direction will be allowed 200 road miles.

(iv) Engineers handling trains which operate between Dillon, Montana and Silver Bow and/or Butte, Montana will be allowed mileage as follows –

<u>Territory</u>	<u>Basis</u>	<u>Actual Miles</u>	<u>Mileage Allowed</u>
Dillon-Silver Bow-Dillon	Turnaround	124	160
Dillon-Butte-Dillon	Turnaround	138	170
Dillon-Silver Bow	Straightaway	62	140
Dillon-Butte	Straightaway	69	140

Note: The mileage allowed under this paragraph (iv) of subsection (d), Section 1, Part I of this Agreement is in consideration of and subject to the provisions of subsection (g), Section 1, Part III of this Agreement.

Section 2. Except as otherwise provided in this Agreement, all rules, regulations, understandings and/or practices, however established, between the Company and the BLE which directly or indirectly imply that Huntington, Oregon; Glens Ferry, Idaho; Montpelier, Idaho; Lima, Montana shall be

considered as away-from-home terminals and/or home terminals, as may be the case for engineers when engaged in interdivisional service are, as of the date such interdivisional service is established, hereby terminated and shall be of no further force or effect.

Section 3. Interdivisional service as set forth in Part I, Section 1 of this Agreement may be placed into effect by the Company in any one or all of the territories specified, either on a progressive territory-by-territory basis or as one complete transaction. In either case, the Company shall give the General Chairmen of the involved BLE Organizations sixty (60) days written notice specifying the territory and/or territories where and when such interdivisional service is to be inaugurated and, in the territories so specified, the provisions of this agreement, where and when applicable, shall govern and be controlling.

Section 4. The establishment of interdivisional service, other than as specifically provided for in Section 1, Part I of this Agreement, shall be subject to the provisions of Article VIII (Interdivisional Service) of the National Agreement of May 13, 1971.

PART II

Mileage Allowances, Allocation of Crews and Equalization of Mileage

Section 1. Engineers handling trains in interdivisional service, and subject to other provisions of this Agreement, shall be allowed the road mileage as specified in subsections (a), paragraph (iii); (b) paragraph (ii); (c), paragraph (ii); (d), paragraphs (ii) and (iv); of Section 1, Part I of this Agreement, and 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 100 miles or less.

Section 2. Except as to the interdivisional service territory between La Grande, Oregon and Nampa, Idaho, there shall be no equalization of mileage or specific allocation of crews as between engineers in any of the interdivisional service territories designated below –

<u>Division</u>	<u>Territory</u>	<u>Seniority Territory</u>
Idaho	Pocatello-Glenns Ferry-Nampa	2 nd & 3 rd Operating Subdivisions (Section l(b) – Part I)
Idaho	Pocatello-Montpelier-Green River	1 st Operating Subdivision (Section 1(c) – Part I)
Idaho	Pocatello-Lima-Dillon (Dillon-Silver Bow/Butte-Dillon)	4 th Operating Subdivision (Section l (d) – Part I)

Section 3. The allocations of crews and the equalization of mileage as between engineers of the Third Seniority District (Oregon Division) and the Idaho Division (Third Operating Subdivision) shall be on the ratio basis set forth in Section l(a)(i) of Part I of this Agreement and the Director Labor Relations – System and the General Chairman will meet for the purpose of devising an acceptable formula for the allocation of crews and the equalization of mileage between the employes of each interseniority and interdivisional district.

Section 4. Non-interdivisional service (assigned, unassigned and/or extra service) shall be manned by engineers from the seniority district and/or extra board point which customarily protects such service and there shall be no allocation of or adjustment of mileage as between engineers and no provision of this

agreement, except as may be otherwise specified herein, shall apply to engineers in such non-interdivisional service.

PART III

Rule Changes and Modifications

Section 1. On the actual date interdivisional service is established pursuant to the written notice and procedures initiated by the Company upon the BLE General Chairman in accordance with Section 3, Part I of this Agreement the following changes and/or modifications to existing rules, to the extent indicated, shall be made effective and shall be applicable only to those engineers actually engaged in and handling trains in interdivisional service in the territories and under the terms and conditions specified in this agreement, i.e., --

OREGON & IDAHO DIVISIONS

<u>Territory</u>	<u>Seniority District</u>	<u>Operating Subdivision</u>
La Grande-Nampa-La Grande	Third-Oregon	3 rd -Idaho

IDAHO DIVISION

Pocatello-Nampa-Pocatello		2 nd -Idaho
Pocatello-Green River-Pocatello		1 st -Idaho
Pocatello-Dillon-Pocatello		4 th -Idaho
Dillon-Silver Bow/Butte-Dillon		4 th -Idaho

(a) Initial Terminal Delay – Freight Service

<u>Provision</u>	<u>Division</u>	<u>Subject</u>	<u>Schedule Identification</u>
Rule 30	Idaho Utah	Initial Terminal Delay Freight Service	BLE Schedule Agreement of April 1, 1956

i) The first paragraph only of each of the agreement provision identified above is amended to read as follows:

“Initial terminal delay shall be paid on a minute basis to engineers engaged in interdivisional freight service for all time in excess of thirty (30) minutes computed 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 service performed, or the class of engine used, in addition to the actual road mileage of the trip, with the understanding that the actual time consumed in the performance of service for which an arbitrary allowance of any kind is paid in the initial terminal shall be deducted from the initial terminal delay time accruing under this rule.

“Note: The phrase ‘train leaves the terminal’ means when the train actually starts on its road trip from the yard track where the train is first made up.”

(b) Overtime – Interdivisional Freight Service:

<u>Provision</u>	<u>Division</u>	<u>Subject</u>	<u>Identification</u>
Rule 29	Idaho Utah	Overtime	BLE Schedule Agreement April 1, 1956

i) The agreement provision identified under Subsection (b), Section 1 of Part III of this Agreement (see above) is modified to the extent that the following shall be added as a subparagraph hereof:

“On interdivisional freight service runs only, overtime shall begin when the time on duty exceeds the miles run divided by 20 or, in any case, when engineers are on duty in excess of 10 hours, overtime shall be paid for on the minute basis at 3/16ths of the daily rate per hour.

“Example: Crew operates from X to Y, a distance of 180 miles, on duty 12 hours, engineer will be paid under this rule not less than 180 miles plus 3 hours overtime at the hourly rate of 3/16ths of the daily rate.”

(c) Eating – Interdivisional Freight Service:

<u>Provision</u>	<u>Division</u>	<u>Subject</u>	<u>Identification</u>
Rule 121	Idaho Utah	Meals	BLE Schedule Agreement April 1, 1956

(i) The agreement provision identified above under this Subsection (c) of Section 1, Part II of this Agreement are modified to the extent that the following shall be added as a section thereof –

“In order to expedite the movement of interdivisional runs, established pursuant to the terms of this agreement, engineers on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews (engineers) on runs of more than 100 miles, the Company shall determine the conditions under which such crews may stop to eat. When crews (engineers) 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.”

(d) Held-Away-From-Home Terminal – (Extra, Pool and Unassigned Freight Service):

The held-away-from-home terminal rules as presently contained in the respective BLE Agreements shall govern and shall apply to engineers engaged in the handling of trains in interdivisional service.

(e) Expenses Away From Home:

<u>Agmt Prvn</u>	<u>Division</u>	<u>Subject</u>	<u>Identification</u>
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Art II Sec 1	Idaho	Expenses Away From Home (Lodging)	National Agreement – June 25, 1964 (BLE)
Art II Sec 2	Idaho & Utah	Expenses Away From Home (Meals)	National Agreement – June 25, 1964 (BLE)

(i) The agreement provisions identified above shall be modified to include the following–

“(a) When engineers engaged in the handling of interdivisional freight service under the terms of this agreement are required to report for duty or are 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 engineers.

“Note: Suitable transportation includes company owned or provided passenger carrying vehicles or taxis, but shall exclude other forms of public transportation.

“(b) Suitable lodging, in accordance with the provisions of Section 1 of Article II of the National Agreement of June 25, 1964, as amended by Article VII, Section 1 of the National Agreement of May 13, 1971, will be provided by the Company for employes actually engaged in the handling of interdivisional service established pursuant to this Agreement and such lodging facilities shall be in conformance with the suitable lodging agreements made to give effect to Section 1, Article II of the June 25, 1964 Agreement.

“Note: Engineers entitled to suitable lodging pursuant to Subsection (b) hereof and Section 1, Article II of the National Agreement of June 25, 1964, as amended by Section 1 of Article VII of the National Agreement of May 13, 1971, will be provided with suitable transportation where the lodging facilities are in excess of ¾ mile from the point for employes to go on and off duty. Employes may be required to use such transportation facilities as a unit and which transportation facilities may include taxis, carrier owned or provided passenger carrying motor vehicles and/or public transportation if reasonable schedules are available.

(Section 2 of Article II of the National Agreement of June 25, 1964)

“(c) Engineers actually engaged in the handling of interdivisional service pursuant to the terms of this Agreement will be allowed \$2.00 meal allowance after 4 hours at the designated away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.

(f) Point of Layoff:

i) Engineers notwithstanding any rules, practices, regulations and/or understandings to the contrary, however established, when handling trains in interdivisional service must, except in case of sickness, personal injury or similar emergency factors, lay off and report for duty at the home terminal of the interdivisional service as established by this Agreement.

(g) Guarantee: Dillon-Silver Bow/Butte-Dillon Service.

i) Engineers handling trains in either straightaway or turnaround service between Dillon, Montana, Silver Bow and/or Butte, Montana shall be guaranteed the mileage as set forth under Section 1,

subsection (e), paragraph (iv) of Part I of this agreement, whether such engineers are in assigned or unassigned (pool) freight service, subject to the provisions of paragraph (ii) hereof.

ii) Where, in the application and administration of subsection (g), Section I of Part III of this Agreement, the earnings and mileage paid under the basic day, mileage, overtime and all other rules of the controlling agreements, including any and all special allowances, do not equal or produce the mileage guarantees as set forth under Section 1, subsection (e), paragraph (iv) of Part I of this Agreement, engineers shall be guaranteed not less than the mileage set forth below for each day service is performed in either unassigned and/or assigned service:

<u>Service</u>	<u>Type</u>	<u>Guarantee</u>
Dillon-Silver Bow-Dillon	Turnaround	160
Dillon-Butte-Dillon	Turnaround	170
Dillon-Silver Bow & vice versa	Straightaway	140
Dillon-Butte & vice versa	Straightaway	142

iii) In consideration of the guarantee as provided herein, the following identified rules are – on the date interdivisional service is actually established in the Pocatello-Lima-Dillon territory – terminated and eliminated in their entirety and on and after such date shall be of no further force or effect:

<u>Rule</u>	<u>Heading</u>	<u>Identification</u>
41) Terminal Switching-Lima or Silver Bow		BLE Schedule
42) Interchange Work – Silver Bow		Agreement Apr. 1, 1956

Section 2. (a) Engineers handling trains in interdivisional service between LaGrande, Oregon and Nampa, Idaho and which operations involve both interseniority district and interdivisional district service are governed by separate schedule agreements as between Idaho Division and Oregon Division engineers; therefore, except as specifically provided in this agreement, the provisions of the effective Idaho Division Schedule Agreements shall apply to Idaho Division engineers when handling trains in interdivisional service from Nampa, Idaho to LaGrande, Oregon (westward) and from LaGrande, Oregon to Nampa, Idaho (eastward).

Conversely, the provisions of the effective Oregon Division Schedule Agreements shall, except as specifically provided in this Agreement, apply to Oregon Division engineers when handling trains in interdivisional service from LaGrande, Oregon to Nampa, Idaho (eastward) and from Nampa, Idaho to LaGrande, Oregon (westward).

(b) Should a vacancy occur in the LaGrande-Nampa-LaGrande interdivisional service at the away-from-home terminal because of sickness, personal injury and similar emergency factors, the vacancy will be manned by engineers from the extra boards protecting such service and where the vacancy occurs. Extra engineers so used will be deadheaded to the protecting extra board upon completion of the service trip.

PART IV

Extra Work – Extra Boards – Manning

Section 1. All rules, regulations, practices and understanding however established, which by their context – either directly or indirectly – in any or all of the effective schedule agreements (Idaho and/or Oregon Division) that imply or require the use of pool freight engineers for unassigned short turnaround

service, turnaround freight service, irregular branch line service and other types of unclassified services, including unassigned work train service, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal in a single trip or tour of duty are terminated and shall be of no further force or effect on and after the date interdivisional service is established in any interdivisional territory specified in Part I of this Agreement and on and after such effective date the following regulations and provisions of agreement shall govern –

(a) Unassigned short turnaround service, irregular branch line service, turnaround service, unassigned branch line service, unassigned work train service, short straightaway service, and other unclassified services, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal on the trip or tour of duty shall be manned by engineers from the protecting extra boards at the point where the service originates.

NOTE: The above rule and regulations do not apply to the engineers handling service between Dillon-Silver Bow (Butte)-Dillon, whether in straightaway and/or turnaround service.

Example 1. If a train is to be operated from Nampa, Idaho to Huntington, Oregon and return, extra engineers from the Nampa extra board – if the service originated at Nampa – shall be used for such turnaround and/or short straightaway service.

Example 2. If a train is to be operated from Nampa to Huntington in straightaway service and return from Huntington to Nampa in straightaway service, extra engineers from the Nampa extra board – if the service originates at Nampa- shall be used for such straightaway trips.

(b) Engineers used in accordance with subsection (a) of Section 1 of this Part IV may be tied up at any point where eating and sleeping accommodations are available and the tie-up time deducted, except that the time of engineers engaged in the services listed and under the conditions prescribed will begin at the expiration of 8 hours from the time tied up (10 hours in the case of employees who have been on duty the maximum hours as prescribed in the Hours of Service Act, as amended) and such engineers will receive minimum of 100 miles for each day's work or tour of duty between tie-ups at the applicable rates of pay. Terminal rules will not apply at tie-up points, except that terminal rules as presently constituted in the effective and respective schedule agreements shall apply to engineers if tied up at main line district terminals which formerly existed prior to the establishment and inauguration of interdivisional freight service under this agreement, specifically, Huntington, Glens Ferry, Montpelier and Lima.

Section 2. Effective upon the date that interdivisional service is inaugurated and established between Pocatello, Idaho and Nampa, Idaho, the following regulations shall govern –

The Nampa extra boards will protect all branch line service west and east of Nampa up to and including Glens Ferry and such extra boards shall also protect all unassigned turnaround service, straightaway service, unassigned branch line service and relief service within territories and within the limits of Glens Ferry and Nampa, Idaho and Nampa, Idaho and Huntington, Oregon.

PART V

Employe Protection and Coverage

Every engineer adversely affected either directly or indirectly as a result of the application of this rule 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 subsequent general wage increases.

Any engineer required to change his/her residence 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 engineer is changed is not more than 30 miles from his/her former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and engineer under such agreements, in lieu of the benefits provided in Part V of this Agreement.

PART VI

Implementing Procedure

Section 1. Notices referred to in Section 3, Part I of this Agreement may be served by the Company on or after 12:01 AM, May 1, 1972.

Section 2. When notices are served pursuant to Section 3, Part I of this Agreement to establish interdivisional service over any one or all of the territories specified in Section 1, Part I of this Agreement, such notices shall be served simultaneously upon the General Chairman of each of the BLE Organizations representing the engineers in the seniority territory or operating subdivision involved, if such notices cover territories under the jurisdiction of more than one General Chairman (LaGrande – Nampa territory).

Section 3. When notices are served pursuant to Section 3, Part I of this Agreement and in the manner prescribed in Section 2 of Part VI of this Agreement on a seniority territory or division having interseniority district and interdivisional employees and where two home terminals will be involved (LaGrande – Nampa territory) the parties will meet within ten (10) days of the date of such notices to establish procedures for handling the engineers, both as to the equalization of mileage, allocation of engineers and methods for handling trains operating in such interdivisional service. Unless otherwise agreed to by the effective date that such interdivisional service is to be established as specified in the notice, the following procedures will apply --

(a) A separate interdivisional pool of engineers will be established and maintained at each home terminal (LaGrande – Oregon Division and Nampa – Idaho Division).

(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 and any imbalance in mileage as between

such interdivisional pools will be adjusted in accordance with paragraph (c) of this Section 3 (Part VI).

(c) At the end of each 30-day period the mileage of the respective interdivisional pools will be adjusted on the basis of equalizing the mileage and crews in accordance with any formula devised by the parties pursuant to Section 3, Part II of this Agreement.

Section 4. When notices are served pursuant to Section 3, Part I of this Agreement to establish interdivisional service on a seniority district or operating subdivision or subdivisions which will have but one home terminal, single interdivisional pools will be established and maintained at the home terminal and engineers will operate on a first-in first-out basis from such interdivisional pools.

PART VII

Effect and purpose

Section 1. Nothing contained in this agreement, except as specifically provided herein, shall be construed or interpreted as modifying, changing or amending any of the terms and provisions of the Schedule Agreement of April 1, 1956 between the Company and the BLE.

Section 2. This Agreement shall become effective May 1, 1972 and will remain in full force and effect until changed, amended or modified in accordance with the Railway Labor Act, as amended.

Dated at Pocatello, Idaho this 17th day of April, 1972.

**BROTHERHOOD OF LOCOMOTIVE:
ENGINEERS**

**UNION PACIFIC RAILROAD
COMPANY:**

s/ W. B. Gaskins
General Chairman

s/ N. B. Beckley
Director Labor Relations – System

s/ A. Lott
Director Labor Relations – S C D

PART B – UP NORTHWESTERN DISTRICT – OREGON DIVISION (FORMER OREGON)

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

INTERDIVISIONAL SERVICE
Northwestern District – Oregon, Division

This Agreement is made and entered into this 11th day of November, 1972 by and between the Union Pacific Railroad Company Northwestern District (Oregon Division) - hereinafter called "Company" – and the Brotherhood of Locomotive Engineers (hereinafter called "BLE") pursuant to Article VIII (Interdivisional Service") of the National Agreement dated May 13, 1971.

** Note: As used in this Agreement, the term "Interdivisional Service" includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.*

Therefore it is mutually agreed by and between the parties hereto that . . .

PART I
Establishment of Interdivisional Service

Section 1. In accordance with Section 1 of Article VIII , (Interdivisional Service) of the National Agreement of May 13, 1971 and subject to the provisions of Section 3, Part I of this Agreement and other provisions of this Agreement, the Company may establish interdivisional service as set forth below –

OREGON DIVISION - Second Seniority District (Portland -Hinkle)

(a) The Dalles, Oregon will be eliminated as both an away-from-home terminal and as a home terminal and engineers on the Second Seniority District will operate between Portland (Albina), Oregon and Hinkle, Oregon.

- i)** The home terminal for such interdivisional freight service runs will be Portland (Albina), Oregon.
- ii)** Engineers handling trains which operate in interdivisional service between Portland (Albina), Oregon and Hinkle, Oregon in either direction will be allowed 215 road miles, regardless of the route traversed, i .e., either via the Graham and/or the Kenton lines.

OREGON DIVISION - Third Seniority District,
&
IDAHO DIVISION - Third Operating Subdivision *

(b) Huntington, Oregon will be eliminated as an away-from-home terminal for Third Seniority District (Oregon Division) and Idaho Division (Third Operating Subdivision*) engineers and engineers will operate between LaGrande, Oregon and Nampa, Idaho.

- i) Interdivisional freight service runs established pursuant to Subsection (b), Section 1 of this Part I will be manned by Third Seniority District (Oregon Division) and Idaho Division engineers on the basis of the ratio of the miles that the mileage from LaGrande, Oregon to Huntington, Oregon (Oregon Division) and from Huntington, Oregon to Nampa, Idaho (Idaho Division), respectively, bear to the total miles run.
- ii) The home terminal for Third Seniority District (Oregon Division) engineers will be LaGrande, Oregon and the home terminal for Idaho Division engineers will be Nampa, Idaho.
- iii) Engineers handling trains which operate in interdivisional service between LaGrande, Oregon and Nampa, Idaho in either direction will be allowed 188 road miles.

** Note 1. The designation "Third Operating Subdivision" is used for purposes of identification only and is not intended to imply that such designated operating subdivision or territory is a separate seniority territory.*

Note 2: The establishment of interdivisional service in the territory Nampa-La Grande as between engineers of the Oregon Division (Third Seniority District) and the Idaho Division (Third Operating Subdivision), shall be subject to adoption of similar agreement between the Company and the BLE Organization representing the engineers in the LaGrande-Huntington territory {Third Seniority District - Oregon Division}.

Section 2. Except as otherwise provided in this Agreement, all rules, regulations, understandings and/or practices, however established, between the Company and the BLE which directly or indirectly imply that The Dalles, Oregon; Huntington, Oregon shall be considered as away-from-home terminals and/or home terminals, as may be the case, for engineers when engaged in interdivisional service are, as of the date such interdivisional service is established, hereby terminated and shall be of no further force or effect.

Section 3. Interdivisional service as set forth in Part I, Section 1 of this Agreement may be placed into effect by the Company in any one or all of the territories specified, either on a progressive territory-by-territory basis or as one complete transaction. In either case, the Company shall give the General Chairman of the involved BLE Organization sixty (60) days written notice specifying the territory and/or territories where and when such interdivisional service is to be inaugurated and, in the territories so specified, the provisions of this agreement, where and when applicable, shall govern and be controlling.

Section 4. The establishment of additional interdivisional service, except as specifically provided in Section 1, Part I of this Agreement, shall be subject to the provisions of Article VIII (Interdivisional Service) of the National Agreement of May 13, 1971.

PART II
Mileage Allowances, Allocation of Crews and Equalization of Mileage

Section 1. Engineers handling trains in interdivisional service, and subject to other provisions of this Agreement, shall be allowed the road mileage as specified in subsections (a), paragraph ii) and (b), paragraph iii) of Section 1, Part I of this Agreement, and 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 100 miles or less.

Section 2. Except as to the interdivisional service territory between LaGrande, Oregon and Nampa, Idaho, there shall be no equalization of mileage or specific allocation of crews as between engineers in any of the interdivisional service territories designated below --

<u>Divn</u>	<u>Territory</u>	<u>Seniority Territory</u>
Oregon	Albina - The Dalles – Hinkle	Second Seniority District (Section 1(a) - Part I)

Section 3. The allocations of crews and the equalization of mileage as between engineers of the Third Seniority District (Oregon Division) and the Idaho Division (Third Operating Subdivision) shall be on the ratio basis set forth in Section 1(b)1) of Part I of this Agreement and the Director Labor Relations and the General Chairman will meet for the purpose of devising an acceptable formula for the allocation of crews and the equalization of mileage between the employes of each interseniority and interdivisional district.

Section 4. Non-interdivisional service (assigned, unassigned and/or extra service) shall be manned by engineers from the seniority district and/or extra board point which customarily protects such service and there shall be no allocation of or adjustment of mileage as between engineers and no provision of this agreement, except as may be otherwise specified herein, shall apply to engineers in such non-interdivisional service.

PART III
Rule Changes and Modifications

Section 1. On the actual date interdivisional service is established pursuant to the written notice and procedures initiated by the Company upon the BLE General Chairman in accordance with Section 3, Part I of this Agreement the following changes and/or modifications to existing rules, to the extent indicated, shall be made effective and shall be applicable only to those engineers actually engaged in and handling trains in interdivisional service in the territories and under the terms and conditions specified in this agreement, i. e. --

OREGON DIVISION

<u>Territory</u>	<u>Sen. District</u>	<u>Opg Subdvn</u>
Portland (Albina)-Hinkle-Portland	Second –Oregon	

OREGON & IDAHO DIVISIONS

LaGrande – Nampa –LaGrande

Third – Oregon

3rd - Idaho

(a) Initial Terminal Delay - Freight Service

<u>Provsn</u>	<u>Divn</u>	<u>Subject</u>	<u>Identification</u>
Rule 24	Oregon	Initial Terminal Delay Freight Service	BLE Schedule Agreement of August 1, 1970

i) The first paragraph only of each of the agreement provisions identified above is amended to read as follows:

"Initial terminal delay shall be paid on a minute basis to engineers engaged in interdivisional freight service for all time in excess of thirty (30) minutes computed 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 service performed, or the class of engine used, in addition to the actual road mileage of the trip, with the understanding that the actual time consumed in the performance of service for which an arbitrary allowance of any kind in the initial terminal is paid shall be deducted from the initial terminal delay time accruing under this rule.

Note: The phrase train leaves the terminal means when the train actually starts on its road trip from the yard track where the train is first made up."

(b) Overtime - Interdivisional Freight Service:

<u>Provsn</u>	<u>Divn</u>	<u>Subject</u>	<u>Identification</u>
Rule 17	Oregon	Overtime Basis – Freight	BLE Schedule Agreement – August 1, 1970

i) The agreement provision identified under subsection (b), Section 1 of Part III of this Agreement (see above) is modified to the extent that the following shall be added as a subparagraph thereof:

"On interdivisional freight service run only, overtime shall begin when the time on duty exceeds the miles run divided by 20 or, in any case, when engineers are on duty in excess of 10 hours, overtime shall be paid for on the minute basis at 3/16ths of the daily rate per hour.

"Example: Crew operates from X to Y, a distance of 180 miles, on duty 12 hours, engineer will be paid under this rule not less than 180 miles plus 3 hours overtime at the hourly rate of 3/16ths of the daily rate."

"Note: In the application of paragraph (b) i) of Section 1 of this Part III, engineers in interdivisional freight service tied up at a point en route after having run less than 160

miles, overtime shall commence at the expiration of 8 hours calculated from the time required to report for duty until released from duty.”

(c) Eating – Interdivisional Freight Service:

<u>Provsn</u>	<u>Divn</u>	<u>Subject</u>	<u>Identification</u>
Sec (b) Rule 102	Oregon	Meals	BLE Schedule agreement – August 1, 1970

i) The agreement provision identified above under this subsection (c) of Section 1, Part II of this Agreement is modified to the extent that the following shall be added as a section thereof --

“In order to expedite the movement of interdivisional runs, established pursuant to the terms of this agreement, for crews (engineers) on interdivisional runs of more than 100 miles, the Company shall determine the conditions under which such crews may stop to eat and when engineers on runs of more than 100 miles are not permitted to stop to eat, such engineers shall be paid an allowance of \$1.50 for the trip.”

(d) Held-Away-From-Home Terminal – (Extra, Pool and Unassigned Freight Service):

i) Rule 94(a) as contained in the schedule agreement of August 1, 1970 is amended for application to engineers when actually engaged in interdivisional freight service as follows-

“Engineers in pool and unassigned interdivisional freight service only held at other than home terminal will be paid continuous time for all time held after the expiration of sixteen (16) hours from time relieved from previous duty at 1/8th of the regular rate applicable to - engineers for the last service performed.”

(e) Expenses Away From Home:

<u>Agmt Provsn</u>	<u>Divn</u>	<u>Subject</u>	<u>Identification</u>
Art II Sec 1	Oregon	Expenses Away From Home (Lodging)	National Agreement – June 25, 1964 (BLE)
Art II Sec 2	Oregon	Expenses Away From Home (Meals)	National Agreement – June 25, 1964 (BLE)

i) The agreement provisions identified above shall be modified to include the following --

“(a) When engineers engaged in the handling of interdivisional freight service under the terms of this agreement are required to report for duty or are 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 engineers.

"Note: Suitable transportation includes company owned or provided passenger carrying vehicles or taxis, but shall exclude other forms of public transportation.

“(b) Suitable lodging, in accordance with the provisions of Section 1 of Article II of the National Agreement of June 25, 1964, as amended by Article VII, Section 1 of the National

Agreement of May 13, 1971, will be provided by the Company for employes actually engaged in the handling of interdivisional service established pursuant to this Agreement and such lodging facilities shall be in conformance with the suitable lodging agreements made to give effect to Section 1, Article II of the June 25, 1964 Agreement.

Note: Engineers entitled to suitable lodging pursuant to subsection (b) hereof and Section 1, Article II of the National Agreement of June 25, 1964, as amended by Section 1 of Article VII of the National Agreement of May 13, 1971, will be provided with suitable transportation where the lodging facilities are in excess of three-fourths (3/4) mile from the point for employes to go on and off duty. Employees may be required to use such transportation facilities as a unit and which transportation facilities may include taxis, carrier owned or provided passenger carrying motor vehicles and/or public transportation if reasonable schedules are available.

(Section 2 of Article II of the National Agreement of June 25, 1964).

"(c) Engineers actually engaged in the handling of interdivisional service pursuant to the terms of this Agreement will be allowed \$2.00 meal allowance after 4 hours at the designated away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours."

(f) Point of Layoff:

i) Engineers notwithstanding any rules, practices, regulations and/or understandings to the contrary, however established, when handling trains in interdivisional service must, except in case of sickness, personal injury or similar emergency factors, layoff and report for duty at the home terminal of the interdivisional service as established by this Agreement.

(g) Called and Not Used:

<u>Provision</u>	<u>Divn</u>	<u>Subject</u>	<u>Identification</u>
Rule 100	Oregon	Called and Not Used	BLE Schedule Agreement – August 1, 1970

i) The agreement provision identified under subsection (g) is modified to the extent that the following shall be added as a note thereto:

Note: In interdivisional freight service only engineers held on duty over 4 hours shall be allowed 100 miles and stand first out.

Section 2. (a) Engineers handling trains in interdivisional service between LaGrande, Oregon and Nampa, Idaho and which operations involve both interseniority district and interdivisional district service are governed by separate schedule agreements as between Idaho Division and Oregon Division engineers; therefore, except as specifically provided in this agreement the provisions of the effective Idaho Division Schedule Agreements shall apply to Idaho Division engineers when handling trains in interdivisional service from Nampa, Idaho to LaGrande, Oregon (westward) and from LaGrande, Oregon to Nampa, Idaho (eastward).

Conversely, the provisions of the effective Oregon Division Schedule Agreements shall, except as specifically provided in this Agreement, apply to Oregon Division engineers when handling trains in interdivisional service from LaGrande, Oregon to Nampa, Idaho (eastward) and from Nampa, Idaho to LaGrande, Oregon (westward).

(b) Should a vacancy occur in the LaGrande-Nampa-LaGrande interdivisional service at the away-from-home terminal because of sickness, personal injury and similar emergency factors, the vacancy will be manned by engineers from the extra boards protecting such service and where the vacancy occurs. Extra engineers so used will be deadheaded to the protecting extra board upon completion of the service trip.

PART IV **Extra Work - Extra Boards - Manning**

Section 1. All rules, regulations, practices and understandings, however established, which by their context - either directly or indirectly - in any of all of the effective schedule agreements (Idaho and/or Oregon Division) that imply or require the use of pool freight engineers for unassigned short turnaround service, turnaround freight services, including unassigned relief (dog-catching) and work train service, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal in a single trip or tour of duty are terminated and shall be of no further force or effect on and after the date interdivisional service is established in any interdivisional territory specified in Part I of this Agreement and on and after such effective date the following regulations and provisions of agreement shall govern --

(a) Unassigned short turnaround service, irregular branch line service, turnaround service, unassigned branch line service, unassigned work train service, short straightaway service, and other unclassified services, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal on the trip or tour of duty shall be manned by engineers from the protecting extra boards at the point where the service originates.

Example 1. If a train is to be operated from LaGrande, Oregon to Huntington, Oregon and return, extra engineers from the LaGrande extra board - if the service originated at La Grande - shall be used for such turnaround and/or short straightaway service.

Example 2. If a train is to be operated from Albina to The Dalles in straightaway service and return from The Dalles to Albina in straightaway service, extra engineers from the Albina extra board - if the service originates at Albina - shall be used for such straightaway trips.

(b) Engineers used in accordance with subsection (a) of Section 1 of this Part IV may be tied up at any point where eating and sleeping accommodations are available and the tie-up time deducted, except that the time of engineers engaged in the services listed and under the conditions prescribed will begin at the expiration of 8 hours from the time tied up (10 hours in the case of employees who have been on duty the maximum hours as prescribed in the Hours of Service Act, as amended) and such engineers will receive minimum of 100 miles for each day's work or tour of duty between tie ups at the applicable rates of pay. Terminal rules will not apply at tie-up points, except that terminal rules as presently constituted in the effective and respective schedule agreements shall apply to engineers if tied up at main line district terminals which formerly existed prior to

the establishment and inauguration of interdivisional freight service under this agreement, specifically, The Dalles and Huntington.

PART V
Employe Protection and Coverage

Section 1. Except as provided in Sections 2, 3 and 4 of this Part V, the terms and provisions of Section 5 of Article VIII of the May 13, 1971 National Agreement shall apply where, when and if applicable to engineers adversely affected directly or indirectly by the implementation of Article VIII - Interdivisional Service - and the implementation of this Interdivisional Service Agreement.

Section 2. Engineers other than those engineers covered by Section 4 of this Agreement who elect and are thereby required to change their place of residence because of the implementation of this Article VIII shall be allowed a lump sum of \$1000.00 in lieu of both the maximum of five (5) working days' pay and the \$400.00 transfer allowance provided for in Section 5 of Article VIII.

Section 3. Engineers other than engineers covered by Section 4 of this Agreement, who elect to and are thereby required to change their place of residence and who are also a "home owner" as those words are hereinafter defined and who qualify for the \$1000.00 lump sum payment provided for in Section 2 of this Part V, shall also be allowed a further lump sum payment of \$1000.00 as a special allowance because of moving to a possible higher cost real estate area.

Section 4. Any engineer covered by the terms of Section 1, Part V of this Agreement who owns his/her home and who is a "home owner" as those words are hereinafter defined, may elect to retain his/her home and, in lieu of any and all other benefits as set forth in Sections 1, 2 and 3 of Part V of this Agreement, Section 11 of the Washington Agreement of May, 1936 and Section 5 of Article VIII of the Agreement of May 13, 1971, the following provisions shall govern --

(a) Any engineer who is a qualified "home owner" as of the date of this agreement at any home terminal to be eliminated pursuant to Section 1, Part I of this Agreement, specifically, The Dalles, Oregon, and who elects to retain his/her home under Section 4 of Part V of this Agreement will be paid:

1) Twenty-five percent (25%) of the fair market value of his/her home. In each case the fair market value shall be determined as of the date written notices are served by the Company upon the General Chairmen pursuant to Section 3 of Part I of this Agreement.

2) For each year (12 calendar months) in excess of ten years an engineer has occupied his/her home, such engineer will be allowed an additional 1% per year of the fair market value of his/her home, but not to exceed the number of years of continuous service with the Company and not to exceed an additional twenty-five percent (25%).

3) The engineer electing this option under Section 4 of Part 4 of Part V of this Agreement will be permitted to retain title to his/her home and will retain and assume all responsibility for any and all indebtedness, if any, outstanding against his/her home. The Company shall assume no liability whatever in connection therewith.

Note 1: The term "home" as used in any section of Part V of this Agreement means the single primary residence of the engineer and which is used for residential purposes only.

Note 2: The term “home owner” as used in any section of Part V of this Agreement means either an employe who owns his/her home; or is and was under contract to purchase a home under a land contract ninety days prior to the date of this Agreement and who, in the application of this Agreement would have been required to change his/her place of residence within the meaning of Section 5 of Article VIII of the National Agreement of May 13, 1971.

Note 3: If an engineer purchases a different home after the effective date of this agreement, he/she shall, for the purposes of applying Section 4 of Part V of this Agreement, be deemed as being the “home owner” of the home which he/she owned or was purchasing as of the date of this Agreement.

Section 5. Any engineer whose home terminal is changed as a result of the application of this Agreement and who does not elect the options provided for in Section 4 of this Agreement and who does not immediately change his/her place of residence, will be allowed \$5.00 per day as expenses until such engineer has changed his/her place of residence, such allowance shall not exceed \$150.00 per month and shall be limited to a period of not to exceed 60 days (two months) from the date that interdivisional service is actually established and inaugurated pursuant to notices served under Section 3, Part I of this Agreement..

Note 1: The allowance as provided for herein shall immediately cease after the engineer has changed to his/her new place of residence, pursuant to the other terms of Sections 1 , 2 and 3 of this Agreement and such allowance shall be in lieu of any other expenses incurred during the period so specified herein, i. e., not to exceed 60 days.

PART VI **Implementing Procedure**

Section 1. Notices referred to in Section 3, Part I of this Agreement may be served by the Company on or after December 1, 1972.

Section 2. When notices are served pursuant to Section 3, Part I of this Agreement to establish interdivisional service over any one or all of the territories specified in Section 1, Part I of this Agreement, such notices shall be served simultaneously upon the General Chairman of each of the BLE Organizations representing the employes in the seniority territory or operating subdivision involved, if such notices cover territories under the jurisdiction of more than one General Chairman (LaGrande - Nampa territory).

Section 3. When notices are served pursuant to Section 3, Part I of this Agreement and in the manner prescribed in Section 2 of Part VI of this Agreement on a seniority territory or division having interseniority district and interdivisional employes and where two home terminals will be involved (La Grande - Nampa territory) the parties will meet within ten (10) days of the date of such notices to establish procedures for handling engineers, both as to the equalization of mileage allocation of engineers and methods for handling trains operating in such interdivisional service. Unless otherwise agreed to by the effective date that such interdivisional service is to be established as specified in the notice, the following procedures will apply --

(a) A separate interdivisional pool of engineers will be established and maintained at each home terminal (LaGrande, Oregon Division and Nampa, Idaho Division).

(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 and any imbalance in mileage as between such interdivisional pools will be adjusted in accordance with paragraph (c) of this Section 3 (Part VI).

(c) At the end of each 30-day period the mileage of the respective interdivisional pools will be adjusted on the basis of equalizing the mileage and crews in accordance with any formula devised by the parties pursuant to Section 3, Part II of this Agreement.

Section 4. When notices are served pursuant to Section 3, Part I of this Agreement to establish interdivisional service on a seniority district or operating subdivision or subdivisions which will have but one home terminal, single interdivisional pools will be established and maintained at the home terminal and engineers will operate on a first-in first-out basis from such interdivisional pools.

PART VII
Effect and Purpose

Section 1. Nothing contained in this Agreement, except as specifically provided herein, shall be construed or interpreted as modifying, changing or amending any of the terms and provisions of the Schedule Agreement of August 1, 1970 between the Company and the BLE.

Section 2. This Agreement shall become effective November 11, 1972 and will remain in full force and effect until changed, amended or modified in accordance with the Railway Labor Act, as amended.

Dated at Portland, Oregon this 11th day of November, 1972.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Interdivisional Service – Supplemental Understandings

Section 1. Section 1 of Part II of the Interdivisional Service Agreement, dated November 11, 1972, reads in part as follows --

“...and all miles run over one hundred (100) shall be paid for at the mileage rate established by basic rate of pay for the first 100 miles or less.”

(See also Section 1(b) of Article VIII (Interdivisional Service) of the National Agreement of May 13, 1971)..

In the application and interpretation of Section 1 of Part II of the Interdivisional Service Agreement, dated November 11, 1972, the basic rate of pay shall apply for all miles run and paid for; provided, however, that the parties shall be governed and controlled by any agreements and understandings which may flow from national handling of issues, including those before the Standing Committee (Article XII of the National Agreement of May 13, 1971) as such issues relate to:

- a) Basis of pay - road service
- b) Graduated rates - road and yard service
- c) Arbitraries - road and yard service
- d) Mileage rates for miles over 100.

Section 2. The establishment of interdivisional service as between engineers of the Third Seniority District – Oregon Division and engineers of the Third Operating Subdivision Idaho Division, as set forth under subsection (b), Section 1 of Part I of the Interdivisional Service Agreement, dated November 11, 1972, shall be subject to and contingent upon the adoption of a similar agreement between the Company, and the BLE representing engineers for the Third Operating Subdivision between Glens Ferry, Idaho, Nampa, Idaho and Huntington, Oregon and vice versa.

Section 3. In the application and administration of Section C(i) (Eating - Interdivisional Freight Service) of Part III (Rule Changes and Modifications) of the Interdivisional Service Agreement, dated Nov. 11, 1972, and, in order to expedite the movement of interdivisional runs of more than one hundred (100) miles, a Superintendent's circular will be issued to the effect that engineers on interdivisional runs established pursuant to the terms of the Interdivisional Service Agreement (Part I), dated November 11, 1972, shall operate from interdivisional terminal to interdivisional terminal without stopping for the purpose of eating.

Section 4. The road mileage figures as set forth in Section 1, Part I of the Agreement dated November 11, 1972 apply only to engineers who have established seniority as such as of November 11, 1972; thereafter, engineers operating runs in Interdivisional Service under the Agreement dated 11, 1972, shall be paid only the actual road mileage to be calculated from the point where initial terminal time ends (designated departure point) and the point where final terminal time begins (designated arrival point), i.e., the designated main track switch connecting with the yard track at the final interdivisional terminal. Such actual road mileage figures to be determined and made a part of this Understanding and Section 1, Part I of the Interdivisional Service Agreement.

Section 5. Engineers deadheading to or from established interdivisional service terminals shall, if such deadhead trips are compensable, be allowed the same mileage for such deadhead trip as the mileage set forth in Section 1, subsections (a) (ii) and (b) (iii), Part I, of the Interdivisional Service Agreement dated Nov. 11, 1972; provided further, however, that the terms and provisions of Section 4 of this Agreement as set out above shall apply to engineers employed on and after November 11, 1972 and such engineers shall be allowed only the actual road mileage deadheading on Company business from the interdivisional terminal to another interdivisional terminal.

Section 6. In the application of paragraph (a) (i) of Section 1, Part III - Initial Terminal Delay - it is understood that initial terminal time, under the governing rule, as amended, for engineers engaged in interdivisional freight service only, shall be paid until the train actually starts on its road trip from the yard track where first made up; provided further, however, that if the train does not actually depart from the yard track where first made up and is stopped and is held in the same yard track for reasons other than lining the switch for the continuous outbound movement, initial terminal delay shall continue to be paid until the train again actually starts on its road trip from the yard track where the train was first made up.

Section 7. The terms and provisions of this Agreement and the supplemental understandings as herein set forth shall apply only after interdivisional service is actually instituted in a particular territory or territories pursuant to notices served in accordance with Section 3, Part I of the Interdivisional Service Agreement dated November 11, 1972.

Dated at Portland, Oregon this 11th day of November, 1972.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ E. E. Smith
General Chairman

Approved:

s/ J. T. Birrell
Vice President

UNION PACIFIC RAILROAD COMPANY:

s/ N. B. Beckley
Director Labor Relations – System

s/ J. E. Cook
Director Labor Relations – N W D

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

Oregon Division

* * * *

On February 6, 1991 the Union Pacific Railroad Company (herein after referred to as Carrier) serve notice on the Brotherhood of Locomotive Engineers (herein after referred to as the Organization) pursuant to the provisions set forth in Article IX of the May 31, 1986 Award of Arbitration Board 458 of its intent to provide pool freight (interdivisional) service between Portland, Oregon and Seattle, Washington:

NOTE: As used in this Agreement, the term interdivisional service includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

Accordingly, in compliance the provisions set forth in the aforementioned Article the parties agreed to the following:

Article I
ESTABLISHMENT OF POOL FREIGHT SERVICE

Section 1. (a) Pool freight service shall be established to replace assigned freight service operating between Seattle and Portland.

(b) The home terminal for such through freight service shall be Seattle (Argo), Washington. The away-from-home terminal shall be Portland (Albina), Oregon.

Section 2. The number of engine crew turns in the pool will be determined by the requirements of the service - The parties recognize that National Agreements have resulted in different pay averages. It is, therefore, the intent of the parties to use an average of eleven (11) round trips per pool turn per month as a regulating factor. The BLE Local Chairman and the CMS Director or his/her representative shall regulate the Pool.

Article II
OPERATION OF POOL FREIGHT SERVICE

Section 1. Engineers with a seniority date established on the First Seniority District on or prior to the effective date of this Agreement, including employes training for engine service on the effective date, who operate trains in through freight service between Seattle and Portland will be guaranteed 200 road miles each direction. If earnings from all sources including initial terminal delay, final terminal delay, held-away-from-home terminal time, overtime and any arbitraries do not equal the equivalent of 200 miles, the engineer will be allowed the difference on a trip by trip basis.

NOTE 1: This Agreement does not extend or provide payment of listed items or arbitraries where payment was eliminated under the Award of Arbitration Board No. 458.

NOTE 2: This guarantee does not include deadheads, either separate and apart or combination if the deadhead covers movement from terminal to terminal.

NOTE 3: Held away-from-home terminal time earnings if applicable, shall be applied to the Portland to Seattle service trip.

Section 2. Engineers with a seniority date on the First Seniority District subsequent to the effective date of this Agreement, who operate trains in through freight service will be allowed actual road miles (179).

Section 3. All over miles shall be paid at the first 100 mile rate in effect on May 31, 1986.

Section 4. (a) When an engine crew in through freight service is relieved from service under the Hours of Service Law or is otherwise required to give up the train, such crew will be deadheaded to the final terminal of their assignment, except when fire, washout, accident or other emergency makes it impractical to deadhead such crew to their destination. If an engine crew should be turned back to their initial terminal, they will be marked up and held first out; to be used for the first train destined to the opposite terminal, subject to the rules of rest and availability.

(b) Engine crews relieved enroute under the Hours of Service Law will be deadheaded on the first available means of transportation (train or otherwise) as quickly as possible.

(c) Engineers in through freight service established under this Agreement, will not be used off the territory encompassed in this Agreement nor will they be used to perform other than through freight service except in emergency and when so used, will be guaranteed no less than the miles of their District as set forth in Section 1 and 2 of this Article II or the earnings of their emergency turn, which ever is greater.

(d) When at the away-from-home terminal engineers are called for turn-around service, they shall stand first out subject to rest upon tie up, and will not be required to perform another trip in turn around service out of the away-from-home terminal.

(e) If a through freight engine crew is stopped short of Centralia due to Hours of Service or other conditions which prohibit completion of their trip to their destination terminal, the Carrier shall call another through freight engine crew going in the same direction to handle the train on to the far terminal.

EXAMPLE: A train leaves Seattle (Argo) and due to service delays, the train is tied-up at Tacoma. When traffic resumes, the Carrier shall use a through freight engine crew out of Seattle (Argo) to be transported to the train and continue on to the final terminal Portland (Albina).

Section 5. (a) The Portland engineer's extra board shall protect emergency vacancies in the pool at Portland and shall be deadheaded back to Portland from Seattle and shall not be worked out of Seattle.

(b) Should it be necessary to place a made up engine crew into the pool, the first source of supply is the Seattle engineer's extra board. Seattle made up engine crews shall be used in both

directions and are not to be automatically deadheaded after one leg of a trip. Made up engine crews may be deadheaded if service requires. Should emergency conditions arise and it is necessary to place a made up engine crew at Portland, the engineer's extra board shall be used and handled pursuant to Section 5(a) of this Article. It is not the intent to avoid proper engine crew balancing but to use this provision in emergency situations. The parties agree to meet and discuss any alleged violations of the intent of this provision. All turns run in pool service including set up engine crews shall be used in pool regulation.

Section 6. (a) The pool freight engineer's board shall be a Blue Print Board, in that pool engineers shall occupy the same relative position on arrival back at their home terminal as when called on initial trip from their home terminal.

(b) Engineers runaround in the direction of their away-from-home terminal by another engineer crew will occupy the same relative position on arrival at the away-from-home terminal, when rested, as when called from their home terminal on the initial trip.

(c) Engineers who are rested and available and not called in turn from the Blue Print Board shall be allowed the penalty runaround as provided in Rule 98 (a). Engineers called in blue print order shall not be entitled to any runaround payment if they depart the terminal in a different order than called.

Article III **WORK RULES**

Section 1: Overtime, for those who qualify for the 200 mile guarantee, shall begin after 10 hours on duty. For those who qualify for the actual road miles, overtime shall begin after twelve (12) hours on duty, or by dividing the miles paid by the overtime divisor, which ever shall occur first.

Section. 2: In order to expedite the movement of Interdivisional runs established pursuant to the terms of this Agreement, the Carrier shall determine the conditions under which such engine crews may stop to eat. When engine crews are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip. This rate shall be adjusted by any changes in National Agreements that specifically deal with an allowance in lieu of eating in Interdivisional Service. It shall not be adjusted by general wage increases or COLA increases.

Section 3: Engineers in through freight service under this Agreement, held at their away-from-home terminal as provided by Rule 94 of the Agreement effective August 1, 1970, will be paid continuous time for all time held after the expiration of sixteen (16) hours from time relieved from previous duty, at 1/8th of the daily rate applicable to the next service. If tied up and held at an intermediate point between Seattle and Portland for emergency purposes, the crew so held will go back on pay after eight hours or legal rest at the rate of the next service performed.

Section 4: Initial terminal delay as provided in Rule 24 of the Agreement effective August 1, 1970, shall begin after the expiration of thirty (30) minutes.

Section 5: On through freight interdivisional runs established hereunder, engineers shall be allowed a \$4.15 meal allowance after four hours at the away-from-home terminal and another \$4.15 allowance after being held an additional 8 hours.

Section 6: Article IX, Section 7 of the May 31, 1986 Award of Arbitration Board No. 458, shall not be applicable to employees as a result of the implementation of this Agreement.

Article IV
GENERAL

This Agreement shall become effective June 1, 1991 and is made without prejudice to the position of either party with respect to its rights and obligations as provided in Article IX of the 1986 Award of Arbitration Board No. 458.

DATED THIS 7th DAY OF MAY, 1991.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS: **UNION PACIFIC RAILROAD COMPANY:**

s/ D. L. Stewart
General Chairman, BLE

s/ L. A. Lambert
Director Labor Relations

APPROVED:

s/ J. L. Dayton
Vice President, BLE

Letter (1)

920-7
Seattle - Portland
I. D. Service - BLE

Mr. D. L. Stewart
General Chairman, BLE
Western Region
44 North Main
Layton, UT 84041

Dear Sirs:

This refers to the proposed establishment of pool freight service between Seattle and Portland. During our negotiations the issue of the Centralia extra board was discussed and the claims filed alleging that engineers from the Portland and Seattle extra boards should be traded out at Centralia where there has been an extra board of one engineer.

While both sides have expressed their opinions as to the validity of the claims, this Agreement effectively resolves the issue and the parties have agreed to withdraw all such claims without prejudice to either party's position.

Please acknowledge acceptance of the above by signing below.

Yours truly,

s/ L. A. Lambert
Director Labor Relations

AGREED:

s/ D. L. Stewart
General Chairman - BLE

Letter (2)

560.30-6
920-7
Seattle - Portland I. D. Service

Mr. D. L. Stewart
General Chairman, BLE
Western Region
44 North Main
Layton, UT 84041

Dear Sirs:

This refers to our various conferences wherein we discussed both proposed pool freight conditions for Seattle-Portland and possible modifications to the Side Letter #20 Boards of the 1986 National Mediation Award.

This is to confirm that the issue of Side Letter #20 Extra Boards is still being actively pursued and that the Carrier is committed to continue to pursue a mutually beneficial resolution.

Yours truly,

s/ L. A. Lambert
Director Labor Relations

cc:

Mr. J. L. Dayton
Vice President, BLE

MEMORANDUM OF AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

TURNAROUND POOL FREIGHT OPERATIONS
PORTLAND - KALAMA - PORTLAND

On October 25, 2002, Carrier served notice of its intent to establish new turnaround pool freight operations Portland - Kalama - Portland. On November 6, 2002, the parties met to discuss the proposed new service. In an effort to implement/establish this pool in accordance with Articles II (G) and III (F) of the Portland Hub Zone 1 Merger Implementing Agreement, the following is hereby adopted without prejudice to either parties' position:

IT IS AGREED:

1. Pool Operations.

New turnaround pool freight service may be established with the on/off duty point of Portland, Oregon. This operation will be to Kalama, Washington with crews tying up back at Portland, Oregon.

2. Terms and Conditions.

The provisions of the Zone 1 Merger Implementing Agreement will apply.

3. Transportation.

When a crew is required to be relieved from duty at other than the on/off duty point identified in Item 1 above, the Carrier shall authorize and provide suitable transportation. Any necessary deadheading will be in combined service.

4. Familiarization

To ensure proper familiarization and compliance, employees will be provided with a sufficient number of familiarization trips over the territory where they are not currently qualified. Issues concerning individual qualification shall be handled with local operating officers. Employees will not be required to lose time to "ride the road" on their own time in order to qualify for this new operation. If a dispute arises concerning this process, it will be addressed directly with the appropriate Labor Relations Officer and the General Chairman.

5. Implementation.

This Agreement will become effective on November 14, 2002, as no crews are to be relocated from existing home terminals nor any designated home terminals to be subject to any run through operations. Pool positions will be bulletined in accordance with Schedule Rule 85.

6. This Agreement is made without to prejudice to either parties' position.

7. Carrier's notice dated October 25, 2002 is hereby withdrawn without prejudice to the either parties' position.
8. Where in conflict with any other agreements, understandings or practices, the provisions of this agreement will apply.

Signed this 14th day of November, 2002.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

s/ T. J. Donnigan
General Chairman, BLE

s/ S. F. Boone
Director Labor Relations

May 15, 2003

920-40

Mr. T. J. Donnigan
General Chairman, BLE
P.O. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to the Memorandum of Agreement dated November 14, 2002, wherein the parties agreed to establish new turnaround pool freight operations between Portland, Oregon and Kalama, Washington.

Subsequent to the implementation of the agreement, the parties recognized the need for crews assigned to this pool to operate to Longview, Washington and/or to wye their power at Longview, Washington. The parties agree that crews assigned to this service may operate to Longview and/or wye their power at Longview and will not be considered as being used off their assignment. In conjunction therewith engineers operating to Longview and/or wying power at Longview will be paid one (1) hour at the straight time rate of pay, in addition to all other earnings of the trip. It is understood no more than one (1) such payment will be allowed in a tour of duty for performing this service.

EXAMPLE 1: An engineer operates a train from his/her home terminal, Portland, to Kalama, a distance of 38 miles. Upon arrival at Kalama, he/she is instructed to go to Longview to setout cars at a customer's facility and/or wye his/her power, a distance of 8 miles. He/she is then deadheaded in combined service or takes a train back to Portland. The total round trip from Portland and return is 92 miles, and time consumed is eight (8) hours or less. What payment is due?

ANSWER: A basic day plus one-hour.

EXAMPLE 2: What would the engineer in Example 1 be paid if the time consumed was 9 hours and 30 minutes?

ANSWER: A basic day, 1 hour and 30 minutes overtime plus one-hour.

If the foregoing properly and accurately reflects our understanding on this matter, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ S. F. Boone

AGREED:

s/ T. J. Donnigan
051503

PART C – UP LOS ANGELES TO SALT LAKE (FORMER SOUTH - CENTRAL)

RULE 105. MILFORD-LAS VEGAS FREIGHT AND PASSENGER SERVICE.

(a) Freight and passenger service between Milford and Las Vegas shall be manned by engineers from both the territories between Milford and Caliente and Las Vegas and Caliente. Engineers engaged in freight or passenger service between Milford and Las Vegas shall have separate home terminals. Milford will be the home terminal for the engineers of the Salt Lake-Caliente seniority district. Las Vegas will be the home terminal for engineers of the Los Angeles-Caliente seniority district. An engineer laying off or leaving the Milford-Las Vegas pool for any cause except in case of emergency will be relieved at his/her home terminal and will resume service at his/her home terminal, and if an extra engineer is used to fill his/her vacancy he/she will be taken from the extra board at that engineer's home terminal point.

(b) Engineers will be apportioned to passenger and freight service between Milford and Las Vegas on basis of road mileage for the territory of 248 miles, 124 miles to be assigned to the Milford-Caliente portion and 124 miles to the Caliente-Las Vegas portion. One half of the engineers for this service will be taken from each of the seniority districts.

(c) Engineers assigned to the Milford-Las Vegas pool freight or unassigned freight service from the Salt Lake-Caliente seniority district will work first-in first-out in a pool from the same seniority district, and engineers from the Los Angeles-Caliente seniority district will do likewise in a pool of engineers from the Los Angeles-Caliente seniority district. The engineers assigned to one of these pools will work in alternate turns with engineers assigned to the other pool, but each individual pool will operate independently of the other.

(d) In the event of an overage of Las Vegas engineers at Milford, or an overage of Milford engineers at Las Vegas, the Las Vegas engineers may be deadheaded Milford to Las Vegas and Milford engineers may be deadheaded Las Vegas to Milford without regard to the alternating arrangement in section (c). This will also apply in the event of shortage of engineers at either of the terminals.

EXAMPLE

Eastbound, the first train from Las Vegas will be manned by a Las Vegas engineer, the second by a Milford engineer, the third by a Las Vegas engineer, the fourth by a Milford engineer, and so on, alternating with respect to each other.

Westbound, the first train out of Milford will be manned by a Milford engineer, the second by a Las Vegas engineer, the third by a Milford engineer, the fourth by a Las Vegas engineer, and so on, alternating with respect to each other.

(e) Assigned freight service between Milford and Caliente will be manned by engineers of the Salt Lake-Caliente seniority district and assigned freight service between Las Vegas and Caliente by engineers of the Los Angeles-Caliente seniority district. Unassigned freight turnaround service between Milford and Caliente will be manned from the extra board at Milford and unassigned freight turnaround service between Las Vegas and Caliente from the extra board at Las Vegas. Where a pool freight crew is to be relieved en route and the relieving crew is to be operated in an interdistrict movement, an engineer of the Milford Las Vegas pool will be used. Interdistrict work train service will be governed by Rule 59.

EXAMPLE

Assume a crew of the Milford-Las Vegas pool is en route Milford to Las Vegas and it becomes necessary to relieve the crew. If a crew from Milford is used as a relief crew the first-out pool engineer of the Milford-Las Vegas pool will be used and will be operated through to the objective terminal; if a Las Vegas crew is used the first-out engineer on the extra board at Las Vegas will be used. Relief of an eastbound crew of the Las Vegas-Milford pool at a point between Las Vegas and Milford will be accomplished in accordance with this example for a westbound movement.

(f) Unassigned passenger service in the Milford-Las Vegas territory will be manned by engineers at the point where the service originates in accordance with agreement rules.

EXAMPLE

For a westbound extra passenger train out of Milford, an extra passenger engineer at Milford will be used and if he/she is run to Las Vegas and there is a return extra passenger train on which his/her services might be utilized, he/she may be used on such train but will not be held at Las Vegas more than 24 hours. Similarly, for an eastbound extra passenger train out of Las Vegas, an extra passenger engineer at Las Vegas will be used and if run to Milford and there is a return movement of an extra passenger train, he/she may be used on that train but will not be held at Milford more than 24 hours.

(g) Other service protected from the extra board will be manned from the extra board at the point where the movement originates.

EXAMPLE

For a westbound light engine movement out of Milford, an engineer from the extra board at Milford will be used and if the engine is operated into Las Vegas and there is a return light engine movement on which his/her services might be utilized, he/she may be used on such light engine movement, but will not be held at Las Vegas more than 24 hours. Similarly, for an eastbound light engine movement out of Las Vegas, an extra engineer at Las Vegas will be used and if he/she is operated into Milford and there is a return light engine movement, he/she may be used on that engine, but will not be held at Milford more than 24 hours.

RULE 106. MILFORD-PROVO FREIGHT SERVICE.

(a) Freight service between Milford and Provo shall be manned by an assigned pool of engineers operating first-in first-out with Milford the home terminal and Provo the away-from-home terminal.

(b) Engineers assigned to such service shall work independently of other engineers and/or pools in handling traffic between Milford and Salt Lake City. Unassigned turnaround freight service between Milford and Lynndyl will be protected from the Milford extra board provided, however, that engineers holding turn on the Salt Lake City-Milford freight board may be run either via Tintic or Provo and may pick up or set out en route, but will not be used to the exclusion of Milford pool engineers or extra engineers for service between Milford and Provo, nor will they be used in handling movements of ore between Milford and Provo when engineers from the Milford-Provo pool or extra engineers are available. Unassigned turnaround freight service Salt Lake City-Provo and Salt Lake City-Lynndyl shall be manned

from the Salt Lake City extra board.

(c) Engineers assigned to the Milford-Provo pool will not be used at away-from-home terminal for short turnaround trips except in emergency, such as wrecking service or relief of crews tied up en route or other similar unforeseen conditions. Where engineers are used for short turnaround trips from Provo to an intermediate point in such emergencies, away-from-home terminal rules will again apply at Provo upon their return to that point.

(d) Traffic between Milford and Provo which cannot be manned by the Milford-Provo pool of freight engineers shall be manned by engineers from the Milford extra board. At Provo, engineers from the Milford extra board will operate first-in first-out with the pool engineers, except engineers used in temporary work train service or distribution of power.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory Los Angeles - Salt Lake City)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

For application only to the operation of crews in the Salt Lake-Provo turnaround pool, it is agreed:

1. **(a)** Pool freight crews run around between the time of departure from Salt Lake City and return thereto will be placed in the same relative position on the pool freight board as held prior to leaving Salt Lake City, and will be called for service on the basis of such position on the pool freight board, provided:
 - (b)** The crew run around is fully rested and available for service at the time a crew is called to report for duty.
 - (c)** Where the first out crew is not fully rested and a crew holding a subsequent position on the board is fully rested and available for the call and is used, the position of the respective crews on the pool freight board at Salt Lake City shall be changed to the order in which they are called for service.
 - (d)** Crews run around as provided in Section (a) shall place notation on register when tying up at Salt Lake City of any crew running around them en route.
2. The Company will not be liable for any penalty claims arising out of the application of this agreement. During the period it remains in effect it will supersede all other provisions of agreement which are in conflict.
3. This agreement shall be effective July 16, 1966 and shall continue in effect thereafter, provided it shall automatically terminate and have no further force or effect ten days after written notice of desire to terminate same is served by either party upon the other.

Dated at Salt Lake City, Utah, this 1st day of July, 1966.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ C. M. Moore
General Chairman

UNION PACIFIC RAILROAD COMPANY

s/ F. C. Wood
Assistant to Vice President

**MILFORD-IRON MOUNTAIN
FREIGHT POOL**

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory Salt Lake City-Los Angeles)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

IT IS AGREED:

1. A pool of freight engine crews will be established effective with this agreement to handle irregular and unassigned freight service between Milford and Iron Mountain, presently handled by engineers and firemen from the respective extra boards at Milford, in accordance with Rule 105, BLE Agreement, and Article 20(s), BLF&E Agreement.

2. Engineers and firemen of the freight pool established per Section 1 hereof shall be governed by the same rules and regulations of the current agreement as are applicable to other pool freight engine crews, except they shall be paid the local freight rate.

3. The establishment of the freight pool, per Sections 1 and 2 hereof, shall not restrict the work which regularly assigned crews may perform on the Cedar City Branch between Cedar City and Lund, or between Iron Springs and Iron Mountain, nor shall it restrict the work which crews of the Milford-Las Vegas pools may perform between Milford and Lund.

4. Milford, Utah shall be considered the initial and final terminal for employes in the Milford-Iron Mountain pool and they shall be operated on a turnaround basis and paid from the time of reporting for duty at Milford until they return to and are released at that point in accordance with applicable provisions of the current agreement.

5. This agreement shall become effective May 11, 1950, and it shall terminate thirty days after receipt of written notice served by any one of the parties upon the others, in which event the work performed by the Milford-Iron Mountain pool, as set forth herein, shall be restored to employees of the Milford extra board.

Dated at Salt Lake City, Utah, this 5th day of May, 1950.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

By B. N. Brizee
General Chairman

UNION PACIFIC RAILROAD COMPANY

By F. C. Wood
Assistant to Vice President

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

By Frank W. Glass
General Chairman

LE-5162
(BLE)

Cy: LT-8351
(UTU-C&T)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory Los Angeles-Salt Lake City)

* * * *

INTERDIVISIONAL SERVICE
PROVO-LYNNDYL-INTERMOUNTAIN POWER AGENCY

Pursuant to Article VIII, Interdivisional, Interseniority District, Intradivisional and/or Intraseniority District Service (Freight or Passenger), of May 13, 1971 Brotherhood of Locomotive Engineers' National Agreement, the parties have agreed to establish intradivisional/intraseniority district pool freight service to provide unit coal train service to the Intermountain Power Agency subject to the following conditions:

Section 1. **PROVO HOME TERMINAL.** Provo, currently an away-from-home terminal for pool freight service, is hereby established as home terminal for the Intermountain Power Agency coal service turnaround freight pool. In consideration of the foregoing, the following moving allowance shall apply:

- A.** **Moving Allowance - Home Owners** - An employe who, on the date of this Understanding, owns their home or is under contract to purchase a home, may:
- (a) *Accept the moving expense benefits provided by the terms of Sections 10 and 11 of the Washington Job Protection Agreement.*
 - (b) *Accept a lump sum transfer allowance of \$11,000 in lieu of any and all other moving expense benefits and allowances provided under terms of the Washington Job Protection Agreement.*
- B.** **Moving Allowance – Non-Home Owners.** An employe who, on the date of this Understanding, does not own and is not under contract to purchase a home, may:
- (a) *Accept the moving expense benefits provided by the terms of Sections 10 and 11 of the Washington Job Protection Agreement.*
 - (b) *Accept a lump sum transfer allowance of \$5,000 in lieu of any and all other moving expense benefits and allowances provided under terms of the Washington Job Protection Agreement.*
- C.** **Eligibility for Moving Allowance.** It is understood that the above allowances will be payable only to employes initially assigned to the pool when the number of jobs is increased; will not be payable to employes subsequently exercising seniority to displace

in the pool; and will be payable only one time to any given employee.

Section 2. RATE OF PAY. 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 3. TRANSPORTATION FOR CREW. When an engine 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 engine crew.

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

Section 4. MEAL ALLOWANCE. On runs established hereunder, in order to expedite train movements, engineers will not stop to eat except in cases of emergency or unusual delays, and the Company shall determine the conditions under which such crews may stop to eat. When engineers are not permitted to stop to eat, they shall be paid an allowance of \$1.50 for the trip. It is understood that this allowance is subject to change pursuant to National Negotiations.

Section 5. OVERTIME. Engineers performing service in the interdivisional coal pool established by this Agreement will commence overtime after ten (10) hours on duty. Overtime shall be paid for on the minute basis at 3/16ths of the daily rate per hour.

Section 6. MILEAGE ALLOWANCE-LYNNDYL-INTERMOUNTAIN POWER AGENCY. Engineers in service on the date of this Agreement will be allowed miles for the roundtrip on the Industrial Spur from Lynndyl to Intermountain Power Agency and return. This mileage on the Industrial Spur will be added to the road mileage of the assignment.

Section 7. EARNINGS GUARANTEE. It is anticipated that service to Intermountain Power Agency will start with approximately ten (10) trains per month in 1985 and build to a traffic level of approximately one train per day sometime in 1987. It is recognized that it is difficult to regulate a freight pool at lower traffic volumes. Accordingly, it is agreed that when there are one (1) or two (2) assignments maintained in this freight pool, the Company will guarantee the engineers assigned thereto the equivalent of 3500 miles per month earnings. Earnings from all sources (deadheads, overtime, etc.) will be offset against the guarantee. When more than two (2) assignments are maintained in this freight pool, the guarantee will not apply.

Section 8. PROVO GUARANTEED EXTRA BOARD GUARANTEE. Co-effective with the implementation of this Agreement, the guarantee on the Provo Engineers Guaranteed Extra Board will increase from 3000 to 3200. It is understood that all other terms and conditions of the above-referred to extra board will remain unchanged.

Section 9. HOURS OF SERVICE LAW RELIEF. When Hours of Service Law relief is required for a train in the Intermountain Power Agency coal pool, preference for such service shall be given to the Provo Engineers' Guaranteed Extra Board. If the Extra Board is exhausted, the service may be protected by an available engineer with Provo as home terminal. If no such engineers are available, the service will be protected in accordance with existing Agreements.

NOTE: "Available" means engineers who can be used to provide the required relief service and still be rested to work their assignment.

Section 10. ADVANCE NOTICE OF IMPLEMENTATION. An advance written notice of not less than sixty (60) days will be given to the BLE General Chairman of the date on which train operations in the Intermountain Power Agency coal pool will begin. Assignments in the pool will then be bulletined immediately to permit the successful bidder or bidders to take advantage of the moving benefits provided in Section 1 of this Agreement. To the extent possible, as much advance notice as possible of increases in the pool will also be given.

Section 11. TERM OF AGREEMENT. This Agreement will remain in effect until changed or abolished in accordance with the Railway Labor Act.

Dated at Salt Lake City, Utah, this 13th day of December, 1984.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

UNION PACIFIC RAILROAD COMPANY

s/ E. A. Hudgens
General Chairman

s/ A. C. Hallberg
Director Labor Relations

December 13, 1984

LE-5162 (BLE)
Cy: LT-8351 (UTU-C&T)

Mr. E. A. Hudgens
General Chairman, BLE

Dear Sir:

This refers to our discussions in conference in Las Vegas, Nevada, on December 6, 1984, at which we reached agreement on establishment of the Interdivisional Coal Pool to serve the Intermountain Power Agency facility near Lynndyl, Utah.

In consideration of the establishment of the above described coal pool, it was agreed that:

1. All claims of record as of the date coal delivery operations are started and on behalf of road crews for handling cars from Lynndyl to the Intermountain Power Agency will be disposed of by allowance of twenty-two (22) miles (the actual round-trip mileage on the IPA Spur) for each claim.
2. Henceforth Salt Lake City-Milford or Provo-Milford road service engineers, who have an engineer's seniority date on the South-Central District as of the date of this Agreement, and who are required to make a side trip at Lynndyl to deliver cars to the Intermountain Power Agency facility will be allowed payment of actual miles for the distance traversed on the Intermountain Power Agency Spur.

If the foregoing is acceptable to you, please so indicate by signing in the space provided below, returning the original and one signed copy to my office and retaining the remainder for your records.

Yours truly,

s/ A. C. Hallberg

ACCEPTED:

s/ E. A. Hudgens
General Chairman

December 8, 1987

LE-5162

Mr. D. L. Stewart
General Chairman, BLE

Dear Mr. Stewart:

This refers to your letter of November 18, 1987, requesting modification to Letter of Understanding LE-5162 dated March 4, 1985. Your request would change the period of time from two (2) years to one (1) year that engineers accepting moving allowance under Section 1 (a) or (b) of the Intermountain Power Agency Agreement dated December 13, 1984, would forfeit their right to exercise seniority to leave Provo.

Since this request conforms with provisions of the UTU Agreement already in place, the Company has no objection to your proposal and, accordingly, the fourth paragraph of Understanding LE-5162 dated March 4, 1985, is modified to read as follows:

"Any employe accepting a moving allowance under Section 1 (a) or (b) of the Interdivisional Service Provo-Lyndyl-Intermountain Power Agency Agreement dated December 13, 1984, will forfeit for one (1) year the right to exercise seniority to leave Provo."

Please indicate your agreement in the space provided on both copies of this letter, retaining one signed copy for your file and returning one signed copy to my office.

Yours truly,

s/J. E. Cook

AGREED:

s/D. L. Stewart
General Chairman, BLE

June 9, 1989

360.11

Mr. D. L. Stewart
General Chairman, BLE

Dear Mr. Stewart:

This refers to our conversation concerning proper relief for IPP crews that die under the Hours of Service Law.

It was your request that should the 1st IPP crew die that the 2nd crew would be used to relieve the 1st crew and not the extra board.

In checking with CMS, they agree that this is the intended operation and that instructions will be made to ensure that all crew dispatchers understand this.

Yours truly,

W. S. Hinckley
Director Labor Relations

cc: Mr. C. W. Dent, III - Salt Lake City

Ms. L. S. Saunders

November 16, 1989

LE-5162
cy: LT-8351

Mr. D. L. Stewart
General Chairman, BLE

Dear Mr. Stewart:

In conference at Salt Lake City, Utah this date, we reviewed claims arising out of the continuing dispute over the interpretation and application of Section 2 - Rate of Pay, of the Agreement of December 13, 1984, covering interdivisional service between Provo and Lynndyl, Utah providing rail service to the Intermountain Power Agency at Lynndyl. Section 2 reads as follows:

"Section 2. RATE OF PAY. 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."

In conference, it was agreed that Section 2 is construed to mean that all miles run over one-hundred (100) miles shall be paid at the rate established by the basic rate of pay for the first one-hundred (100) miles in effect prior to Arbitration Board No. 458 effective May 19, 1986, such rate commonly referred to as the "old high rate of pay."

The above interpretation shall be made effective November 1, 1989 and is subject to the further understanding that, except as to those claims listed on the docket furnished with your letter of November 2, 1989, all claims of record prior to November 1, 1989 are withdrawn and closed.

Sincerely,

s/ W. S. Hinckley

AGREED:

s/ D. L. Stewart
General Chairman

July 2, 1991
Agmt #2508019102
(LT- 8 351)
Agmt #1508019102
(LE-5162)

Mr. D. L. Smith
General Chairman, UTU-T

Mr. D. L. Stewart
General Chairman

Dear Gentlemen:

This refers to our previous conversations concerning Pozzolan International on the Intermountain Power Agency Spur at Lynndyl, Utah.

To expedite the service for Pozzolan International (ash cars), it was agreed to modify the UTU C&T Intradivisional Service Agreement LT-8357, Section 1, dated June 21, 1985 and the BLE Interdivisional Agreement LE-5162 dated December 13, 1984 to allow the IPA Pool in addition to providing service for the Intermountain Power Agency, to service Pozzolan International without any additional compensation.

This arrangement maybe terminated independently by either organization on its own behalf or by the Company by serving a thirty (30) day written notice of termination upon the others.

To indicate your acceptance of the foregoing, please sign in the space below, returning the original and one (1) copy to this office prior to the effective date of August 15, 1991.

Yours truly,

s/ L. A. Lambert
Director Labor Relations

ACCEPTED:

s/ D. L. Smith
General Chairman, UTU-T

s/ D. L. Stewart
General Chairman, BLE

August 29, 1991
Agmt #1509019102
(LE-5162)

Mr. D. L. Stewart
General Chairman
Western Region BLE

Dear Sir:

This refers to our previous conversations concerning Pozzolanic International on the Intermountain Power Agency Spur at Lynndyl, Utah.

To expedite the service for Pozzolanic International (ash cars), it was agreed to modify the BLE Interdivisional Agreement LE-5162 dated December 13, 1984 to allow the IPA Pool in addition to providing service for the Intermountain Power Agency, to service Pozzolanic International without any additional compensation.

This arrangement may be terminated independently by the Organization on its own behalf or by the Company by serving a thirty (30) day written notice of termination upon the other.

To indicate your acceptance of the foregoing, please sign in the space below, returning the original and one (1) copy to this office prior to the effective date of September 1, 1991.

Yours truly,

s/ L. A. Lambert
Director Labor Relations

ACCEPTED:

s/ D. L. Stewart
General Chairman, BLE

PART D – DENVER, RIO GRANDE AND WESTERN (FORMER DRGW)

SUPPLEMENT “A”

Effective November 15, 1941, a separate freight-pool for engineers will be established, operating between Roper and Ogden, Utah, including branches between these points, home terminal Salt Lake City, and operated under these rates, rules and arbitraries as are now applied to this territory.

It is understood that extra passenger trains and overflow sections of regular passenger trains operating in this territory will be manned by freight pool engineers working between Roper and Helper in the same manner as heretofore operated.

If overflow section or sections of a regular passenger train, or an extra passenger train is operated between Ogden and Salt Lake City, a Roper-Helper freight pool engineer will be used either in freight, or otherwise, between Salt Lake (Roper) and Ogden in the same manner as heretofore operated, to protect such passenger movement.

Dated at Denver, Colorado, this 20th day of October, 1941.

SUPPLEMENT "J"

ARTICLE VIII--INTERDIVISIONAL, INTERSENIORITY DISTRICT, INTRADIVISIONAL AND/OR INTRASENIORITY DISTRICT SERVICE (FREIGHT OR PASSENGER)-From May 13, 1971 National Agreement.

Article 4 of the May 23, 1952 Agreement is amended to read as follows:

1. Where an individual carrier not now having the right to establish interdivisional, interseniority district, intradivisional or intraseniority district service, in freight or passenger service, considers it advisable to establish such service, the carrier shall give at least thirty days' written notice to the General Chairman or Chairmen of the committee(s) of the Brotherhood of Locomotive Engineers involved, of its desire to establish service, specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service.

The parties will negotiate in good faith on such proposal and shall recognize each other's fundamental rights, and reasonable and fair arrangements shall be made in the interest of both parties. Such rights and arrangements shall include, but not be limited to the following:

- (a) Runs shall be adequate for efficient operations and reasonable in regard to the miles run, hours on duty and in regard to other conditions of work.
- (b) 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.
- (c) When an engine 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 engine crew.

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

- (d) On runs established hereunder engine crews will be allowed a \$1.50 meal allowance after 4 hours at the away-from-home terminal and another \$1.50 allowance after being held an additional 8 hours.
2. The foregoing provisions (a) through (d) do not preclude the parties from negotiating on other terms and conditions of work.
 3. In the event the carrier and such committee or committees cannot agree on the matters provided for in Section 1(a) and the other terms and conditions referred to in Section 2 above, the parties agree that such dispute shall be submitted to arbitration under the Railway Labor Act, as amended, within 60 days from the date of notice by the carrier of its intent to establish services pursuant to this Article VIII.

The decision of the arbitration board shall be final and binding upon both parties, except that the award shall not require the carrier to establish interdivisional, interseniority district, intradivisional, or intraseniority district service in the particular territory involved in each such

dispute but shall be accepted by the parties as the conditions which shall be met by the carrier if and when such interdivisional, intraseniority district, intradivisional, or intraseniority district service is established in that territory. Provided further, however, if carrier elects not to put the award into effect, carrier shall be deemed to have waived any right to renew the same request for a period of one year following the date of said award, except by consent of employees party to said arbitration. In its decision the Arbitration Board shall include among other matters decided the provisions set forth in Section 5 below for protection of employees adversely affected as a result of the discontinuance of any existing runs or the establishment of new runs resulting from application of this rule.

4. Interdivisional, interseniority district, intradivisional or intraseniority district service and/or agreements in effect on the date of this Agreement are not affected by this Article VIII.
5. Every employee adversely affected either directly or indirectly as a result of the application of this rule 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 purpose 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 allowance in Sections 6 and 7 be increased by subsequent general wage increases.

Any employee required to change his/her residence 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/her former reporting point.

If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements in lieu of the benefits provided in this Article.

6. 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.

SUPPLEMENT "P"

Relating to the establishment of Interdivisional Service as defined by Article VIII of the May 13, 1971, National Agreement, it is agreed that the following service will be established in lieu of Agreement of May 26, 1972:

Section 1

Rules, Agreements, interpretations or practices are changed to the extent necessary to permit Carrier to establish interdivisional service in the following territories:

PASSENGER SERVICE

- (A) Denver-Grand Junction
- (B) Grand Junction - Salt Lake City

HOME TERMINAL

- Denver
- Grand Junction

FREIGHT SERVICE

- | | |
|------------------------------------|----------------|
| (C) Denver-Grand Junction | (See C below) |
| (D) Pueblo-Alamosa | Pueblo |
| (E) Pueblo-Jansen and return | Pueblo |
| (F) Grand Junction-Oliver and ret. | Grand Junction |
| (G) Roper – Marysvale | Roper |

HELPER SERVICE

- | | |
|--------------------|--------|
| (H) Helper-Thistle | Helper |
|--------------------|--------|

A. Passenger service between Denver and Grand Junction will be established with home terminal at Denver. Should Amtrak take over operation of passenger service on this property, this Section A will be re-negotiated as necessary.

(1) Passenger miles in this district will be divided half by percentage of prior right Denver, Pueblo and Salida engineers, and half with Grand Junction engineers.

(2) Grand Junction engineers will operate trains 17 and 18 on present schedule of trips per week for one year.

(3) Denver engineers will operate trains 17 and 18 present schedule of trips per week for 122 days of second year. Pueblo engineers operate on same basis for 100 days of second year. Salida engineers will operate on same basis for 90 days of second year.

(4) 275 miles will be allowed Denver to Grand Junction and Grand Junction to Denver.

(5) When Grand Junction engineers man this assignment, they will relieve Denver engineer on the first trip out of the home terminal, Denver. Thereafter, they may lay-off on miles or otherwise at Grand Junction and Turn No. 1 will begin on the first day of each month upon which run leaves Grand Junction (for Grand Junction engineer) or Denver (for Denver engineer) and will be entitled to eight (8) consecutive round trips – 4400 miles. The turn will then be handled by the No. 2 turn until Turn No. 1 begins again the following month.

Turn No. 1 will be required to accumulate mileage from the 1st of each month. Turn No. 2 will be required to accumulate mileage from the 16th of each month.

After arrival at Grand Junction for Grand Junction engineer and at Denver for a Denver engineer on the last trip of Turn No. 2, such engineer will be entitled to place himself in freight or yard service and work a combined total of 4400 passenger miles, (100 freight miles equals 125 passenger miles). If it can be seen that Turn No. 2 will exceed 4400 passenger miles, he/she will not be entitled to be called in freight or yard service; however, if he/she should exceed the 4400 passenger miles, the excess will be charged to his/her mileage in his/her following working period.

If either No. 1 or No. 2 turn lays off or misses a turn in passenger service the miles will be counted as though he/she had gone in the turn.

If a trip for any reason is not operated, No. 1 turn will remain on the assignment until he/she accumulates at least 4400 miles. If he/she exceeds the 4400 miles account relieving the other seniority district engineer at the beginning or end of his/her annual assignment, or account a trip being blanked, such extra mileage will be deducted from miles due the No. 2 turn in passenger service that month who may make up the difference in freight or yard service up to 4400 passenger miles.

- B.** Passenger service between Grand Junction and Salt Lake City (or Ogden) will be established with home terminal at Grand Junction. Should Amtrak take over operation of passenger service on this property, this Section B will be re-negotiated as necessary.

(1) Mileage Grand Junction Depot to Salt Lake Union Depot is 296 miles west and 297 miles east.

- C.** A pool of engineers will be established to operate in through and irregular freight service between Denver and Grand Junction.

(1) An even number of crews will be assigned at all times in this pool, half with home terminal at Denver made up of percentage of prior right Denver, Pueblo and Salida engineers turns and half with home terminal at Grand Junction made up of prior right Grand Junction engineer turns.

(2) Engineers will not be called to work out of away-from-home terminal until fully rested.

(3) Any class of road service, except helper service or relief service operated exclusively in the territory Denver to and including Bond will be manned by Subdivision 1 A Engineers in turnaround service out of Denver. Similar service operated west of Bond in turn around service will be handled by Denver interdivisional pool engineer. Similar service except relief service operated exclusively in the territory Grand Junction to and including Bond will be manned by the Grand Junction-Minturn pool. Similar service operated east of Bond in turnaround service will be handled by Grand Junction interdivisional pool engineer. Helper engines not called to operate over the entire district between Denver and Grand Junction will be handled by home terminal engineers.

(4) Home terminal relief engineers in interdivisional service may be used from either terminal. When called to go through to opposite terminal, away-from-home terminal engineers

may be used when they stand for such service, without penalty to the Carrier.

(5) Home terminal relief helper and other turnaround, work, and wrecker service will be marked first out when tied up and will be eligible again for service after rested. Such engineers will not be called for a second such trip out of either terminal unless other engineers are not available.

(6) Any engineer standing to be called may be deadheaded at any time for the purpose of equalizing crews without regard to rotation between districts, and in handling rotation between districts, home terminal engineers will not be considered runaround by away-from-home terminal engineers and vice versa.

(7) Normally, when one engineer is to be deadheaded and one engineer is to work on the same train, the engineer going to his/her home terminal, if rested, will work and the engineer going from his/her home terminal will deadhead.

(8) When engineers return to home terminal, they will be placed back in position held prior to departure home terminal on the last trip if following turn or turns have not departed home terminal, otherwise, will be placed first out eligible for service when rested, thereby establishing new turn.

(9) The Grand Junction-Minturn pool will be separate from the Grand Junction-Denver interdivisional pool and will handle any turnarounds work or wrecker service between Grand Junction and including Bond on turnaround basis not handled by extra list as provided in Item 3 above.

(10) 273 miles will be allowed North Yard, Denver to Grand Junction and Grand Junction to North Yard, Denver.

D. A pool of engineers will be established to operate in through and irregular freight service between Pueblo and Alamosa with home terminal at Pueblo and away-from-home terminal at Alamosa.

(1) The mileage will be divided on this district 50% each between Pueblo engineers and Alamosa engineers. Any class of service called to operate on a turnaround basis in the territory Alamosa to and including La Veta will be manned by Alamosa engineers. Any class of service called to operate on a turnaround basis in the territory Pueblo to and including La Veta will be manned by Pueblo, Subdivision 8 engineers. Any class of service called to operate through La Veta in either direction will be manned by the interdivisional pool engineers with home terminal at Pueblo and away-from-home terminal Alamosa.

(2) When necessary to relieve eastbound trains, Alamosa to Pueblo, Subdivision 2 engineers on Pueblo board will be used. When necessary to relieve westbound trains, Pueblo to Alamosa, engineers on the Alamosa board will be used if available otherwise, interdivisional pool engineer from Pueblo. (See Supplement "Q")

(3) Pool service west of Alamosa and helper service east of Alamosa will be handled by Alamosa pool, and if there is insufficient mileage to maintain such a pool, Alamosa yard service may be included in this pool, otherwise, such service will be operated by Alamosa extra list.

NOTE : If the Carrier desires to retain the pool when there is insufficient mileage, such pool will be guaranteed 3200 miles per month.

- (4) When there are no prior right engineers to fill vacancies at Alamosa or Durango, such vacancies will be filled from the Pueblo board.
- (5) 136 miles will be allowed Pueblo to Alamosa.
- E. Pool service between Pueblo and Jansen will be performed by Subdivision 8 pool, on a turn-around continuous time basis running through Trinidad and eliminating Trinidad as an away-from-home terminal. Round trip mileage allowed Pueblo to Jansen and return to Pueblo 235 miles.
- F. Present through and irregular freight service on Subdivisions 16 and 16-A will operate Grand Junction to Oliver and return to home terminal Grand Junction on a turnaround continuous time basis and eliminate Somerset as an away-from-home terminal. Round trip mileage allowed Grand Junction to Oliver and return to Grand Junction, 220 miles.
- G. Present through and irregular freight service Roper to Salina will be extended Roper to Marysvale with away-from-home terminal at Richfield and will operate through away-from-home terminal, Richfield, as required on a continuous time basis.
- Example: Pool engineer operates Roper to Richfield, ties up, mileage allowed 167 miles, and after called back on duty, operates Richfield to Marysvale and back to Roper home terminal, on a continuous time basis running through away-from-home terminal Richfield, mileage allowed 224 miles.
- Example: Pool engineer operates Roper to Sevier and back to Richfield on a continuous time basis and ties up Mileage allowed 201 miles, and after called back on duty, operates Richfield to home terminal Roper, mileage allowed 167 miles.
- Example: Pool engineer operates Roper to Elsinor and back to Richfield on continuous time basis and ties up, mileage allowed 183 miles, and after called back on duty, operates Richfield to Sevier and back to home terminal Roper through away-from-home terminal Richfield on a continuous time basis, mileage allowed 201 miles.
- H. Helper-Soldier Summit and Thistle-Soldier Summit helper districts are combined with one and only terminal at Helper, Utah.
- (1) When helper engineers will be used beyond Soldier Summit, they will be advised of this when called.
- (2) Mileage Helper to Thistle and return is 109 miles.
- (3) When an engineer is required to make more than one trip from Soldier Summit to Thistle and return, he/she will be paid an additional 100 miles for each additional trip, however, the time used in making the second such trip will be deducted from total time on duty when computing overtime.

Section 2

Engineers in interdivisional service will layoff and report at home terminal only, except in case of personal emergency in which case such employee will report at home terminal on his/her own time.

(1) Denver extra list will protect all vacancies for off-district percentage engineers without expense to the Carrier, otherwise, by Denver extra list. If no application is received on off district turns at Denver, they will be filled by Denver engineers.

The Pueblo extra list will protect vacancies on Alamosa interdivisional crews to the same extent.

Section 3

All miles run over 100 in interdivisional service shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

Section 4

When engineers in interdivisional service are required to report for duty or are 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 engineers.

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

Section 5

Implementation of this Agreement, as covered in Section 9 hereof, will also implement the provisions of Article VIII--Item 5, Paragraph 1, of the May 13, 1971, Agreement, which reads:

"Every employee adversely affected either directly or indirectly as a result of the application of this rule 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 allowance in Sections 6 and 7 be increased by subsequent general wage increases."

A. Engineer at Alamosa who exercises seniority at Pueblo on Alamosa percentage turn to initially man same under this Agreement or prior right Alamosa engineer forced to accept such turn who is required to move his/her place of residence from Alamosa to Pueblo, shall qualify for the benefits of Article VIII, Item 5, Paragraph 2, which reads:

"Any employee required to change his/her residence 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/her former reporting point."

B. Except to the extent provided in paragraph A, changes in place of residence subsequent to the initial change and which grow out of the normal exercise of seniority are not comprehended

within the provisions of this section.

C. The provisions in paragraph A will be applied in the same manner covering prior right Grand Junction engineer transferring to Denver to accept passenger service as provided in Section 1 A of this Agreement except that Grand Junction engineer will not be forced on this turn.

Section 6

Engineers with seniority as such as of the date of this Agreement who are required to qualify on the road for interdivisional service will be paid the same as the engineer handling the train. Meals and lodging will be allowed.

Section 7

Suitable lodging will be provided for engineers in interdivisional service, where required, in accordance with the provisions of Article II of the June 25, 1964, Agreement. Superintendent and General Chairman or their designated representatives will review available lodging that will reasonably take care of the employes' need for rest and meals. Such lodging facilities will consist of single room occupancy with bath or shower, wash basin and toilet. Linens will be changed after each occupancy and room will be adequately heated and cooled to satisfy existing climatic conditions. Also, suitable transportation to and from lodging point will be provided for engineers in interdivisional service where the lodging facility is not within one mile of the register point or eating facility is not available within half mile of lodging facility.

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

Section 8

When an engineer in interdivisional service is called and reports for service and is released in less than four hours, he/she will be allowed 50 miles and stand first out. If he/she is not released in less than four hours, 100 miles will be allowed and he/she will stand first out.

Section 9

This Agreement shall become effective this 21st day of March, 1973 and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

Carrier may implement any one or all of the interdivisional services described in Section 1 of this Agreement by ten-day notice in writing to the General Chairman in which event the balance of the Agreement as it applies to the implemented interdivisional service will also be effective at same time and date.

Signed at Denver, Colorado, this 21st day of March, 1973.

SUPPLEMENT "Q"

August 19, 1977

C&B-G-249.1
BLE

Mr. C. L. James, General Chairman
Brotherhood of Locomotive Engineers
#1 White Place.
Pueblo, Colorado 81001

Dear Sir:

Referring to our conversation August 19, 1977 in connection with application of Supplement "P", Section 1, D.(2) reading in part:

"(2) When necessary to relieve eastbound trains, Alamosa to Pueblo, Subdivision 2 engineers on Pueblo board will be used..."

and Supplement "O" reading in part:

"...Subdivision 2 freight pool board will be used when a Pueblo crew stands to relieve a crew on Hours of Service on Subdivision 8, 9 and 10, or a Pueblo crew is not rested and/or available for service."

and;

"It is understood that if the first out pool freight engineer is not fully rested when his/her turn to be called for a trip Pueblo-Jansen-Pueblo, he/she may be runaround without penalty to the company by engineer standing behind him/her who is fully rested or a Subdivision 2 pool engineer."

It is Carrier's understanding that when a Subdivision 2 pool engineer is used under the foregoing situations on Subdivision 8, 9 and 10, that such engineer will retain his/her standing in the Pueblo-Minturn pool and will be used after rested. If the turn is runaround it will remain first out.

Please sign one copy and return for my file and I will advise Superintendent accordingly.

Yours truly,

s/ J. W. Lovett
J. W. Lovett
Director of Personnel

ACCEPTED:

s/ C. L. James
C. L. James, General Chairman. B.L.E

SUPPLEMENT "R"

Relating to the establishment of Interdivisional Service as defined by Article VIII of the May 13, 1971, National Agreement, it is agreed that the following service will be established:

Section 1

Rules, agreement, interpretations or practices are changed to the extent necessary to permit Carrier to establish interdivisional service in the following territory:

HOME TERMINAL

Pueblo-Minturn

Pueblo

A. A pool of engineers will be established to operate in through and irregular freight service between Pueblo and Minturn. Pueblo will be the home terminal and Minturn the away-from-home terminal.

(1) In the division of work between Pueblo Subdivisions 2, 8 and 9 prior right engineers and Salida Subdivision 3 engineers working Pueblo to Minturn, 50% to Pueblo prior right engineers and 50% to Salida prior right engineers, in keeping with the mileage limitations of Rule 50, when it is necessary to run an odd number of turns, Pueblo prior right engineers will work the odd turn from the 1st to the 15th of the month, and Salida engineers from the 16th through end of the month, except in a 31 day month Pueblo engineers will receive an extra day the following month and except when an odd turn is put on or reduced to on other than the 1st or 16th, adjustment will be made the following month for over or underrun.

When Salida prior right engineers are not available to fill Salida percentage of turns, the percentage to each district may be disregarded. When all Subdivision 3, Salida firemen, with a date prior to September 24, 1973 have been promoted to engineer, no further Subdivision 3, Salida engineers, will be employed.

NOTE: Local Chairman will be responsible to keep track of adjustment between districts and will advise Superintendent's representative when to make required changes and such handling if in error will not give rise to claims but will be adjusted later to insure proper percentage.

(2) Engineers will not be called to work out of away-from-home terminal until fully rested, unless rested crews are not available, in which case engineer with the most unexpired time under the Hours of Service Law may be used.

(3) Any assignments that operate exclusively Pueblo-Salida will be manned by prior right Subdivision 2, 8 and 9 engineers. Any assignments that operate exclusively Salida – Minturn or Salida – Monarch will be manned by prior right Subdivision 3 engineers as long as they are available.

All unassigned turnaround service and any unassigned work trains originating at or manned out of Pueblo, on the Pueblo-Minturn district, except wrecker service, will be protected by Pueblo engineers' extra list. When the engineers extra list is exhausted, such service will be protected by interdivisional pool engineers. Unassigned turnaround service out of Pueblo will include pool and assigned crews overtaken by Hours of Service Law when a crew from Pueblo is needed for such relief service. Pool engineers from Minturn or on line may be used for such relief.

NOTE: Call will be placed for pool or extra engineers at Pueblo according to information available at time of call. If for any reason situation changes which requires turning a pool engineer or running an extra engineer through after being called this will not give rise to claims. This includes work trains manned by extra engineers that run through to Minturn or into and out of Minturn and are tied up at Minturn. Such extra engineers will be placed on the pool board at Minturn and operate first in, first out and Rule 20 (B) NOTE will apply, in that pool freight engineers will perform all temporary work service of three (3) days or less originating at or manned out of Minturn.

All other service, including wrecking service, will be manned by interdivisional pool engineers.

This allocation of work will be maintained except and until proper notice and agreement is reached under the provisions of Article VIII of the May 13, 1971 National Agreement.

In the application of Section A.(1) in the division of work between Pueblo and Minturn, Colorado, 50% to prior right Pueblo engineers and 50% to prior right Salida engineers, when Salida prior right engineers are not available (no demoted Salida engineers working out of Pueblo), there will be no adjustment of percentage miles necessary account Pueblo extra engineers manning all turnaround service described in this rule. Should a demoted Salida engineer become available at Pueblo, then Salida engineers will be entitled to 50% of such extra work. At that time, all miles made by Pueblo extra engineers in such turnaround service will be accumulated by the B.L.E. Local Chairman and when he/she notifies the Superintendent, a Salida percentage engineer turn will be advertised to displace the junior Pueblo engineer in the Pueblo-Minturn pool, to equalize the miles due Salida engineers. This equalization will not be made more often than once in six months.

(4) Engineers, after being called in turn, who are runaround at the initial terminal or en route between initial and final terminal in either direction, will upon arrival at final terminal on that trip be given the same relative position on the board as they held prior to leaving initial terminal on that trip. If unable to use them in their proper order out of the away-from-home terminal because of not having the required time to work, or account making turnaround trip out of Minturn, on return to Pueblo will be given position held prior to departure from home terminal on the last trip if following turn or turns have not departed home terminal, otherwise, will be placed first out eligible for service when rested, thereby establishing new turn.

(5) The Pueblo-Trinidad and Pueblo-Alamosa pools will be separate from the Pueblo-Minturn interdivisional pool.

(6) 195 miles will be allowed Pueblo to Minturn and Minturn to Pueblo.

Section 2

Engineers in interdivisional service will layoff and report at home terminal only, except in case of personal emergency in which case such employe will report at home terminal on his/her own time.

(1) Subdivision 3 engineers will protect all vacancies on Subdivision 3 interdivisional turns, Pueblo-Minturn, helper vacancies at Minturn and any assignments on Subdivision 3 and Salida-Monarch as long as available and thereafter by prior right Pueblo engineers and thereafter by Pueblo-Alamosa engineers.

Section 3

All miles run over 100 in interdivisional service shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less. Rule 8 and Rule 27, constructive mileage, will not apply to engineers in interdivisional service in the territories named in those rules.

NOTE: The provisions of the so-called Salida switching agreement of December 31, 1969, will not apply to engineers in interdivisional service, but will apply to outside assignment headquartered at Salida to handle Salida-Monarch territory.

Section 4

When engineers in interdivisional service are required to report for duty or are 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 engineers.

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

Section 5

Sixty days' notice to General Chairman as covered in Section 9 hereof, will implement the provisions of Article VIII - Item 5, Paragraph 1, of the May 13, 1971, Agreement, which reads:

"Every employee adversely affected either directly or indirectly as a result of the application of this rule 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 allowance in Section 6 and 7 be increased by subsequent general wage increases."

Engineers at Salida whose reporting point is changed to Pueblo and who accept such Salida percentage turns under this Agreement, and who are required to move place of residence from Salida to Pueblo shall qualify for the benefits of Article VIII, Item 5, Paragraph 2, which reads:

"Any employee required to change his/her residence 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/her former reporting point."

Except, that the following will be in lieu of Section 11 of the Washington Agreement:

(a) Employees who are home owners and elect to sell their home shall be allowed \$1,200.00 to cover moving to another locality.

NOTE: "Home Owner" as used herein means an employee who, on the date of this

agreement owns his/her own home, or who is purchasing his/her home under contract, and who as a result of the application of this rule is required to change his/her place of residence within the meaning of Article VIII, Item 5, Paragraph 2 of the National Agreement dated May 13, 1971.

(b) If an employee owns his/her own home in the locality from which he/she is required to move as a result of establishment of interdivisional service under this rule and desires to sell such home, Carrier will upon written request arrange for payment to him/her of the fair market value of his/her home. Such request must be made within 90 days following date required to move. In each case the fair market value of the home in question shall be determined as of a date sufficiently prior to the date of the event which resulted in the requirement to move in order that the fair market value will be unaffected thereby.

The Company will include charges assessed the employee for realty commission, title insurance fee, re-conveyance fee, recording and escrow fees, internal revenue stamps, prepayment penalty on existing mortgage, contingent in each case upon the employee having paid the charge of fee involved.

(c) If the employee is under a contract to purchase his/her home in the locality from which he/she is required to move and desires to sell such home, Carrier will upon written request arrange for payment to him/her of the fair market value of his/her home less outstanding mortgages, liens and taxes but including charges assessed as set forth in (b).

(d) If the employee holds an unexpired lease of a dwelling occupied by him/her as his/her home, Carrier shall protect him/her from all loss and cost in securing the cancellation at his/her said lease.

(e) The fair market value of an employee's home shall be determined by a competent real estate appraiser who will be paid by the Carrier. Should a controversy arise in respect to the fair market value of the home, the dispute may be referred by either party to a board of three competent real estate appraisers, one to be selected by the representatives of the employee and one to be selected by the Carrier. These two shall endeavor by agreement within ten days after their appointment to select the third appraiser, and in the event of failure to agree, then the Chairman or President of the Local Association of Realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

(f) If an employee owns and occupies a mobile home as his/her residence, it will be treated as a home under applicable provisions of this Section except for provisions of paragraph (a) above. The Carrier and employee' may agree to move such mobile home.

(g) If the interdivisional service established under the provisions of this rule is discontinued within three (3) years and the discontinued home terminal is restored as home terminal for pool freight crews, an employee who had changed his/her point of residence account establishment of such interdivisional service may elect to move his/her point of residence back to the restored home terminal by giving written notice to Carrier. Carrier shall assume the expense of moving his/her household and other personal effects under the conditions imposed in Article VIII, Item 5, Paragraph 2 of the May 13, 1971, National Agreement.

In the application of this paragraph (g) it is agreed that such rule will not apply to employes who elect or are required to man an outside assignment with home terminal at Salida, should such employes be required to move from Salida as result of this Section 5.

Section 6

Engineers with seniority as such as of the date of this Agreement who are required to qualify on the road for interdivisional service will be paid the same as the engineer handling the train. Meals and lodging will be allowed.

Section 7

Suitable lodging will be provided for engineers in interdivisional service, where required, in accordance with the provisions of Article II of the June 25, 1964, Agreement. Superintendent and General Chairman or their designated representative will review available lodging that will reasonably take care of the employees' need for rest and meals, Such lodging facilities will consist of single room occupancy with bath or shower, wash basin and toilet. Linens will be changed after each occupancy and room will be adequately heated and cooled to satisfy existing climatic conditions. Also, suitable transportation to and from lodging point will be provided for engineers in interdivisional service where the lodging facility is not within one mile of the register point or eating facility is not available within half mile of lodging facility.

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

Section 8

When an engineer in interdivisional service is called and reports for service and is released in less than four hours, he/she will be allowed 50 miles and stand first out. If he/she is not released in less than four hours, 100 miles will be allowed and he/she will stand first out.

Section 9

This Agreement shall become effective this 11th day of June, 1973 and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

Carrier may implement the interdivisional service described in Section 1 of this Agreement by sixty (60) days' notice in writing to the General Chairman in which event the balance of the Agreement as it applies to the implemented interdivisional service will also be effective at same time and date.

Signed at Denver, Colorado, this 11th day of June, 1973.

Attachment No. 1 to Supplement "R"

It is agreed in the application of Memorandum Agreement dated June 11, 1973, in connection with operating Pueblo-Minturn pursuant to Article VIII of the May 13, 1971 National Agreement, that in consideration of the terms of that Agreement that when Carrier serves letters of intent to establish future Interdivisional Service under Article VIII that:

- (1) The Organization will not request change in existing overtime rules.

- (2) The Organization will not request change in initial terminal delay rules.
- (3) The Organization will not request any change in the application of the Conversion Rules or limit Carrier's right to determine which crew will perform way switching.

Signed at Denver, Colorado, this 11th day of June, 1973.

Attachment No. 2 to Supplement "R"

In connection with Section 5 of the agreement between the Carrier and the Brotherhood of Locomotive Engineers covering establishment of interdivisional service between Pueblo and Minturn, the Carrier agrees:

If the employe referred to in Section 5, paragraphs (a) and (b) or (c), elects to retain his/her home and so informs the Carrier, in writing, within sixty (60) days following date of Carrier's notice to implement the interdivisional service, he/she will be allowed ten (10) percent of the fair market value of his/her home in lieu of payments provided therein. The fair market value shall be determined under the provisions of Section 5(e).

Signed at Denver, Colorado, this 11th day of June, 1973.

PART E – SOUTHERN PACIFIC TRANSPORTATION COMPANY
(SP WESTERN LINES)

GEN 2-46-INTERDIVISIONAL RUNS

MEMORANDUM OF AGREEMENT

between the

SOUTHERN PACIFIC TRANSPORTATION COMPANY (PACIFIC LINES)

(Excluding the Former El Paso and Southwestern System,

Former Pacific Electric Railway Company, and Nogales, Arizona, Yard)

and its locomotive engineers represented by the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Pursuant to Article VIII of the National Agreement dated May 13, 1971, and in settlement of the Company's notice of intent, dated February 11, 1972, to establish Interdivisional, Interseniarity District, Intradivisional and/or Intraseniarity District service, served by the Company on the Brotherhood of Locomotive Engineers as provided in Section 1 of said Article VIII, it is hereby agreed by and between the parties that:

(NOTE): The term "interdivisional service" as used hereinafter includes interdivisional, interseniarity district, intradivisional, and/or intraseniarity district service.)

A. Interdivisional service in all service, except assigned passenger service, operating (or deadheading) between the following points may be established by the Company :

Eugene and Klamath Falls
Dunsmuir and Roseville
Dunsmuir and Oakland
Oakland and Watsonville Junction
San Luis Obispo and Los Angeles
Yuma and Tucson
Klamath Falls and Wendel
Colton and Yuma
Bakersfield and Colton

B. Interdivisional service in assigned passenger service operating (or deadheading) between the following points may be established by the Company:

Dunsmuir and Oakland
Sparks and Oakland
Oakland and San Luis Obispo
San Luis Obispo and Los Angeles

C. Interdivisional service in any class of service operating (or deadheading) may be established by the Company to operate on a continuous trip basis between the following points:

Bowie, Arizona, and Miami, Arizona
Eugene, Oregon, and Myrtle Point, Oregon

The following terms and conditions will govern on interdivisional runs listed in items A, B, and C when established by the Company:

1. All miles run (mountain rate and over-100-mile mountain rate, where applicable) shall be paid for at the highest mileage rate, as established by the prevailing rates of pay on any district over which the run extends.

2. When an engineer is required to report for service or is relieved from service at a point in a terminal other than the on- and off-duty point fixed for the service hereby established, the Carrier shall authorize and provide suitable transportation for the engineer between such point in the terminal and the on- and off-duty point.

(NOTE: Suitable transportation includes Carrier owned or provided passenger-carrying vehicles or taxi but excludes other forms of public transportation.)

3. On runs established under the agreement, engineers will be allowed \$2.00 meal allowance after 4 hours off duty at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.

4. Every engineer adversely affected or any such engineer required to change his/her residence as result of these changes in operations will receive the protection set forth in Article VIII, Section 5, of the May 13, 1971 Agreement .

5. In the application of Section 6, Article 33, agreement covering engineers, engineers who operate over the entire district on trains operated in interdivisional service established under the provisions of this agreement, without stopping to eat, will be allowed \$1.50 in addition to other allowances made for the trip.

6. Pursuant to the provisions of Section 8(e) and in the application of Section 8(a), Article 30, agreement covering engineers, the following shall govern respecting the designation of terminals of pooled freight runs:

(1) In the establishment of runs between:

Eugene and Klamath Falls
Yuma and Tucson

it shall be option of the Company as to whether one or the other of the terminals of a run will be the home terminal, or whether both terminals will be home terminals.

(a) Before exercising its option the Company shall give due consideration to the wishes of the Organization.

(b) Where two home terminals are designated and if the operation subsequently proves to be unsatisfactory, one of such terminals may be eliminated as a home terminal by the Company, and all positions of the pooled freight run at such terminal will be rebulletined pursuant to Section 10(b), Article 32, agreement covering engineers, in which case the provisions of the second paragraph of Section 5, Article VIII, of the May 13, 1971 Agreement will be applicable, or such positions may be gradually eliminated through attrition, in

which case the provisions of said second paragraph of Section 5, Article VIII, will not be applicable.

(c) If the Company elects to discontinue a home terminal by attrition of positions, the basis for re-bulletining assignments of the pooled freight run shall be agreed upon between the Company and the General Chairman.

- (2) Home terminal of the run between Oakland and Watsonville Junction shall be Oakland.
- (3) Home terminal of the run between Klamath Falls and Wendel shall be Klamath Falls.
- (4) Home terminal of the run between Colton and Yuma shall be Colton.
- (5) Home terminal of the run between Bakersfield and Colton shall be Bakersfield.
- (6) Dunsmuir shall be the home terminal for Shasta District engineers and Roseville the home terminal for Sacramento District engineers assigned to the run between Dunsmuir and Roseville.
- (7) Los Angeles shall be the home terminal for San Joaquin District engineers, and San Luis Obispo the home terminal for Coast District engineers assigned to the run between San Luis Obispo and Los Angeles.

7. The second sentence of Section 8(b), Article 30, agreement covering engineers, will not apply to engineers assigned to or filling vacancies on pooled freight runs established under the provisions of this agreement.

8. The provisions of Section 1(f), Article 30, agreement covering engineers, are modified in their application to engineers assigned to runs established under the provisions of this agreement as follows:

An engineer who is called and then released prior to the on-duty time will be allowed two (2) hours at the rate specified in Appendix "A"; if called and not used and is released at any time between the on-duty time and four (4) hours thereafter, he/she will be allowed four (4) hours at the rate specified in Appendix "A"; if called and not used and is released after four (4) hours from the on-duty time, he/she will be allowed actual time with a minimum of eight (8) hours at the rate specified in Appendix "A".

When call is annulled and no instructions given engineer with respect to further duty, the first call shall be paid for in accordance with this section, depending upon whether service was begun. Registering, comparing time, and examining bulletins are not service under this rule.

An engineer who is called and not used and is released or an engineer who is called and used and released before departing the terminal shall stand first out but shall not be subject to call for service (deadheading is not service) until he/she is fully rested under the Hours of Service Law.

When an engineer is not released but is instructed to come on duty at a later time for the service originally called for, or for some other service, or if the service called for is changed while on duty and the engineer departs in service other than that originally called for, the time of service in which used shall be computed from the time coming on duty on original call.

The paragraph next above does not apply to an engineer instructed, while on duty and after having performed service at a terminal, to deadhead from terminal to terminal, except when engineers are required to exchange trains to avoid being run around as provided in Section 5, Article 30.

9. An engineer operating on pooled freight runs established under the provisions of this agreement, when called to operate from one terminal to the other, will not be required to exchange positions with the engineer of an opposing train at the meeting point.

10. Except in case of wrecks, floods, washouts, storms or other occurrence which causes main track to be out of service, preventing movement of his/her train, an engineer in interdivisional service will not be tied up at an intermediate point and thereafter required to resume trip after obtaining legal rest.

11. An engineer whose age at his/her nearest birthday is 64 or over who is affected by the application of Article VIII of the Agreement of May 13, 1971, and thus would be required to move as a result of a change in a home terminal and who qualifies for the protective benefits set forth in Section 5 thereof may submit in writing within five (5) days of the date so affected, request that he/she be permitted to resign from the service of the Company and accept, in lieu of all other benefits and protections provided in this agreement and Agreement of May 13, 1971, a lump sum separation allowance. If said request is approved by the Company, the lump sum separation allowance to be paid shall be based upon the age of the employe as of his/her nearest birthday on the date such request is approved. The amount of the allowance shall be:

<u>Age at Nearest Birthday</u>	<u>Separation Allowance</u>
64	360 days' pay
65	300 days' pay
66	240 days' pay
67	180 days' pay
68 and over	120 days' pay

In addition, said engineer will also be paid any vacation allowance for which he/she has qualified.

Upon payment of such separation allowance and vacation pay, if any, the employment rights of the employe will be terminated.

12. Pursuant to Agreement dated June 25, 1964, as amended, the Company shall furnish suitable lodging at away from-home terminals for engineers operating on runs established under this agreement.

Where the designated lodging facility for such engineers is not within one (1) mile of the on- and off-duty point, the Company shall provide transportation.

Upon establishment of service listed under A of this agreement, the following terminals listed in Section 1, Article 13, agreement covering engineers, shall be eliminated therefrom:

Crescent Lake
 Gerber
 Santa Barbara
 Gila

Alturas
Indio
Palmdale (Indio-Palmdale and Bakersfield-Palmdale engineers only);

the terminal "San Jose (Western District)" shall be changed to read : "San Jose (Western District Pool 1 engineers only)," and the terminal "Colton (Colton-Yuma and Bakersfield-Colton engineers only)" shall be added to said list of terminals.

Upon establishment of service listed under A of this agreement, Section 2, Article 31, agreement covering engineers, shall be modified by eliminating therefrom:

Eugene and Crescent Lake
Crescent Lake and Klamath Falls
Dunsmuir and Gerber
Gerber and Roseville
San Luis Obispo and Santa Barbara
Santa Barbara and Los Angeles
Indio and Palmdale
Bakersfield and Palmdale
Los Angeles and Indio
Indio and Yuma
Yuma and Gila
Gila and Tucson
Klamath Falls and Alturas
Alturas and Wendel

and by adding thereto:

Eugene and Klamath Falls
Dunsmuir and Roseville
Dunsmuir and Oakland
Oakland and Watsonville Junction
San Luis Obispo and Los Angeles
Colton and Yuma
Colton and Bakersfield
Yuma and Tucson
Klamath Falls and Wendel

to thereby conform with the purpose and intent of this agreement to establish main line pooled freight service on the pooled freight districts added to Section 2 - Article 31, and discontinue such service (extra service in the case of the district Alturas-Wendel) as it currently exists on the pooled freight districts eliminated from said Section 2, Article 31.

Upon establishment of service listed under B of this agreement, Section 1, Article 31, agreement covering engineers, shall be modified by eliminating therefrom:

Dunsmuir and Gerber
Gerber and Sacramento-Oakland
Sparks and Sacramento
Sacramento and Oakland
San Francisco and San Luis Obispo

San Luis Obispo and Santa Barbara
Santa Barbara and Los Angeles

and by adding thereto:

Dunsmuir and Oakland
Sparks and Oakland
Oakland and San Luis Obispo
San Luis Obispo and Los Angeles

to thereby conform with the purpose and intent of this agreement to establish through passenger service assignments on the districts added to Section 1, Article 31, and discontinue such service, where it currently exists, on the districts eliminated from said Section 1, Article 31.

Upon establishment of service listed under C of this agreement, the following terminals listed in Section 1, Article 13, agreement covering engineers, shall be eliminated:

Globe
Coos Bay

Interdivisional runs covered by this agreement may be established by the Company after 7 days' notice in writing to the General Chairman, except that 30 days' notice shall be given before the following runs may be established:

Klamath Falls and Wendel
Colton and Yuma
Bakersfield and Colton

Local agreements in conflict with the handling of engineers or in the operation of runs established under the provisions of this agreement shall be of no force or effect until modified, as may be necessary, in order to conform with the changes in operation.

This agreement shall become effective at 12:01 PM, May 18, 1972, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at San Francisco, California, this 18th day of May, 1972.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ Howard D. Smith
General Chairman

**FOR THE
COMPANY:**

s/ L. W. Sloan
Manager of Labor Relations

PART F - UP EASTERN DISTRICT (UPED AGREEMENT)

APPENDIX A

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

PART I

DISCONTINUANCE OF EVANSTON, WYOMING
AS A FREIGHT DISTRICT TERMINAL

Section 1. Subject to the conditions hereinafter set forth, Evanston, Wyoming shall be discontinued as a freight district terminal for engineers engaged in pool freight and unassigned freight service and thereupon Ogden, Utah shall become the home terminal and Green River, Wyoming the away-from-home terminal for engineers working in pool freight or unassigned freight service between Ogden, Utah and Green River, Wyoming except that Evanston, Wyoming shall continue to be the home terminal for certain engineers listed on "Attachment A" hereof who elect under Option 1, Section 1, of Part III of this Agreement to work in pool freight or unassigned freight service between Evanston, Wyoming and Ogden, Utah or between Evanston, Wyoming and Green River, Wyoming.

Section 2. All provisions of the Agreement between the Union Pacific and BLE which directly or by reference provide or imply that Evanston, Wyoming shall be a freight district terminal for engineers, except for those certain engineers listed on "Attachment A" hereof, who elect Option 1 under Section 1 of Part III of this Agreement, are hereby terminated and annulled.

PART II

RETENTION OF EVANSTON, WYOMING
AS AN INTERIM PASSENGER DISTRICT TERMINAL

Evanston, Wyoming shall continue as a district terminal for engineers in regular and extra passenger service except that passenger assignments of engineers on the Seventh Seniority District-Eastern District will, on and after the effective date of this Agreement, be reviewed by the Superintendent and Local Chairman of the BLE at the end of each 90-day period, or at more frequent intervals if necessary, and the District Terminal for such assignments will be adjusted from time to time as agreed to by the Superintendent and Local Chairman.

PART III

EMPLOYEES' OPTIONS
SELECTION OF HOME TERMINAL AND PLACE OF RESIDENCE

Section 1. At any time within 90 days from January 1, 1971, engineers whose names appear on "Attachment A" hereof and who are in active service of the Company as of December 31, 1970, may elect one of the following three Options:

- Option 1. Retain Evanston, Wyoming as their place of residence and district home terminal.
- Option 2. Retain Evanston, Wyoming as their place of residence and establish Ogden, Utah as their district home terminal.
- Option 3. Establish Ogden, Utah as their place of residence and district home terminal.

Section 2. Notice of the option elected must be given in writing by the engineer to the Director Labor Relations-Eastern District and the General Chairman of BLE not later than March 31, 1971. Designation of residence and operation out of the district home terminals chosen as a result of the election of options under Section 1, Part III, of this Agreement, shall take effect April 16, 1971. However, this will not prohibit the Company from discussing property settlements or other alternative benefits referred to in Parts VI, VIII and IX, with an engineer prior to the effective date of options under this Agreement.

Section 3. The options elected under Section, Part III, of this Agreement, may not be changed except by agreement between the Director Labor Relations-Eastern District and the General Chairman of the BLE.

Section 4. Except as provided in Section 5, Part III, of this Agreement, the election of options under this Agreement may not be exercised later than March 31, 1971, except by agreement between the Director Labor Relations-Eastern District and the General Chairman of the BLE.

Section 5. Engineers listed on "Attachment A" hereof who are unable to make the election set forth in Section 1, Part III, of this Agreement on or before March 31, 1971, because of disability, discipline, leave of absence, promotion to official positions with the Company or full time assignment as a representative of the BLE or UTU-E, may, within sixty (60) days after his/her return to service as engineer, elect one of the three options as provided for in Section 1, Part III of this Agreement.

Section 6. An engineer listed on "Attachment A" here who does not elect one of the options under Section 1 or Section 5, Part III of this Agreement, within the time specified, will be considered as having selected Evanston, Wyoming as his/her district home terminal and his/her permanent place of residence for the purpose of applying this Agreement, unless otherwise agreed to by the Director Labor Relations and the General Chairman of the BLE.

PART IV

BASIS OF PAY - FREIGHT SERVICE

Section 1. Engineers whose names appear on the roster of engineers and firemen on the Seventh Seniority District-Eastern District as of May 31, 1969, except those who elect Option 1 under Section 1 of Part III of this Agreement, will be paid 200 miles at the applicable basic daily freight rate for trips in pool freight service between Ogden, Utah and Green River, Wyoming; and for deadheading between Ogden, Utah and Green River, Wyoming on freight trains will be paid 200 miles at the applicable basic deadhead rate.

Section 2. Engineers who enter the service of the Company on and after June 1, 1969 on the Seventh Seniority District-Eastern District will be paid 200 miles for trips in pool freight service between Ogden, Utah and Green River, Wyoming, with the first 100 miles to be paid for at the applicable basic

daily freight rate, and for miles in excess of 100 at the applicable mileage freight rate paid for miles in excess of 100; and for deadheading between Ogden, Utah and Green River, Wyoming on freight trains will be paid actual miles, with the first 100 miles at the applicable basic deadhead rate and for miles over 100 at the applicable deadhead mileage rate paid for miles in excess of 100.

PART V

BASIS OF PAY - PASSENGER SERVICE

Section 1. Engineers whose names appear on the roster of engineers and firemen on the Seventh Seniority District-Eastern District as of May 31, 1969, except those who elect Option 1 under Section 1, Part III of this Agreement, will be paid 200 miles at the applicable basic daily passenger rate for trips in passenger service between Ogden, Utah and Green River, Wyoming; and for deadheading between Ogden, Utah and Green River, Wyoming on passenger trains, will be paid 200 miles at the applicable basic deadhead rate.

Section 2. Engineers who enter the service of the Company on and after June 1, 1969 on the Seventh Seniority District-Eastern District, will be paid for trips in passenger service between Ogden, Utah and Green River, Wyoming on the basis of actual miles, with the first 100 miles paid for at the applicable basic daily passenger rate, for miles over 100 at the applicable mileage passenger rate paid for miles in excess of 100; and for deadheading between Ogden, Utah and Green River, Wyoming on passenger trains, will be paid actual miles, with the first 100 miles paid for at the applicable basic deadhead rate, and for miles over 100 at the applicable deadhead mileage rate paid for miles in excess of 100.

PART VI

PROTECTION AGAINST LOSS FROM SALE OF HOMES

Section 1. The following provisions shall apply to engineers listed on "Attachment A" hereof who, on December 31, 1970, own their homes at Evanston, Wyoming and maintain their permanent place of residence at that point, or who are under contract to purchase their homes at Evanston, Wyoming, or who hold an unexpired lease on a dwelling occupied by them as their homes at Evanston, Wyoming and who elect to change their permanent place of residence from Evanston, Wyoming to Ogden, Utah pursuant to Option 3 under Section 1, Part III of this Agreement:

- a.** If the engineer owns his/her home at Evanston, he/she shall, at his/her option, be reimbursed by the Carrier for any loss suffered in the sale of his/her home for less than its fair market value. In each case, the fair market value of the home in question shall be determined as of a date sufficiently prior to the transfer to be unaffected thereby. The Carrier shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other party.
- b.** If the engineer is under a contract to purchase his/her home, the Carrier shall protect him/her against loss to the extent of the fair market value of any equity he/she may have in the home and, in addition, shall relieve him/her from any further obligations under his/her contract.
- c.** If the engineer holds an unexpired lease on a dwelling occupied by him/her as his/her home, the Carrier shall protect him/her from all loss and cost in securing cancellation of said lease.

Section 2.

- a. Should a controversy arise with respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, or any other question in connection with these matters, it shall be decided through joint conference between the General Chairman of the BLE and the Director Labor Relations - Eastern District and, in the event they are unable to agree, the dispute may be referred by either party to a Board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives of the Employees and the Carrier, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser; or to select some person authorized to name the third appraiser; and in the event of failure to agree, then the president of the local board or association of realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive.

The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

- b. The term "home" as used herein means the single primary place of abode of a locomotive engineer which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

PART VII

MOVING EXPENSES

In addition to the protection against loss from sale of homes provided for in Part VI of this Agreement, it is recognized there will be certain moving expenses and loss of time by an employee electing to move his/her place of residence from Evanston, Wyoming to Ogden, Utah; therefore, any engineer home owner or engineer who is maintaining a bona fide permanent residence at Evanston, Wyoming who elects to move his/her place of residence from Evanston, Wyoming to Ogden, Utah pursuant to Option 3 under Section 1, Part III of this Agreement, will be paid the sum of Five Hundred Dollars (\$500.00) and five (5) basic days at the rate of the last service performed.

PART VIII

TRAVEL ALLOWANCE

Section 1. Engineers listed on "Attachment A" hereof elect Option 2 under Section 1 of Part III of this Agreement and for whom, as of December 31, 1970, Evanston, Wyoming is their permanent place of residence and who do not elect to transfer their place of residence to Ogden, Utah and who therefore travel back and forth between Evanston, Wyoming and Ogden, Utah to perform freight and passenger service will be paid a travel allowance in the amount of \$12.50 for each round trip Evanston to Ogden and return. For the purpose of applying this Part VIII permanent residences will consist of a single unit

dwelling or duplex, trailer or mobile home, owned by the engineer, or a rented domicile, any of which serve as the engineer's permanent place of residence. The allowance provided for in this Part VIII will be paid only so long as the eligible employee continues in service, maintains his/her permanent residence at Evanston, Wyoming, and does the required traveling for which the allowance is paid.

Section 2. Engineers listed on "Attachment A" hereof, who elect Option 2 under Section 1, Part III of this Agreement, and who, as of December 31, 1970, own their home or are under a contract to purchase a home in Evanston, Wyoming who do not elect to transfer their place of residence to Ogden, Utah, may elect to accept a lump sum payment in an amount equal to sixty-seven percent (67%) of the fair market value of their home in lieu of the travel allowance provided for in Part VIII, Section 1, hereof. This payment, at the option of the eligible employee, may be paid in two or more annual installments.

Should a controversy arise with respect to the fair market value of the home, it shall be decided through joint conference between the General Chairman of the BLE and the Director Labor Relations-Eastern District of the Carrier, and in the event they are unable to agree, the dispute may be referred by either party to a Board of three competent real estate appraisers selected in the following manner: One to be selected by the representatives of the Employees and the Carrier, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree, then the president of the local board of association of realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

PART IX

RETIREMENT ALLOWANCES

Section 1. In order to minimize the number of engineers required to transfer and change residences in the application of this Agreement, engineers listed on "Attachment A" hereof may, at the Carrier's option, be given the opportunity to resign and accept a retirement allowance in lieu of all other benefits provided by this Agreement. The amount of the retirement allowance will be based upon the age of the engineer as of his/her 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/her 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 (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 IX 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/her retirement.

PART X

ENGINEERS RESIDING AT OGDEN

In view of the fact that engineers who maintain their permanent residence at Ogden, Utah have maintained temporary living quarters at Evanston, Wyoming will incur some moving expenses, all such engineers will be allowed a lump sum payment in the amount of Four Hundred Dollars (\$400.00) to cover any necessary moving expenses involved.

PART XI

NO DUPLICATION OF BENEFITS

The making of any election or the acceptance of any benefits under Parts VI, VII, VIII and/or IX of this Agreement by engineers listed on "Attachment A" hereof shall constitute a satisfaction and waiver of the same or similar benefits or election of benefits to which any such employee shall be or may become entitled under any other agreement as the result of a change of home terminal from Evanston, Wyoming to Ogden, Utah. Any employee who has elected or accepted the same or similar benefits provided for under Parts VI, VII, VIII and/or IX of this Agreement under any other agreement shall not be and shall not become entitled to any of the benefits or election of benefits under Parts VI, VII, VIII and/or IX of this Agreement.

PART XII

STANDBY FACILITIES

Engineers on the Seventh Seniority District of the Eastern District who elect Evanston, Wyoming as their place of residence but establish Ogden, Utah as their district home terminal under Option 2 of Section 1, Part III of this Agreement, and travel back and forth between Evanston, Wyoming and Ogden, Utah to perform freight and passenger service in accordance with Part VIII of this Agreement, shall not be entitled to away-from-home expense payments under Article II of the June 25, 1964 National Agreement at either Evanston or Ogden. The Carrier will designate the Ben Lemon Hotel, or any equivalent facility at Ogden, Utah for the use of engineers who are standing by at that point waiting for a call for service or for their use when necessary immediately after completion of service.

PART XIII

ESTABLISHMENT OF THREE FREIGHT POOLS

Section 1. Effective April 16, 1971 three freight pools will be established for engineers on the Seventh Seniority District-Eastern District. One pool will operate between Evanston and Ogden with home terminal at Evanston (hereinafter referred to as the Evanston-Ogden pool); one pool will operate between Evanston and Green River with home terminal at Evanston (hereinafter referred to as the Evanston-Green River pool); and one pool will operate between Ogden and Green River with home terminal at Ogden (hereinafter referred to as the Ogden-Green River pool).

Section 2. The Evanston-Ogden and Evanston-Green River pools will be manned by engineers on the Seventh Seniority District-Eastern District who elect Option 1 under Section 1, Part III of this Agreement. The Ogden-Green River pool will be manned by engineers on the Seventh Seniority District-Eastern District other than those who elect Option 1 under Section 1, Part III of this Agreement.

Section 3. The proportion of work accruing to the different pools will be determined on the basis of the percentage of engineers in the Ogden-Green River pool and the engineers in the Evanston-Ogden and Evanston-Green River pools bears to the total number of engineers assigned in the three pools. Engineers will be called at Ogden from the Ogden-Green River pool and Evanston-Ogden pool in accordance with the ratio determined under this Section 3, Part XIII of this Agreement.

Section 4. The Superintendent and Local Chairman of the BLE will meet periodically for the purpose of making whatever adjustments are necessary to maintain the ratio in the apportionment of work to engineers in the Ogden-Green River, Evanston-Ogden and Evanston-Green River pools.

PART XIV

EXTRA BOARDS

~~**Section 1.**~~ An extra list of engineers will be maintained at Evanston, Wyoming, as provided for herein, to protect all vacancies, including vacation vacancies, in the Evanston-Ogden and Evanston-Green River freight pools in assigned and unassigned local and work train service originating between Evanston and Green River, including Evanston, and in yard service at Evanston

Section 2. An extra list of engineers will be maintained at Ogden, Utah as provided for herein to protect all vacancies including vacation vacancies in the Ogden-Green River freight pool, and in assigned and unassigned local and work train service originating between Ogden and Evanston.

Section 3. An engineer assigned to the extra board at Evanston shall be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable to locomotives weighing between 1,000,000 and 1,050,000 pounds.

An extra engineer available for service from the extra board the entire month shall receive his/her actual earnings, but not less than the monthly guarantee provided herein. The monthly guarantee will be reduced 117 miles for each day or portion thereof an engineer is not available for service from the extra board; and such extra engineer shall receive his/her actual earnings but not less than that portion of the monthly guarantee for which such extra engineer qualifies.

~~When mileage accruing to the extra board for engineers at Evanston is reduced to the point where it is~~

~~averaging 2500 miles per month or its equivalent, it may be eliminated.~~

Section 4. A guaranteed extra board of 3500 miles per month will initially be maintained at Ogden, Utah and will continue to be maintained for as long as there are insufficient miles accruing to such extra board to require the establishment of a standard extra board under the provisions of Rule 121 of the current rules agreement.

An engineer assigned to such guaranteed extra board at Ogden shall be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable to locomotives weighing between 1,000,000 pounds and 1,050,000 pounds. Such engineer available for service from the extra board the entire month shall receive his/her actual earnings but not less than the monthly guarantee provided herein.

The monthly guarantee will be reduced 117 miles for each day or portion thereof an engineer is not available for service from the extra board; and such extra engineer shall receive his/her actual earnings but not less than that portion of the monthly guarantee for which such extra engineer qualifies.

PART XV

TURNAROUND SERVICE

~~**Section 1.** — Engineers on the Ogden Extra Board will be called for turnaround trips originating at Ogden. Engineers on the Evanston Extra Board will be called for turnaround trips originating at Evanston.~~

Section 2. Turnaround service originating at Green River will be protected by the pool freight engineer standing first out at Green River. Engineers used in turnaround service out of Green River will be placed first out not less than eight (8) hours after completion of turnaround trip, and will not be used for a second turnaround trip.

PART XVI

CHANGES IN THE SCHEDULE AGREEMENT

Section 1. Effective April 16, 1971, the following changes in rules in the basic Agreement between the Company and the BLE shall become effective for application only to engineers on the Seventh Seniority District-Eastern District.

Section 2. Paragraph (1) of Rule 19(a), "Initial Terminal Delay," is modified to read:

"(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."

Section 3. Paragraph (a) of Rule 17, "Overtime", is modified to read:

"(a) On runs of 100 miles or less, in all road service other than passenger, overtime will begin at the expiration of eight hours. On runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2, or in any case, when on duty in excess of 12 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 other power used."

Section 4. Engineers who retain their place of residence at Evanston, Wyoming under Option 2, Section 1, Part III of this Agreement, will be called for freight or passenger service out of Ogden as nearly as practicable two and one-half hours before required to report for duty.

When an engineer is given a call of less than two hours and thirty minutes before his/her on duty time resulting in the train for which called leaving Ogden prior to his/her arrival, the engineer will be allowed 100 miles at the rate of last service performed and will be used on the next train leaving Ogden after his/her arrival. The engineer will then be restored to his/he proper turn upon reaching Green River or after reaching Ogden on the return trip.

Section 5. Disciplinary hearings involving an engineer who elects to retain his/her place of residence at Evanston, Wyoming under Option 1 or 2, Section 1, Part III of this Agreement, will be held at Evanston except where a majority of the crew involved resides elsewhere, in which event the hearing will be held at the terminal where a majority of the crew resides.

An engineer who has elected Option 1 or 2 under Section 1, Part III of this Agreement, who is required to attend an investigation at Ogden, will be paid the travel allowance specified in Section 1, Part VIII of this Agreement, and necessary expenses incurred as a result of attending the investigation.

Section 6. Rule 29, "Meals", is supplemented as follows:

"Engineers on the Seventh Seniority District-Eastern District will be allowed time for meal at Evanston, Wyoming when they have been on duty five hours and it is apparent the trip cannot be completed within eight hours, provided they notify the dispatcher sufficiently in advance if possible to avoid delay to other trains."

PART XVII

MODIFICATIONS - AMENDMENTS

Section 1. 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.

Section 2. The provisions of this Agreement pertain to the elimination of Evanston, Wyoming as a passenger and freight district terminal and matters related thereto. The terms are based upon the particular aspect of that situation and consequently the provisions of this Agreement will not constitute a precedent in any other situation.

Section 3. In the event any new agreements, either national or between the parties to this Agreement which have general application to the Union Pacific Railroad-Eastern District, shall be entered into in the future covering the establishment of interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger or freight service, such future agreements shall not apply to this Agreement and neither party shall utilize the procedures or claim any of the benefits of such future agreements with respect to this transfer of the freight and passenger district terminal for engineers on the Seventh Seniority District-Eastern District from Evanston, Wyoming to Ogden, Utah; and the making of any election or acceptance of any of the benefits of this Agreement shall constitute full satisfaction and waiver of any benefits under such future agreements with respect to this transfer of the freight and passenger district terminal for engineers on the Seventh Seniority District-Eastern District from Evanston, Wyoming to Ogden, Utah.

PART XVIII

EFFECTIVE DATE

This Agreement shall become effective January 1, 1971 and will remain in full force and effect until changed in accordance with the provisions of the Railway labor Act, as amended.

Dated at Salt Lake City, Utah, this 15th day of December, 1970.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**UNION PACIFIC RAILROAD
COMPANY**

s/ E. G. Becker
General Chairman

s/ J. H. Kenny
Director Labor Relations
(Eastern District)

APPROVED:

s/ J. R. Birrell
Assistant Grand Chief Engineer

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED DECEMBER 15, 1970 BETWEEN UNION PACIFIC RAILROAD COMPANY (EASTERN DISTRICT) AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING DISCONTINUANCE OF EVANSTON, WYOMING AS A DISTRICT TERMINAL

NOTE: References to Sections and Parts are to the Agreement dated December 15, 1970.

PART II and PART XIII - Section 4

It is understood the Local Chairman of the BLE will receive full cooperation of the Superintendent and will be given reasonable authority to carry out the intent of the aforementioned Parts of the Agreement dated December 15, 1970 insofar as it pertains to the rights of engineers, and does not infringe upon the rights of any other craft.

PART III - Section 3

It is understood the change of options by agreement referred to in Part III, Section 3, is intended to apply to those instances where conditions involving an individual employee have changed so that it would be to the best interest of the employee and the Carrier to permit such employee to change his/her option. In those circumstances, the General Chairman of the Brotherhood of Locomotive Engineers and the Director Labor Relations-Eastern District are empowered under Part III, Section 3, to enter into an agreement to permit the change in option.

PART VIII - Section 1

It is understood the travel allowance under Part VIII, Section 1, will be paid to engineers who elect to transfer their place of residence from Evanston, Wyoming to Ogden, Utah under Option 3 of Part III for trips made on and after April 1, 1971, but such allowance will cease as of June 15, 1971.

PART XIV

It is understood interested parties will meet prior to March 31, 1971 to work out an arrangement providing for the use of the senior available promoted man at the source of supply where the extra board is located.

PART XVI - Section 3

It is understood that in the event a national agreement or an agreement negotiated by the parties to this Agreement having general application to Union Pacific Railroad-Eastern District, covering the establishment of interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger and freight service, shall be negotiated in the future and such agreement or agreements contain a provision to grant overtime after eight hours on runs of over 100 miles, such provision will be substituted for Part XVI - Section 3, of the Agreement dated December 15, 1970.

PART XVI - Section 4

When an engineer is given a call of 2-1/2 hours or more for service at Ogden under Part XVI - Section 4, and is prevented from reaching Ogden in time for his/her call because of an act of God or other reason beyond his/her control, he/she will be placed first out at Ogden upon his/her arrival and will be restored to

his/her proper turn upon reaching Green River or after reaching Ogden on the return trip.

This will not relieve the employee of his/her obligation of making every reasonable attempt to notify the Company of any anticipated delay.

No runarounds will be payable as a result of the application of this provision.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**UNION PACIFIC RAILROAD
COMPANY**

s/ E. G. Becker
General Chairman

s/ J. H. Kenny
Director Labor Relations
(Eastern District)

APPROVED:

s/ J. R. Birrell
Assistant Grand Chief Engineer

Salt Lake City, Utah
December 15, 1970

MEMORANDUM OF UNDERSTANDING

THE FOLLOWING UNDERSTANDINGS WERE AGREED TO IN MEETINGS AT EVANSTON, WYOMING ON FEBRUARY 15 AND 16, 1971 AND SHALL APPLY TO AGREEMENT DATED DECEMBER 15, 1970 BETWEEN UNION PACIFIC RAILROAD COMPANY (EASTERN DISTRICT) AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING DISCONTINUANCE OF EVANSTON, WYOMING AS A DISTRICT TERMINAL.

NOTE: References to Sections and Parts are to the Agreement dated December 15, 1970.

PART II: Change to read:

Ogden, Utah will be the district home terminal and Green River, Wyoming the away-from-home terminal for engineers in regular and extra passenger service. Engineers electing Option 1 under Section 1, Part III of this Agreement shall retain all rights to passenger service and shall qualify for the travel allowance specified under Section 1, Part VIII, of this Agreement when assigned to passenger service at Ogden.

PART VIII, Section 1: Add the following:

Engineers who elect Option 1 under Section 1, Part III of this Agreement who are unable to hold an assignment as engineer at Evanston and who must work at Ogden as engineer or demoted engineer shall qualify for the travel allowance specified under Section 1, Part VIII of this Agreement.

PART XIII, Section 3: Change to read:

The proportion of work accruing to the different pools will be determined on the basis of the percentage of engineers in the Ogden-Green River pool and the engineers in the Evanston-Ogden and Evanston-Green River pools bears to the total number of engineers assigned in the three pools. The proportion of mileage accruing to the different pools will be determined by two separate mileage checks, one governing engineers in the Ogden-Green River pool and one governing engineers in the Evanston-Ogden and Evanston-Green River pools. The mileage will be determined separately for each pool under present mileage regulations.

PART XIII, Section 4: Change to read:

The Superintendent and local Chairman of the B of LE will cooperate to control the number of trains operated by engineers who have elected Option 1 under Section 1, Part III of this Agreement to assure that mileage regulations are complied with.

PART XIII, Add Section 5, reading:

Engineers who elect Option, 1 under Section 1, Part III of this agreement working in the Evanston-Ogden and Evanston-Green River pools will be placed first out at their away-from-home terminal not less than 8 hours after time tied up.

PART XIV, Section 1: Delete

PART XIV, Section 2: Change to read:

An extra list of engineers will be maintained at Ogden, Utah as provided for herein to protect all

vacancies including vacation vacancies in the Ogden-Green River freight pool, and in assigned and unassigned local and work train service originating at or between Ogden and Green River, excluding Evanston. Pool freight engineers at Evanston will protect short turnaround service out of Evanston and temporary vacancies in yard service at Evanston.

NOTE: Yard service at Evanston, except temporary vacancies, will be protected by engineers at Ogden.

PART XIV, Section 3: Change first paragraph to read:

When at the option of the Company, an extra list for engineers is established at Evanston, Wyoming, engineers assigned thereto will be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable to locomotives weighing between 1,000,000 and 1,050,000 pounds.

Retain Paragraphs 2 and 3 of Section 3. Delete Paragraph 4 of Section 3.

PART XV, Section 1: Delete

PART XV, Section 2: Change to read:

Turnaround service originating at Green River, Wyoming will be protected by engineers in the Ogden-Green River pool. Engineers used in turnaround service out of Green River will be placed first out not less than eight (8) hours after completion of turnaround trip, and will not be used for a second turnaround trip.

Dated at Omaha, Nebraska this 18th day of February, 1971.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**UNION PACIFIC RAILROAD
COMPANY**

s/ E. G. Becker
General Chairman

s/ J. H. Kenny
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY
Department of labor Relations
Eastern District

J. H. Kenny
Director Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

P. A. Jordan
Asst. Director Labor Relations

E-013-22-48

April 3, 1971

E. G. Becker, General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska 68102

Dear Sir:

This refers to our various agreements dealing with the Evanston run-through:

1. The provisions of Part XVI, Section 4, of the agreement dated December 15, 1970 will apply to any engineer who has elected to maintain his/her residence at Evanston under any Evanston run-through agreement.
2. The "Memorandum of Understanding" dated February 18, 1971, reads in part:

"PART XIII: "Add Section 5, reading:

'Engineers who elect Option 1 under Section 1, Part III of this Agreement working in the Evanston-Ogden and Evanston-Green River pools will be placed first out at their away from home terminal not less than 8 hours after time tied up.' "

There has been some confusion about this provision. It was the intent of the parties that engineers electing Option 1 under Section 1, Part III, would not remain at the away-from-home terminal more than 8 hours from tie-up time without being placed first out; and that there was nothing to prevent such from being placed first out prior to the expiration of this 8-hour period.

If the above fairly represents the understandings we have reached in connection with these matters, please so indicate by affixing your signature below, returning the original to me.

Yours truly,

s/ J. H. Kenny

ACCEPTED:

s/ E. G. Becker
General Chairman, BofLE

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations
Eastern District

J. H. Kenny
Director Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

P. A. Jordan
Asst. Director Labor Relations

E-013-22-48

April 3, 1971

E. G. Becker, General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska 68102

Dear Sir:

Referring to the BLE Evanston Agreement of December 15, 1970 and the related understandings:

The Memorandum of Understanding dated February 18, 1971 modified Part XIII by the addition of Section 5, to provide that Evanston engineers would stand first out at their away-from-home terminal not less than 8 hours after time tied up. On April 3, 1971 we clarified the intent of this modification, stating that Option 1 engineers were not to remain at the away-from-home terminal more than 8 hours; the engineer could stand first out any time, but must be placed first out not later than 8 hours after tie-up at the away-from-home terminal.

The February 18, 1971 Understanding also changed Section 2 of Part XV to read:

"Turnaround service originating at Green River, Wyoming will be protected by engineers in the Ogden-Green River pool. Engineers used in turnaround service out of Green River will be placed first out not less than eight (8) hours after completion of turnaround trip, and will not be used for a second turnaround trip."

This will confirm that an Ogden-Green River engineer used for turnaround service out of Green River can be placed first out in less than 8 hours, but must be placed first out not later than 8 hours after tie-up.

Should an Evanston engineer and an Ogden engineer stand first out at the same time at Green River, the Evanston engineer will be called first.

Please sign and return the original of this letter.

Yours truly,

s/ J. H. Kenny

ACCEPTED:

s/ E. G. Becker
General Chairman, BofLE

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

SHORT TURNAROUND SERVICE AT GREEN RIVER
OGDEN-GREEN RIVER (SEVENTH) DISTRICT

IT IS AGREED:

PART XV, Section 2, of the Evanston Agreement dated December 15, 1970 and the supplemental understandings dated February 18 and May 3, 1971 relating to short turnaround service out of Green River by Seventh District engineers are modified by the following provisions:

1. Turnaround service originating at Green River will be protected by engineers from the Ogden-Green River pool. Ogden engineers used in turnaround service out of Green River will stand first out 4 hours after completion of such turnaround service, subject to the provisions of Section 2 below, and will not be used for a second turnaround trip.

2. When an Evanston-Green River engineer has become first out before such Ogden engineer is eligible to be placed first out after completion of turnaround service as provided by Section 1 hereof, the Evanston engineer will stand for service ahead of such Ogden engineer.

3. The provisions of this agreement shall become effective December 19, 1971.

Dated at Omaha, Nebraska this 29th day of November, 1971.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ E. G. Becker
General Chairman

**FOR THE
UNION PACIFIC RAILROAD
COMPANY**

s/ J. H. Kenny
Director Labor Relations

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

RETURN FROM LAYOFF
SEVENTH SENIORITY DISTRICT - OGDEN-GREEN RIVER

IT IS AGREED:

The following provisions shall apply to Seventh District engineers assigned to the Ogden-Green River pool who are granted permission to absent themselves from duty (layoff):

SECTION 1. When an Ogden engineer lays off, his/her turn shall remain in rotation, unless it becomes first-out, not to exceed 36 hours from time of layoff. If the turn becomes first-out prior to return of such engineer, it shall retain that standing until expiration of the 36-hour period.

SECTION 2. An Ogden engineer shall not lose his/her relative standing on the board, provided he/she returns to duty within 36 hours from time of layoff; however, he/she shall establish a new position on the board if his/her turn stands first-out on his/her return.

SECTION 3. When an engineer fails to return to duty within 36 hours from time of layoff, his/her turn will remain in rotation; however, if the turn becomes first-out prior to the engineer's return, it shall be filled from the extra board.

SECTION 4. This agreement shall be effective February 6, 1972 and will terminate 10 days after written notice is served by either party.

Dated at Omaha, Nebraska this 20th day of January, 1972.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**FOR THE
UNION PACIFIC RAILROAD
COMPANY**

s/ E. G. Becker
General Chairman, BofLE

s/ J. H. Kenny
Director Labor Relations

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

VACATING AMTRAK PASSENGER SERVICE
EVANSTON ENGINEERS

IT IS AGREED:

Co-effective with the establishment of Amtrak passenger service on a daily basis between Ogden and Green River commencing June 11, 1972, the following provisions shall apply to Evanston engineers who may become assigned to such passenger service:

1. An Evanston engineer assigned to passenger service between Ogden and Green River may, after completion of not less than five round trips, vacate the passenger assignment by service of written notice to the engine dispatcher and the BLE Local Chairman.
2. Upon receipt of such written notice the engineer will be released from the passenger assignment and permitted to exercise his/her seniority to service protected by Evanston engineers.
3. The passenger vacancy will be bulletined for seniority choice and will be protected during the life of the bulletin by the senior available freight engineer in accordance with the effective Schedule of Rules.
4. This agreement shall be effective during the period Amtrak passenger service operates on a daily basis, except that it will terminate ten days after written notice is served by either party.

Dated at Omaha, Nebraska this 1st day of June 1972.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ E. G. Becker
General Chairman, BofLE

**FOR THE
UNION PACIFIC RAILROAD
COMPANY**

s/ J. H. Kenny
Director Labor Relations

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

GUARANTEED FREIGHT POOL
SEVENTH SENIORITY DISTRICT - EVANSTON

IT IS AGREED that effective July 1, 1975:

1. Engineers who chose Option 1 under Section 1, Part III of the Evanston Run-through Agreement between the Carrier and the BofLE, dated December 15, 1970, who are thereby assigned to the Evanston-Ogden and Evanston-Green River freight pools as provided in Part XIII of the December 15, 1970 Agreement and as amended by "Memorandum of Understandings" dated December 15, 1970, shall be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable in the weight-on-driver bracket of 1,000,000 to 1,050,000 pounds, (\$52.29, effective January 1, 1975). This rate is subject to future general wage adjustments.
2. The guarantee shall 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. All earnings shall be applied to the guarantee.
3. This agreement shall become effective July 1, 1975 and shall automatically terminate thirty (30) days after service of written notice by either party upon the other of desire to terminate it.

Dated at Omaha, Nebraska this 4th day of June, 1975.

**FOR THE
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ E. G. Becker
General Chairman, BofLE

**FOR THE
UNION PACIFIC RAILROAD
COMPANY**

s/ J. H. Kenny
Director Labor Relations

APPENDIX 11.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(Northwestern District – Idaho Division Territory: Granger – Huntington McCammon – Butte South-Central District – Utah Division Territory: Salt Lake City – McCammon)

SUPPLEMENTAL UNDERSTANDINGS AND RULE MODIFICATIONS

IT IS AGREED:

Section 1. (a) The Note under Section (a) of BLE Rule 35 of the currently effective Agreement (1956 Schedule of Agreement) reads as follows --

Note: The phrase ‘train leaves the terminal’ means when the train actually starts on its road trip from the yard track where the train is first made up.”

A similar note has been carried forward in the Interdivisional Service Agreement of April 17, 1972, Part III (Rule Changes and Modifications), Section 1; paragraph (a) – Initial Terminal Delay – Freight Service.

(b) For application at Pocatello, Idaho only and for westward and northward trains only, and which trains depart and operate via Sherman Street, initial terminal delay time under the governing initial terminal delay time rules shall be computed from time of reporting for duty up to the time the caboose of such westward and northward trains have actually passed Sherman Street, in applying the rule specified in Section I(a).

(c) At all terminals the terms and provisions of Section J of the letter agreements which relate to the application of Part III (a) i) – Initial Terminal Delay – shall, apply only after interdivisional service is actually instituted. In a particular territory or territories pursuant to notices served in accordance with Section 3, Part I of the Interdivisional Service Agreement dated April 17, 1972.

Section 2. (a) Where, because of the Hours of Service Act and/or other emergency factors, engineers of trains operating in interdivisional service in either direction (eastward or westward) are tied up or released en route at any point east of Montpelier, Idaho, except Granger, Wyoming or points east thereof in the case of eastward trains, and it becomes necessary to provide a relief engineer to handle the train to a designated interdivisional terminal (Green River, Wyoming in the case of eastward trains and Pocatello, Idaho in the case of westward trains), such relief crew service will be protected by the first-out interdivisional service engineer at Green River, Wyoming, except as provided in Note 4 below –

Note 1: An engineer used for short turnaround service from Green River, Wyoming to a point west of Granger, Wyoming and return to Green River, Wyoming pursuant to and under the conditions prescribed in subsection (a) of Section 2 of this Supplemental Understanding shall, for the purposes of applying this Agreement, be considered as having

been inducted into interdivisional service in applying the terms and provisions of the Interdivisional Service Agreement of April 17, 1972.

Note 2: An engineer used for short turnaround service from Green River, Wyoming to a point west of Granger. Wyoming pursuant to and under the conditions prescribed in subsection (a) of Section 2 of this Supplemental Understanding shall be placed first out upon completion of the turnaround service and will not, if other interdivisional service engineers are rested and available for service at the terminal of Green River. Wyoming, be used for a second tour of duty in turnaround service from such first-out position but will be called, after rested and available for service, from such first out position for the next straightaway trip in interdivisional service to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal.

Note 3: Insofar as the provisions of subsection (a) of Section 2 of this Supplemental Understanding apply to the operations therein described, neither the first-in first-out provisions in the schedule agreement nor the penalty provisions of the turnaround or not-called-in-turn rule of the schedule agreement shall apply.

Note 4: Nothing in subsection (a) of Section 2 of this Supplemental Understanding shall be construed or interpreted so as to preclude the use, including the deadheading, of engineers from Pocatello, Idaho to any point east of Montpelier, Idaho and west of Granger, Wyoming for the purpose of handling eastward trains operating in interdivisional service to the interdivisional terminal of Green River, Wyoming, in which case the terms and provisions of subsection (a) of Section 2, including Notes 1, 2 and 3, shall not be applicable.

(b) Where, because of the Hours of Service Act, and/or other emergency factors, engineers handling westward trains in interdivisional service are tied up or released at any point west of Montpelier, Idaho and it becomes necessary to provide a relief crew to handle the train to the designated interdivisional terminal (Pocatello, Idaho), such relief crew service will be protected by extra engineers in accordance with the governing and controlling rule of the respective schedule agreements, except as provided in Note 2 below.

Note 1: Extra engineers called and used pursuant to and under the conditions prescribed in subsection (b) of Section 2 of this Supplemental Understanding shall not, for the purpose of applying this Agreement, be considered as having been inducted into interdivisional service and none of the terms and provisions of the Interdivisional Service Agreement of April 7, 1972 shall apply.

Note 2: Nothing in subsection (b) of Section 2 of this Supplemental Understanding shall be construed or interpreted so as to preclude the use, including the deadheading, of engineers from Green River, Wyoming to any point west of Montpelier, Idaho for the purpose of handling a westward train operating in interdivisional service to the interdivisional freight terminal of Pocatello, Idaho, in which case, the terms and provisions of subsection (b) of Section 2, including Note 1, shall not be applicable.

Section 3. The terms and provisions of Section 1, paragraph (b) of this Supplemental Understanding for applying the "Note" under the initial terminal delay time rule shall be effective as of July 1, 1972 and shall be applicable to the present 75 (1 hour 15 minutes) minutes rule as currently contained in the

governing BLE Schedule Agreement and such provisions will be coextended in their application to other westward and northward trains departing Pocatello and operating via Sherman Street under the Interdivisional Service Agreement on the date interdivisional service is actually established and inaugurated in the territories specified in subsection (b), Section 1 of Part I (Pocatello to Nampa) and subsection (d) Section 1 of Part I (Pocatello to Dillon).

Dated and signed at Pocatello, Idaho this 1st day of July, 1972.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

s/ N. B. Beckley
Director Labor Relations System

s/ A. Lott
Director Labor Relations S C D

APPENDIX 12.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Northwestern District – Idaho Division South-Central District – Utah Division
Territory: Granger – Huntington Salt Lake City-Butte)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Rule Modifications

IT IS AGREED:

Section 1. (a) Section (a) of Rule 112 (Deadheading) in the BLE Schedule Agreement of April 1, 1956 is amended to read as follows:

- (a) Except as provided in Section (b), engineers deadheading on Company business shall be paid for the actual miles deadheaded at the rate of .4058 cents* per mile; provided, however, that a minimum day (100 miles) at the rate herein specified will be paid for the deadhead trip if no other service is performed within twenty-four hours from the time called to deadhead. Deadheading occasioned by the exercise of seniority or in the application of mileage regulations shall not be compensable or payable.

*Denotes basic rate of pay with firemen applicable to through freight service for engines weighing 700,000 to 750,000 pounds on the drivers.

- (b) Section (b) of Rule 112 (Deadheading) in the BLE Schedule Agreement of April 1, 1956 is amended to read as follows –

(b) Engineers will be deadheaded on freight trains or other means of transportation as instructed at time of call; provided, however, that where the distance deadheaded is less than 50 miles a minimum of 50 miles will be allowed; where the distance deadheaded is greater than 50 miles but less than 100 miles, a minimum of 100 miles will be allowed.

Section 2. The terms and provisions of Section 1 of this Agreement shall be effective as of the date the Interdivisional Service Agreement is signed between the Company and the BLE Organization, notwithstanding the fact that interdivisional service may not, pursuant to such Interdivisional Service Agreement, be established as of the date this agreement is signed by the parties to this agreement.

Signed and dated at Pocatello, Idaho this 17th day of April, 1972.

(Signatures Omitted)

APPENDIX 13.

UNION PACIFIC RAILROAD COMPANY Department of Labor Relations

June 30, 1972

Mr. W. B. Gaskins
General Chairman, BLE 411
Spaulding Building
Pocatello, Idaho 83201

Dear Mr. Gaskins:

This has reference to our discussions in conference at Pocatello, Idaho on June 8, 1972 in connection with the Basic Interdivisional Service Agreement and the Agreement entitled, "Supplemental Understandings and Rule Modifications," particularly Sections I(a) and (b), which read as follows--

"The Note under Section (a) of BLE Rule 35 of the currently effective agreement reads as follows--

"NOTE: The phrase 'train leaves the terminal' means when the train actually starts on its road trip from the yard track where the train is first made up.

"A similar note has been carried forward in the Interdivisional Service Agreement of April 17, 1972, Part III (Rule Changes and Modifications), Section 1, paragraph (a) – Initial Terminal Delay – Freight Service.

"(b) For application at Pocatello, Idaho only and for westward and northward trains only, and which trains depart and operate via Sherman Street, initial terminal delay time under the governing initial terminal delay time rules shall be computed from time of reporting for duty up to the time the caboose of such westward and northward trains have actually passed Sherman Street in applying the rules specified in Section I (a)."

It is understood and agreed that in the application of initial terminal delay time under the governing and applicable rules, i.e., Section (a) of BLE Rule 35, shall not start to accrue until the elapse of one hour and fifteen minutes (1'15") computed from the time of reporting for duty, until or unless interdivisional service is established for westward and northward trains, in which event, initial terminal delay shall not start to accrue until the elapse of thirty minutes (30") computed from the time of reporting for duty; however, in either case, for such westward and northward trains, operated via Sherman Street, the initial terminal delay time under such computations shall continue until the caboose of each westward and northward train has passed Sherman Street.

The above records the understanding which we reached in the conference and your signature in the space provided shall constitute confirmation thereof.

Yours truly,

s/ N. B. Beckley

s/ A. Lott

ACCEPTED:

s/ W. B. Gaskins

General Chairman, B L E

UNION PACIFIC RAILROAD COMPANY
Department of Labor Relations

June 29, 1972

Mr. W. B. Gaskins
General Chairman, BLE
411 Spaulding Building
Pocatello, Idaho 83201

Dear Mr. Gaskins:

In the conferences held at Pocatello, Idaho and Portland, Oregon on the issues of interdivisional service, the Organization contended that certain alleged sharp practices were being indulged in by the Company so as to defeat both held-away-from-home terminal time payments and allowances for the second meal period to engineers who might, except for such alleged sharp practices, qualify for such additional payments.

Specifically, Section (e) i) of Part III of the Interdivisional Service Agreement deals with meal allowances and Section 2 of Article VII of the National Agreement, as modified by understandings, provide that--

“Engineers will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 meal allowance after being held an additional 8 hours.”

In essence, therefore, an engineer held at the away-from-home terminal twelve hours or more qualifies for an allowance of \$4.00, i.e., \$2.00 after the first 4 hours and \$2.00 after the second additional 8 hours.

It was asserted, however, that engineers were frequently brought on duty after being held at the away-from-home terminal 11 hours or more and before the expiration of the twelfth hour, even though – according to some statistics and data furnished – the train for which called was not scheduled to arrive and, in fact, did not arrive until one or more hours after the twelfth hour.

In order to correct this alleged practice and inequitable handling, various proposals have been made to the Carrier, some of which appeared to be wholly lacking in merit; whereas, others appeared to have some basis in equity and merit.

Therefore, to resolve this issue --

IT IS AGREED:

I – Meal Allowances

(a) In the application of the agreements adverted to above, if an engineer is brought on duty after having been off duty eleven hours and thirty minutes (11' 30") at the away-from-home terminal and the train for which called does not start on its road trip until after the expiration of the twelfth hour of the engineer, calculated from the time engineer was relieved from duty on the previous trip, the engineer will in that event, and that event only, qualify for the second meal allowance of \$2.00.

(b) If, however, an engineer is brought on duty after having been off duty less than eleven hours and thirty minutes (11' 30") at the away-from-home terminal and the train for which called does not start on its road trip until after the expiration of the twelfth hour of the engineer, calculated from the time engineer was relieved from duty on the previous trip, the engineer will not in such event qualify for the second meal allowance (\$2.00).

Example (Paragraph A)--

Engineer A arrives X at 4:30 PM 1st, ties up 5:05 PM 1st.
Engineer A brought on duty X 4:40 AM 2nd, train departs 5:10 AM 2nd.
Engineer A qualifies for second meal allowance.

Example (Paragraph A)--

Engineer A arrives X at 4:30 P 1st, ties up 5:05 P 1st.
Engineer A brought on duty X 5:00 A 2nd, train departs 5:50 A 2nd.
Engineer A qualifies for second meal allowance.

Example (Paragraph A)--

Engineer A arrives X at 4:30 PM 1st – ties up 5:05PM 1st.
Engineer A brought on duty X 4:30 AM 2nd, train departs 5:55 AM 2nd.
Engineer A does not qualify for second meal allowance.

Example (Paragraph B)--

Engineer A arrives X at 4:30 PM 1st – ties up 5:05 PM 1st.
Engineer A brought on duty X 4:30 AM 2nd – train departs 5:40 AM 2nd.
Engineer A does not qualify for second meal allowance.

(c) The terms and provisions of paragraphs (a) and (b) above (meal allowances) shall be effective July 1, 1972.

II – Held-Away-From-Home Terminal Time

The first sentence of Section (b) of BLE Rule 106 reads as follows--

“Where an engineer is called on duty while receiving held-away-from-home terminal time pay, he/she will be paid until the departure of the train for which called, except where terminal delay payments or terminal work payments accrue, in which event held time pay will stop at the time terminal time begins.”

In the application and administration of the first sentence of Section (b) of BLE Rule 106, as above quoted --

IT IS AGREED that --

- 1) An engineer called and brought on duty while not receiving held time and held time accrues prior to the departure of the train, held-away-from-home terminal time will be paid until the departure of the train for which called, except that held time payments shall not be duplicated with or be in addition to any other payments under terminal work and/or delay time rules.
- 2) Except as specifically herein provided, no change is made or contemplated in the other terms and provisions of Section (b) of BLE Rule 106 under this letter agreement.
- 3) The terms and provisions of Section 1 of this letter agreement (II – Held-Away-From-Home Terminal) shall be made effective as of July 1, 1972, provided further, however, the interpretation and application of the first sentence of Section (b) of BLE Rule 106 shall be applied retroactively to all valid claims of record before the timekeeping bureaus, Director Labor Relations-System and Supervisors of Wage Schedules, including those on appeal to Mr. A. Lott, Director Labor Relations – S C D for the territory Salt Lake City – McCammon (Utah Division).

Space has been provided on this letter to signify your acceptance and approval.

Yours truly,

s/ N. B. Beckley

s/ A. Lott

ACCEPTED:

s/ W. B. Gaskins

General Chairman, B L E

UNION PACIFIC RAILROAD COMPANY
Department of Labor Relations

June 29, 1972

Mr. W. B. Gaskins
General Chairman, BLE
411 Spaulding Building
Pocatello, Idaho 83201

Dear Mr. Gaskins:

This has reference to our several discussions and particularly my letter of April 20, 1972 bearing upon the establishment of interdivisional service on the Northwestern District (Idaho Division) and portions of the South Central District (Utah Division).

On April 17, 1972 the parties entered into agreements providing for the establishment of interdivisional service, together with certain other supplementary understandings, as set forth in my letter of April 20, 1972.

On June 7, 1972 the Company entered into somewhat similar agreements with the United Transportation Union (C, T and E Divisions).

In order to establish uniformity in the application of the Interdivisional Service Agreements and, in keeping with our understandings as discussed in the conferences at Pocatello, Idaho on June 8, 1972 --

IT IS AGREED:

BASIC INTERDIVISIONAL SERVICE AGREEMENT

A) Part I, Section 1, subsection d (iv) of the Basic Interdivisional Service Agreement is changed to provide as follows --

iv) Engineers handling trains which operate between Dillon, Montana and Silver Bow and/or Butte, Montana will be allowed mileage as follows--

<u>Territory</u>	<u>Basis</u>	<u>Actual Miles</u>	<u>Mlg* Allwd</u>
Dillon-Silver Bow-Dillon	Turnaround	124	170
Dillon - Butte - Dillon	Turnaround	138	175
Dillon - Silver Bow	Straightaway	62	140
Dillon - Butte	Straightaway	69	140

***Note:** The mileage allowed under this paragraph (iv) of subsection (d), Section 1, Part I of this Agreement is in consideration of and subject to the provisions of subsection (g), Section 1, Part III of this Agreement.

B) The second sentence of Section 3 of Part I of the Basic Interdivisional Agreement is changed to

read as follows --

In either case, the Company shall give the General Chairmen of the involved BLE Organization ninety (90) days written notice specifying the territory or territories where and when such interdivisional service is to be inaugurated and, in the territories so specified, the provisions of this Agreement, where and when applicable, shall govern and be controlling. (Underlined portion represents only change in the provision adverted to above).

- C) Section 1, subsection (b) of Part III of the Basic Interdivisional Service Agreement is modified to the extent that the following Note shall be added thereto under the Example:

Note: In the application of paragraph (b) i) above of Section 1 of this Part III engineers in interdivisional freight service on runs of less than 160 miles and engineers in interdivisional freight service tied up at a point en route after having run less than 160 miles, overtime shall commence at the expiration of 8 hours calculated from the time required to report for duty until such engineers are released from duty.

- D) Section 1, subsection (d) of Part III of the Basic Interdivisional Service Agreement is modified and changed to provide that --

(d) Held-Away-From-Home Terminal – (Extra, Pool and Unassigned Freight Service):

- i) Section (a) only of BLE Rule 106 as contained the Schedule Agreement of April 1, 1965 (BLE), insofar as applicable to engineers is amended for application to such engineers when actually engaged in interdivisional freight service, as follows --

“Engineers in pool and unassigned interdivisional freight service only held at other than home terminal will be paid continuous time for all time held after the expiration of sixteen (16) hours from time relieved from previous duty at 1/8th of the regular rate applicable to engineers for the last service performed.”

- E) Section 1, subsection (g) paragraph ii) of the Basic Interdivisional Service Agreement is changed in part, and only as to the mileage guarantee, to provide that --

- ii) Where, in the application and administration of subsection (g), Section 1 of Part III of this Agreement, the earnings and mileage paid under the basic day, mileage, overtime and all other rules of the controlling agreements, including any and all special allowances, do not equal or produce the mileage guarantees as set forth under Section 1, subsection (d) paragraph (iv) of Part I of this Agreement, engineers shall be guaranteed not less than the mileage set forth below for each day service is performed in, either unassigned and/or assigned service:

<u>Service</u>	<u>Type</u>	<u>Guar</u>
Dillon – Silver Bow – Dillon	Turnaround	170
Dillon – Butte – Dillon	Turnaround	175
Dillon-Silver Bow & vice versa	Straightaway	140
Dillon – Butte & vice versa	Straightaway	140

- F) Section 2, subsection (b) of Part III of the Basic Interdivisional Service Agreement is changed to provide that --

(b) Should a vacancy occur in the LaGrande - Nampa - LaGrande interdivisional service at the away-from-home terminal because of sickness, personal injury and similar emergency factors, the vacancy will be manned by engineers in accordance with the applicable rules and understandings as set forth in the respective schedule agreements, or separate understandings, sometimes referred to as the “step-up” rules, i.e., Oregon Division vacancies for engineers will be governed by the Oregon Division agreements and/or understandings and, conversely, Idaho Division vacancies for engineers will be governed by the Idaho Division agreements and/or understandings.

Note: The above provisions, i.e., Section 2, paragraph (b) of this Part III, shall similarly apply with respect to filling vacancies that may occur under the same emergency circumstances in interdivisional service at other away-from-home terminals.

- G) Section 1 only of Part IV of the Basic Interdivisional Runs Agreement is changed to read as follows --

PART IV

Extra Work – Extra Boards – Manning

Section 1. Except as provided in the supplemental agreements, attached hereto and made a part hereof, all rules, regulations, practices and understandings, however established, which by their context – either directly or indirectly – in any or all of the effective schedule agreements (Idaho and/or Oregon Division) that imply or require the use of pool freight engineers for unassigned short turnaround service, turnaround freight service, irregular branch line service and other types of unclassified services, including unassigned work train service, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal in a single trip or tour of duty are terminated and shall be of no further force or effect on and after the date interdivisional service is established in any interdivisional territory specified in Part I of this Agreement and on and after such effective date the following regulations and provisions of agreement shall govern --

- H) Part V (Employe Protection and Coverage) of the Basic Interdivisional Service Agreement is deleted in its entirety and the following provisions substituted in lieu thereof --

PART V

Employe Protection and Coverage

Section 1. Except as provided in Sections 2, 3 and 4 of this Part V, the terms and provisions of Section 5 of Article VIII as set forth in the National Agreement of May 13, 1971, are made a part of this Agreement and shall apply – where, when and if applicable to engineers adversely affected directly or indirectly by the implementation of Article VIII (Interdivisional Service) and the implementation of this Interdivisional Service Agreement.

Section 2. Engineers other than those engineers covered by Section 4 of this Agreement who

elect and are thereby required to change their place of residence because of the implementation of this Agreement and who qualify for the benefits provided for in Section 5 of Article VIII of the National Agreement of May 13, 1971 shall be allowed a lump sum of \$1000.00 in lieu of both the maximum of five (5) working days' pay and the \$400.00 transfer allowance provided for in Section 5 of Article VIII.

Section 3. Engineers other than engineers covered by Section 4 of this Agreement, who elect to and are thereby required to change their place of residence and who are also a "home owner" as those words are hereinafter defined and who qualify for the \$1000.00 lump sum payment provided for in Section 2 of this Part V, shall also be allowed a further lump sum payment of \$1000.00 as a special allowance because of moving to a possible higher cost real estate area.

Section 4. Any engineer covered by the terms of Section 1, Part V of this Agreement who owns his/her home and who is a "home owner" as those words are hereinafter defined, may elect to retain his/her home and, in lieu of any and all other benefits as set forth in Sections 1, 2 and 3 of Part V of this Agreement, Section 11 of the Washington Agreement of May, 1936 and Section 5 of Article VIII of the National Agreement of May 13, 1971, the following provisions shall govern--

(a) Any engineer who is a qualified "home owner" as of the date of this agreement at any home terminal to be eliminated pursuant to Section 1, Part I of this Agreement, specifically, Lima, Montana; Glens Ferry, Idaho and/or Montpelier, Idaho, and who elects to retain his/her home under Section 4 of Part V of this Agreement will be paid:

- 1) Twenty-five per cent (25%) of the fair market value of his/her home. In each case the fair market value shall be determined as of the date written notices are served by the Company upon the General Chairmen pursuant to Section 3 of Part I of this Agreement.
- 2) For each year (12 calendar months) in excess of ten years an engineer has occupied his/her home, such engineer will be allowed an additional 1% per year of the fair market value of his/her home, but not to exceed the number of years of continuous service with the Company and not to exceed an additional twenty-five per cent (25%).
- 3) The engineer electing this option under Section 4 of Part V of this Agreement will be permitted to retain title to his/her home and will retain and assume all responsibility for any and all indebtedness, if any, outstanding against his/her home. The Company shall assume no liability whatever in connection therewith.

Note 1: The term "home" as used in any section of Part V of this Agreement means the single primary residence of the engineer and which is used for residential purposes only.

Note 2: The term "home owner" as used in any section of Part V of this Agreement means either an engineer who owns his/her home; or is and was under contract ninety days prior to the date of this Agreement and who, in the application of this Agreement would have been required to change his/her place of residence within the meaning of Section 5 of Article VIII of the National Agreement of May 13, 1971.

Note 3: If an engineer purchases a different home after the effective date of this

Agreement, he/she shall, for the purposes of applying Section 4 of Part V of this Agreement, be deemed as being the “home owner” of the home which he/she owned or was purchasing as of the date of this Agreement.

Section 5. Any engineer whose home terminal is changed as a result of the application of this Agreement and who does not elect the options provided for in Section 4 of this Agreement and who does not immediately change his/her place of residence, will be allowed \$5.00 per day as expenses until such engineer has changed his/her place of residence, such allowance shall not exceed \$150.00 per month and shall be limited to a period of not to exceed 60 days (two months) from the date that interdivisional service is actually established and inaugurated pursuant to notices served under Section 3, Part I of this Agreement.

Note 1: The allowance as provided for herein shall immediately cease after the engineer has changed to his/his new place of residence, pursuant to the other terms of Sections 1, 2 and 3 of this Agreement and such allowance shall be in lieu of any other expenses incurred during the period so specified herein, i.e., not to exceed 60 days.

I) The Agreement, entitled “Interdivisional Service supplemental understandings,” is modified to the extent that the following shall be added as subsection (b) of Section 4, following the Note thereunder --

b) Engineers deadheading to or from established interdivisional service terminals shall, if such deadhead trips are compensable, be allowed the same mileage for such deadhead trips as the mileage set forth in Section I, subsections a(iii), b(ii), c(ii) and d(iii), Part I of the Interdivisional Service Agreement, dated April 17, 1972 provided further, however, that the terms and provisions of Section 4 of this Agreement as set out above shall apply to engineers employed on and after April 17, 1972 and such engineer shall be allowed only the actual road mileage when deadheading on company business from one interdivisional terminal to another interdivisional terminal.

J) The Agreement entitled, “Interdivisional Service Supplemental Understandings,” is revised to the extent that the following shall be added as Section 6 thereof to follow the Note under Section 5, and Section 6 of such agreement shall be changed to read “Section 7.”

Section 6. In the application of Part III (a) i) – Initial Terminal Delay – it is understood that initial terminal time, under the governing rule, as amended, for engineers engaged in interdivisional freight service only, shall be paid until the train actually starts on its road trip from the yard track where first made up; provided, further, however, that if the train does not actually depart from the yard track where first made up and is stopped and is held in the same yard track for reasons other than lining the switch for the continuous outbound movement, initial terminal delay shall continue to be paid until the train again actually starts on its road trip from the yard track where the train was first made up.

K) Part A of the Agreement, dated April 17, 1972, entitled “Part A – Change of Residence – Sale of Homes,” is canceled in its entirety and, in lieu thereof, the terms and provisions of Section H of this letter agreement shall apply.

Section 1 only of Part B of the Agreement, dated April 1972, entitled “Part B – Retirement Allowances,” is amended and changed, insofar as retirement allowances are concerned, to

provide that --

<u>Age at Nearest Birthday</u>	<u>Allowance</u>
Less than 64	\$15,000.00 - *if not in excess of 15 months' pay
64 and less than 65	\$12,000.00 - *if not in excess of 12 months' pay
65 and less than 66	\$10,000.00 - *if not in excess of 10 months' pay
66 and less than 67	\$ 8,000.00 -*if not in excess of 8 months' pay
67 and less than 68	\$ 6,000.00 - *if not in excess of 6 months' pay
68 and over	\$ 4,000.00 - *if not in excess of 4 months' pay

***Note:** 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 and the retirement allowance shall be either at the amounts shown above or the amounts determined by the actual earnings in the period covered by the engineer's particular age bracket, whichever is the lesser.

- L) The attached agreements and letters of understanding shall be and are adopted as provisions of agreement by and between the parties.

In the belief that the above changes and the enclosed agreements and letters of understanding fairly represent the points which we covered in our conference discussions on June 8, 1972, you should so indicate by signing this letter in the space provided for your acceptance.

Yours truly,

s/ N. B. Beckley
s/A. Lott

ACCEPTED:

s/ W. B. Gaskins
General Chairman, B L E

APPENDIX 14.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Northwestern District – Idaho Division
(Territory: Granger – Huntington McCammon – Butte)
South-Central District – Utah Division
(Territory: Salt Lake City – McCammon)

* * * *

INTERDIVISIONAL SERVICE – SUPPLEMENTAL UNDERSTANDINGS

Section 1. Section 1 of Part II of the Interdivisional Service Agreement, dated April 17, 1972, reads in part as follows --

“... and all miles run over one hundred (100) shall be paid for at the mileage rate established by basic rate of pay for the first 100 miles or less.”

In the application and interpretation of Section 1 of Part II of the Interdivisional Service Agreement, dated April 17, 1972, the basic rate of pay shall apply for all miles run and paid for provided, however, that the parties shall be governed and controlled by any agreements and understandings which may flow from national handling of issues, including those before the Standing Committee (Article XII of the National Agreement of May 13, 1971) as such issues relate to:

- a) Basis of pay – road service
- b) Graduated rates – road and yard service
- c) Arbitraries – road and yard service
- d) Mileage rates for miles over 100

Section 2. The establishment of interdivisional service as between engineers of the Third Seniority District – Oregon Division and engineers of the Third Operating Subdivision – Idaho Division, as set forth under subsection (a), Section 1 of Part I of the Interdivisional Service Agreement, dated April 17, 1972, shall be subject to and contingent upon the adoption of a similar agreement between the Company and the BLE representing engineers for the Third Seniority District between La Grande, Oregon and Huntington, Oregon and vice versa.

Section 3. In the application and administration of Section e(i) (Eating – Interdivisional Freight Service) of Part III (Rule Changes and Modifications) of the Interdivisional Service Agreement, dated April 17, 1972, and, in order to expedite the movement of interdivisional runs of more than one hundred (100) miles, a Superintendent’s circular will be issued to the effect that engineers on interdivisional runs established pursuant to the terms of the Interdivisional Service Agreement (Part I), dated April 17, 1972, shall operate from interdivisional terminal to interdivisional terminal without stopping for the purpose of eating.

Section 4. The road mileage figures as set forth in Section 1, Part I of the Agreement dated April 17, 1972 apply only to engineers who have established seniority as such as of April 17, 1972; thereafter, engineers operating runs in Interdivisional Service under the Agreement dated April 17, 1972 shall be paid only the actual road mileage to be calculated from the point where initial terminal time ends (designated departure point) and the point where final terminal time begins (designated arrival point), i.e., the designated main track switch connecting with the yard track at the final interdivisional terminal. Such actual road mileage figures to be determined and made a part of this Understanding and Section 1, Part I of the Interdivisional Service Agreement.

NOTE: This provision shall not apply to interdivisional service runs established between Dillon-Silver Bow/Butte under subsection (d) (iv), Section 1 of Part I, so long as such interdivisional service runs are subject to the guarantee provisions of subsections (g) (ii) Section 1, Part III of the Interdivisional Service Agreement of April 17, 1972.

Section 5. Except in cases of emergency, engineers operating in straight-away interdivisional service from Pocatello to Dillon will not be used in turnaround interdivisional service from Dillon-Silver Bow/Butte-Dillon; provided further, however, that engineers operating in turnaround interdivisional service between Dillon-Silver Bow/Butte-Dillon may also be used for turnaround service eastward from Dillon to Lima and return, and when so used in turnaround service from Dillon to Lima and return, engineers so used shall be subject, when used in the performance of turnaround service Dillon-Lima and return, to the provisions of subsection (g) (ii) of Section 1, Part II of the Interdivisional Service Agreement.

NOTE: In the event engineers engaged in straightaway interdivisional service Pocatello to Dillon are used – in an emergency – for turnaround interdivisional service from Dillon to Silver Bow/Butte-Dillon, such engineers shall not again be used in turnaround interdivisional service but shall be placed first out and will be used for the next straightaway interdivisional service trip from Dillon to Pocatello after becoming rested and available for service.

Section 6. The terms and provisions of this Agreement and the supplemental understandings as herein set forth shall apply only after interdivisional service is actually instituted in a particular territory or territories pursuant to notices served in accordance with Section 3, Part I of the Interdivisional Service Agreement dated April 17, 1972.

Dated at Pocatello, Idaho this 17th day of April, 1972.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

s/ N. B. Beckley
Director Labor Relations System

s/ A. Lott
Director Labor Relations S C D

APPENDIX 15.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Northwestern District – Idaho Division South-Central District – Utah Division
Territory: Granger – Huntington Salt Lake City-Butte)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PROTECTION OF EMPLOYEES – CHANGES OF RESIDENCE RETIREMENT ALLOWANCE

IT IS AGREED that

PART A – Change of Residence – Sale of Homes

Section 1. With respect to Section 5 of Article VIII of the National Agreement of May 13, 1971 and Part V of the Interdivisional Service Agreement, dated April 17, 1972, conjunctively with Section II of the Washington Agreement of May 1936, as such provisions relate to a change of residence and losses from home removal, the Company will undertake studies for the purpose of devising practical, fair and equitable arrangements as between the parties and the employes involved where change of residence and disposal of homes is a factor and such changes are directly associated with the establishment and inauguration of interdivisional service in any particular territory or territories under the Interdivisional Service Agreement.

PART B – Retirement Allowances

Section 1. Engineers on any particular operating subdivision or at any particular terminal 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/her 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>
60 and less than 62 \$15,000.00 -	*if not in excess of 12 months' pay
62 and less than 63 \$13,000.00 -	*if not in excess of 10 months' pay
63 and less than 64 \$11,000.00 -	*if not in excess of 9 months' pay
64 and less than 65 \$ 9,000.00 –	*if not in excess of 8 months' pay
65 and less than 66 \$ 8,000.00 –	*if not in excess of 7 months' pay
66 and less than 67 \$ 6,000.00 –	*if not in excess of 6 months' pay
67 and over \$ 4,000.00 –	*if not in excess of 4 months' pay

Note: 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 and the retirement allowance shall be either at the amounts shown above or the amounts determined by the actual earnings in the period covered by the engineers' particular age bracket, whichever is the lesser.

For the purpose of administering Section 1, Part B of this Agreement, the ages and birthdates 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/her employment relationship with the Carrier, and the effective date of such termination shall be the date specified by the Company and such date shall be within thirty (30) days of the date of the offer unless otherwise agreed by the parties signatory 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 for in Part B of this Agreement 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 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 may be entitled as of the date of his/her retirement.

PART C – Effect and Purpose

Section 1. The purpose of this Agreement is to give effect to the terms and provisions of the Interdivisional Service Agreement, dated April 17, 1972, and is intended to provide procedures for implementing such interdivisional service agreement when interdivisional service is established and inaugurated in any particular territory or territories as covered by the Interdivisional Service Agreement, except that the Carrier may, at its option, invoke the provisions of Part B (Retirement Allowances) prior to the establishment and inauguration of interdivisional service.

Section 2. The terms and provisions of Part B of this Agreement shall be effective May 1, 1972 and thereafter, subject to change, modification or alteration in accordance with the Railway Labor Act, as amended.

Dated at Pocatello, Idaho this 17th day of April, 1972.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

s/ N. B. Beckley
Director Labor Relations System

s/ A. Lott
Director Labor Relations S C D

APPENDIX 16.

E-013-22-48-LR
RLA-6-420

This Agreement made and entered into this 11th day of October, 1972, by and between UNION PACIFIC RAILROAD COMPANY, EASTERN AND SOUTH CENTRAL DISTRICTS (hereinafter called "Company") and the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, EASTERN DISTRICT and the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, SOUTH-CENTRAL DISTRICT, (hereinafter called "BLE") pursuant to Article VIII, "Interdivisional, Intraseniority District, Intradivisional and/or Intraseniority District Service (Freight or Passenger)" of the National Agreement dated May 13, 1971:

It is mutually agreed by and between the parties hereto as follows:

PART I

ESTABLISHMENT OF INTERDIVISIONAL SERVICE* BETWEEN SALT LAKE CITY, UTAH AND GREEN RIVER, WYOMING

Section 1. In accordance with Section 1 of Article VIII of the National Agreement dated May 13, 1971, and upon serving a sixty (60)-day written notice the Company may establish interdivisional service between Salt Lake City, Utah and Green River, Wyoming, with Salt Lake City the home terminal.

Section 2. The runs in this interdivisional service will be manned by Eastern District and South-Central District employes on the basis of the ratio of miles that the Eastern District and South-Central District employes respectively, bear to the total miles of such service.

Section 3. Employes operating in this interdivisional service between Salt Lake City and Green River will be allowed the actual road miles between the designated departure point at the initial terminal of the run and the designated arrival point at the final terminal of the run.

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

Section 4. An interdivisional pool will be established at Salt Lake City consisting of both Eastern District and South-Central District crews in the approximate proportion that the miles of each district bear to the total miles of the run. Where the preponderance of traffic is westbound, non-interdivisional employes may be placed into the interdivisional pool at Green River with the understanding that the miles of such trips will be allocated as specified in Section 2 of this Part I to the two districts so that the equities of the two districts are maintained.

PART II

RATES OF PAY AND EQUALIZATION OF MILEAGE

Section 1. In this 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 designated representatives of the Company and Local Chairmen of the BLE will meet periodically for the purpose of making whatever adjustments are necessary to equalize mileage between Eastern District and South-Central District employes as specified in Part I, Section 2 of this Agreement.

PART III

EXTRA SERVICE

Section 1. Vacancies accruing to Eastern District engineers at Salt Lake City in Salt Lake City-Green River interdivisional service will be manned by Eastern District engineers. Vacancies accruing to South-Central District engineers at Salt Lake City in Salt Lake City-Green River interdivisional service will be manned by South-Central District engineers.

Section 2. Vacancies occurring at Green River in Salt Lake City-Green River interdivisional service will be manned by the first-out available engineer in this interdivisional service. In the event no such engineer is available, the vacancy will be manned by an Eastern District pool freight engineer with miles made by such engineer allocated to Eastern District and South-Central District employes as specified in Part I, Section 2 of this Agreement.

PART IV

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, engineer pilots will be called to accompany such engineers for such period and over such territory as determined by the Company.

Section 3. On interdivisional runs established under this Agreement, engineers will be allowed a \$2.00 meal allowance after four (4) hours at the away-from-home terminal and another \$2.00 allowance after being held an additional eight (8) hours.

Section 4. 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.

Section 5. An engineer called for this interdivisional service and not used shall be allowed 50 miles and stand first-out; and if held on duty to exceed four (4) hours, such engineer shall be allowed 100 miles and

when rested will stand first-out and shall be restored to his/her same position on the pool board at first opportunity.

Section 6. A disciplinary hearing involving an employ who is engaged in this interdivisional service will be held at whichever point, Salt Lake City or Ogden, the majority of the crew resides.

Section 7. Employes engaged in this interdivisional service will not be called for short turnaround service.

PART V

NON-INTERDIVISIONAL SERVICE

Non-interdivisional service, including dog-catching, will continue to be manned by engineers from the seniority district over which such non-interdivisional service operates.

PART VI

IMPLEMENTING PROCEDURE

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

Section 2. Subject to the provisions of Part I, Section 4 of this Agreement a single interdivisional pool will be established and maintained at Salt Lake City, and employes will operate in this interdivisional service on a first-in, first-out basis from that interdivisional pool.

PART VII

NO DUPLICATION OF BENEFITS

The receipt of benefits by an engineer under this Agreement shall constitute a waiver of any right of such engineer to receive a duplication of benefits under any other agreement to which the Company is a party.

PART VIII

EFFECT ON AGREEMENT RULES

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

PART IX

This Agreement shall become effective October 11, 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 Salt Lake City, Utah, this 11th day of October, 1972.

(Signatures Omitted)

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(South-Central District)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory Salt Lake-Butte-Granger-Huntington)

(RLA-6-420)

IT IS AGREED:

In the application of Section 4, Part I of the Agreement establishing Interdivisional Service between Salt Lake City and Green River, dated at Salt Lake City, Utah, October 11, 1972, providing for the use of Non-Interdivisional Eastern District engineers to be injected into the Interdivisional Pool westbound at Green River, it is hereby understood that should more than two (2) Eastern District engineers be injected into the Interdivisional Pool at Green River on the same calendar day, the first-out South-Central District Interdivisional engineer protecting SCD service out of Green River will be paid, as a penalty, in addition to any other earnings for the trip, fifty (50) miles at the freight deadhead engineer's basic rate.

In the event there is no South-Central Interdivisional Service engineer at Green River, then the next SCD Interdivisional engineer arriving Green River from Salt Lake City will qualify for such payment.

The foregoing shall apply for each such injected engineer in excess of two (2) on any one calendar day. The payment provided for herein shall not be used to offset any other similar payment that may be due in the application of other provisions of the Basic Agreement.

Effective January 1, 1974.

Dated at Salt Lake City, Utah, this 1st day of December, 1973.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**UNION PACIFIC RAILROAD
COMPANY**

s/ W. B. Gaskins
General Chairman

s/ Alden Lott
Director Labor Relations

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE BETWEEN SALT LAKE CITY, UTAH, AND GREEN RIVER, WYOMING, PURSUANT TO THE AGREEMENT DATED OCTOBER 11, 1972

Engineers holding seniority as such on the affected Eastern District and South-Central District seniority rosters on the date of the written notice referred to in Part I, Section 1 of the Salt Lake City-Green River Interdivisional Service Agreement dated October 11, 1972, will be allowed, in lieu of the actual miles provided for in Part I, Section 3, 232 road miles for trips between Salt Lake City and Green River, with 189 (81%) of those miles allocated to Eastern District employees and 43 (19%) of those miles allocated to South-Central District employees.

Dated at Salt Lake City, Utah, this 11th day of October, 1972.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ E. G. Becker
General Chairman
Eastern District

s/ W. B. Gaskins
General Chairman
South-Central District

UNION PACIFIC RAILROAD COMPANY

s/ J. H. Kenny
Director Labor Relations
Eastern District

s/ Alden Lott
Director Labor Relations
South-Central District

AGREEMENT **(RLA-6-420)**
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
* * * *
SUPPLEMENTAL AGREEMENT
to
INTERDIVISIONAL SERVICE
* * * *
Northwestern District – Idaho Division
(Territory Granger – Huntington McCammon – Butte)
and
South-Central District – Utah Division
(Territory Salt Lake City – McCammon)

In order to establish and maintain uniformity in the scope of application of the work rules as modified for application to Interdivisional Service on the Idaho and Utah Divisions in Interdivisional territories,

IT IS AGREED:

Co-effective with the establishment of Interdivisional Service between Salt Lake City, Utah, and Green River, Wyoming, in response to the July 17, 1972 formal notice of such intent, the April 17, 1972 Interdivisional Agreement between the Company and the Brotherhood of Locomotive Engineers, Northwestern and South-Central District territories, is hereby amended to the extent that:

(a) Interdivisional Service territory Salt Lake City-Green River (insofar as such service is participated in by South-Central District Engineers), is hereby added to and made a part of Section 1, Part III,

“RULE CHANGES AND MODIFICATIONS” of the “INTERDIVISIONAL SERVICE” Agreement of April 17, 1972, amended as follows:

UTAH DIVISION

Salt Lake City-Green River

Operating Subdivision

1st – Utah

4th – Wyoming

(b) The basic schedule agreement work rules which are changed and modified for application to employees engaged in Interdivisional Service as stipulated in Part III of the April 17, 1972 Agreement, referred to, as well as the agreed-upon interpretations thereof, shall apply with equal force and effect to Utah Division engineers of the South-Central District while engaged in and handling trains in Interdivisional Service between Salt Lake City and Green River, except as may otherwise be provided in the basic agreement establishing Interdivisional Service in said territory.

Dated at Salt Lake City, Utah, this 27th day of September, 1972.

(Signatures Omitted)

APPENDIX 17.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(South-Central District – Utah Division) (Territory Salt Lake City-Pocatello)

RLA-6-420

THROUGH FREIGHT SERVICE SALT LAKE CITY – POCATELLO

In consideration of the establishment of Interdivisional Service between Salt Lake City, Utah and Green River, Wyoming,

IT IS AGREED:

Co-effective with the establishment of Interdivisional Service between Salt Lake City, Utah, and Green River, Wyoming, involving South-Central District, Utah Division crews, the current Initial Delay Time rules of the Brotherhood of Locomotive Engineers' Agreement as amended for application to engineers engaged in Interdivisional Service and the Held-Away-From-Home Time rules of the Brotherhood of Locomotive Engineers' Agreement as amended for application to engineers engaged in Interdivisional Service shall apply to engineers represented by the Brotherhood of Locomotive Engineers, who are engaged in through freight service Salt Lake City-Pocatello-Salt Lake City.

Other conditions applicable to employes engaged in Interdivisional Service shall not apply to through freight service employes Salt Lake City-Pocatello-Salt Lake City.

Dated at Salt Lake City, Utah, this 11th day of October, 1972.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

APPENDIX 18.

MEMORANDUM AGREEMENT

(RLA 6-420)
(Misc. Eng. 8(a))
(EO-1378)

On February 14, 1973 a request was made by BLE Local Chairman C. A. Whitney that temporary engineer vacancies in the Salt Lake City-Green River Interdivisional pool accruing to South-Central District engineers pursuant to Part III, Section 1 of the Interdivisional Service Agreement dated October 11, 1972 be manned by engineers from the Salt Lake City-Pocatello Freight Pool. The new arrangement was placed in effect February 15, 1973 with the stipulation that it would be formalized by a written agreement in due course, therefore,

IT IS AGREED:

1. Temporary engineer vacancies in the Salt Lake City-Green River Interdivisional Pool accruing to South-Central District engineers will be manned by the first-out rested engineer in the Salt Lake City-Pocatello Freight Pool.
2. Should the first-out rested engineer called for the service pursuant to Section 1 above decline the call for Interdivisional service, he/she will retain his/her position in the Salt Lake City-Pocatello Freight Pool and the vacancy will be filled by an extra engineer in accordance with the applicable rules.
3. The Carrier will not be penalized by application of this agreement.
4. This agreement will terminate 10 days after either party notifies the other, in writing, of its desire to terminate same, after which the agreement provisions in effect for filling engineer vacancies in pool freight service will apply.

Dated at Salt Lake City, Utah this 11th day of July, 1973.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

s/ A. Lott
Director Labor Relations

*Letter of Understanding dated May 18, 1988 where Appendix 18 of Schedule (RLA-6-420) is not affected by implementation of E0-1300.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(South-Central District)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory Salt Lake-Butte-Granger-Huntington)

(RLA 6-420)
(Misc. Eng. 82(a))
(EO-1378)

Memorandum Agreement RLA 6-420 et al dated July 11, 1973, provides that the first-out rested engineer in the Salt Lake City-Pocatello Freight Pool will be called for temporary engineer vacancies in the Salt Lake City-Green River Interdivisional Pool. In the event such engineers decline the call they retain their position in the Salt Lake City-Pocatello Freight Pool and the vacancy is filled by an extra engineer.

In response to a request that temporary engineer vacancies in the Salt Lake City-Montpelier Freight Pool be filled in the same manner:

IT IS AGREED:

Effective October 1, 1974, paragraph 1 of Memorandum Agreement RLA 6-420 et al dated July 11, 1973 is amended to include temporary vacancies occurring in the Salt Lake City-Montpelier Freight Pool.

Dated at Salt Lake City, Utah this 13th day of September, 1974.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY:**

s/ A. Lott
Director Labor Relations

*Letter of Understanding dated May 18, 1988 where Appendix 18 of Schedule (RLA-6-420) is not affected by implementation of E0-1300.

APPENDIX 19.

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(South-Central District & Northwestern District)
(Idaho Division – Utah Division)
(Territory Salt Lake-Butte-Granger and Huntington)
and
Engineers represented by
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ESTABLISHMENT of INTRA-SENIORITY DISTRICT SERVICE
between
SALT LAKE CITY, UTAH AND MONTPELIER, IDAHO

GEN 32 (SLake-Soda Sprgs)

IT IS MUTUALLY AGREED by and between the parties hereto:

Section 1. Pursuant to the provisions of Section 1, Article VIII – INTERDIVISIONAL SERVICE – of the Mediation Agreement, signed May 13, 1971, the Company may establish (Interdivisional Service – Intra-Seniority District) freight service between Salt Lake City, Utah, and Montpelier, Idaho via McCammon with Salt Lake City the home terminal subject to the conditions hereinafter set forth:

- (a) The runs in this intra-seniority district service will be manned by pool freight engineers out of Salt Lake City.
- (b) The number of engineers in the pool for this service will be regulated in accordance with applicable provisions of existing Work Rules Agreements, except that, for the purpose of initially inaugurating the service, a pool of three (3) engineers will be assigned.
- (c) Positions in the pool will be filled in accordance with existing bulletin and assignment rules, applicable to through freight service of the existing work rules agreements.

NOTE: Vacancy and assignment bulletins will be posted at all bulletin board points on the Idaho and Utah Divisions covering this service.

Section 2. The applicable conditions set forth in Section 1 of Article VIII of the May 13, 1971, BLE National Agreement, shall apply to engineers manning this service during the operation thereof, as follows:

- (a) All miles run over 100 shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.
- (b) When an engineer 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 engineer.

(c) An engineer will be allowed a \$2.00 meal allowance after four (4) hours at the away-from-home terminal and another \$2.00 allowance after being held an additional eight (8) hours.

(d) In order to expedite the movement of this intra-seniority district service, the Carrier shall determine the conditions under which such engineer may stop to eat. When an engineer in this intra-seniority district service is not permitted to stop to eat, the engineer shall be paid an allowance of \$1.50 for the trip.

Section 3. Interdivisional Service, Inter-Seniority District, Intra-Divisional or Intra-Seniority District Service in effect on the date of this Agreement, is not affected by this Agreement.

Section 4. Employees operating in this Intra-Seniority District Service between Salt Lake City and Montpelier will be allowed the actual road miles between the designated departure point at the initial terminal of the run and the designated arrival point at the final point of the terminal run, which is 224 miles.

Section 5. Co-effective with the establishment of this Intra-Seniority District Service, all rule changes involved, applicable to engineers in other interdivisional service on the Idaho Division, shall apply to engineers engaged in the service between Salt Lake City and Montpelier.

NOTE: In the application of this Section 5 and “NOTE” to sub-paragraph (b) of Section (e) Part III of the basic Interdivisional Runs Agreement, at Montpelier, engineers will be provided transportation to and from eating facilities when such facilities are not available at the point of lodging.

Section 6. Where necessary to provide relief service for an engineer tied up under the Federal Hours of Service Law short of Montpelier, under this Agreement, such service may be provided by use of an available Pocatello extra board engineer. This shall not be construed as prohibiting the use of a regularly assigned local freight engineer from handling the train incidental to the service trip. Should it be necessary to use an Idaho Interdivisional engineer for such service, a penalty allowance of 100 miles will be paid.

An engineer relieved from service under the Federal Hours of Service Law short of reaching the final terminal of Montpelier, will not be tied up for rest short of Montpelier.

Section 7. An engineer in service under this Agreement shall not be permitted to handle traffic destined to points west of McCammon without subjecting the Company to a penalty payment of 100 miles.

Section 8. Nothing herein contained, shall be construed as modifying or amending any of the Schedule Agreements between the Company and the Brotherhood of Locomotive Engineers except as herein provided.

Section 9. This Agreement shall become effective ten (10) days after the date of this Agreement.

Dated at Pocatello, Idaho this 24th day of July, 1974.

(Signature Omitted)

APPENDIX 20.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Northwestern District)
and the
UNITED TRANSPORTATION UNION, C-T-E
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**APPORTIONMENT OF WORK AND EMPLOYES IN INTERDIVISIONAL FREIGHT
SERVICE NAMPA – LAGRANDE**

(RLA-6-391-B) (RLA-6-400-B)
(RLA-6-393-B) (RLA-6-420-B)

IT IS AGREED:

Section 1. Apportionment of Work. (a) The apportionment of work in the LaGrande-Nampa-LaGrande Operating District, as between train and engine crews of the Idaho Division Seniority District and the Oregon Division Seniority District shall be determined on the basis of allocating the Idaho Division with .4521% and the Oregon Division with .5479% of the actual miles operated in Interdivisional Through Freight Service between LaGrande and Nampa.

(b) Train and Engine Crew assignments protecting the movement of trains in this Interdivisional Service shall be apportioned on the basis of fifty-five (55) starts to the Oregon Division and forty-five (45) starts to the Idaho Division out of every one-hundred (100) starts operated.

NOTE: The term “starts” as used herein means a service or deadhead trip in one direction.

(c) If equalization is not attained within 100 starts, the Carrier may carry over one start for adjustment within the succeeding 100 starts. In the event such equalization requires in excess of one start, any shortage will be adjusted by payment of 188 miles for each such start representing the shortage. Such payment will be made to the employee standing first-out immediately after operation of the 100th train.

Section 2. Manning. (a) Freight Service between Nampa and LaGrande shall be manned by train and engine service employes from both seniority districts, between LaGrande and Huntington and between Nampa and Huntington, with each having separate home terminals. LaGrande will be the home terminal for the LaGrande-Huntington Seniority District and Nampa will be the home terminal for the Nampa-Huntington Seniority District. Each pool of freight crews will operate independently of the other, for each craft; and employes assigned thereto will be blueprinted in their respective pools at their home terminal and will work under the terms and conditions of their respective work rules agreements, but will operate in their turn from their respective pools, out of each terminal, on alternate trains or deadhead, except as otherwise provided in this Section 2.

NOTE: The term “alternation” means one-and-one.

(b) For the purpose of maintaining a proper and equitable equalization of the mileage apportionment set forth in Section 1 hereof, between the two (2) Seniority Districts referred to in paragraph (a) hereof, two (2) crews of the same seniority district pool may be operated out of alternation, from their home terminal and away-from-home terminal; twice during each cycle of twenty (20) trains handled in Interdivisional Service, without restriction. Should more than two (2) crews be operated, from the same pool, out of alternation, in the same cycle, the crew standing first-out for service in the pool who stood to be used in alternation, shall be allowed one-hundred (100) miles as a penalty (and retain the first-out position in the pool) provided such crew is not used within sixteen (16) hours from the on-duty time of the crew used in his/her stead.

(c) Crews may be deadheaded out of alternation. Should deadheading of crews out of alternation result in the operation of two (2) or more successive crews from the same seniority district pool, the penalty provided in paragraph (b) hereof shall not apply.

Section 3. Effect and Purpose. (a) The purpose of this Agreement is to give effect to Section 3, Part VI (Implementing Procedure) of the several Interdivisional Service Agreements, and to establish procedure for the allocation of crews and the equalization of mileage.

(b) This Agreement supersedes all rules, practices and understandings, however established, which are in conflict therewith.

(c) The parties hereto will cooperate and confer as conditions warrant and will meet for the purpose of entering into any additional understandings or alteration to this Agreement as may be required for the betterment of the service and to give the desired effect to the respective parties' objectives in accomplishing the equalization of mileage, allocation of crews, and the promotion of effective and efficient operation of this Interdivisional Service.

(d) Except as may otherwise be specifically provided herein, applicable rules of the parties' basic Agreements are not modified nor impaired by this Agreement.

(e) This Agreement supersedes the Agreement of April 25, 1973, as amended, and shall apply on and after 12:01 AM, February 5, 1975, subject to termination upon serving of twenty (20) days advance written notice by any one of the parties, in which event the parties shall be governed by the provisions of the Agreement dated January 24, 1974.

Dated at Boise, Idaho, this 31st day of January, 1975.

For the:
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

s/ E. E. Smith
General Chairman

s/ L. A. Hoffer
Local Chairman

For the:
UNION PACIFIC RAILROAD
COMPANY

s/ J. E. cook
Director Labor Relations

s/ A. Lott
Director Labor Relations

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY (Northwestern District)
and the
UNITED TRANSPORTATION UNION – C, T, E Divisions
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory: LaGrande – Nampa)

In lieu of the procedures outlined in Section 3 of the Agreement dated April 25, 1973 – apportionment of work and employes engaged in interdivisional pool freight service, as amended by the Agreement dated August 3, 1973, the following procedures are adopted:

INACTIVE POOL FREIGHT BOARDS --

Will consist of those pool freight crews who arrive at their home terminal after having performed a straightaway trip or deadhead from their away-from-home terminal and who have not accrued 24 hours off duty computed from the time registered off duty.

In the application of the INACTIVE boards, such home terminal crews may be subject to service prior to 24 hours off duty in the event no other pool freight crew is available for service; however, they will not be brought on duty for subsequent service prior to 18 hours from the time registered off duty except in case no other crews are available at the terminal. Made-up extra crews will be used to augment the pool in lieu of using crews with less than 18 hours off duty.

ACTIVE POOL FREIGHT BOARDS --

Will consist of those pool freight crews who arrive at their away-from-home terminal, plus those crews at their home terminal who have accrued the 24 hours off duty.

Away-from-home terminal crews will be placed thereon in accordance with their time of arrival, subject to blueprint standing as between themselves, while home terminal crews will be placed thereon upon completion of the required 24 hours off duty, however, the carrier may deadhead away-from-home terminal crews around home terminal crews, if desired, without penalty payments for runarounds to the home terminal crews. In the event identical times are involved, the away-from-home terminal crew will be placed ahead of the home terminal crew.

If the first-out crew on the ACTIVE list is not fully rested, the first rested crew on the active list will be used. If there are no rested crews on the active list then the first-out crew from the inactive list will be used. Should there be no rested crews on either the active or inactive lists then an extra crew may be used to augment the pool and the extra crew so used will be deadheaded home.

Section 4 of the Agreement dated April 25, 1973 is modified to the extent that the provisions of this agreement shall become effective February 4, 1974 and shall remain in effect for a trial period of sixty (60) days and thereafter, subject to the condition that the agreement, as modified by this agreement, shall automatically terminate and be of no further force or effect upon the serving of ten days notice by any one of the parties of its desire to terminate the agreement, in which event the parties shall be governed by the provisions of Section 3 Part VI of the applicable Interdivisional Service Agreement.

Dated at Portland, Oregon this 24th day of January, 1974.

(Signatures Omitted)

February 3, 1975

LR 013-17-30

Mr. J. H. Watson
General Chairman, UTU T&C
Portland, Oregon 97214

Mr. E. E. Smith
General Chairman, BLE
Portland, Oregon 97219

Mr. W. B. Gaskins
General Chairman, BLE
Pocatello, Idaho 83201

Mr. W. H. Henry
General Chairman UTU-T
Pocatello, Idaho 83201

Mr. T. A. Kunz
General Chairman, UTU T&C
Salt Lake City, Utah 84106

Mr. H. M. Price
General Chairman, UTU-E
Pocatello, Idaho 83201

Gentlemen:

Enclosed to each of you are five typewritten copies of the agreement entered into at Boise on January 31, 1975 covering the LaGrande-Nampa interdivisional service operation.

As we recall, the only feature that the agreement does not cover had to do with the payment of the penalty provided for in Section II in circumstances where the first-out pool crew is laying off.

This will confirm our understanding that in those circumstances the penalty, if payable, will flow to the individual who would protect the vacancy under the controlling agreement provisions.

Yours truly,

s/ J. E. Cook
Director Labor Relations, NWD

s/ Alden Lott
Director Labor Relations, SCD

August 12, 1975
RLA-6-420-B

Mr. J. L. McDermott
General Chairman, BLE

Dear Sir:

This will confirm our discussion in conference at Salt Lake City today concerning the Organization's request for a twenty-four (24) hour lineup of back-to-back crew operation between Nampa and LaGrande.

The complaints giving rise to this request emanated from the crews assigned in this service wanting to know when they will get out of Nampa or LaGrande.

The proposal of a twenty-four (24) hour lineup would not provide the answer desired for the reason train operations over a twenty-four (24) hour period is subject to many changes brought about by yard operations at both Pocatello and Hinkle, as well as Nampa and LaGrande, where trains may be added to the lineup or trains already shown on the lineup not operated due to various reasons, including unit failures, making it necessary to hold trains at Nampa and/or on occasions at LaGrande. Similar conditions, of course, exist at Pocatello, Nampa East and Green River.

A crew two or three times out may not be called where train operations are dropped from the lineup and their non-use in such service could still give rise to complaints. A twenty-four (24) hour lineup of back-to-back crews, for example, issued at 10:00 AM one day would necessarily have to be updated frequently in order that crews would be able to determine more reasonably as to where they stood for operating purposes.

You were informed in our discussion, taking all the unforeseen conditions into account that arise in train operations from time to time, that I would have no objection to making every reasonable effort, on the part of the Company, to effect an arrangement under the present Agreement that will hopefully improve the conditions under complaint.

Therefore, we will require Assistant Chief Dispatchers to work closely with adjoining Divisions to do all possible and issue lineups as far in advance as consistently possible and keep crew management notified of train lineups and subsequent changes therein.

Local supervision at Nampa and LaGrande will be required to insist that crew management keep the lineups of alternations and back-to-back crews properly displayed and promptly changed when necessary and crews involved to be notified when it is necessary to change a back-to-back operation due to problems arising after lineups are posted.

I would like to suggest that we adopt the foregoing proposed arrangement for a trial period and see whether or not an improvement can be accomplished thereby.

Please indicate your acceptance by affixing your signature in the space provided on this letter and we will promptly handle with all concerned to implement this action.

(Signatures Omitted)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Northwestern District)
and the
UNITED TRANSPORTATION UNION-C-T-E Divisions
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(Territory LaGrande-Nampa)

(RLA-6-391-B) (RLA-6-393-B)(RLA-6-400-B)(RLA-6-420-B)

**APPORTIONMENT OF WORK AND EMPLOYES ENGAGED IN INTERDIVISIONAL
POOL FREIGHT SERVICE**

IT IS AGREED:

Section 1. APPORTIONMENT OF WORK. Co-effective with the establishment of Interdivisional Service between NAMPA, IDAHO and LaGRANDE, OREGON, the following shall govern:

(a) The Apportionment of work in the LaGrande-Nampa-LaGrande Operating District, as between train and engine crews of the Idaho Division Seniority District and the Oregon Division Seniority District shall be determined on the basis of allocating the Idaho Division with .4521% and the Oregon Division with .5479% of the actual miles operated in Interdivisional Through Freight Service between LaGrande and Nampa.

(b) Train and Engine Crew assignments required to protect the movement of trains in this Interdivisional Service shall be apportioned as nearly as practicable on the percentage basis of .5479% to the Oregon Division and .452% to the Idaho Division, according to the following scale:

No. Crews Maintained	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Oregon Division	9	9	10	10	11	12	12	13	13	14	14	15	15	16
Idaho Division	7	8	8	9	9	9	10	10	11	11	12	12	13	13

(c) When either seniority district accumulates an excess of miles above their allotted percentage, computed in accordance with Section (a), amounting to at least:

Engineers	1900 miles
Firemen	1900 miles
Conductors	2200 miles
Brakemen	4400 miles

an adjustment will be promptly made by a designated representative of the Carrier and the Local Committees of the employes by reducing the number of assigned turns from the seniority district having the excess miles; or by increasing the number of assigned turns allocated to the seniority district having the shortage, or both.

(d) For the purpose of maintaining a periodic check on the proper equalization of the actual miles run between Nampa and LaGrande and between LaGrande and Nampa in this interdivisional service, and to make adjustments in crew assignments as referred to in paragraph (c) hereof, the Company will furnish the involved General Chairman and Local Chairman a monthly statement showing the total number of service and deadhead trips made in interdivisional pool freight service, including set up crews between Nampa and LaGrande and between LaGrande and Nampa, which will indicate separately the number of such trips made by the Nampa crews and the number of such trips made by the LaGrande crews for the preceding thirty (30) day period.

SECTION 2. INTERDIVISIONAL SENIORITY DISTRICT POOLS. (a) To adequately and efficiently protect the eastward and westward movement of interdivisional freight trains, a pool of train and engine service employes for each craft will be assigned and maintained at each home terminal and will be operated in the manner hereinafter prescribed with the understanding that the total number of assigned crews in each of the separate seniority district pools will be periodically adjusted so that the crews will average between the maximum and minimum miles allocated to such crews.

(b) Nampa will be the home terminal for Idaho Division Seniority District crews and LaGrande will be the home terminal for Oregon Division Seniority District crews.

(c) Interdivisional through freight service pool crews shall be numbered consecutively for both seniority district pools from No. 1 to the number comprising the total number of crews in the pools. When the number of crews in a pool is reduced, the members of the crew having the highest numerical designation in the pool shall be the first to be reduced; and increases will be made in like sequence. Such numbering will be in accordance with the following example:

Example:

LaGrande (11 Turns) – 1, 3, 5, 7, 9, 11, 12, 14, 16, 18, 20

Nampa (9 Turns) – 2, 4, 6, 8, 10, 13, 15, 17, 19

SECTION 3. ACTIVE AND INACTIVE SPLIT POOL FREIGHT LISTS:

1. Crews operating in Interdivisional Service shall have a designated “active” and “inactive” pool freight board list at each home terminal, which will function in the following manner:

(a) The “active” list at each home terminal will supply crews, in their turn, to man the movement of trains or deadhead to the opposite terminal.

(b) The total number of crews to be maintained on the “active” list at each home terminal shall be determined and regulated by the Local Chairman and designated representative of the Carrier, as necessary, to adequately meet the needs of the service.

(c) The “inactive” list will encompass the pool freight crews who are at their home terminal and have not been advanced to the “active” pool freight list.

(d) Each home terminal will have a “quota” for the inactive list which will be the difference between the total number of pool freight crews and the total number of pool freight crews designated on the “active” list for that seniority district.

EXAMPLE

<u>Home Terminal</u>	<u>Pool Crews</u>	<u>Crews on Active List</u>	<u>Quota (Difference)</u>
LaGrande	12	7	5
Nampa	<u>10</u>	<u>6</u>	<u>4</u>
Total -	22	13	9

2. Interdivisional pool freight crews will be used from the “active” and “inactive” boards as follows:

(a) When a pool freight crew arrives at its home terminal, it will be placed at the bottom of the “inactive” list. When a pool freight crew arrives at its away-from-home terminal, it will be placed at the bottom of the “active” list.

(b) Crews will be called for service in their proper standing from the “active” list at both the home terminal and the away-from-home terminal provided they are fully rested under the Hours of Service Act at the time required to report for duty.

(i) In the event the first-out crew on the “active” list is not fully rested, the first rested crew on the “active” list will be used, and the first-out turn will be deadheaded to the home terminal and paid in accordance with Deadhead Rules.

(ii) In-the event no crew on the “active” list is rested, the rested crew first-out on the “inactive” list will be used and marked at the foot of the active board at the opposite terminal on arrival and the crew first out from the terminal where the crew was used from the inactive list will be deadheaded to the home terminal and paid in accordance with the applicable Deadhead Rules.

(iii) In the event no crew on either the “active” or “inactive” board is rested at the time it is necessary to call a crew for an interdivisional pool freight train; and it is necessary to use a made-up (extra) turn, such crew, on arrival at its opposite terminal will be deadheaded back to the terminal from which used and paid in accordance with Deadhead Rules.

NOTE: In the application of the foregoing procedures, the runaround provisions of the Basic Agreements shall not apply.

(c) When the number of crews on the “inactive” list exceed the “quota” at that terminal, the first-out crew on the “inactive” list will immediately be placed at the bottom of the “active” list.

EXAMPLE: At LaGrande there are twelve (12) pool freight crews assigned to that seniority district. The number of crews designated for the “active” list for that seniority district is seven (7). A crew whose home terminal is at LaGrande arrives there when there are already five (5) turns on the “inactive” list. The first-out turn on the “inactive” list will immediately be transferred to the last-out position on the “active” list in order to maintain the quota of five (5) on the “inactive” list.

At Nampa there are ten (10) pool freight turns assigned to that seniority district. The number of crews designated for the “active” list on that seniority district is six (6). A crew whose home ter-

minal is at Nampa arrives when there are already four (4) crews on the “inactive” list. The first-out crew on the “inactive” list will immediately be transferred to the last-out position on the “active” list in order to maintain the quota of four (4) on the “inactive” list.

(d) In effecting crew adjustments in the respective interdivisional seniority pools as provided in Section 2(a), such adjustment will be determined by the respective local committees of the Brotherhoods.

(e) When changes are effected in the number of crews in a pool or in the number of active turns, such change will be made at 2:00 PM. If a crew to be removed from a pool is on the active board at the time specified, such crew will not be removed until he/she has made a trip and returns to the home terminal.

(f) **Advertising Interdivisional Pool Turns.** The initial assignment of pool turns for engine and train service employes in this Interdivisional Service will be bulletined and assigned prior to the date runs are to be established. Assignments made pursuant to such bulletins will become effective with the inauguration of the Interdivisional Service.

SECTION 4. EFFECT AND PURPOSE. (a) The purpose of this Agreement is to give effect to Section 3, Part VI, (Implementing Procedure) of the several Interdivisional Service Agreements, and to establish procedures for the allocation of crews and the equalization of mileage.

(b) This Agreement supersedes all rules, practices and understandings, however established, which are in conflict therewith.

(c) The parties hereto recognize that the implementation of the active and inactive pool crew concept, as herein provided, is a new experience on this property and that there may be occasions and justification for deviating from, adjusting, or changing some of the conditions provided for herein to better meet the desires and needs of the service and the employes. It is, accordingly, agreed that the parties signatory hereto will cooperate and confer as conditions warrant and will meet for the purpose of entering into any additional understandings or alterations to this Agreement as may be required for the betterment of the service and to give the desired effect to the respective parties’ objectives in accomplishing the equalization of mileage, allocation of crews, and the promotion of effective and efficient operation of this Interdivisional Service.

(d) This Agreement shall be construed as a separate Agreement by and on behalf of each of said Brotherhoods and the Carrier and shall be effective July 1, 1973, and thereafter subject to the condition that it shall automatically terminate and be of no further force nor effect thirty (30) days after notice is served by any one of the parties upon the other of its desire to so terminate. In the event of termination, as herein provided, the parties shall be governed by the provisions of Section 3, Part VI of their applicable Interdivisional Agreement.

Dated at Portland, Oregon, this 25th day of April, 1973.

(Signatures Omitted)

APPENDIX 21

Memorandum of Agreement dated February 27, 1992 providing that extra board engineers working hostler positions will not have earnings for this service used as an offset against any of the applicable guarantee of the extra board the engineer is assigned to. Earnings for this type of service will be over and above the guarantee.

February 27, 1992

130.80-1. 850.60-1
520-1 560-1
 380-12

MR D L STEWART
GENERAL CHAIRMAN BLE
44 NORTH MAIN
LAYTON, UT 84041

Dear Mr. Stewart:

This letter confirms understanding reached in conference held February 5, 1992 in your office with respect to Extra Boards Engineers utilized to protect hostler vacancies.

As agreed in conference and now reiterated by this letter, Extra Board Engineers so utilized will not have the compensation received from this service utilized to off-set any guarantee from the extra board. When such extra engineers are utilized, his/her earnings for this service will be above and beyond any guarantee that may be due that employe for the particular month in question.

In making this understanding, your Organization in turn was to remove all pending cases on this matter, with settlement of each based upon the above commitment. In that regard, a listing of such cases with this understanding from your Organization will be forthcoming.

If all of the above properly reflects the full settlement of this dispute, please execute in the space provided below returning the original to my office. Be advised however that if execution and receipt of this understanding is not made by April 1, 1992, it will be withdrawn by the Carrier.

Yours truly,

s/L. A. Lambert
Director Labor Relations

AGREED:

s/D. L. Stewart
General Chairman BLE

DATE: 3/5/92

APPENDIX 22

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory: Salt Lake City-Butte Granger – Huntington)
and
(South-Central and Northwestern Districts Idaho and Utah Divisions)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and
UNITED TRANSPORTATION UNION-E

(MISC. ENG. 67)

IT IS AGREED:

Section 1. The following conditions are hereby adopted as an additional provision of the Agreement consummated between the parties adding Section (g) to BLE Rule 122 (1956 Schedule – currently Rule 112), and Section (g) to UTU-E Rule 97 by Agreement dated at Pocatello, Idaho, November 8, 1972:

(Add to Example 1):

“A demoted engineer who exercises his/her seniority as a fireman on an assignment at an outlying point within a particular zone where no engineers extra board is maintained, will be required to fill permanent engineer vacancies on any assignment at such point.

“An employe, while working as a fireman may exercise his/her seniority as fireman at any point within any of the zones specified in the Agreement, but will be required to take service as an engineer at the point where he/she exercises seniority as a fireman if there are junior engineers working at that point.”

(Add to Example 5):

“Under this example, a fireman forced to a terminal for service as an engineer, rather than as a result of an exercise of seniority, may return to the point from which he/she was forced as a fireman when there are sufficient engineers available at such terminal to man the service.”

This Agreement shall be effective January 1, 1973, and thereafter subject to the termination provisions contained in Section 3 of the abovementioned Agreement.

Dated at Salt Lake City, Utah, this 15th day of December, 1972.

(Signatures Omitted)

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(Territory: Salt Lake City-Butte Granger – Huntington)
South-Central & Northwestern Districts Idaho & Utah Divisions
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and
UNITED TRANSPORTATION UNION-E DIVISION

IT IS AGREED:

Section 1. Effective November 10, 1972 the following shall be added as an additional subsection to Section (g) of BLE Rule 122 (1956 Schedule – currently Rule 112) and Section (g) of UTU-E Rule 97; the first subsection of Section (g) of such rules to be identified as g(l) and the second subsection to be identified as g(2), to provide that --

- A) **(g(2))** No demoted engineer will be permitted to hold a run as fireman out of any terminal or yard on an operating subdivision while a junior engineer is working on the engineers’ extra lists, or holding an assignment as engineer out of any terminal or yard within such operating subdivision, provided, however, that an engineer cut off the engineers’ extra list at any terminal or yard within the seniority district covered by this agreement may displace any engineer his/her junior within the seniority district. Engineers will, however, be required to fill all positions of engineers within their seniority district, subject to the following:

NOTE 1: As used in subsection g(2) of paragraph A), Section 1 of this agreement, the terms “operating subdivision” shall be understood to embrace the zones and yards set forth below:

Idaho Division:

<u>Road</u>	<u>Yards</u>
Zone I – (Pocatello-Montpelier & Branches)	Pocatello
(Pocatello-Glenns Ferry & Branches)	Twin Falls
(Pocatello-Lima & Branches)	Idaho Falls
Zone 2 – (Montpelier-Green River)	Montpelier
Zone 3 – (Glenns Ferry-Huntington)	
Zone 4 – (Nampa-Huntington & Branches)	Nampa & Boise
Zone 5 – (Lima-Butte)	

Utah Division:

Zone 6 – (Salt Lake City-McCammon*)	Salt Lake City Ogden
-------------------------------------	-------------------------

*Modification to Zone 6 pursuant to Hub Merger Agreements.

The terms “seniority district” shall be understood to embrace the territory Salt Lake City to Butte and Granger to Huntington.

Example 1: An engineer demoted at A (Glenns Ferry) may displace any engineer his/her junior working on assignments under the jurisdiction of the protecting extra boards at B (Nampa), C (Pocatello), D (Montpelier), E (Lima) or F (Salt Lake City), or he/she may exercise his/her seniority as a fireman at A (Glenns Ferry) or he/she may exercise his/her seniority as a fireman on any assignment at any point within any of the zones specified under Note 1, Section A) of this agreement, provided there are no engineers his/her junior working at the point where he/she exercises seniority as fireman.

Example 2: If, under Example 1, the employe exercises his/her seniority as fireman at A (Glenns Ferry) or on any assignment under the jurisdiction of the extra board at A (Glenns Ferry), he/she cannot thereafter exercise his/her seniority as engineer at B (Nampa), until such time as he/she is again restored to the engineers working list at A (Glenns Ferry) except as provided in Example 5.

Example 3: Where a demoted engineer exercises his/her seniority rights as fireman at A (Glenns Ferry), per Example 1, and he/she is ultimately cut off the firemen's working lists at A (Glenns Ferry), he/she may exercise his/her seniority rights as fireman at B (Nampa), C (Pocatello), D (Montpelier), E (Lima) or F (Salt Lake City), subject to the conditions specified in Example 1.

Example 4: Where, under Example 3, an employe exercises his/her seniority as an engineer at C (Pocatello) after exhausting his/her seniority as a fireman at A (Glenns Ferry), he/she may return to A (Glenns Ferry) as fireman, provided there are demoted engineers available at C (Pocatello). If there are no demoted engineers available at C (Pocatello), he/she may return to A (Glenns Ferry) as fireman when a junior engineer becomes available at C (Pocatello), and his/her seniority will permit.

Example 5: The right of the carrier to man the service at terminals A (Glenns Ferry), B (Nampa), C (Pocatello), D (Montpelier), E (Lima) and F (Salt Lake City) is conceded and where the services of an engineer are required and there are an insufficient number of engineers at the terminal or yard where vacancies for engineers exist, the senior demoted engineer firstly within the nearest zone, if any, may be forced to the terminal or yard where his/her services are required; secondly, if there are no demoted engineers at any location within the nearest zone where his/her services are required, the senior demoted engineer within the nearest adjoining zone may be forced to the terminal or yard where his/her services are required and needed and such movements shall be considered as an exercise of seniority rights under the deadhead rules of the applicable schedule agreements.

Section 2. The terms and provisions and the Examples 1 through 5 under Section 1 A, including Note 1 shall apply with respect to yard engineers working as yard engineers or on yard engineers' extra lists..

Section 3. This agreement will become effective November 10, 1972 but may be terminated upon thirty (30) days written notice on the part of one party signatory hereto served upon the others, and when so terminated the provisions of Section (g) of BLE Rule 112 and Section (g) of UTU-E Rule 97 shall be solely applicable and which rules read as follows:

“No demoted engineer shall be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list, or holding a regular assignment as engineer on such seniority district.”

Dated at Pocatello, Idaho this 8th day of November, 1972.

(Signatures Omitted)

APPENDIX 23.

MEMORANDUM AGREEMENT

EO 2131

When reductions are made in the number of engineers assigned to any through freight service pool, reductions shall be made in the reverse order of seniority provided, however, that if a senior engineer has made written application to crew management to be removed from the freight pool when reductions occur, such engineers shall be reduced from the freight pool in seniority order.

The foregoing understanding shall be effective November 16, 1964 and shall continue in effect thereafter subject to the condition that it shall automatically terminate and have no further force or effect fifteen (15) days after written notice of its desire to terminate same is served by either party upon the other.

Dated at Salt Lake City, Utah this 5th day of November, 1964.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ W. B. Gaskins
General Chairman

UNION PACIFIC RAILROAD COMPANY

s/ F. C. Wood
Assistant to Vice President

s/ N. B. Beckley
Assistant to Vice President

APPENDIX 24.

Familiarization Board – Helper, Utah. Agreement dated January 29, 2001. The familiarization board will have the same guarantee, pay and offset provisions of the controlling extra board agreement.

Familiarization Board – Portland Zones 2 and 3 and Salt Lake City Hub. Agreement dated November 1, 2001. The familiarization board will have the same guarantee, pay and offset provisions of the controlling extra board agreement.

Familiarization Board – Portland Zone 1. Agreement dated January 22, 2007. The familiarization board will have the same guarantee, pay and offset provisions of the controlling extra board agreement.

File: 110617304

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

FAMILIARIZATION BOARD (Helper, Utah)

At Helper, Utah, it is agreed:

1. Engineers requiring familiarization may be removed from their extra board or other assignment and temporarily placed on a Familiarization Board.
2. The Familiarization Board shall have the same guarantee, pay and offset provisions of the controlling extra board agreement.
3. The Local Chairman and CMS will work together to rotate engineers through the Familiarization Board.
4. Engineers on the Familiarization Board will not have the protection offset for working a lower paying assignment. If the assignment they are taken from is higher paying than their TPA, they will be paid the difference in earnings.

This agreement may be cancelled by either party serving a five-day written notice upon the other.

SIGNED THIS 29th DAY OF JANUARY 2001.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS**

s/ T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director – Labor Relations

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Familiarization Board

In connection with the Portland Hub Zone 2 and 3 and the Salt Lake City Hub, it is agreed:

1. Engineers requiring familiarization may be removed from their extra board and/or other assignments and temporarily placed on a familiarization board.
2. The engineer placed on the familiarization board will be compensated as if working the assignment.
3. The familiarization board shall have the same guarantee, pay and offset provisions as contained in the Guaranteed Engineer's Extra Board Agreement of the respective hubs.
4. Engineers on the familiarization board will not have their protection offset for working a lower paying assignment. If the assignment they are taken from is higher paying than their Protection Guarantee they will be paid a difference of earnings.

This Agreement may be cancelled by either party serving a 30-day written notice upon the other.

Signed this 1st day of November, 2001.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS**

s/ T. J. Donnigan
General Chairman-BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director-Labor Relations

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Familiarization Board - Portland Hub Zone 1

In connection with the Portland Hub Zone 1, it is agreed:

1. Engineers requiring familiarization may be removed from their extra board and/or other assignments and temporarily placed on a familiarization board.
2. The engineer placed on the familiarization board will be compensated as if working the assignment for which called.
3. The familiarization board shall have the same guarantee, pay and offset provisions as contained in the applicable Guaranteed Engineer's Extra Board Agreement for the Portland Hub.
4. If applicable, engineers on the familiarization board will not have their protection offset for working a lower paying assignment. If the assignment they are taken from is higher paying than their Protection Guarantee they will be paid a difference of earnings.

This Agreement may be cancelled by either party serving a 30-day written notice upon the other party.

Signed this 22nd day of January, 2007.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS
AND TRAINMEN:**

s/ T. J. Donnigan
General Chairman, BLET

FOR THE CARRIER:

s/ Alan L. Weed
Director Labor Relations
Arbitration and Negotiations

APPENDIX 25.

MEMORANDUM AGREEMENT

(EO 2319)

Vacancies created by regularly assigned yard engineers taking vacations in the Salt Lake yard, shall be filled by the senior yard engineer, regular or extra, who has an application on file with crew management at Salt Lake City, three hours in advance of the time the position is scheduled to go to work on the first day of such vacancy.

If no applications are on file with crew management, as above provided, the vacancy shall be filled in accordance with the provisions of Rule 78 of the Schedule Agreement.

In the event the vacation vacancy is assigned to an engineer from the yard engineers' extra board and such engineer is displaced in the exercise of seniority within 48 hours of the time the vacation vacancy begins and such extra engineer returns to the yard engineers' extra board, he/she shall, if fully rested and available, take the same position on the extra board as held at the time he/she became assigned to the vacation vacancy.

This understanding shall be effective on October 16, 1967 and shall continue in effect thereafter subject to the condition that it shall automatically terminate and be of no further force or effect ten days after written notice is served by either party upon the other of its desire to terminate same.

Dated at Salt Lake City, Utah, this 9th day of October, 1967.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ W. B. Gaskins
General Chairman

UNION PACIFIC RAILROAD COMPANY

s/ F. C. Wood
Assistant to Vice President

TEMPORARY VACANCIES – POCATELLO YARD
MEMORANDUM AGREEMENT

IDE-5204

IT IS AGREED:

~~Note 3 of Rule 78(e) refers to Agreement IDE-5204, effective January 1, 1970, reproduced in Appendix 25, for application at POCATELLO:~~

Where the second paragraph of Rule 78(e) refers to the Guarantee Extra Board Agreement (GEBA) covering Portland Hub Zones 2 and 3 (#1403159630) and Side Letter #2 thereof, in the absence of either the GEBA or Side Letter #2, the following will apply:

~~The following shall be substituted for the Agreement of January 1, 1970:~~

"The first temporary vacancy created by a regular assigned Yard Engineer, being off his assignment in the Pocatello Yard, shall be filled by the senior regularly assigned Yard Engineer, who has an application on file with crew management at Pocatello two (2) hours in advance of the time the position is scheduled to go to work, either the first, second or third day of such vacancy. All remaining temporary vacancies will remain open for forty-eight (48) hours. If no application is on file with the Chief Crew Dispatcher, as above provided, the vacancy shall be filled in accordance with the provisions of Rule 78(e) of the Schedule Agreement. Only one such move, or assignment, on a temporary vacancy can be made in any one calendar day."

This Agreement shall be effective December 18, 1976, and co-effective therewith the Agreement effective January 1, 1970 is terminated.

This Agreement shall automatically terminate and be of no further force nor effect ten (10) days after written notice is served by either party upon the other of its desire to so terminate.

Dated at Salt Lake City, Utah, this 13th day of December, 1976.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
SUSPENSION SECTIONS (b) and (c) of BLE RULE 98

(IDF-5024)(EO-1668)(EO-1755)

R E C I T A L S O M I T T E D :

The Organization, Subject to certain defined and specified conditions, has requested that the provisions of Sections (b) and (c) of BLE, Rule 88 as above quoted, be suspended on a trial basis and other regulations be agreed to in lieu thereof.

Therefore, IT IS AGREED:

Section 1. Effective April 1, 1964, the provisions of Sections (b) and (c) of BLE Rule 88 insofar as such provisions may and do apply for filling vacancies occurring within the territories protected by and under the jurisdiction of the Pocatello Engineers' Extra Board are suspended in their entirety, subject to the terms and conditions as hereinafter defined and specified.

Section 2. Effective April 1, 1964, vacancies in local, road switcher (TSE), helper, mixed, beet and work train service will be filled by extra engineers from the Pocatello Engineers' Extra Board in accordance with the controlling and governing first-in, first-out, calling, manning of service, and other effective regulations of the BLE Agreement, including the provisions of BLE Rule 40 (Extra Engineers – Outlying Points) when such vacancies occur at an outlying point.

Section 3. The provisions of Section 2 of this Agreement shall apply to the filling of vacancies occasioned by the absence of regularly assigned engineers because of mileage regulations, vacation absences, and leaves of absence for personal and other reasons, and vacancies which are under bulletin and pending assignment in accordance with the bulletin and assignment rules.

Section 4. This agreement is entered into for trial purposes only and the suspension of Sections (b) and (c) of Rule 88 as provided herein are limited and confined to the territories within and under the jurisdiction of the Pocatello Engineers' Extra Board. The suspension as herein provided does not change, modify or alter the present provisions and sections of Rule 88 and the practice thereunder as such provisions may apply in filling vacancies of engineers at points and locations outside the jurisdiction of the Pocatello Engineers' Extra Board.

Section 5. This Agreement shall be effective April 1, 1964 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect fifteen (15) days after written notice of its desire to so terminate is served by either party upon the other. Upon termination as herein specified, rules and practices in effect as of March 31, 1964 shall be automatically restored.

Dated at Portland, Oregon this 23rd day of March, 1964.

(Signatures Omitted)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory: Salt Lake City-Butte Granger – Huntington
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(EO 1905)

IT IS AGREED:

1. Subject to the conditions set forth in Section 2 hereof, Sections (e), (f) and (k) of Rule 86 of the Schedule Agreement effective April 1, 1956 are amended to read as follows:

“(e) Temporary vacancies after having been open three days may be taken by the senior assigned or extra engineer in that yard having an application on file at the expiration of the third day. Other regular or extra engineers in that yard shall be permitted to fill resulting vacancies according to their seniority.

"Each succeeding vacancy occasioned by the first vacancy must be taken within 48 hours from the time the first vacancy is filled. When the regular assigned engineer returns, whose absence caused the first temporary vacancy, all engineers will revert to their assignments except engineers may move on to other temporary vacancies that have been created during the time they were holding a temporary vacancy under the original move."

“(f) Engineers holding temporary vacancy under the three-day provisions of Section (e), when displaced, will not be permitted to exercise seniority to permanent vacancies or new positions assigned to junior engineers while the engineer was holding the temporary vacancy. Engineers holding temporary vacancy must apply for permanent vacancies or new positions or forfeit rights to same."

“(k) A temporary vacancy not filled under other sections of this rule shall, upon request of the Local Chairman, be bulletined after having been vacant for sixteen days, except vacation vacancies."

2. The amendments in Sections (e), (f) and (k) of Rule 86, as set forth in Section 1 hereof, shall be effective April 1, 1960 and thereafter subject to the condition that this agreement shall terminate automatically thirty (30) days after written notice of desire to terminate is served by either party upon the other. In the event of termination as herein provided, Sections (e), (f) and (k) of Rule 86, as same appear in the Schedule Agreement effective April 1, 1956 shall be reinstated without change.

Dated at Salt Lake City, Utah this 25th day of March, 1960.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

By s/ W. B. Gaskins
General Chairman

UNION PACIFIC RAILROAD COMPANY:

By s/ F. C. Wood
Assistant to Vice President

AGREEMENT - IDE-5605

Pursuant to a request from the Brotherhood of Locomotive Engineers that permanent yard engineer vacancies at Nampa, Idaho be bulletined on a 24-hour basis;

IT IS AGREED:

The following is hereby adopted as a provision of agreement to be identified as a supplemental agreement to Rule 85 and Appendix 24 for application at Nampa, Idaho only, "Seniority Bulletins--Assignments" of the Schedule Agreement effective January 1, 1977:

- (a) Permanent vacancies originating on yard jobs prior to 10 AM on a given day will be bulletined on that same calendar day and assignment made the following day at 10 AM.
- (b) Permanent vacancies originating after 10 AM on any given calendar day will be bulletined the following calendar day with assignment made the next following day at 10 AM.
- (c) This agreement will in no way change or modify existing rules and agreements concerning temporary vacancies in yard service

This agreement shall be effective May 1, 1983 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect fifteen (15) days after written notice of its desire to so terminate is served by either party upon the other. Upon termination as herein specified, rules and practices in effect as of April 30, 1983 shall be automatically restored.

Dated at Portland, Oregon this 5th day of April, 1983.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ R. L. Jones
General Chairman

UNION PACIFIC RAILROAD

s/ J. E. Cook
Director Labor Relations – NWD

APPENDIX 26.

Donation of Personal Leave Day and Vacation. The parties' Letter of Understanding dated August 30, 2000 outlining the process for employees to donate personal leave day(s) and/or vacation day(s) to a co-worker in need. BLE Local Chairmen collect donation forms and handle same with the appropriate Carrier representative.

AGREEMENT

No. 1912119693

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

VACATION/PERSONAL LEAVE DEDICATION

This program is designed with the intent to permit engineers to voluntarily assist co-workers, who must be off work for a prolonged period of time due to serious illness or injury to themselves, spouses or dependent minor children.

CRITERIA

1. This program is not for use in cases involving on-the-job injuries.
2. The program will be administered by the appropriate BLE Local Chairman and candidates must be approved by the Director-CMS.
3. Candidates must have exhausted all of their own vacation and personal leave days.
4. Solicitation of vacation (one week increments) and/or personal leave days to be donated will be on an as needed basis; there will not be a pool from which to draw.
5. Solicitations will be conducted by the BLE Local Chairman following approval of the candidate by the CMS Director. The Local Chairman will provide the CMS Director with a list indicating the name's of the donor's, social security number(s), number of vacation weeks and/or personal leave days to be donated and the name of the candidate to whom donated.
6. Vacation/personal leave days donated will be allowed to the approved candidate on a daily basis. There shall be no payments made in lieu of the days donated.
7. Vacation/personal leave days donated will be deducted from the donor's/donors' vacation and/or personal leave days. Personal leave days will be deducted beginning with carry-over days. Payment will be credited to the designated candidate. Donations may not be revoked and will not be restored if not used by the candidate.

8. Vacation/personal leave days donated (dollar equivalent) will be considered in calculation of any current guarantee/protection payments in favor of both the candidate and the donor/donors; but will not be considered as compensated earnings for any other purpose whatsoever.

9. (a) Vacation donated will, be allowed at rate of 1/52 of the candidate's previous year's earnings but not less than six (6) minimum basic days at the rate of the candidate's last service, if road service or five (5) minimum basic days at the rate of the candidate's last service, if yard service.

(b) Personal leave days donated will be allowed at the basic standard through freight rate (presently \$140.36).

(c) Donations are subject to appropriate deductions, i.e., Railroad Retirement Tax, Union Dues, State and Federal Taxes, etc.

10. Vacation/personal leave days donated must be used by the candidate in the calendar year in which donated and may not be carried over. Days not used shall be forfeited.

11. Director - CMS will, upon receipt of the appropriate information from the BLE Local Chairman, ensure that necessary handling is given to transmit the information to timekeeping for processing and will furnish the Service Unit Superintendent with copy.

This is a voluntary program and no claims or grievances may be filed or progressed in connection therewith. This program is subject to cancellation by either party upon five (5) days' written notice to the other party signatory hereto.

This agreement, signed this 16 day of December, 1996, is without prejudice to the position of either party and is not to be referred to by either party in any other matter whatsoever.

FOR THE ORGANIZATION:

s/ D. L. Stewart
General Chairman - BLE

FOR THE CARRIER:

s/ T. L. Wilson, Sr.
Director - Labor Relations

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

UNION PACIFIC RAILROAD COMPANY

August 30, 2000

2210-4

T. J. Donnigan, General Chairman
Brotherhood of Locomotive Engineers

Dear Mr. Donnigan:

On several occasions Union Pacific and various BLE Committees have made arrangements to allow employees to donate vacation and/or personal leave to a co-worker in need by request. In order to create a more systematic and simple procedure for these donations, Union Pacific agrees to allow the BLE to submit the enclosed donation forms when the need arises.

In simplifying this process, the parties agree as follows:

1. This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.
2. No payments will be made in lieu of time donated, to either the Donor or Donee.
3. It is the responsibility of the Local Chairman to collect and submit all donation forms for a given Donee at one time to the Labor Relations Department.
4. This arrangement may terminate upon ten (10) days written notice by either the BLE or Union Pacific. Furthermore, this arrangement is done without prejudice to the position of either party and shall not be cited as precedent.

If you agree, please so indicate in the designated place on both originals, returning one to me and distribute this information to your Local Chairmen.

Sincerely,

s/ W. E. Loomis

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

DONATION OF PERSONAL LEAVE/VACATION DAYS

I, _____ agree to donate _____ eligible Personal Leave Day(s),
(Donor's Name)

and/or _____ designated vacation day(s) to fellow employee _____ to be used
by the end of this calendar year. (Donee's Name)

I understand that this donation cannot be revoked. If the Donee cannot or does not use said donated days by the end of this calendar year, such days will be forfeited. There shall be no payments made in lieu of the days donated, either to the Donor or Donee. In addition, I acknowledge that the days I donate will be deducted from my entitlement at the time of donation and I may not reclaim the days I donate if the Donee does not use them.

Donor and Donee agree to the following:

(a) If donating vacation days:

The scheduled vacation days donor chooses to donate are the following _____.

(b) Vacation/personal leave days will be paid in consecutive days.

(c) Personal leave days will be deducted beginning with carry-over days.

(d) Vacation days donated will be allowed at the rate of 1/52 of Donee's previous year's earnings but not less than six (6) minimum basic days at the rate of the fast service, if road service or five (5) minimum days at the rate of the last service if yard service.

(e) Personal leave days donated will be allowed at the basic standard through freight rate.

(f) Donations are subject to appropriate deductions, i.e. Railroad Retirement Tax, Union Dues, State and Federal Taxes, etc.

(g) This is a voluntary program and as such no claims or grievances will be filed or progressed in connection therewith.

Name of Donee

Signature of Donor

SSN of Donee

SSN of Donor

Date

APPENDIX 27.

Vacancy Procedures covering Salt Lake City. Letter of Understanding dated May 17, 1988. Identifies steps for CMS Policy Manual for protecting road and yard vacancies. Road = five (5) steps. Yard = five (5) steps. Agreement supersedes Appendix 17 of the 1977 Idaho Schedule.

Letter of Understanding dated May 18, 1988 where Appendix 18 of Schedule (RLA-6-420) is not affected by implementation of EO-1300.

UNION PACIFIC RAILROAD COMPANY

May 17, 1988

EO-1300

Cy: EO-1396, EO-2852 and EO-2825

Mr. T. J. Donnigan
General Chairman, BLE
242 W. Lewis, Room 6
Pocatello, ID 83204

Dear Mr. Donnigan:

The following vacancy procedures shall be implemented for protecting all engineer vacancies at Salt Lake City:

ROAD VACANCIES

1. First out rested and available engineer from the Salt Lake City Road Engineers' Extra Board required to accept.
2. Senior qualified yard or road engineer on regular assignment on rest days with application to work emergency road service required to accept, if contacted.
3. First out rested and available engineer from the Salt Lake City Yard Engineers' Extra Board required to accept, if contacted.
4. Senior demoted engineer, from Salt Lake City including persons on off day.
5. Other existing rules to apply.

YARD VACANCIES

1. Senior engineer with application to work per Section 7 of IDE-5544 (Five-day Work

Agreement) otherwise known as the "float rule." If no applications, then use first out rested and available engineer from the Salt Lake City Yard Engineers' Extra Board, required to accept.

2. Senior yard or road engineer on rest day with application to work rest days for yard service only required to accept, if contacted.
3. First out rested and available engineer from the Salt Lake City Road Engineers' Extra Board required to accept, if contacted.
4. Senior demoted engineer including persons on off day from Salt Lake City required to accept, if contacted.
5. Other existing rules to apply.

During the time this Agreement is in effect, it shall supersede any provisions of Agreement that may be in conflict therewith.

This Agreement shall be effective June 1, 1988 and thereafter subject to cancellation by either party upon the serving of thirty (30) days' advance written notice of their desire to so cancel.

In the event of termination as herein provided, all rules and practices in effect May 31, 1988, shall be automatically restored.

Dated at Salt Lake City, Utah this 17th day of May, 1988.

Yours truly,

s/ W. S. Hinckley

Director Labor Relations

AGREED:

s/ T. J. Donnigan

General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY

Mr. T. J. Donnigan
General Chairman, BLE
242 W. Lewis, Room 6
Pocatello, ID 83204

Dear Mr. Donnigan:

This has reference to our proposed Agreement of May 17, 1988, File EO-1300, concerning vacancy procedures to be implemented for protecting all engineers' vacancies out of Salt Lake City.

This will confirm our understanding in conference that Memorandum Agreement RLA-6-420 found as a part of Appendix 10, Part A of the current Schedule, are not affected by our May 17, 1988 Agreement. If you concur, please indicate in the space provided for that purpose.

Yours truly,
s/ W. S. Hinckley
Director Labor Relations

A C C E P T E D:

s/ T. J. Donnigan
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY

May 18, 1988

EO-1300

CY: EO-1396, EO-2852
and EO-2825

Mr. T. J. Donnigan
General Chairman, BLE
242 W. Lewis, Room 6,
Pocatello, ID 83204

Dear Mr. Donnigan:

This has reference to Agreement dated May 17, 1988, our File EO-1300, modifying Appendix 27 and setting forth vacancy procedures used in protecting all engineers' vacancies at Salt Lake City, both road and yard.

This is to confirm our understanding that the Agreement dated November 5, 1987 and our subsequent letter of November 13, 1987, File EO-2825, covering OUR&D engineers qualifying on engineers' jobs out of Salt Lake City, was not changed with our May 17, 1988 Agreement. The OUR&D Agreement falls into the category as step No. 5 "Other Existing Rules to Apply". If you concur, please indicate by signing in the space provided for that purpose and return the original to this office.

Yours truly,

s/ W. S. Hinckley
Director Labor Relations

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

cc: Mr. H. C. Coleman

APPENDIX 28.

Intended Trip Rule Agreement dated April 4, 1977. Engineers who are called for and begin a straight-away trip to objective terminal and turned back to original terminal are entitled to payment of district miles or actual miles run, whichever greater. Engineer will then be held first-out for service after accumulating rest in accordance with BLE Rule 110. Implementation of trip rates pursuant to Article V Part B provides for the payment of a one-way trip rate.

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

RLA-6-420
(BLE)

IT IS AGREED:

A regularly assigned through freight engineer who is called for and begins an intended straight-away trip from one interdivisional terminal to another interdivisional terminal, then is turned back to the starting terminal on a continuous trip and tied up, shall be paid for service performed under governing rules or the actual straight-away mileage between the terminals at the through freight rate, whichever is greater .

Upon completion of such turnaround service, the engineer shall stand first-out on the pool board but will not be used for service until expiration of eight (8) hours from time of release from duty (ten (10) hours if Law tie-up) if other engineers are available and no claims for runaround shall be applicable in these circumstances.

This Agreement shall be effective April 1, 1977.

Dated at Salt Lake City, this 4th day of April, 1977.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

APPENDIX 29.

Intended Trip Rule dated January 23, 1978. Through freight engineers assigned to work Salt Lake City, Utah to Pocatello, Idaho who are called for and begin an intended straight-away trip and turned back to Salt Lake City for any reason on a continuous trip or tour of duty shall be paid under the governing rules and will be returned to the first-out position after attaining legal rest.

MEMORANDUM AGREEMENT

EO 1378

IT IS AGREED:

The following shall be adopted as a provision of Agreement to be identified as an amendment to paragraph 10 of Agreement EO-1378 reproduced in Appendix 5, Page 113 of the January 1, 1977 Work Rules Agreement:

“Regularly assigned through freight engineers in the Salt Lake-Pocatello pool, used pursuant to Paragraph 10 of Agreement EO 1378, reproduced in Appendix 5, Pages 112-113 of the January 1, 1977 Work Rules Agreement, who are called for and begin an intended straight-away trip to Pocatello and turned back to Salt Lake for any reason, on a continuous trip and tied up, shall be paid for service performed under governing rules or the actual straight-away mileage between the terminals, whichever is greater.

“An engineer in the Salt Lake-Pocatello pool called and released, after performing service and/or beginning an intended straight-away trip and turned back to the starting terminal, will stand first-out in the pool after attaining legal rest.”

This Agreement shall supersede the Agreement effective January 16, 1978, and shall be effective February 16, 1978 and thereafter, subject to termination by either party upon serving thirty (30) days advance written notice to the other party of their desire to so terminate.

Dated at Salt Lake City, Utah, this 23rd day of January, 1978.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

APPENDIX 30

Relief and Staging Service (RSS) Agreement dated September 10, 1998 applicable to the Eastern District and Salt Lake City Hub provides for HG-Relief up to 100 miles from switching limits and staging trains up to thirty (30) miles from the switching limits. RSS assignments are governed by bulletin requirements and will be assigned five (5) days per week. RSS assignments will be guaranteed a minimum of two (2) times the basic day at the five (5) day yard rate each day (1.2 million lbs. weight on driver). RSS assignments can only be established at Ogden and Salt Lake City, Utah, Las Vegas, Nevada and Grand Junction, Colorado. RSS assignments are subject to starting time provisions and other seniority and work limitations specified therein.

MEMORANDUM OF AGREEMENT

#1005209845

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Eastern District & Salt Lake Hub

RELIEF AND STAGING SERVICE

During certain periods of time Carrier is burdened with consistent Hours of Service/recrewing and the staging of trains due to many factors such as but not limited to weather, maintenance of way projects, re-routing, detouring and train performance. The consistent use of employees for Hours of Service/recrewing and staging obviously deflates the manpower levels at the affected terminals which in turn compounds the entire situation.

The parties to this Agreement mutually recognize there must be established provisions to address these periods of time without compromising in any manner the need for Carrier to ensure adequate manpower levels and proper train performance.

The parties, met to reach an acceptable arrangement. The following represents this mutual arrangement:

ARTICLE I -- CLASS OF SERVICE/SCOPE

Section A. The applicable Road Schedule of Agreements are amended to the extent a new service is established and identified as Hours of Service Relief and Staging Service (RSS). The scope of the RSS assignments follow:

(1) To perform Hours of Service relief and/or recrewing of crews in all classes of service.

(2) To perform the staging of trains .

(3) RSS assignments are not intended to perform any service other than the scope functions identified above, nor will such assignments perform any switching. RSS assignments may, however, perform those permissible work events enroute and inside switching limits in the same manner and with the same limitations as pool freight crews under the applicable road/yard agreements. In instances where an RSS assignment takes a train from one side of a terminal to the other side, the terminal will then be

considered an "intermediate point" for purposes of applying the road/yard provisions of the National Agreements. Further, it is not the intent by establishing RSS assignments to replace existing zone locals, pool crews, and/or yard engines.

ARTICLE II -- WORK RULES AND RATES OF PAY

Section A. RSS assignments may operate on all sides of district terminals during a single tour of duty and will not be subject to the provisions of any rule (Idaho or Eastern Schedule) arguably requiring an automatic release when operating into and out of a terminal. Further, multiple trips from and to the district terminals are permissible and all transportation, deadhead, Hours of Service, recreding and/or staging of trains will be considered in combined service.

Section B. RSS assignments will be assigned by the existing zone local/road switcher bulletin rules, indicating the starting time, days of assignment and rest days. Engineers will be assigned to protect this service five (5) days per week with rest days and Carrier may bulletin as many RSS assignments at a terminal as needed to include one or more relief assignments to protect the rest day vacancies.

Section C.

(1) Engineers assigned to RSS assignments will be guaranteed a minimum of two (2) times the basic day at the Eastern/Idaho District Zone Local/Traveling Switcher rate for each assigned day of service at the three unit (1,200,000 lbs.) rate. Extra Engineers working in RSS service will also be compensated the same rate for each day of service.

NOTE 1: This rate is subject to future wage adjustment and/or COLA on and after the date of this Agreement. The entry rate provisions set forth in Article IV, Section 5 of the 1991 National Agreement are waived for all engineers working on RSS assignments. Further, this rate does not include the special pay differential under Article V of the November 7, 1991 Implementing Document or the certification pay as provided in Award or Arbitration Board 564.

NOTE 2: Engineers regularly assigned to RSS assignments will be guaranteed not less than an RSS Basic Day for each day assigned or held for service except as provided in Section E hereof.

(2) Overtime (1.5 times the RSS daily rate) will be allowed after ten (10) hours on duty. Terminal delay payment or any other yard/road arbitraries are not applicable to Engineers working on RSS assignments.

NOTE: It is the intent Engineers will be paid two (2) times the basic day at the Zone Local rate per day and overtime after ten (10) hours without any regard to the number of miles actually run. In other words, two (2) times the basic day at the Zone Local rate is the basic day for RSS service. The RSS Basic Day counts as one day for purposes of, but not limited to, vacation qualification, guarantee computation. In addition, it is also understood there is no mileage component.

Section D.

(1) RSS assignments may only be established at the listed terminal below:

Ogden	Salt Lake City
Las Vegas	Grand Junction, Co

(2) Engineers assigned to RSS assignments will have a fixed starting time with an automatic report. Engineers assigned to RSS assignments may be started up to two (2) hours later than bulletin 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. If regular assigned Engineers are started more than two hours later than the bulletined starting time, compensation will commence at the bulletined starting time.

(3) In the event Hours of Service rest requirements prevent an assigned RSS engineers from performing service on an assigned workday, such engineer will be paid for that day at the basic daily rate (two (2) times the basic day at the Zone Local/Traveling Switcher rate) established by this agreement.

Section E. Regular assigned Engineers on RSS assignments will be governed under the Holiday Compensation and Qualification Rules because holiday compensation is provided to engineers assigned to RSS assignments, personal leave days will not apply. For purposes of holiday pay, the Basic Day is provided in Section C(2) (Note).

Section F. In performing service under the scope of RSS assignments as identified in Article I, crews will be limited to the following boundaries:

(1) Hours of Service/Recrewing -- RSS assignments will not perform Hours of Service and/or recrewing of trains which are beyond one hundred (100) miles from the switching limits of their assignment. Hours of Service and/or recrewing which is required beyond 100 miles will be performed by other crews in accordance with the Schedule of Agreement.

(2) Staging -- RSS assignments may take a train at a terminal or on one side of a terminal through to the far side for staging. Thirty (30) miles on the far side from the switching limits of the terminal will be the far boundary for this staging service.

(3) The boundary limits set forth in this Section G will be identified by specific mileposts for each terminal listed in Section D. The switching limits referred to in this Section G are those which are in effect as of the date of this Agreement.

Section G.

(1) It is understood Hours of Service/Recrewing and/or Staging of trains is not confined to RSS assignments and may continue to be performed by other crews/assignments as provided under the provisions of the Schedule Rules and/or Agreements. Further, the establishment of this new RSS service does not amend any of the current rules regarding the rights and/or compensation of other crews/assignments from performing this service.

(2) It is understood Carrier is under no obligation to establish RSS assignments.

ARTICLE III – SENIORITY RIGHTS

Section A. Inasmuch as RSS assignments established may operate over more than one (1) seniority district, assignments and protection will be as follows:

(1) The number of RSS assignments established at a terminal covering two (2) seniority districts will always be equally divisible by 2 and will be shared between Engineers of those districts on a 50% basis.

(2) Vacancies on assignments will be filled by the applicable extra board at the terminal of the assignment.

(3) RSS assignments will be identified by prior right for the benefit of the employees and for assignments.

(4) Vacancies on any RSS assignment in excess of five (5) days or known vacancies to be in excess of five (5) days will be filled by the senior prior right Engineer making application for the temporary vacancy; secondly, by the senior non-prior right Engineer. Absent voluntary application for such temporary vacancy, the assignment will be filled on a day-to-day basis by the applicable extra board.

Section B.

(1) RSS assignments established at the following terminals within the Salt Lake City Merger Hub seniority zone will be designated with prior rights as follows:

(a) Salt Lake City (including North Yard and Roper Yard) - A minimum of four assignments with each prior right district being entitled to one assignment. Based on dovetailed seniority, the senior engineer will have first choice of the four assignments. Once a prior right district engineer has been assigned, that prior right district will have no further right to other assignments remaining in the set of four. Additional assignments will be bulletined and assigned in accordance with the above principle; i.e., an additional assignment would be assigned to the senior dovetailed engineer, the second assignment to the senior of the three remaining prior right districts and so forth.

(b) Ogden - Assignments will be bulletined by twos, split 50% prior right SP and 50% prior right UPED 7th District. RSS service at Ogden is limited to territory east and west of Ogden, however, trains destined for Salt Lake City may be taken through Ogden to Salt Lake City and yarded as an exception to the 30-mile provision in Article II, Section F(2).

(2) Vacancies on the assignments will be filled by the applicable extra board at the terminal of the assignment.

Section C. In the event applications are not received for RSS assignments, the senior Engineer on the district not working as such will be force assigned.

Section D. In the event when vacancies exist under this Article and the applicable extra board is exhausted, the other extra board at the terminal will be utilized.

ARTICLE IV – GENERAL

Section A. This Memorandum of Agreement is made with the understanding that unless specifically outlined herein, all other rules of the basic Agreement including separate Memorandum of Agreements and National Agreements are not in any manner altered. As such, permitting RSS assignments to operate on both sides of a terminal does not in any manner indicate other assignments, which are currently restricted from doing so, may operate in this manner.

Section B. This Memorandum of Agreement is made without prejudice to the parties' positions and will not be cited in any future negotiations.

Section C. This Memorandum of Agreement will become effective on full execution and will remain in effect for a period of six (6) months, after which either party may give thirty (30) days notice to cancel the agreement. Unless agreed otherwise to extend the time period, during this thirty (30) day period, the parties will meet to determine if the agreement should be or can be amended in order to remain in effect. If this is not possible, at the end of the thirty (30) day period, the agreement will be canceled in its entirety.

Signed this 10th day of September, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY**

s/ M. A. Young
General Chairman BLE (ED)

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

s/ M. A. Mitchell
General Chairman BLE (Idaho)

APPENDIX 31

In accordance with the Portland Hub Zone 1 Merger Agreement, Side Letter #3, the following provisions were retained at the specific request of BLE Division 236 at Portland, Oregon.

Outside Point Assignments - Memorandum of Agreement dated March 1, 1993 applicable to the Second District of the Oregon Division. The Memorandum of Agreement amends the Basic Schedule of Agreement effective August 1, 1970 (former Oregon Schedule) and Rule 110 (Seniority Bulletins, Vacancies and Assignments) and Rule 111 (Changes in Assignments) and Rule 121 (Exercising Seniority Displacements) contained therein.

Redmond Traveling Switcher Assignments - The Tri-Party Agreement dated October 29, 1969 provides for the handling of bulletins, vacancies and force-assignments covering the Redmond, Oregon Traveling Switcher assignments, otherwise known as the "Oregon Fence Rule."

MEMORANDUM OF AGREEMENT
#1102049392
between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Oregon Division - Northwest District
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

OUTSIDE POINT ASSIGNMENTS

The Basic Schedule of Agreement effective August 1, 1970 (former Oregon Division) provides in Rule 110 for Seniority Bulletins, Vacancies and Assignments, Rule 111 for Changes in Assignments and in Rule 121 for Exercising Seniority Displacements.

In regard to the above rules, the parties have agreed to the following amendment with respect to those rules as each apply to outside point assignments on the Second District of the Oregon Division..

1. All outside point assignments on the Oregon Second District (for example The Dalles) will be bulletined and governed under the following conditions:

A. Beginning with the year 1993 and thereafter, vacancy and assignment bulletins shall be issued on May 16, closing on June 10 with as assignments made June 15 and the employe placed on the assignment no later than July 1.

NOTE: If any of the above dates fall on a weekend the following first weekday will be used. If any of the above weekday dates is a holiday, the following first weekday will be use.

B. (1) Engineers (voluntary or involuntary) currently assigned to an outside point shall remain on the assignment and shall not be subject to displacement in the exercise of seniority or

the right to leave such assignment until the dates described in Section 1 A, except if such Engineer was forced assigned (involuntary) such Engineer will hold the assignment until another junior Engineer is available or has been promoted and becomes available if such senior Engineer protecting the assignment has a written request on file with Carrier's Crew Management Office (CMS) to be relieved.

(2) Engineers assigned to an outside point under Section 1 A will also be governed under the provisions of Section 1 B(1).

2. At the expiration of twelve (12) months from assignment(s) made under Section 1 A, the assignment(s) will again be rebulletined as provided in Section 1, for seniority choice even though an Engineer is currently protecting the assignment.

3. Engineers assigned (voluntary or involuntary) to any position under this understanding shall not be compensated for any travel/ deadhead time.

4. The provisions set forth in Rule 111(a) - Changes in Assignment - applies under this agreement to the extent that the assigned Engineer on an outside point assignment may displace but not to another outside assignment covered by this agreement. Rule 111 (a) also applies to the bulletin process in that the position will be re-advertised under the normal procedures.

5. This Memorandum of Agreement will become effective February 1, 1993 and will terminate upon the serving of a thirty (30) day advance written notice by either party upon the other. In the event of such termination, the current provisions with respect to assignments and displacements will apply.

6. Where other agreements and provisions in the Basic Schedule of Agreement effective August 1, 1970 as well as any other agreements and/or practices are in conflict with this Agreement, the terms and condition of this Agreement shall govern.

Signed this 1st day of March, 1993

FOR THE ORGANIZATION:

s/ D. L. Stewart
General Chairman BLE

FOR THE CARRIER:

s/ L. A. Lambert
Director Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Northwestern District - Oregon Division)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
and the
UNITED TRANSPORTATION UNION - E DIVISION

TRAVELING SWITCHER ASSIGNMENTS – REDMOND, OREGON

RECITALS

On or about July 12, 1965, in order to improve service and provide adequate switching service at Redmond, Oregon, the carrier established a traveling switcher assignment at that location pursuant to the following provisions of the effective agreements --

BLE - Article 5 - Sections 5(a) and (b)
BLF&E - Article 5 - Sections 5(a) and (b)
ORC&B - Article 13- Sections 5(a) and (b)
BRT - Article 13- Sections 5(a) and (b)

Because of certain operational factors, the organizations have requested that special treatment be accorded to engineers who voluntarily accept service or who are forced to protect service on the Redmond traveling switcher.

The company, based upon these operational factors and subject to certain specified conditions, is willing to consider an equitable arrangement for application to the operation of the Redmond traveling switcher.

Therefore, IT IS AGREED --

Section 1. (a) Effective December 1, 1969, and for the year 1969 only, a vacancy bulletin for engineers shall be issued pursuant to provisions of the governing rules to cover the manning and establishment of the Redmond traveling switcher.

(b) Assignment bulletins for the year 1969, subject to the provisions of Section 2 hereof, shall be issued November 3, 1969 and the successful applicant for the position shall be placed upon the position no later than December 1, 1969.

NOTE: Vacancy bulletins issued under this paragraph (b) shall close on Wednesday, November 26, 1969.

(c) Thereafter, subject to the provisions of Section 2 hereof, vacancy and assignment bulletins shall be issued each year as follows –

<u>Vac.Bul*</u> Date of <u>Issuance</u>	<u>Asgmt.Bul.*</u> Date of <u>Issuance</u>	Date of <u>Asgmnt.</u>
May 16	June 15	July 1

*Except when such dates fall on Saturdays, Sundays and/or designated holidays, in which event the vacancy and/or assignment bulletins shall be issued on the following work day.

Section 2. (a) Any employe who has established and/or acquired seniority rights to road service as an engineer may apply for and be assigned to a position of engineer on the Redmond traveling switcher, subject to the terms and provisions of the seniority, bulletin and assignment rules of the effective BLE Agreement, except as to the time periods specified in paragraph (a) of Section 1 for the year 1969 and as specified in paragraph (c) of Section 1 for subsequent years.

(b) Engineers assigned (voluntarily or through being forced under the bulletin rules or through the application of the provisions of this agreement) to vacancies bulletined in response to the vacancy bulletin issue on November 3, 1969 in accordance with paragraph (a) of Section 1 and thereafter in accordance with paragraph (c) of Section 1 of this agreement, shall accept the assignment on the Redmond traveling switcher and shall not be subject to displacement in the excise of seniority for a period of one year, except as provided in paragraph (c) of this Section 2 and Section 4 of this agreement.

(c) If there are no applications received for bulletined positions advertised pursuant to paragraph (a) of Section 1 for the year 1969 and pursuant to paragraph (c) of Section 1 for subsequent years, the vacancy shall be filled by forcing the junior promoted engineer not working as such to the assignment who shall likewise hold the position until June 30 of the following year, except that under this provision the junior promoted engineer not working as such shall be relieved when another engineer his/her junior has been promoted and becomes available, provided the junior promoted engineer first went to the assignment has filed a written application with the boardman, the General Chairmen and the Assistant to Vice President to be so relieved, which written application must be filed within ten (10) days from the date of being forced assigned to the vacancy.

(d) Engineers who are assigned to the Redmond traveling switcher pursuant to Section 1 and/or paragraph (c) of Section 2 of this agreement shall not, in the exercise of seniority, be permitted to apply for any other vacancy or displace any other employe their junior on any other assignment during the one year period * referred to in Sections 1 and 2 of this agreement, except that a junior promoted engineer not working as such who has been forced to the assignment may be relieved therefrom under the specific terms and provisions of paragraph (c) or this Section 2.

Section 3. At the expiration or the one year period, the Redmond traveling switcher - if still in existence - will be bulletined for seniority choice and the provisions or Sections 1 and 2 of this agreement will govern for the next one year period.*

***NOTE.** For the purpose of applying Sections 1 and 2 of this agreement and on and after July 1, 1970 the phrases "one year period" or "for a period of one year" shall be understood and interpreted to mean a period of 12 months as follows --

July 1 through June 30.

Section 4. An engineer assigned to and/or forced to a position pursuant to the provisions of Section 1 and/or 2 of this agreement shall not be subject to displacement by any other engineer through an exercise of seniority in the application of any rule of the effective agreement, however established, except that an engineer who has been out of service through dismissal or suspension by the carrier during the bulletin period specified in paragraph (a) of Section 1 for the year 1969 and paragraph (c) of Section 1 for subsequent years, may exercise his/her seniority rights to the position if held by an engineer his/her junior provided such engineer exercises such seniority rights before accepting any other service; and provided, further, if the junior engineer to be displaced has on file a written application to be relieved pursuant to the provisions of paragraph (c), Section 2 of this agreement. An engineer making a displacement to the Redmond traveling switcher in accordance with this section shall, in that event, accept the assignment and shall remain assigned thereto until the position is again bulletined and assigned under the terms of this agreement, but in no case shall such engineer be permitted to vacate the position until June 30 of the following year.

Section 5. Vacancies on the Redmond traveling switcher occasioned by the absence of the engineers assigned or forced to such assignments shall be protected by available extra engineers from the extra board established to protect such assignments.

Section 6. (a) Where, because of operational or other conditions, it becomes necessary to change the starting time, terminals of the assignment, territory to be served, the number of trips, layover days and similar changes, the traveling switcher assignment shall be rebulletined in accordance with Sections 4(a) and 13(a) of BLE Article 39 and the provisions or Sections 1, 2, 3 and 4 of this agreement shall apply in filling such engineer vacancies, except that the engineer regularly assigned or established on the assignment shall have preference and shall be assigned to a position rebulletined pursuant to this Section 6 if he/she makes application for the rebulletined position.

(b) Where there are two or more traveling switcher assignments in existence at Redmond, Oregon and reductions are made in the number of assignments, the provisions of the last sentence of Section 13(a) of BLE Article 39 shall apply as between engineers at the same outside point. This particular provision of agreement reads as follows --

“Where a reduction of crews is involved in such assignments, the senior engineer not needed to fill the assignments may remain or exercise seniority elsewhere and, if they choose to remain, junior men will be displaced.”

(c) The provisions of paragraph (a) shall also apply when new traveling switcher assignments are established at Redmond, Oregon by the company and, if established after June 30 or any year and such road switcher assignments are in existence on May 16 of the following year, Sections 1 and 2 shall apply to such assignments.

Section 7. Engineers on traveling switcher assignments with Redmond, Oregon established as the on and off-duty point (home terminal) shall be compensated at the rate of pay in the weight-an-drivers bracket for the heaviest engine used during any tour of duty, but not less than the weight-on drivers bracket for engines weighing between 450,000 and less than 500,000 pounds, as follows --

<u>Weight on Drivers</u>	<u>ENGINEER</u>	
	<u>With Fireman</u>	<u>Without Fireman</u>
450-500,000	33.77	37.77

(Note: Rates of pay established under this Section 7 are the rates or pay applicable to yard engineers on five-day yard service assignments and shall be subject to general wage adjustments as specified and established by national agreements for yard service engineers.)

Section 8. (a) Where, in the application of this agreement, the total daily earnings from all sources under the basic day, mileage, overtime and other rules of the effective agreements, including any and all special and arbitrary allowances, do not produce 131 miles per day, engineers assigned or working on traveling switcher assignments with Redmond, Oregon as the established point for going on and off duty shall be guaranteed not less than 131 miles for each day service is performed on the assignment or for each day such engineers are held for service.

Note 1. In determining time and mileage allowed under Section 8 or this agreement where the miles run do not exceed 100 miles, overtime will, in that event, start to accrue at the expiration of eight hours.

Note 2. Under this section and in the administration of this agreement, an engineer who would otherwise qualify and would be eligible for holiday pay under the several national agreements dealing with paid holidays shall be entitled to holiday pay in accordance with the existing provisions as set forth in such national agreements, subject, however, to the condition that the engineer has otherwise fulfilled and has met the qualifying conditions as specified in such national agreements.

Section 9. Engineers applying for bulletined vacancies pursuant to Section 1 of this agreement and engineers forced to vacancies pursuant to paragraph (c) of Section 1 of this agreement shall be considered as having made an exercise of their seniority rights in the application of the deadhead rules in the controlling and governing agreements. Intermediate deadhead trips for any cause shall not be payable.

Section 10. Road switcher assignments established pursuant to provisions of this agreement may be bulletined and scheduled to operate on a five, six or seven day basis and, if established on a five-day basis, the layover days shall be consecutive.

Section 11. The provisions of Sections 1 through 10 of this agreement shall also apply with respect to traveling switcher assignments when established and while maintained with Hood River, Oregon as the home terminal point.

Section 12. Effective with the year 1970, the provisions of Sections 1(c) through 7, 9 and 10 of this agreement shall also apply with respect to the Second Seniority District allocated yard service assignments at Hinkle, Oregon, but the provisions of Section 8 of this agreement shall not apply to such yard service assignments, and shall apply to any Second Seniority District local assignment which has Hinkle, Oregon as the home terminal point.

Section 13. (a) Paragraph (g) of BLE Article 40 (ODE-586) as amended by the agreement (ODE-586) dated June 4, 1965 and paragraph (g) of Article 40 as amended by the agreement (ODF-542 and ODF-681) dated June 4, 1965, reads as follows--

“No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers extra list or holding a regular assignment as engineer on such seniority district.”

(b) In the application of paragraph (c) of Section 2 and other provisions of this agreement, the provisions of paragraph (g) of Article 40 in the respective BLE and UTU-E Division agreements, as above quoted, are suspended in their entirety and shall have no force or effect with respect to the filling, manning and protection of traveling switcher assignments at Redmond, Oregon and Hood River, Oregon and the yard service assignments at Hinkle, Oregon.

Section 14. Except as specifically set forth herein, nothing in this agreement shall be construed or interpreted so as to change, modify or amend any of the provisions of Section 5 of Article 5 of the Schedule Agreement or July 1, 1946.

Section 15. This agreement shall be effective December 1, 1969 and thereafter, subject to the condition that it shall automatically terminate and be of no further force or effect by the serving of a thirty (30) days written notice by any one of the parties upon the other of its desire to so terminate the agreement. In the event of termination of this agreement, rules, rates of pay, regulations and practices in effect as of November 30, 1969 shall be restored in their entirety.

Dated at Portland, Oregon this 29th day of October, 1969.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ E. E. Smith
General Chairman

UNION PACIFIC RAILROAD COMPANY

s/ N. B. Beckley
Assistant to Vice President

**UNITED TRANSPORTATION UNION:
E DIVISION**

s/ H. M. Price
General Chairman

APPENDIX 32

Temporary Transfer Agreement covering Oregon engineers dated August 10, 1994.

Temporary Transfer Agreements covering Pocatello, Idaho engineers dated August 17, 1999.

Temporary Transfer Agreements covering Nampa, Idaho engineers dated August 17, 1999.

Temporary Transfer Agreement covering Salt Lake City Hub engineers dated August 17, 1999.

AUGUST 10, 1994

AGMT #1108109483

MR DL STEWART
GENERAL CHAIRMAN BLE
44 NORTH MAIN
LAYTON UT 84041

Dear Mr. Stewart:

Oregon Division Locomotive Engineers desiring to transfer on a “temporary basis” to work as engineers on other territories on the railroad will be permitted to do so subject to the following conditions:

- 1) Vacancies for “temporary transfer” engineers will be advertised and assigned to the senior applicants. There will be no force assignments. “Temporary transfer” engineers will be released in reverse seniority order.

NOTE: “Temporary Transfer” positions are not subject to displacements.
- 2) Engineers who are “temporary transfers” will be treated as being on a leave-of-absence for purposes of preserving their seniority rights on their home territory will be carried on an “EE” board by CMS.
- 3) Such engineers will be given an unrestricted exercise of seniority upon return from the “temporary transfer” status.
- 4) Engineers opting for a “temporary transfer” will receive the following incentive payment:
 - a) A bonus of \$550.00 per week for each week of “temporary transfer”. This amount will be prorated for portions of a week.
- 5) Engineers who “transfer temporarily” under this agreement will also, as a matter of CMS policy, receive other benefits. Those benefits are now as follows:
 - a) The Company will provide lodging.

- b) A per diem allowance of not less than \$25.00 per day depending on location.
 - c) Airline tickets (or reimbursement for automobile mileage at the maximum allowable IRS rate) to and from the "temporary transfer" location will be provided by the Company.
 - d) Airline tickets for a visit home monthly (or vice versa) will be provided by the Company thirty (30) days after the engineer becomes qualified on the new territory and every thirty (30) days thereafter. These home visits shall not exceed 4 days unless otherwise approved by CMS.
- 6) A temporary transfer engineer will be permitted to take any previously scheduled vacation.
 - 7) A temporary transfer engineer will be permitted to return to the home territory at will.
 - 8) CMS and the General Chairman will agree in advance as to the locations at which engineers will be eligible to apply for temporary transfer status.
 - 9) This understanding can be cancelled at any time by either party serving a thirty (30) day written notice of cancellation upon the other.

Yours truly,

s/ A. C. Hallberg
Director Labor Relations

s/ L.A. Lambert
General Director Labor Relations

ACCEPTED:

s/ D. L. Stewart
General Chairman BLE

8-19-94
Date

UNION PACIFIC RAILROAD COMPANY

August 17, 1999
File: W1940.10 & 110.61-13
AGMT #1108109483

Mr. M. A. Mitchell
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Mitchell:

This has reference to our conversations concerning the so-called "borrow-out" agreement, #1108109483, on the Oregon Division, which was signed August 19, 1994.

The parties do not, at this time wish to cancel this agreement, and therefore, pursuant to Side Letter #3 of the Portland Hub Agreement, the agreement will remain in effect for the area covered by the Portland Hub Agreement.

Please indicate your concurrence with the above by signing in the space provided below and returning a signed copy for our file.

Yours truly,

s/ C. R. Wise
Director-Labor Relations
Western Region

s/ M. A. Mitchell
General Chairman, BLE

Date: August 25, 1999

UNION PACIFIC RAILROAD COMPANY

August 17, 1999
File: W1940.10
MOA #1208179983p

Mr. M. A. Mitchell
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Mitchell:

This will confirm your telephone advice that the proposed agreement regarding adopting the current Oregon Division agreement for temporary transfers from Pocatello, Idaho has been ratified. Therefore following is hereby agreed:

Pocatello, Idaho Engineers represented by your General Committee, desiring to transfer on a "temporary basis" to work as engineers on other territories on the railroad, will be permitted to do so subject to the following conditions:

- (1) Vacancies for "temporary transfer" engineers will be advertised and assigned to the senior applicants. There will be no force assignments. "Temporary transfer" engineers will be released in reverse seniority order.

NOTE: "Temporary transfer " positions are not subject to displacements.

- (2) Engineers who are "temporary transfers" will be treated as being on a leave-of-absence for purposes of preserving their seniority rights on their home territory, and will be carried on an "EE" board by CMS.

- (3) Such engineers will be given an unrestricted exercise of seniority upon return from the "temporary transfer" status.
- (4) Engineers opting for a "temporary transfer" will receive the following incentive payment:
 - (a) A bonus of \$550.00 per week for each week of "temporary transfer". This amount will be prorated for portions of a week.
- (5) Engineers who "transfer temporarily" under this agreement will also, as a matter of CMS policy, receive other benefits. Those benefits are now as follows:
 - (a) The Company will provide lodging.
 - (b) A per diem allowance of not less than \$35.00 per day (\$50.00 per day for any location in California).
 - (c) Airline tickets (or reimbursement for automobile mileage at the maximum allowable IRS rate) to and from the "temporary transfer" location will be provided by the Company.
 - (d) Airline tickets for a visit home monthly (or vice versa) will be provided by the Company thirty (30) days after the engineer becomes qualified on the new territory and every thirty (30) days thereafter. These home visits shall not exceed 4 days unless otherwise approved by CMS. The days at home will not qualify for payment of the bonus provided in Paragraph 4(a).
- (6) A temporary transfer engineer will be permitted to take any previously scheduled vacation. Vacation days will not qualify for payment of the bonus provided in Paragraph 4(a).
- (7) A temporary transfer engineer will be permitted to return to the home territory at will.
- (8) CMS and the General Chairman will agree in advance as to the locations at which engineers will be eligible to apply for temporary transfer status.
- (9) This understanding may be cancelled at any time by either party serving a thirty (30) day written notice of cancellation upon the other.

Yours truly,

s/ C. R. Wise
Director-Labor Relations
Western Region

s/ M. A. Mitchell
General Chairman, BLE

Date: August 25, 1999

UNION PACIFIC RAILROAD COMPANY

August 17, 1999
File: W1940.10
MOA #1208179983n

Mr. M. A. Mitchell
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Mitchell:

This will confirm your telephone advice that the proposed agreement regarding adopting the current Oregon Division agreement for temporary transfers from Nampa, Idaho has been ratified. Therefore following is hereby agreed:

Nampa, Idaho Engineers represented by your General Committee, desiring to transfer on a "temporary basis" to work as engineers on other territories on the railroad, will be permitted to do so subject to the following conditions:

- (1)** Vacancies for "temporary transfer" engineers will be advertised and assigned to the senior applicants. There will be no force assignments. "Temporary transfer" engineers will be released in reverse seniority order.

NOTE: "Temporary transfer" positions are not subject to displacements.
- (2)** Engineers who are "temporary transfers" will be treated as being on a leave-of-absence for purposes of preserving their seniority rights on their home territory, and will be carried on an "EE" board by CMS.
- (3)** Such engineers will be given an unrestricted exercise of seniority upon return from the "temporary transfer" status.
- (4)** Engineers opting for a "temporary transfer" will receive the following incentive payment:
 - (a)** A bonus of \$550.00 per week for each week of "temporary transfer". This amount will be prorated for portions of a week.
- (5)** Engineers who "transfer temporarily" under this agreement will also, as a matter of CMS policy, receive other benefits. Those benefits are now as follows:
 - (a)** The Company will provide lodging.
 - (b)** A per diem allowance of not less than \$35.00 per day (\$50.00 per day for any location in California).

- (c) Airline tickets (or reimbursement for automobile mileage at the maximum allowable IRS rate) to and from the "temporary transfer" location will be provided by the Company.
- (d) Airline tickets for a visit home monthly (or vice versa) will be provided by the Company thirty (30) days after the engineer becomes qualified on the new territory and every thirty (30) days thereafter. These home visits shall not exceed 4 days unless otherwise approved by CMS. The days at home will not qualify for payment of the bonus provided in Paragraph 4(a).
- (6) A temporary transfer engineer will be permitted to take any previously scheduled vacation. Vacation days will not qualify for payment of the bonus provided in Paragraph 4(a).
- (7) A temporary transfer engineer will be permitted to return to the home territory at will.
- (8) CMS and the General Chairman will agree in advance as to the locations at which engineers will be eligible to apply for temporary transfer status.
- (9) This understanding may be cancelled at any time by either party serving a thirty (30) day written notice of cancellation upon the other.

Yours truly,

s/ C. R. Wise
Director-Labor Relations
Western Region

s/ M. A. Mitchell
General Chairman, BLE

Date: August 25, 1999

UNION PACIFIC RAILROAD COMPANY

August 17, 1999
File: W1940.10
MOA #1208179983s

Mr. M. A. Mitchell
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Mitchell:

This will confirm your telephone advice that the proposed agreement regarding adopting the current Oregon Division agreement for temporary transfers from the Salt Lake Hub has been ratified. Therefore the following is hereby agreed:

The Salt Lake Hub Engineers represented by your General Committee, desiring to transfer on a "temporary basis" to work as engineers on other territories on the railroad, will be permitted to do so subject to the following conditions:

- (1) Vacancies for "temporary transfer" engineers will be advertised and assigned to the senior applicants. There will be no force assignments. "Temporary transfer" engineers will be released in reverse seniority order.

NOTE: "Temporary transfer" positions are not subject to displacements.

- (2) Engineers who are "temporary transfers" will be treated as being on a leave-of-absence for purposes of preserving their seniority rights on their home territory, and will be carried on an "EE" board by CMS.
- (3) Such engineers will be given an unrestricted exercise of seniority upon return from the "temporary transfer" status.
- (4) Engineers opting for a "temporary transfer" will receive the following incentive payment:
 - (a) A bonus of \$550.00 per week for each week of "temporary transfer". This amount will be prorated for portions of a week.
- (5) Engineers who "transfer temporarily" under this agreement will also, as a matter of CMS policy, receive other benefits. Those benefits are now as follows:
 - (a) The Company will provide lodging.
 - (b) A per diem allowance of not less than \$35.00 per day (\$50.00 per day for any location in California).

- (c) Airline tickets (or reimbursement for automobile mileage at the maximum allowable IRS rate) to and from the “temporary transfer” location will be provided by the Company.
- (d) Airline tickets for a visit home monthly (or vice versa) will be provided by the Company thirty (30) days after the engineer becomes qualified on the new territory and every thirty (30) days thereafter. These home visits shall not exceed 4 days unless otherwise approved by CMS. The days at home will not qualify for payment of the bonus provided in Paragraph 4(a).
- (6) A temporary transfer engineer will be permitted to take any previously scheduled vacation. Vacation days will not qualify for payment of the bonus provided in Paragraph 4(a).
- (7) A temporary transfer engineer will be permitted to return to the home territory at will.
- (8) CMS and the General Chairman will agree in advance as to the locations at which engineers will be eligible to apply for temporary transfer status.
- (9) This understanding may be cancelled at any time by either party serving a thirty (30) day written notice of cancellation upon the other.

Yours truly,

s/ C. R. Wise
Director-Labor Relations
Western Region

s/ M. A. Mitchell
General Chairman, BLE

Date: August 25, 1999

APPENDIX 33

MEMORANDUM AGREEMENT

GEN. 9-E-A

The manning of engineer vacancies at Soda Springs on the Woolley Valley and Dry Valley local freight assignments by extra board engineers will qualify those engineers for lodging and meal allowances under the applicable provisions of the June 25, 1964 Agreement, as amended.

The Organization has proposed that the Company agree to the payment of automobile mileage between Montpelier and Soda Springs under the provisions of Agreement GEN. 9-E(A) dated April 23, 1975 to engineers who reside at Montpelier and become regularly assigned to these Soda Spring assignments.

In the light of benefits to be realized by the Company by having regularly assigned engineers on the assignments herein mentioned and the elimination of away-from-home expenses to extra men,

IT IS AGREED:

1. An engineer who resides at Montpelier and acquires a regular assignment which reports for duty and ties up at Soda Springs shall be allowed automobile mileage for driving his/her personal automobile in commuting between Montpelier and Soda Springs for each tour of duty subject to the applicable provisions of Agreement GEN. 9-E(A) dated April 23, 1975.
2. It is understood by the parties hereto, that the provisions of this Agreement constitutes a special agreement and shall not be looked upon as establishing any precedent under any other conditions at any other point.

This Agreement shall be effective June 1, 1975, and thereafter subject to termination by either party upon the serving of ten (10) days' written notice of their desire to so terminate.

Dated at Salt Lake City, Utah, this 30th day of May, 1975.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

UNION PACIFIC RAILROAD COMPANY

s/ Alden Lott
Director Labor Relations

APPENDIX 34

Ebb and Flow Agreement covering - Salt Lake Hub dated May 3, 2002.
Ebb and Flow Agreement covering - Portland Hub Zone 1 dated May 3, 2002.
Ebb and Flow Agreement covering - Portland Hub Zone 2 dated May 3, 2002.
Ebb and Flow Agreement covering - Portland Hub Zone 3, dated May 3, 2002.

Side Letter Nos. 1, 2 and 3 covering Portland Zones 1, 2 and 3, and Salt Lake Hub. Side Letter No. 4 applicable only in Salt Lake Hub regarding bona fide change of residence being required in order to change designated home terminal.

#1405010243

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

SALT LAKE HUB
EBB AND FLOW CONDITIONS

In compliance with the applicable Collective Bargaining Agreement Rules concerning trainmen promoted to an engineer, as well as National Agreement rules addressing such employees, the parties signatory hereto agree to adopt the following Ebb and Flow conditions.

ARTICLE I – DEFINITIONS

Section 1 – The terms "employees, trainmen and/or engineers" used in this Agreement are only those employees who were promoted to an engineer as well as all other employees who are promoted in the future.

Section 2 (a) – The term "terminal" as used in this Agreement is one (1) of the following listed locations which serves as a source of supply for engineer employees at this time:

Salt Lake City/Ogden Provo Elko Las Vegas Helper Milford

(b) – All Outlying points which are protected by that terminal source of supply are considered within the terminal for purposes of this agreement.

Section 3 – The term seniority territory or district as used in this agreement is the consolidated Salt Lake Hub seniority district.

ARTICLE II – HOME TERMINAL DESIGNATIONS

Section 1 (a) – All engineers, as well as those employees currently certified as engineers but reduced in service to a trainman/yardman, will have the opportunity to select a home terminal for displacement and home terminal conditions as described in Article III of this Agreement. The Home Terminal must be one of those identified in Section 2 of Article I above and is also within the employee’s engineer seniority district as listed in Section 3 of Article I above. The election by the employee must be made by notifying Carrier’s Crew Management System (CMS) Director within thirty (30) days after date of this Agreement.

(b) – Employees failing to elect a home terminal under the time frame set forth in this Section will be considered as electing the current working terminal if the employee is assigned as an engineer or the last terminal worked when assigned as an engineer prior to being reduced in force to a trainman/yardman.

Section 2 – Employees may subsequently change their home terminal by notice to Carrier’s CMS Director on January 1st for each succeeding year.

ARTICLE III – HOME TERMINAL RIGHTS

Section 1 (a) – When an engineer is reduced in force at a terminal and the employee cannot hold an engineer’s assignment or engineer’s extra board position within that terminal, the employee may elect to exercise his/her seniority as a trainman/yardman at the employees’ designated home terminal (seniority permitting) as defined in Article II of this Agreement.

(b) – Engineers electing to exercise their seniority as a trainman/yardman at their designated home terminal must do so within forty-eight (48) hours from the time of notification.

Section 2 (a) – Employees exercising seniority as a trainman/yardman will continue to be subject to recall as an engineer within the consolidated seniority district of the employee.

(b) – When an engineer’s services are needed at a terminal within the consolidated seniority district such services will be protected under the following order of preference:

Step 1 - In seniority order (engineer's seniority) from those demoted engineers working as trainmen/yardmen at that terminal as defined in Article I, Section 2.

Step 2 - In reverse seniority order (engineer's seniority) from all other demoted engineers within the applicable engineer's consolidated seniority district.

(c) – An employee returned as an engineer under Step 1 of Subsection (b) above will be immediately placed onto a permanent vacancy. A permanent vacancy may include the extra board.

(d) – If the employee is on duty as a trainman/yardman at the time recalled as an engineer, the employee will be placed on the permanent vacancy or extra board at the time of tie up at the home terminal.

(e) – If a force reduction is made to the working list of engineers at a terminal where employees are assigned pursuant to Section 2 (b), Step 2 above, the senior-most “forced engineer” with a request to return home (RTH) will be released to his/her home terminal designation.

(f) – An employee returned to engine service under Step 2 of Subsection (b) will be permitted to apply for engineer assignments, including extra boards, only at the employee's designated home terminal or the terminal where working.

ARTICLE IV – GENERAL

Section 1 – This Memorandum of Agreement is made without prejudice to either parties' position relative to their rights and obligations under the applicable National Agreements, as well as the Basic Agreement rules and practices between the parties and will not be cited by either party in any dispute over such agreements.

Section 2 – The parties recognize this Memorandum of Agreement amends in part various local and National Agreement rules and practices and therefore, it is clearly understood that where such agreements, rules and/or practices are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.

Section 3 – No claims will be filed and/or progressed in the application of this agreement. After the

implementation of this agreement, the parties will evaluate the results and resolve any issues and/or disputes.

Section 4 (a) – This Memorandum of Agreement will become effective on _____, provided that the conditions of this agreement represented in a separate Memorandum of Agreement with the United Transportation Union identified as Memorandum of Agreement 2405010243 is also agreed upon by that Organization.

(b) – Providing that all of the conditions set forth in Subsection (a) of this Section are satisfied, this Memorandum of Agreement will remain in full force and effect unless cancelled by either party signatory hereto serving a thirty (30) day advance written notice, or by the parties (United Transportation Union and Carrier) signatory to the same agreement provisions in Memorandum of Agreement 2405010243.

(c) - In the event this Agreement is cancelled, all working rules in effect prior to this agreement, unless modified by other agreements, i.e., National Agreement(s), will be restored.

Signed this 3rd day of May, 2002.

FOR THE ORGANIZATION
Brotherhood of Locomotive
Engineers

s/ T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 1

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

In connection with the parties negotiation on the Ebb and Flow Agreement(s) for Portland Hub Zone 1, 2, 3 and the Salt Lake City Hub, we discussed seniority rights of pre November 1, 1985 Engineer.

This letter will confirm our understanding that pre-November 1, 1985 engineers existing seniority rights are retained as provided by Article XIII of the 1985 UTU National Agreement and Article XII of the UTU May 19, 1986 BLE Arbitration Agreement

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 2

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

It is recognized issues and/or disputes may develop in connection with implementation of the Ebb and Flow Agreement(s) in which the parties did not anticipate.

This letter will confirm our agreement that no claims will be filed and/or progressed in the good faith implementation of this agreement. Any issues and/or disputes will be evaluated and resolved expeditiously between the parties.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 3

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to Article II, Section 2 of the Ebb and Flow Agreements.

During our negotiations, your Organization raised a concern wherein an employee due to a hardship or other unique circumstances may require a change in a designated home terminal on other than January 1st.

It is agreed, an employee may change his/her designated home terminal on other than January 1st. with the concurrence of the UTU General Chairman, BLE General Chairman and Director of Labor Relations.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

November 20, 2007

File: 840-1

SIDE LETTER NO. 4

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers and Trainmen
P.O. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This will refer to Article II, Section 2 of the Ebb & Flow conditions for the Salt Lake City Hub.

The parties concur that the intent of Article II, Section 2 in providing a mechanism for an employee to change his/her home terminal point on January 1st of each year was strictly limited to situations where an employee incurred a bona fide change in residence. Accordingly, employees who wish to change their home terminal point under Section 2 will be required to submit documentation to substantiate a change in residence.

Please note your concurrence where provided.

Sincerely,

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

I concur,

s/ T. J. Donnigan
General Chairman, BLET

#1404010243

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PORTLAND HUB ZONE 1
EBB AND FLOW CONDITIONS

In compliance with the applicable Collective Bargaining Agreement Rules concerning trainmen promoted to an engineer, as well as National Agreement rules addressing such employees, the parties signatory hereto agree to adopt the following Ebb and Flow conditions.

ARTICLE I – DEFINITIONS

Section 1 – The terms "employees, trainmen and/or engineers" used in this Agreement are only those employees who were promoted to an engineer as well as all other employees who are promoted in the future.

Section 2 (a) – The term "terminal" as used in this Agreement is one (1) of the following listed locations which serves as a source of supply for engineer employees at this time:

Portland Seattle Eugene The Dalles

(b) – All Outlying points which are protected by that terminal source of supply are considered within the terminal for purposes of this agreement.

Section 3 – The term seniority territory or district as used in this agreement is the Portland Hub Zone 1 seniority district.

ARTICLE II – HOME TERMINAL DESIGNATIONS

Section 1 (a) – All engineers, as well as those employees currently certified as engineers but reduced in service to a trainman/yardman, will have the opportunity to select a home terminal for displacement and home terminal conditions as described in Article III of this Agreement. The home terminal must be one of those identified in Section 2 of Article I and is also within the employee's engineer seniority district as

listed in Section 3 of Article I. The election by the employee must be made by notifying Carrier's Crew Management System (CMS) Director within thirty (30) days after date of this Agreement.

(b) – Employees failing to elect a home terminal under the time frame set forth in this Section will be considered as electing the current working terminal if the employee is assigned as an engineer or the last terminal worked when assigned as an engineer prior to being reduced in force to a trainman/yardman.

Section 2 – Employees may subsequently change their home terminal by notice to Carrier's CMS Director on January 1st for each succeeding year.

ARTICLE III – HOME TERMINAL RIGHTS

Section 1 (a) – When an engineer is reduced in force at a terminal and the employee cannot hold an engineer's assignment or engineer's extra board position within that terminal, the employee may elect to exercise his/her seniority as a trainman/yardman at the employees' designated home terminal (seniority permitting) as defined in Article II of this Agreement.

(b) – Engineers electing to exercise their seniority as a trainman/yardman at their designated home terminal must do so within forty-eight (48) hours from the time of notification.

Section 2 (a) – Employees exercising seniority as a trainman/yardman will continue to be subject to recall as an engineer within the seniority district of the employee.

(b) – When an engineer's services are needed at a terminal such services will be protected under the following order of preference:

Step 1 - In seniority order (engineer's seniority) from those demoted engineers working as trainmen/yardmen at that terminal as defined in Article I, Section 2.

Step 2 - In reverse seniority order (engineer's seniority) from all other demoted engineers within the applicable engineer's seniority district.

(c) – An employee returned as an engineer under Step 1 of Subsection (b) above will be immediately placed onto a permanent vacancy. A permanent vacancy may include the extra board.

(d) – If the employee is on duty as a trainman/yardman at the time recalled as an engineer, the employee will be placed on the permanent vacancy or extra board at the time of tie up at the home terminal.

(e) – If a force reduction is made to the working list of engineers at a terminal where employees are assigned pursuant to Section 2 (b), Step 2 above, the senior-most "forced engineer" with a request to return home (RTH) will be released to his/her home terminal designation.

(f) – An employee returned to engine service under Step 2 of Subsection (b) will be permitted to apply for engineer assignments, including extra boards, only at the employee's home terminal or the terminal where working.

ARTICLE IV – GENERAL

Section 1 – This Memorandum of Agreement is made without prejudice to either parties' position relative to their rights and obligations under the applicable National Agreements, as well as the Basic Agreement Rules and practices between the parties and will not be cited by either party in any dispute over such agreements.

Section 2 – The parties recognize this Memorandum of Agreement amends in part various local and National Agreement rules and practices and therefore, it is clearly understood that where such agreements, rules and/or practices are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.

Section 3– No claims will be filed and/or progressed in the application of this agreement. After the implementation of this agreement, the parties will evaluate the results and resolve any issues and/or disputes.

Section 4 (a) – This Memorandum of Agreement will become effective on _____, provided that the conditions of this agreement represented in a separate Memorandum of Agreement with the United Transportation Union identified as Memorandum of Agreement 2104010243 is also agreed upon by that Organization.

(b) – Providing that all of the conditions set forth in Subsection (a) of this Section are

satisfied, this Memorandum of Agreement will remain in full force and effect unless cancelled by either party signatory hereto serving a thirty (30) day advance written notice, or by the parties (United Transportation Union and Carrier) signatory to the same agreement provisions in Memorandum of Agreement 2104010243.

(c) – In the event this Agreement is cancelled, all working rules in effect prior to this agreement, unless modified by other agreements, i.e., National Agreement(s), will be restored.

Signed this 3rd day of May, 2002.

FOR THE ORGANIZATION
Brotherhood of Locomotive
Engineers

s/ T. J. Donnigan
General Chairman - BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 1

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

In connection with the parties negotiation on the Ebb and Flow Agreement(s) for Portland Hub Zone 1, 2, 3 and the Salt Lake City Hub, we discussed seniority rights of pre November 1, 1985 Engineer.

This letter will confirm our understanding that pre-November 1, 1985 engineers existing seniority rights are retained as provided by Article XIII of the 1985 UTU National Agreement and Article XII of the UTU May 19, 1986 BLE Arbitration Agreement

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 2

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

It is recognized issues and/or disputes may develop in connection with implementation of the Ebb and Flow Agreement(s) in which the parties did not anticipate.

This letter will confirm our agreement that no claims will be filed and/or progressed in the good faith implementation of this agreement. Any issues and/or disputes will be evaluated and resolved expeditiously between the parties.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 3

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to Article II, Section 2 of the Ebb and Flow Agreements.

During our negotiations, your Organization raised a concern wherein an employee due to a hardship or other unique circumstances may require a change in a designated home terminal on other than January 1st.

It is agreed, an employee may change his/her designated home terminal on other than January 1st. with the concurrence of the UTU General Chairman, BLE General Chairman and Director of Labor Relations.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

June 21, 2002

MOA #1104010243
840.0

Mr. T. J. Donnigan
General Chairman, BLE
P. O. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to our recent discussion concerning implementation of the above referenced Memorandum of Agreement for Ebb and Flow Conditions in Portland Hub Zone 1.

As indicated in our conversation, UTU General Chairman Hazlett has requested the modification/elimination of the language found in Article II, Section 2, of the corresponding UTU Memorandum of Agreement #2104010243 for Ebb and Flow Conditions in Portland Hub Zone 1. Article II, Section 2 allows employees to change their home terminal on January 1st for each succeeding year and reads as follows:

"Section 2 - Employees may subsequently change their home terminal by notice to Carrier's CMS Director on January 1st for each succeeding year."

As you are aware, the respective Memorandum of Agreements can only become effective provided both parties agree upon the conditions contained therein. Therefore, per your concurrence, the Carrier is agreeable to eliminating Section 2 of Article II in its entirety as requested by the UTU General Chairman. Article II will be modified to read as follows:

"ARTICLE II- HOME TERMINAL DESIGNATIONS

Section 1 (a) - All engineers as well as those employees currently certified as engineers but reduced in service to a trainman/yardman, will have the opportunity to select a home terminal for displacement and home terminal conditions as described in Article III of this Agreement. The home terminal must be one of those identified in Section 2 of Article I and is also within the employee's engineer seniority district as listed in Section 3 of Article I. The election by the employee must be made by notifying Carrier's Crew Management System (CMS) Director within thirty (30) days after date of this Agreement.

(b) - Employees failing to elect a home terminal under the time frame set forth in this Section will be considered as electing the current working terminal if the employee is assigned as an engineer or the last terminal worked when assigned as an engineer prior to being reduced in force to a trainman/yardman."

In addition to the change above, Side letter No. 3 is also modified accordingly to reflect this change and will read as follows:

"This refers to Article II, Section 2 of the Ebb and Flow Agreement.

During our negotiations, your Organization raised concern wherein an employee due to a hardship or other unique circumstances may require a change in a designated home terminal.

It is agreed, an employee may change his/her designated home terminal with the concurrence of the UTU General Chairman, BLE General Chairman and Director of Labor Relations. "

Should the above properly reflect our understanding kindly sign below.

Yours truly,

s/ S. F. Boone
Director - Labor Relations
Western Region

AGREED:

s/ T. J. Donnigan
General Chairman - BLE

#1404020243

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PORTLAND HUB ZONE 2
EBB AND FLOW CONDITIONS

In compliance with the applicable Collective Bargaining Agreement Rules concerning trainmen promoted to an engineer, as well as National Agreement rules addressing such employees, the parties signatory hereto agree to adopt the following Ebb and Flow conditions.

ARTICLE I – DEFINITIONS

Section 1 – The terms "employees, trainmen and/or engineers" used in this Agreement are only those employees who were promoted to an engineer as well as all other employees who are promoted in the future.

Section 2 (a) – The term "terminal" as used in this Agreement is one (1) of the following listed locations which serves as a source of supply for engineer employees at this time:

Hinkle

LaGrande

Spokane

(b) – All Outlying points which are protected by that terminal source of supply are considered within the terminal for purposes of this agreement.

Section 3 – The term seniority territory or district as used in this agreement is the Portland Hub Zone 2 seniority district.

ARTICLE II – HOME TERMINAL DESIGNATIONS

Section 1 (a) – All engineers, as well as those employees currently certified as engineers but reduced in service to a trainman/yardman, will have the opportunity to select a home terminal for displacement and home terminal conditions as described in Article III of this Agreement. The Home Terminal must be one

of those identified in Section 2 of Article I and is also within the employee's engineer seniority district as listed in Section 3 of Article I. The election by the employee must be made by notifying Carrier's Crew Management System (CMS) Director within thirty (30) days after date of this Agreement.

(b) – Employees failing to elect a home terminal under the time frame set forth in this Section will be considered as electing the current working terminal if the employee is assigned as an engineer or the last terminal worked when assigned as an Engineer prior to being reduced in force to a trainman/yardman.

Section 2 – Employees may subsequently change their home terminal by notice to Carrier's CMS Director on January 1st for each succeeding year.

ARTICLE III – HOME TERMINAL RIGHTS

Section 1 (a) – When an engineer is reduced in force at a terminal and the employee cannot hold an engineer's assignment or engineer's extra board position within that terminal, the employee may elect to exercise his/her seniority as a trainman/yardman at the employees' designated home terminal (seniority permitting) as defined in Article II of this Agreement.

(b) – Engineers electing to exercise their seniority as a trainman/yardman at their designated home terminal must do so within forty-eight (48) hours from the time of notification.

Section 2 (a) – Employees exercising seniority as a trainman/yardman will continue to be subject to recall as an engineer within the seniority district of the employee.

(b) – When an engineer's services are needed at a terminal such services will be protected under the following order of preference:

- Step 1 -** In seniority order (engineer's seniority) from those demoted engineers working as trainmen/yardmen at that terminal as defined in Article I, Section 2.
- Step 2 -** In reverse seniority order (engineer's seniority) from all other demoted engineers within the applicable engineer's seniority district.

(c) – An employee returned as an engineer under Step 1 of Subsection (b) above will be immediately placed onto a permanent vacancy. A permanent vacancy may include the extra board.

(d) – If the employee is on duty as a trainman/yardman at the time recalled as an engineer, the employee will be placed on the permanent vacancy or extra board at the time of tie up at the home terminal.

(e) – If a force reduction is made to the working list of engineers at a terminal where employees are assigned pursuant to Section 2 (b), Step 2 above, the senior-most "forced engineer" with a request to return home (RTH) will be released to his/her home terminal designation.

(f) – An employee returned to engine service under Step 2 of Subsection (b) will be permitted to apply for engineer assignments, including extra boards, only at the employee's home terminal or the terminal where working.

ARTICLE IV – GENERAL

Section 1 – This Memorandum of Agreement is made without prejudice to either parties' position relative to their rights and obligations under the applicable National Agreements, as well as the Basic Agreement Rules and practices between the parties and will not be cited by either party in any dispute over such agreements.

Section 2 – The parties recognize this Memorandum of Agreement amends in part various local and National Agreement rules and practices and therefore, it is clearly understood that where such agreements, rules and/or practices are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.

Section 3 – No claims will be filed and/or progressed in the application of this agreement. After the implementation of this agreement, the parties will evaluate the results and resolve any issues and/or disputes.

Section 4 (a) – This Memorandum of Agreement will become effective on _____, provided that the conditions of this agreement represented in a separate Memorandum of Agreement with the United Transportation Union identified as Memorandum of Agreement 2104020243 is also agreed upon by that Organization.

(b) – Providing that all of the conditions set forth in Subsection (a) of this Section are satisfied, this Memorandum of Agreement will remain in full force and effect unless cancelled by either

party signatory hereto serving a thirty (30) day advance written notice, or by the parties (United Transportation Union and Carrier) signatory to the same agreement provisions in Memorandum of Agreement 2104020243.

(c) – In the event this Agreement is cancelled, all working rules in effect prior to this agreement, unless modified by other agreements, i.e., National Agreement(s), will be restored.

Signed this 3rd day of May, 2002.

FOR THE ORGANIZATION
Brotherhood of Locomotive
Engineers

s/ T. J. Donnigan
General Chairman - BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 1

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

In connection with the parties negotiation on the Ebb and Flow Agreement(s) for Portland Hub Zone 1, 2, 3 and the Salt Lake City Hub, we discussed seniority rights of pre November 1, 1985 Engineer.

This letter will confirm our understanding that pre-November 1, 1985 engineers existing seniority rights are retained as provided by Article XIII of the 1985 UTU National Agreement and Article XII of the UTU May 19, 1986 BLE Arbitration Agreement

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

s/ T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 2

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

It is recognized issues and/or disputes may develop in connection with implementation of the Ebb and Flow Agreement(s) in which the parties did not anticipate.

This letter will confirm our agreement that no claims will be filed and/or progressed in the good faith implementation of this agreement. Any issues and/or disputes will be evaluated and resolved expeditiously between the parties.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

s/ T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 3

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to Article II, Section 2 of the Ebb and Flow Agreements.

During our negotiations, your Organization raised a concern wherein an employee due to a hardship or other unique circumstances may require a change in a designated home terminal on other than January 1st.

It is agreed, an employee may change his/her designated home terminal on other than January 1st with the concurrence of the UTU General Chairman, BLE General Chairman and Director of Labor Relations.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

#1405150243

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PORTLAND HUB ZONE 3
EBB AND FLOW CONDITIONS

In compliance with the applicable Collective Bargaining Agreement Rules concerning trainmen promoted to an engineer, as well as National Agreement rules addressing such employees, the parties signatory hereto agree to adopt the following Ebb and Flow conditions.

ARTICLE I – DEFINITIONS

Section 1 – The terms "employees, trainmen and/or engineers" used in this Agreement are only those employees who were promoted to an engineer as well as all other employees who are promoted in the future.

Section 2 (a) – The term "terminal" as used in this Agreement is one (1) of the following listed locations which serves as a source of supply for engineer employees at this time:

Pocatello

Nampa

Dillon

Montpelier

Idaho Falls

(b) – All Outlying points which are protected by that terminal source of supply are considered within the terminal for purposes of this agreement.

Section 3 – The term seniority territory or district as used in this agreement is the Portland Hub Zone 3 seniority district.

ARTICLE II – HOME TERMINAL DESIGNATIONS

Section 1 (a) – All engineers, as well as those employees currently certified as engineers but reduced in service to a trainman/yardman, will have the opportunity to select a home terminal for displacement and home terminal conditions as described in Article III of this Agreement. The Home Terminal must be one of those identified in Section 2 of Article I and is also within the employee's engineer seniority district as

listed in Section 3 of Article I. The election by the employee must be made by notifying Carrier's Crew Management System (CMS) Director within thirty (30) days after date of this Agreement.

(b) – Employees failing to elect a home terminal under the time frame set forth in this Section will be considered as electing the current working terminal if the employee is assigned as an engineer or the last terminal worked when assigned as an engineer prior to being reduced in force to a trainman/yardman.

Section 2 – Employees may subsequently change their home terminal by notice to Carrier's CMS Director on January 1st for each succeeding year.

ARTICLE III – HOME TERMINAL RIGHTS

Section 1 (a) – When an engineer is reduced in force at a terminal and the employee cannot hold an engineer's assignment or engineer's extra board position within that terminal, the employee may elect to exercise his/her seniority as a trainman/yardman at the employees' designated home terminal (seniority permitting) as defined in Article II of this Agreement. Such exercise of seniority will however be governed by the zone restrictions outlined in the UTU Conductor – Only Modified Crew Consist Agreements which is quoted as follows:

“Article V

Vacancy/Zone Rights

1. When permanent vacancies occur on regular must fill positions or extra board positions, trainmen may elect by seniority option, to fill the vacancies in accordance with existing rules. However, until such time as there are no Reserve Board employees (either Tier I or Tier II) within the applicable zone where the vacancies exist, trainmen not working within that zone will not be permitted to transfer into the zone or be assigned to any vacancy under the applicable application and/or bulletin rules.
2. Employees will not be permitted to exercise displacement rights outside of their current zone to another zone until such time as the other one is exhausted or reserve board employees (either Tier I or Tier II). This exception however does not apply if an employee is unable to exercise seniority within his/her zone and the result would be the furlough of that employee.
3. The zone rights set forth in this Article are only in effect within a particular zone so long as there are employees assigned to a reserve board. Once the applicable Reserve Board (both Tier I

and Tier II) does not have employees assigned to such, other employees outside of the zone will be able to exercise their existing seniority rights to available positions.”

(b) – Engineers electing to exercise their seniority as a trainman/yardman at their designated home terminal must do so within forty-eight (48) hours from the time of notification.

Section 2 (a) – Employees exercising seniority as a trainman/yardman will continue to be subject to recall as an engineer within the seniority district of the employee.

(b) – When an engineer’s services are needed at a terminal such services will be protected under the following order of preference:

Step 1 - In seniority order (engineer’s seniority) from those demoted engineers working as trainmen/yardmen at that terminal as defined in Article I, Section 2.

Step 2 - In reverse seniority order (engineer’s seniority) from all other demoted engineers within the applicable engineer’s seniority district.

(c) – An employee returned as an engineer under Step 1 of Subsection (b) above will be immediately placed onto a permanent vacancy. A permanent vacancy may include the extra board.

(d) – If the employee is on duty as a trainman/yardman at the time recalled as an engineer, the employee will be placed on the permanent vacancy or extra board at the time of tie up at the home terminal.

(e) – If a force reduction is made to the working list of engineers at a terminal where employees are assigned pursuant to Section 2 (b), Step 2 above, the senior-most “forced engineer” with a request to return home (RTH) will be released to his/her home terminal designation.

(f) – An employee returned to engine service under Step 2 of Subsection (b) will be permitted to apply for engineer assignments, including extra boards, only at the employee’s home terminal or the terminal where working.

ARTICLE IV – GENERAL

Section 1 – This Memorandum of Agreement is made without prejudice to either parties’ position relative to their rights and obligations under the applicable National Agreements, as well as the Basic Agreement rules and practices between the parties and will not be cited by either party in any dispute over such agreements.

Section 2 – The parties recognize this Memorandum of Agreement amends in part various local and National Agreement rules and practices and therefore, it is clearly understood that where such agreements, rules and/or practices are in conflict with this Memorandum of Agreement, the provisions of this Agreement will prevail.

Section 3 – No claims will be filed and/or progressed in the application of this agreement. After the implementation of this agreement, the parties will evaluate the results and resolve any issues and/or disputes.

Section 4 (a) – This Memorandum of Agreement will become effective on May 3, 2002, provided that the conditions of this agreement represented in a separate Memorandum of Agreement with the United Transportation Union identified as Memorandum of Agreement 2405150243 is also agreed upon by that Organization.

(b) – Providing that all of the conditions set forth in Subsection (a) of this Section are satisfied, this Memorandum of Agreement will remain in full force and effect unless cancelled by either party signatory hereto serving a thirty (30) day advance written notice, or by the parties (United Transportation Union and Carrier) signatory to the same agreement provisions in Memorandum of Agreement 2405150243.

(c) – In the event this Agreement is cancelled, all working rules in effect prior to this agreement, unless modified by other agreements, i.e., National Agreement(s), will be restored.

Signed this 3rs day of May, 2002.

FOR THE ORGANIZATION
Brotherhood of Locomotive
Engineers

s/ T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/ T. G. Taggart
Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 1

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

In connection with the parties negotiation on the Ebb and Flow Agreement(s) for Portland Hub Zone 1, 2, 3 and the Salt Lake City Hub, we discussed seniority rights of pre November 1, 1985 Engineer.

This letter will confirm our understanding that pre-November 1, 1985 engineers existing seniority rights are retained as provided by Article XIII of the 1985 UTU National Agreement and Article XII of the UTU May 19, 1986 BLE Arbitration Agreement.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 2

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

It is recognized issues and/or disputes may develop in connection with implementation of the Ebb and Flow Agreement(s) in which the parties did not anticipate.

This letter will confirm our agreement that no claims will be filed and/or progressed in the good faith implementation of this agreement. Any issues and/or disputes will be evaluated and resolved expeditiously between the parties.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

February 21, 2002

SIDE LETTER NO. 3

Mr. T. J. Donnigan
General Chairman, BLE
PO. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to Article II, Section 2 of the Ebb and Flow Agreements.

During our negotiations, your Organization raised a concern wherein an employee due to a hardship or other unique circumstances may require a change in a designated home terminal on other than January 1st.

It is agreed, an employee may change his/her designated home terminal on other than January 1st with the concurrence of the UTU General Chairman, BLE General Chairman and Director of Labor Relations.

If this correctly reflects our understanding, please so indicate by signing in the designated spaces below.

FOR THE ORGANIZATION:

FOR THE CARRIER:

s/ T. J. Donnigan
General Chairman – BLE

s/ T. G. Taggart
Director – Labor Relations

UNION PACIFIC RAILROAD COMPANY

October 19, 2007

File: 840-1

Mr. D. L. Hazlett
General Chairman
United Transportation Union
5990 SW 28th Street, Suite F
Topeka, KS 66614-4818

Mr. T J. Donnigan
General Chairman
Brotherhood of Locomotive
Engineers and Trainmen
P.O. Box 609
Pocatello, ID 83204-0609

Gentlemen:

Please refer to the parties' agreements entitled, Portland Hub Zone 3 Ebb & Flow Conditions, dated May 3, 2002. Article 2(a) of these agreements lists the locations that serve as sources of supply for engineer employees. With the effective date of this letter of understanding the parties agree to add Idaho Falls to those locations previously listed. Thereafter, and in accordance with Article II of the Ebb & Flow agreements, engineers may designate Idaho Falls as a Home Terminal.

If you are in agreement, please signify your concurrence where indicated.

Sincerely,

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

I concur,

s/ D. L. Hazlett
General Chairman
United Transportation Union

I concur,

s/ T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
& Trainmen

APPENDIX 35

Missed Call Agreement dated June 7, 1999. Pool freight and extra engineers who feel they improperly missed a call for service after relying on information from AVR must notify CMS within four (4) hours of the missed call and have their turn reinstated to the first-out position and called accordingly. Carrier can verify that the affected engineer has contacted AVR and received incorrect information. There will be no runaround penalty claims as a result of the application of this Agreement.

MEMORANDUM OF AGREEMENT
#1405209918
between the
UNION PACIFIC RAILROAD COMPANY
for the territory covered by the
IDAHO AGREEMENT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Missed Calls - Lack of Current Information

It is agreed pool freight engineers who miss a call for service because of the lack of current or correct information from the central calling point (Automated Voice Response – AVR), when the engineer has sought such information, will be reinstated to the first-out status and will be called for the next turn. Or return to the home terminal, the engineer will be placed in the same relative position occupied in the pool prior to the missed call.

An extra engineer who misses a call for pool freight service because of the lack of current available or correct information from the central calling point (AVR), when the engineer has sought such information, will be reinstated to first-out status on the extra board.

If an engineer, who has obtained and relied on information from AVR, feels he/she has been improperly placed in missed call status, that engineer must notify CMS as soon as possible, but within four hours of the missed call. Upon such notification, CMS will place the engineer in first-out status, without question. If problems develop from this handling, the company reserves the right to verify that an engineer claiming an improper missed call has, in fact, contacted AVR and found unavailable or incorrect information, prior to placing such engineer in first-out position.

No runaround penalties will be paid as a result of the application of this agreement.

This agreement will be effective June 15, 1999 and remain in effect subject to the provisions of the Railway Labor Act with the specific exception that if crew notification technology changes to the extent this agreement is no longer appropriate, either party may give 60 days written notice of intent to cancel.

Signed at Salt Lake City June 7, 1999.

FOR THE ORGANIZATION:

s/ M. A. Mitchell
General Chairman – BLE

FOR THE CARRIER:

s/ C. R. Wise
Director – Labor Relations

APPENDIX 36

“Clean Shirt Rule” – Engineers living at Pocatello, Idaho who are regularly assigned to outlying points beyond 30 miles are entitled to roundtrip driving miles on assigned weekly layover days. Seven (7) day jobs are entitled to driving miles once each six (6) days or more.

MEMORANDUM AGREEMENT

GEN. 9-E-A

As an incentive encouraging engineers who maintain their residence in Pocatello to bid on and become assigned to advertised vacancies at outlying points, protected by the Pocatello Extra Board, the parties have considered adopting an arrangement that would reimburse regularly assigned engineers for driving their personal automobiles the roundtrip mileage from the outlying point of assignment to their residence and return on each of their assigned weekly layover days.

ACCORDINGLY, IT IS AGREED:

1. An engineer who maintains his/her primary residence in Pocatello and acquires a regular assignment on a position which reports for duty and ties up at any outlying point within the territory protected by the Pocatello Extra Board, shall be reimbursed for automobile mileage actually driven by use of their personal automobile from the *outlying point to their residence and return on each of their assigned weekly layover days, subject to the conditions set forth in Agreement GEN. 9-E-A dated at Salt Lake City, April 23, 1975, between the Carrier and the Brotherhood of Locomotive Engineers.

(*--Outside point as used herein means in excess of thirty (30) miles from the extra board point.)

2. It is understood by the parties hereto that the provisions of this Agreement constitute a special agreement and shall not be looked upon as establishing any precedent under any other conditions at any other point.
3. This Agreement shall be effective January 1, 1977, and thereafter subject to termination twenty (20) days after advance written notice is served by either party upon the other of their desire to so terminate.

Dated at Salt, Lake City Utah, this 14th day of December, 1976.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

APPENDIX 37

Attachment (c)

1996 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.
 - (a). 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.
 - (b). 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 neither caused nor directly contributed to the rule violation(s),
4. 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/her or her locomotive engineer 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).

2. The presence of a student engineer will not affect the Instructor Engineer's rate of pay when operating without a fireman.

Qualifications

1. The Carrier may establish special qualifications for Instructor Engineers such as additional training courses designed to enhance their abilities as locomotive engineer and/or instructor.
2. Locomotive engineers will be given a reasonable time following selection as an instructor Engineer to complete any such special qualifications.

Q -1: If the need arises for a student engineer or an engineer recertifying to ride and an instructor is not available may another engineer be used?

A-1: Yes.

Q-2: What will the non-instructor engineer be paid?

A-2: The same as an instructor engineer under the compensation provision of this agreement.

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.

Revised 12/06/95

APPENDIX 38.

“Exchanging Trains” Memorandum Agreement dated June 12, 1978 providing payment of one (1) hour to pre 85 engineers required to exchange trains of the same pool destined to same terminal. This provision has never been modified nor superseded and is currently in effect. The intent of this Memorandum Agreement is specific with respect to exchange of trains not the same as an engine change arbitrary otherwise eliminated by the Award of Arbitration Board No. 458.

MEMORANDUM AGREEMENT

**IDC-5371
(BLE-No)**

IT IS AGREED:

The following shall be adopted as a provision of Agreement by constituting an additional paragraph to Rule 7 of the January 1, 1977 Basic Work Rules Agreement, to be identified as paragraph (c):

"(c) -Engineers in through freight service, handling trains destined to the same objective terminal, required between terminals of their assigned district to exchange trains will be allowed payment of one arbitrary hour in addition to all other road and terminal time for the trip, but this shall not qualify for engine change payment under this rule."

This Agreement shall be effective June 12, 1978.

Dated at Salt Lake City, Utah, this 7th day of June, 1978.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ J. L. McDermott
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

APPENDIX 39.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Territory Pocatello-Butte-Granger-Huntington)

GEN 9-E (A)
MILEAGE ALLOWANCE FOR USE OF PERSONAL AUTOMOBILE DEADHEADING ON
COMPANY BUSINESS
Portland Hub Zones 1, 2 and 3 and Salt Lake Hub

IT IS AGREED:

For the purpose of effecting a greater utilization of extra board engineers to protect engineer vacancies at outlying points and deadheading to and from such points, the following conditions shall be adopted as a provision of agreement:

Section 1. Subject to the engineer providing himself with adequate liability insurance to protect the Company, an extra board engineer required by the Company to deadhead to and/or from an outlying point to protect the service pursuant to applicable rules of the agreement, such engineer may be authorized by the Company to use his/her personal automobile for transportation and shall be compensated therefore at the prevailing mileage rate established by the Company for actual miles driven, calculated for the shortest direct highway route between the two (2) points. When released, after fulfilling the assignment at such point, such engineer will be allowed the same mileage and rate back to the extra board point.

Section 2. An extra engineer who refuses to use his/her personal automobile in accordance with Section 1 hereof, shall be considered as laying off on call and will not be marked up for further service until the extra engineer sent in his/her stead has returned to the extra board point.

Section 3. An extra engineer released at an outlying point, as provided in Section 1 hereof, shall be required to mark up on the extra board within twelve (12) hours from the time released at the outlying point.

Section 4. To insure a minimum of eight (8) hours rest prior to the on-duty time of the vacancy for which called to cover at the outlying point, such call for deadheading shall be issued sufficiently in advance of the on duty time to allow for driving time in addition to rest.

Section 5. This Agreement shall be effective May 1, 1975, and continue in effect thereafter subject to the condition that it shall automatically terminate and be of no further force nor effect twenty-five (25) days after written notice is served by either party upon the other of their desire to so terminate. In the event of termination, as herein provided, rules and practices in effect April 30, 1975, shall be restored in their entirety.

Dated at Salt Lake City, Utah, this 23rd day of April, 1975.

APPENDIX 40.

AGREEMENT (EO-1830)(Cy EO-1845)(EO-1959)
between the
UNION PACIFIC RAILROAD COMPANY
(Territory: Salt Lake City – Butte Granger – Huntington)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

A new type diesel-electric rotary snow plow has been placed in operation in the territory where the engineers' schedule agreement of April 1, 1956 is effective.

This new type diesel-electric rotary snow plow resembles a diesel-electric locomotive unit in many respects but it is not self-propelled since it has no driving wheels. It is equipped with a cab containing control mechanisms by which the engineer controls the rotary snow plow mechanism conjunctively with the operation in multiple with locomotive units attached thereto.

The aggregate weight of the diesel-electric rotary snow plow unit, fully equipped, is 347,240 pounds.

The purpose of this Agreement is to establish a rate of pay for engineers who operate this new type of diesel-electric rotary snow plow (hereinafter referred to as the rotary snow plow) conjunctively with the operation of one or more connected units comprising one diesel-electric locomotive.

Therefore, **IT IS AGREED:**

Section 1. When, during a trip or tour of duty (day's work), the rotary snow plow is connected to and operated in multiple with the train locomotive the weight of the rotary snow plow (347,240 lbs) shall, for the purposes of this agreement, be considered the same as "weight on drivers" and the engineer shall be paid the "weight on drivers" rate applicable to the aggregate weight on drivers of the rotary snow plow and the locomotive unit or units, but not less than the rate applicable to locomotives falling within the weight bracket of 900,000 to 950,000 pounds.

Example: The rotary snow plow is moved from Pocatello to West Yellowstone connected to two diesel electric locomotive units, which two units weigh 495,000 pounds on drivers. The engineer's rate of pay shall be determined by adding the weight of the rotary snow plow (347,240 lbs) to the weight on drivers of the two diesel-electric locomotive units (495,000 lbs) and considering the aggregate weight (842,240 lbs) as the weight on drivers. Thus, the rate applicable to locomotives weighing between 900,000 and 950,000 pounds on drivers is the rate to be applied.

Note 1: BLE Rule 50 shall not apply to the operation herein referred to.

Note 2: Where the combined, i.e., aggregate weight of the rotary snow plow (347,240 lbs) and the weight on drivers of the diesel-electric locomotive units exceeds 950,000 pounds, the aggregate weight of such combination for pay purposes shall be moved into the next higher wage rate bracket.

Section 2. This agreement shall be effective July 1, 1964, and thereafter subject to change, modification or revision in accordance with the terms and provisions of BLE Rule 134 and the Railway Labor Act, as amended.

Dated at Portland, Oregon this 17th day of June, 1964.

APPENDIX 41

(EO-1777)

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
(Territory Salt Lake City-Butte and Granger-Huntington)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Run Around En Route

In the several operating districts as hereinafter listed, run around en route agreements became effective as follows:

<u>Operating District</u>	<u>Effective Date of Agreements</u>
(a) Pocatello-Glenns Ferry	April 1, 1948
(b) Glenns Ferry-Huntington	"
(c) Pocatello-Lima	"
(d) Lima-Butte	"
(e) Salt Lake-Pocatello	March 16, 1955
(f) Montpelier-Green River	"
(g) Pocatello-Montpelier	January 16, 1957

In accordance with Section 5 of the agreement dated March 11, 1948 (effective April 1, 1948) and the agreements dated March 11, 1955 (effective March 16, 1955) and Section 6 of the agreement dated December 21, 1956 (effective January 16, 1957), the parties mutually agree that the provisions of all four of these agreements shall be automatically terminated and be of no further force or effect on and after April 15, 1959, and, in lieu thereof,

IT IS AGREED:

1. Engineers handling freight trains in pool freight service over the same territory and having the same initial and final terminal shall, when registering, make notation of engineers they have run around en route or of engineers who have run around them, so that crew calling forces will have the necessary information to determine the order in which engineers are to be placed upon the pool freight board and the order in which they are to be called.

2. Subject to compliance with Section 1, each engineer run around en route between terminals will upon arrival at the objective terminal, be given the same relative standing for subsequent service as they held at the time called at the initial terminal.

3. Sections 1 and 2 of this agreement shall apply to pool freight engineers when deadheading on passenger trains to and/or from pool freight service in relationship to other engineers in pool freight service.

4. Sections 1 and 2 of this agreement shall not apply to pool freight engineers being used and/or deadheading to or from passenger service in territories where rotary pool board agreements are in effect in relationship to other engineers in pool freight service.

Example: Engineer "A" in pool freight service is brought on duty Montpelier at 5:30 AM, departs Montpelier 6:00 AM. Engineer "B" in pool freight service is brought on duty Montpelier at 6:15 AM, departs Montpelier 7:00 AM. Engineer "B" runs around and passes Engineer "A" at Soda Springs and arrives Pocatello at 9:30 AM, ahead of Engineer "C". Engineer "C", a pool freight engineer being used in passenger service, is brought on duty Montpelier at 7:30 AM for Train 17 which departs Montpelier at 8:00 AM and arrives Pocatello at 10:10 AM. Engineer "C" runs around and passes Engineer "A" at Soda Springs, who arrives Pocatello at 11:00 AM. Subject to compliance with Section 1, pool freight engineers "A", "B" and "C" will, upon arrival Pocatello, be marked up on the pool freight board as follows:

Engineer A – first out
" C – second out
" B – third out

5. To be eligible for a call under Section 2, the pool freight engineer, except as provided in Rule 104 of the BLE Agreement effective April 1, 1956, must be rested and available for service at the time of the on-duty call for the trip.

6. Under Section 5 of this agreement, an engineer who is not fully rested may be held for full rest, but if the engineer used for the trip completes the trip within the time the held engineer was eligible to work under the Hours of Service Law, the held engineer will be paid as a penalty a runaround of fifty (50) miles.

7. This agreement shall be considered as a temporary agreement which is placed in effect for trial purposes. During the period it remains in effect it shall supersede all agreements, understandings or practices which are in conflict.

8. This agreement shall be effective April 16, 1959 and thereafter, subject to the condition that it shall automatically terminate and be of no further force or effect ten days after written notice is served by either party upon the other. Upon termination as herein provided for, the practices in effect prior to April 16, 1959 shall be restored.

Dated at Salt Lake City, Utah, this 6th day of April, 1959.

**FOR
BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

**FOR
UNION PACIFIC RAILROAD COMPANY**

s/ W. B. Gaskins
General Chairman

s/ F. C. Wood
Assistant to Vice President

APPENDIX 42

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

* * * *

GOWAN FIELD-SCOVILLE BRANCH
POCATELLO AIR BASE-MOUNTAIN HOME AIR BASE AND LEEFE SPUR

GOWAN FIELD:

Salt Lake City, Utah
March 22, 1943
BLE 1704

Mr. Walter Blakemore
General Chairman, -B.L.E.
Carlson Building
Pocatello, Idaho

Dear Sir:

With reference to your letter June 18, 1942, BLE Case 1704, presenting claim for the payment of 100 miles basis of side trip to Engineer Griffith, trip of January 2, 1942, by reason of going inside the plant grounds of Gowan Field airport.

I am agreeable to allowing engineers actual time consumed for movements into the plant grounds of the Gowan Field airport, with a minimum of one hour in addition to all other time for the trip and without deduction for the time so consumed, and in order to dispose of all pending claims to make this payment effective September 6, 1941.

I have provided space in the lower left-hand corner for your acceptance if this will satisfactorily dispose of this case.

Yours truly,

s/ R. E. Titus

ACCEPTED:

s/ W. Blakemore
General Chairman, B.L.E.

SCOVILLE BRANCH:

December 22, 1943

BLE 1770

Mr. Walter Blakemore
General Chairman, BLE
416 Carlson Building
Pocatello, Idaho

Dear Sir:

Referring to our discussion at Pocatello November 21, 1943, regarding service trips between Mackay Branch crew to the Government U. S. Naval proving grounds near Arco, Idaho.

The tentative agreement reached at that time was held up pending the concurrence of General Chairmen Corbett and Phillips. General Chairman Hunt has suggested that this case be closed out insofar as trainmen are concerned, and I am arranging to do so.

Assuming you are anxious to close the matter out for the engineers, this letter will serve as an agreement with your organization.

The Government plant in the vicinity of Arco is served by a spur track approximately 4.94 miles in length diverging from the main track of the Mackay Branch at Scoville. Service required by the Union Pacific crews is more or less irregular but it is nevertheless service we are obliged to render when called upon.

For train or switching movements into the Government plant grounds beyond the recognized receiving, delivery and/or run around tracks at Scoville, I am agreeable to allowing Union Pacific engineers actual time consumed with a minimum of one hour in addition to all other time for the trip and without deduction for the time so consumed. This agreement will be effective May 26, 1943, and payment on the basis above outlined subsequent to that date will dispose of all pending claims.

Space has been provided in lower left hand corner of this letter for your acceptance. Please sign and return the original and three copies for my file, five copies being sent you herewith.

Yours truly,

s/ R. E. Titus

ACCEPTED:

s/ W. Blakemore
General Chairman, BLE

POCATELLO AIR BASE:

Pocatello, Idaho
November 21, 1943

Mr. Walter Blakemore
General Chairman, BLE
Pocatello, Idaho

Mr. H. W. Corbett
General Chairman, ORC
Pocatello, Idaho

Mr. Geo. W. Hunt
General Chairman, BRT
Pocatello, Idaho

Mr. W. L. Phillips
General Chairman, BLF&E
Pocatello, Idaho

Gentlemen:

With reference to claims for 100 mile side trips for switching service performed by the Pocatello-American Falls Local at the Pocatello Air Base, near Michaud.

For movements into the plant grounds of the Government Air Base at Pocatello beyond the recognized receiving, delivery and/or run around tracks, I am agreeable to allowing Union Pacific crew actual time consumed with a minimum of one hour in addition to all other time for the trip and without deduction for the time so consumed.

This agreement will be effective September 19, 1943, (later made effective September 19, 1943) and payment on the basis above outlined subsequent to that date will dispose of all pending claims.

Yours truly,

s/ R. E. Titus

ACCEPTED:

s/ W. Blakemore – General Chairman, BLE

s/ Geo. W. Hunt – General Chairman, BRT

s/ W. L. Phillips – General Chairman, BLF&E

MOUNTAIN HOME AIR BASE:

EO-1946

1. When an engineer is required to make movements to and from the tracks located approximately 800 feet beyond the point where the legs of the wye converge, as shown on diagrammatical sketch attached hereto and made a part hereof, beginning at Point "A", for the purpose of delivering cars to and/or receiving cars from the Mountain Home Air Base, he/she will be paid an arbitrary allowance of actual time consumed in making all such movements with a minimum of one hour in addition to all other road and terminal time for the trip and without deduction therefrom.

2. In the event an engineer is required to make movements over Government tracks beyond (southward from) the tracks referred to in Section 1, such movements shall be considered the same as movements described in Section 1 and shall be paid for as provided in Section 1. Where movements are made both to the tracks referred to in Section 1 and on Government tracks beyond, the time of such movements shall be considered the same as movements referred to in Section 1 and paid for on that basis. In other words, all of the time of such movement or movements shall be paid for under Section 1.

3. The allowance provided in Sections 1 and 2 shall apply to the work performed at Mountain Home, as described therein, between the time an engineer arrives at Mountain Home and the time he/she departs from Mountain Home, and when such work is performed when passing through Mountain Home on more than one occasion during the trip, the allowance shall apply independently each time the engineer performs the work when passing through Mountain Home.

4. The arbitrary allowance provided in Sections 1 and 2 shall not apply to service performed for any Government or privately owned industry other than the Mountain Home Air Base even though movements to such industry or industries are made over the same tracks as referred to in Sections 1 and 2.

5. The arbitrary allowance shall not apply in any event to movements made on wye tracks or other tracks at Mountain Home north of the auxiliary tracks shown as Point "A" on the sketch attached hereto and made a part hereof.

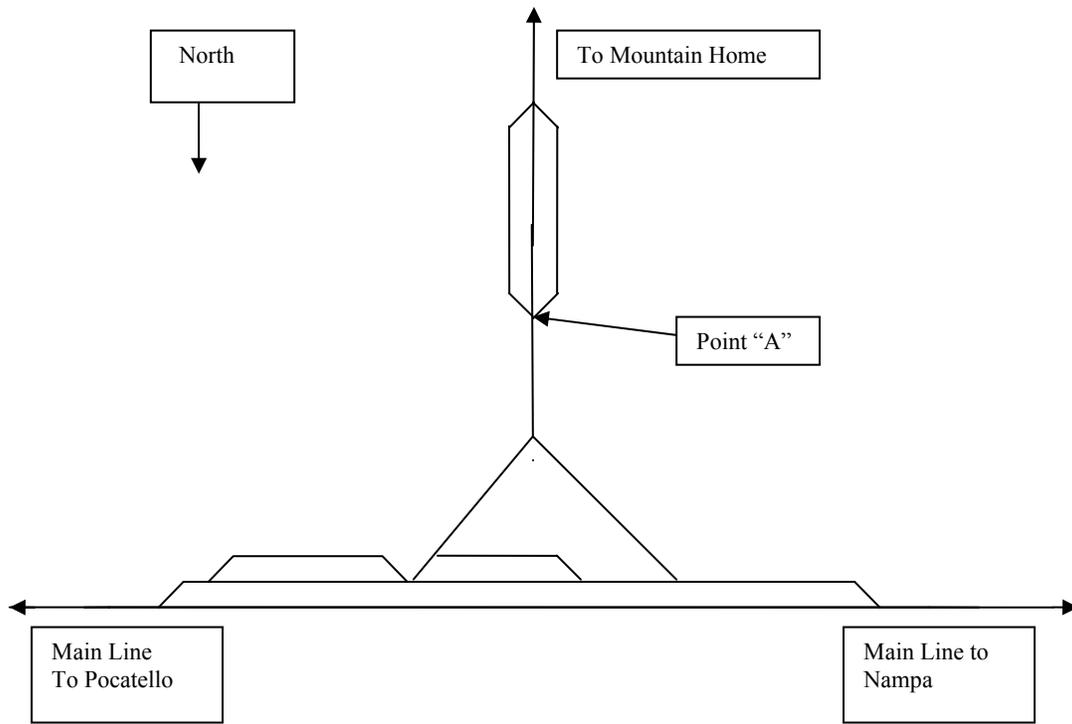
6. The arbitrary allowances provided for in the foregoing sections shall apply only during the time the Government maintains its own engine and crews to handle cars for the Mountain Home Air Base between such Base and the Carrier's Mountain Home station. In the event the Government should abandon or discontinue its engine and crews for handling cars over the Government tracks (about 9 miles) between the Mountain Home Air Base and the Mountain Home station, movements thereafter required of an engineer in providing service for the Mountain Home Air Base shall be handled as follows:

(a) The length of the track from the point where the tracks of the legs of the wye converge to the Mountain Home Air Base and return shall be included as mileage of the assignment of regularly assigned local freight runs if such runs are required to perform service for the Mountain Home Air Base beyond such point and such mileage shall be taken into account in issuing seniority bulletins.

(b) When employes other than employes of regularly assigned local runs are required to perform service for the Mountain Home Air Base beyond the point where the tracks of the legs of the wye converge, the miles run from such point to the Mountain Home Air Base and return shall be included as miles run during the trip or day's work.

Dated at Salt Lake City, Utah, this 7th day of July, 1961.

Mountain Home Air Base
(sketch not drawn to scale.)



LEEFE SPUR:

November 22, 1955

Mr. W. B. Gaskins
General Chairman, BLE
510 Carlson Building
Pocatello, Idaho

Dear Sir:

With reference to trips made by crews on the Leefe Spur, it is agreed:

1. Bulletins covering locals performing work on the Leefe Spur will hereafter include the mileage of the spur, and payment will be made in accordance with the bulletined assignment.
2. Where pool freight crews serve the industry at Leefe, the mileage of the Leefe Spur will be included in the trip. No arbitrary or special payment will be incurred where a crew is operated out of Montpelier and serves the spur and returns to Montpelier, but if it is necessary for a through freight crew to leave their train at Carlson and/or Sage and lap ahead or lap back from Carlson and/or Sage or vice versa, the trip will be considered a lap back trip under the rules.

Yours truly,

s/ F. C. Wood
Assistant to Vice President

ACCEPTED:

s/ W. Blakemore
General Chairman, BLE

APPENDIX 43.

BLE Union Officers holding turn or position first-out. Agreement dated September 17, 1984 along with supplemental Letter of Understanding dated September 18, 1984. This applies to specific list of BLE officers (President, Local Chairman and Secretary) holding pool freight turn or extra board. Can hold position first out when necessary to lay off union business. Other Engineers can exercise provision only when authorized by BLE General Chairman or Local Chairman.

IDE-5648

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

Northwestern District – Idaho Division

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

It has been proposed by the Organization that regulations be adopted so as to preserve the first-in first-out position of an engineer in pool freight service or on the engineers' extra board when such engineer holds a position as a Brotherhood of Locomotive Engineers Committeeman and is required to lay off account acting as a representative for an accused or for Committee work.

Therefore, **IT IS AGREED:**

(a) Should an engineer, who holds a turn in pool freight service or on the engineers' extra boards (road or yard), be required to lay off to act as a representative for an accused engineer or to attend BLE Division meetings or Brotherhood business in behalf of the Organization, such engineer will continue to hold his/her turn on such boards.

(b) If such engineer representative attains the first-out position in the pool or on an extra board, he/she shall continue to retain such first-out position, subject to the following --

(i) An engineer representative who attains the first-out position for pool freight service or service from the engineers' extra boards, and who because of such position would stand to be called pursuant to the rules of the agreement, will continue to stand first-out and will be called for the next service to which entitled under the schedule rules after completion of the hearing for which the engineer is acting as representative or the meetings or business attended on behalf of the Organization.

(c) An engineer held and then used in accordance with paragraphs (a) and (b) shall, if practicable, available and rested for service, be restored to the same relative position which he/she held in relationship to other pool freight or extra board engineers upon returning to the home terminal or upon completion of work at the terminal where extra boards are maintained.

(d) No penalty claims shall be presented against the Company in the application of this agreement.

(e) An engineer acting as a representative for an accused or a committeeman attending official business on behalf of the BLE must inform the crew dispatcher prior to the time he/she desires to lay off and the approximate duration of the lay off.

(f) The provisions of this agreement shall apply to the following officers of the BLE Organization when attending business in behalf of the BLE Organization:

President
Local Chairman
Secretary

(g) This agreement shall be effective October 1, 1984 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect fifteen (15) days after written notice is served by either party upon the other of its desire to so terminate.

Dated at Portland, Oregon this 17th day of September, 1984.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ Roger L. Jones
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ J. E. Cook
Director Labor Relations-NWD

APPENDIX 44

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(Western Region – Idaho Division)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

TRAVELING SWITCHER ASSIGNMENTS

1860.99

Section 1. Traveling switcher assignments may be made combining road service and yard service, provided all such service is performed within a zone extending 50 miles in each direction.

NOTE: As an exception to Section 1, traveling switcher assignments established at Kemmerer, Wyoming may be bulletined for a radius of 56 miles to include the West Vaca-Alchem area. A minimum of 150 miles will apply at Kemmerer subject to the provisions of Section 4.

Section 2. There shall be no restrictions as to the locations where traveling switchers may be established. However, switching performed at mainline district terminals (Salt Lake, Pocatello and Nampa), where yard crews are employed and on duty shall be governed by the applicable National Agreements.

Section 3. Employees in such service will be paid the five day yard rate for the entire trip or day's work. Eight hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight hours continuous service. Miles run shall not be taken into account for pay purposes.

NOTE: Rates of pay established by this agreement shall be subject to general wage increases.

Section 4. Employees assigned to traveling switchers having a radius of 35 miles or less will be guaranteed a daily earnings minimum of one hundred twenty-five (125) miles at the rate provided in Section 3. Employees assigned to traveling switchers having a radius in excess of 35 miles will be guaranteed a daily earnings minimum of one hundred thirty-five (135) miles at the rate provided in Section 3. When earnings from all sources do not produce an amount equal to the guaranteed mileage of the assignment on any assigned working day, the employee will be paid the guaranteed mileage of the assignment at the rate provided for in Section 3.

Section 5. Traveling switchers may be assigned either five, six or seven day per week.

Section 6. Employees in traveling switcher service used outside of their assigned territory will be allowed a minimum of one hundred miles therefore at the rate and under the rules governing the service performed on the extra trip, provided that such time or miles will not be used in computing time on the assignment. The guarantee provisions of Section 4 will not apply to trips made pursuant to the provisions

of this Section.

Section 7. Rules pertaining to initial and final terminal delay time, terminal switching and starting time will not apply to traveling switcher assignments.

Section 8. There shall be no limitation upon the number of turnaround trips road switchers may be required to make into or out of the starting point or between intermediate points within the area of their assignment.

Section 9. The Carrier shall designate by seniority bulletin the on-duty point and starting time of road switcher assignments covered by this Agreement. The starting point shall also be the off-duty point for each day the road switcher is assigned to work.

Section 10. Assignments established pursuant to this Agreement shall be governed by the local starting time rules of the scheduled agreements.

Section 11. This Agreement supersedes all previous road switcher agreements.

This Agreement, which is entered into pursuant to Section 2, of Article VII of Award of Arbitration Board, No. 458, shall become effective November 3, 1987 and shall remain in effect until revised or cancelled in accordance with procedures prescribed by the Railway Labor Act, as amended.

Dated at Salt Lake City, Utah, this 3rd day of November, 1987.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

UNION PACIFIC RAILROAD COMPANY

s/T. J. Donnigan
General Chairman-Idaho

s/J. E. Cook
Division Regional Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

406 WEST FIRST SOUTH
SALT LAKE CITY, UTAH 84101

November 3, 1987

1860.80

Mr. T. J. Donnigan
General Chairman, BLE
242 W. Lewis, Room 6
Pocatello, ID 83204

(SIDE LETTER A)

Dear Mr. Donnigan:

This will confirm our discussions during the negotiation of the agreement of this date providing for the establishment of traveling switcher service on the Idaho Division.

It was agreed in conference that in the application of Section 2, the character of switching that may be performed by traveling switcher crews at mainline district terminals (Salt Lake, Pocatello and Nampa), where yard crews are employed and on duty, shall be limited to such work in connection with their own train as set forth in Section 1, Article VIII of BLE Arbitration Board No. 458 dated May 19, 1986, or as may be amended in subsequent agreements. Engineers required to perform work in excess thereof will be paid therefore at pro rata rate on the minute basis calculated from the time compensable switching is begun until it is completed, with a minimum of one hour.

The penalty payment referred to above shall not be used as an offset against the daily earnings guarantee provided for in Section 4 of the Traveling Switcher Agreement.

The Organization expressed a concern that Section 6 would be construed in such a manner as to be in conflict with, and render ineffectual, the provision in Section 2 with regard to the amount of work that may be performed at mainline district terminals. This concern is groundless and we are in agreement that Section 6, the general rule, is not in conflict with Section 2, the specific rule.

Please indicate your agreement by signing your name in the space provided below.

Yours truly,

s/ J. E. Cook

I AGREE:

s/ T. J. Donnigan
General Chairman, BLE

November 3, 1987

(SIDE LETTER B)

Mr. T. J. Donnigan
General Chairman, BLE
242 West Lewis, Room 6
Pocatello, ID 83204

Dear Mr. Donnigan:

This confirms our understanding with respect to the Traveling Switcher Agreement of this date:

1. The rules and regulations relating to the establishing of assignments at locations where food and lodging are available will apply to traveling switcher assignments.
2. Assignments established pursuant to the traveling switcher agreement will be covered by the schedule rules governing meals, lockers and sanitary facilities.
3. Assignments established pursuant to the traveling switcher agreement shall be subject to the Holiday Pay provisions of the National Agreements.
4. Seniority lines of demarcation at Salt Lake City, Utah and Huntington, Oregon will be respected.

Please indicate your agreement by signing in the space provided.

Yours truly,

s/J. E. Cook

ACCEPTED:

s/T. J. Donnigan
General Chairman, BLE

APPENDIX 45.

Guaranteed Engineers' Extra Board Agreement – Idaho Division (Portland Hub Zones 1, 2 and 3), dated July 1, 1996.

Guaranteed Engineers' Extra Board Agreement – Eastern District (Salt Lake City Hub), dated July 1, 1996.

Agreed-to Questions and Answers dated November 14, 1996 addressing the application of the Rest Day/Rest Day Incentive Payment.

AGREEMENT

#1403159630

between the

UNION PACIFIC RAILROAD COMPANY

(Territory Salt Lake City – Butte - Granger – Huntington)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GUARANTEED ENGINEERS' EXTRA BOARD

Guaranteed combination road/yard engineers' extra boards may be established in the territory subject to the Salt Lake City – Butte – Granger Huntington Engineers' collective bargaining agreement subject to the following:

1. OPERATION.

A. 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.

B. The engineers' guaranteed extra board will operate on a first-in, first-out basis. When two (2) or more vacancies are all called for the same time, first-out Engineer shall have the selection as to which position he/she desires to work. Engineers exercising seniority to the board will be placed to the bottom of the board. Engineers marking up for service after laying off, subject to the provisions of Sections 4, 5, 6 and 8 of this Agreement, shall be placed to the bottom of the board. Engineers shall be returned to the bottom of the board per tie up time when working yard assignments. After completion of road service, the arriving time at the terminal shall govern in determining the order in which engineers shall be called for subsequent service.

C. If more than one tie up at the same time, previous board standing will govern.

2. GUARANTEE.

A. Engineers assigned to the extra board shall receive a guarantee of seventeen (17) days per half at the through freight rate applicable to the weight-on-drivers bracket, less than 200,000 pounds. The 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.

B. All earnings received by extra engineers assigned to the extra board will be used in computing such guarantee. Extra engineers laying off on call or missing call 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 guaranteed day only.

C. When an engineer assigned to the guaranteed board attains the first-out position and is not available because of taking extra rest, that engineer is held first-out until rested and is subject to call. There will be no penalty assessed. However, the Carrier will monitor employees tied up for rest to avoid an abuse of the Rest Rule.

D. Extra engineers unavailable for more than two (2) calls per pay period, or being unavailable for more than 72 combined hours per pay period, will have their guarantee suspended for that pay period.

NOTE 1: This Paragraph D will include any unavailable status due to missing a call, laying off on call or laying off, but will exclude layoffs for Company business and Local Chairmen, Legislative Representatives, Secretary-Treasurers, Division Presidents or Engineer, specifically designated by the BLE General Chairman, who must lay off for BLE union business. BLE representatives unavailable for call due to laying off for union business shall be returned to the board in their respective order when marking back up and in the event normal rotation of the board places him/her first-out, he/she will go first-out and be subject to call.

NOTE 2: If an employee is unavailable for 72 combined hours during a pay period for other than the items listed above, i.e., union business or Company business, he/she will forfeit his/her guarantee for that half.

E. Engineers added to the extra board will be added prior to 12:00 Noon and will be paid guarantee for the day added provided they meet the availability requirements of this Agreement. The semi-monthly guarantee will be computed on a daily basis from the time engineer is either added to or displaces onto the extra board until the end of the semi-monthly period. Earnings made on the day added will not be included in the computation of the guarantee; however no guarantee will be paid for that day unless he/she is rested and available to perform service. If called and used from the extra board, on the day added, those earnings will be used in the computation of the guarantee. Guarantee will not be paid to an engineer on the day reduced from the extra board provided that such reduction has been made prior to 12:00 Noon.

3. REST DAY/INCENTIVE PAYMENT.

A. 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:

- (1) At the time of the rest day the engineer must be other than first out.
- (2) The rest day must be taken at any time commencing 12:01 AM, Monday and concluded by 11:59 PM, Thursday.
- (3) The rest day cannot exceed 24 hours.
- (4) This provision does not affect or modify any provision contained in the paid holiday agreement.

B. 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 Item A above 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.

C. Reductions in guarantee due to layoffs/absences does not apply when taking rest day(s) under this Section 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. Mark up time shall be agreed to at the time of lay off. If services are needed, he/she will be penalized one day's pay and fall to bottom of board.

5. LAYING OFF (ON CALL) AT HOME TERMINAL.

An extra engineer laying off on call will be held in until the tie up of the respondent or twelve (12) hours from the time of the lay off, whichever is later. The engineer will be marked up automatically, however, this shall not prevent the Carrier from using him/her in emergency service if the extra board is exhausted. If used in emergency, the engineer will not be penalized for the lay off under this Section 5. If not used, will have their guarantee reduced by the amount they would have earned had they not laid off.

6. MISSING CALL AT HOME TERMINAL.

An extra engineer missing a call will be held off for a minimum of twelve (12) hours and will be automatically marked up to the bottom of the extra board. Engineers missing call for an assignment at an outlying point shall be governed by Section 8 herein. It is understood that this provision does not prevent the Carrier from administering such discipline as it deems proper for a missed call subject to the terms of the Schedule Agreement.

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 or lays off on call 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. The guarantee will be reduced by the amount he/she would have earned.

NOTE: Where one extra engineer is called and deadheaded to an outside point to fill a vacancy in either road or yard service because another engineer on the extra board has taken or been granted a leave of absence (layoff) within twenty-four (24) hours from the time the one extra engineer was called to deadhead and who, except for having taken or been granted a leave of absence (layoff), would have stood for the call to deadhead to the outside point for road or yard service, such extra engineer who has taken or was granted leave of absence (layoff) shall, upon reporting for duty, be required to go to the outside point and relieve the extra engineer sent in his/her stead, provided the vacancy continues to exist. The extra engineer electing not to deadhead to the outside point shall not be restored to the extra list until the extra engineer sent in his/her stead has returned and marked up for service at the extra board point. This provision shall not apply to an extra engineer laying off to comply with the existing mileage regulations or to take his/her vacation.

An extra engineer who takes and is granted leave of absence (layoff) and who is required to deadhead to an outside point in the application of the first paragraph of this Section, shall deadhead to and from the outside point on his/her own time and shall not be paid for deadheading in either direction.

9. **TYING UP FOR REST. (RULE 110)**

An extra engineer tying up for rest under the provisions of Rule 110 at the home terminal will retain his/her position on the extra board. When engineers assigned to the guaranteed board attain the first-out position and are not available because of taking extra rest, the engineer will be held first-out until rested and therefore subject to call.

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. Additions or reductions of extra boards are governed by Section 2.

Engineers added to the extra board shall not be removed therefrom for a period of seven (7) days but may bid off or be displaced sooner.

EXAMPLE: Extra board is added on May 1. Engineer assigned to the extra

board on May 1 may not be reduced from the board until May 8 unless displaced or bids to new assignment.

11. DEADHEADING.

Deadheading which results from the regulation of the extra board will not be paid for.

12. SIDE LETTERS.

Attached are various Side Letters that amend various Rules of the Agreement. These Side Letter Agreements are entered into to facilitate usage of the guaranteed extra board. It is understood that if the Agreement is cancelled by the Union, then the Side Letter Agreements are also cancelled.

13. SIDE LETTER #20.

This Agreement is without prejudice to Side Letter #20 of the May 19, 1986 Agreement.

14. 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.

15. This agreement is a modification of and supersedes the Guaranteed Engineers' Extra Board Agreement signed October 12, 1989 (File 560.30-7).

16. EFFECTIVE

This agreement shall become effective on July 1, 1996.

FOR THE ORGANIZATION:

s/ D. L. Stewart
General Chairman BLE

FOR THE CARRIER:

s/ T. L. Wilson, Sr.
Director Labor Relations

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

Side Letter #1
560.30-7
Rule 85

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton, UT 84041

Dear Sir:

This refers to the Guaranteed Extra Board Agreement for the territory covered by the Salt Lake City – Butte – Granger – Huntington Engineers’ Contract.

The Carrier expressed concern that due to the high guarantee on the combination board that many assignments, especially yard assignments, would go no bid so that employees could work them off the extra board at a higher rate. The Carrier refused to grant the higher rate unless some relief was provided in this area.

Therefore, it was agreed that should a yard vacancy go no bid, then the senior demoted engineer shall be forced assigned to the position and if there are none, then the junior employee on the guaranteed extra board at the protecting location shall be force assigned to the vacancy.

Engineers subject to this understanding can only be forced to yard vacancies, at their respective home terminals. In other words, a Pocatello engineer can be forced to a Pocatello yard vacancy only, Salt Lake City engineer can be forced to a Salt Lake City yard vacancy only and a Nampa engineer can be forced to a Nampa yard vacancy only. This does not modify the G-2 Agreement, dated November 8, 1972, found on Pages 251-254 of the BLE Schedule, effective January 1, 1977. (Appendix 22 of the July 1, 2008 Schedule).

Yours truly,

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

AGREED:

s/ D. L. Stewart
General Chairman – BLE

Side Letter #2
560.30-7
Rule 78
Appendix 24
Appendix 25

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton, UT 84041

Dear Sir:

This refers to the Guaranteed Extra Board Agreement for the territory covered by the Salt Lake City – Butte – Granger – Huntington Engineers’ Contract.

The Carrier expressed concern that due to the application of Rule 78, Appendix 24 (pages 256-257), Appendix 25 (pages 258-260) and the Five Day Workweek Agreement (including the Float Rule), the extra board would not have sufficient work to warrant the guarantee that is stated in the Agreement. Therefore, all temporary vacancies will be filled by the extra board except as noted herein*.

Yard vacation vacancies, the initial vacancy created by a vacation, may be taken by another yard engineer and the resulting vacancy shall be considered as temporary and filled by the guarantee board.

An engineer will be allowed to float only if that engineer was bumped or job abolished and stands to lose a day’s work.

It is, therefore, agreed that the above cited rules and appendixes are suspended while this combination road/yard extra board agreement is in effect.

Yours truly,

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

AGREED:

s/ D. L. Stewart
General Chairman – BLE

*Appendix 24 and 25 referenced herein are consolidated into Appendix 25 of the July 1, 2008 Schedule.

Side Letter #3
560.30-7
Rule 89

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton, UT 84041

Dear Sir:

This refers to the Guaranteed Extra Board Agreement for the territory covered by the Salt Lake City – Butte – Granger – Huntington Engineers’ Contract.

The parties discussed the most efficient movement of employees when pool turns are adjusted. It is possible that with this guarantee extra board that senior employees may wish to move to the board.

Therefore it is agreed if pool turn(s) are cut that a senior employee with application for the extra board would be released prior to the junior engineer in the pool being released.

Yours truly,

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

AGREED:

s/ D. L. Stewart
General Chairman – BLE

Side Letter #4
560.30-7

Mr. D. L. Stewart
General Chairman BLE
44 North Main
Layton, UT 84041

Dear Sir:

This refers to the Guaranteed Extra Board Agreement for the territory covered by the Salt Lake City – Butte – Granger – Huntington Engineers' Contract.

Since Section 10 provides for employees to be carried on the extra board for seven (7) days except for bidding or being displaced, the Carrier believes that access to the board should be similarly handled.

It is therefore agreed that employees may move to the extra boards only by application or when they have a displacement right through being bumped or their job is abolished. An employee may not relinquish his/her assignment and move to the extra board.

Yours truly,

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

AGREED:

s/ D. L. Stewart
General Chairman – BLE

AGREEMENT
#1803159630
between the
UNION PACIFIC RAILROAD COMPANY
for the territory
EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GUARANTEED ENGINEERS' EXTRA BOARD

Guaranteed engineer's 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, pervious 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, 960,000 and less than 1,000,00 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 earning 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 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 then 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 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 stop the Carrier from administering such discipline as it deems proper for a missed call.

6. MISSING CALL (AT HOME TERMINAL).

An extra engineer missing a 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 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 therefrom 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 TURNAROUNDS.

Extra engineers marking 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, 1985 will be restored

16. This agreement is a modification of and supersedes the basic Guaranteed Engineer's Extra Board Agreement signed October 26, 1985. (File E-013-22; 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:

s/ M. A. Young
General Chairman BLE

FOR THE CARRIER:

s/ T. L. Wilson, Sr.
Director Labor Relations

s/ 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 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. WHEN 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) Misses 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 missed call.

UNION PACIFIC RAILROAD COMPANY

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 in 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, Sr.
Director - Labor Relations

s/ C. R. Wise
Director - Labor Relations

BLE GUARANTEE BOARDS

- 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 A 1
- 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.
- A11. 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 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/her 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 46.

Guaranteed Engineers' Extra Board Agreement – clarification and understanding entered into by the parties regarding the calculation of extra board guarantee. Carrier's cover letter is dated May 15, 2007. Signatures of affected BLET General Chairmen are noted therein. Attached to the clarification/understanding are twelve (12) examples illustrating scenarios where engineers would be entitled to guarantee or forfeiture thereof. Bereavement, jury duty, personal leave and vacation lay offs are addressed. Engineers taking compensated or non-compensated time off must perform service following the time off. Where no service is performed between the day(s) of compensated or non-compensated time off, the subsequent lay-off as well as the period between time off will be considered as unavailable time off and count as an occurrence subject to deduction or forfeiture of guarantee.

UNION PACIFIC RAILROAD COMPANY

May 15, 2007

MR. T J 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**

**For the
Union Pacific Railroad**

s/ T. J. Donnigan

s/ T. G. Taggart

s/ M.A. Young

s/ A. L. Weed

s/ B. D. MacArthur

s/ T. M. Stone

s/ D. W. Hannah

s/ A. C. Hallberg

UNION PACIFIC RAILROAD COMPANY

May 15, 2007

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1203159630
1803159630

MR. T J DONNIGAN
GENERAL CHAIRMAN BLET
PO BOX 609
POCATELLO ID 83204-0609

MR. D W HANNAH
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404 N 7TH ST STE A
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MR. B D MACARTHUR
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501 N SECOND ST-SUITE 2
CLINTON IA 52732

MR. M A YOUNG
GENERAL CHAIRMAN – BLE
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 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. 3/8) 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,

(Signatures Omitted)

BLET Extra Board Guarantee

Example 1: An engineer works January 1 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 layoff 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 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 layoff.

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 layoff.

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.

APPENDIX 47

Yard engineers called in four (4) hours early to work in advance of regular assignment. Memorandum Agreement dated December 9, 1974 established payment of basic day (100 miles yard rate) when regularly assigned engineers are brought in up to four (4) hours before commencing regular shift. This Memorandum Agreement is similar to the "mini-shift" arrangement which provides for additional pay when engineers are used four (4) hours in advance of, or four (4) hours after the regular assignment.

MEMORANDUM AGREEMENT

IDE-5464

IDE-5465

IDE-5466

In conference at Pocatello, Idaho, November 26, 1974, the parties reviewed the merits of the following described claims:

"IDE-5464, BLE 3561-I - Claim of Yard Engineers H. J. Brumble, Nampa, for an additional 50 miles on each date of November 20 and 21, 1973, account required to report four hours in advance of his normal on-duty time.

"IDE-5465, BLE 3562-I - Claim of Yard Engineer L. A. Parks, Nampa, for an additional 50 miles on each date October 20 and 21, 1973, account brought on duty four hours ahead of his regular shift.

"IDE-5466, BLE 3563-I - Claim of Hostler E. H. Robertson, Nampa, for an additional 50 miles on each of the following dates account brought on duty four hours in advance of his regular shift:

Sept. 16, 1973	Oct. 10, 1973
Oct. 4, 1973	Oct. 11, 1973
Oct. 5, 1973	Oct. 12, 1973
Oct. 6, 1973	Oct. 13, 1973
Oct. 7, 1973	Oct. 14, 1973
Oct. 8, 1973	Oct. 19, 1973
Oct. 9, 1973	Oct. 20, 1973."

Claimants Brumble and Parks were regular assigned as Yard Engineers at Nampa on the 11:00 PM to 7:00 AM and 4:00 PM to 12 MN shifts, respectively, in the Nampa Yard.

On each claim date they were required to report four (4) hours in advance of their normal on-duty time and actually worked 12 hours, eight (8) of which included service on their regular assignment following four (4) hours service performed in advance of their assignments.

In IDE-5466, Claimant Robertson was performing service as a regularly assigned Hostler, likewise being brought on duty four (4) hours ahead of his regular assignment.

In these circumstances, the UTU-E has accepted the Carrier's method of payment, which is a basic day for the four (4) hours in advance of regular assignment in addition to normal earnings on regular assignment. Claimant was properly paid under the UTU-E Understanding, and this claim is withdrawn and closed.

The claims of Engineers Brumble and Parks contemplate payment of eight (8) hours at the time and one-half rate, although they were likewise paid eight (8) hours straight time for the four (4) hours worked in addition to the normal earnings of their regular assignments.

It is agreed Claimant engineers were properly paid in these circumstances; and, accordingly, these claims are withdraw and closed.

Dated at Salt Lake City, Utah, this 9th day of December, 1974.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ W. B. Gaskins
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ Alden Lott
Director Labor Relations

APPENDIX 48

Trading Turns Agreement dated October 2, 1998. Allows pool freight engineers to trade turns once per half provided that both engineers involved must agree before CMS makes the exchange. Trades cannot be made at time of call and both engineers of the same pool must be rested and available for service. Trades will be permitted as long as neither engineer has accumulated 3800 miles and there will be no penalty claims or runaround claims as a result of trading turns. The original 1998 Agreement was limited to Salt Lake City Hub and Portland Hub Zone 3 (Idaho Territory). By Letter of Understanding dated May 25, 2001, the parties agreed to extend this provision to Portland Zones 1 and 2 effective July 1, 2001.

MEMORANDUM OF AGREEMENT

#1409169805

between the

UNION PACIFIC RAILROAD COMPANY

for the territory

IDAHO DIVISION/SALT LAKE CITY HUB

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Trading Turns

It is agreed pool freight engineers will be allowed to trade turns at their home terminal subject to the following conditions:

1. Both engineers are assigned to the same pool board.
2. Both engineers are rested.
3. Neither engineer has accumulated 3800 miles.
4. A trade and a trade back will be considered as one trade. Trade shall be limited to one trade per half.
5. Both engineers involved must agree to the trade before the crew dispatcher is contacted.
6. The crew dispatcher shall be advised of the trade prior to call time. Engineers will not be allowed to trade turns at call time.
7. No runarounds or other penalty claims shall occur as a result of engineers trading turns.

EXAMPLE:

At Salt Lake City Engineer A has a family member who is sick and it is important that the Engineer be home for a particular time period. Engineer A asks Engineer B to trade turns and Engineer B agrees so they notify the Crew Dispatcher to exchange Engineer A with Engineer B on the board for one (1) trip. After Engineer A and B both complete their round trip, they are placed back to their original place on the board.

8. It is intended engineers will limit the use of this agreement to those situations in which they would otherwise have no choice.
9. This agreement is made without prejudice to either parties position and will not be cited as a precedent in any future situation.
10. This agreement will become effective on 11/1/98 and will remain in effect unless cancelled by either party in the future with a serving of a thirty (30) day advance written notice.

Signed this October 2nd of 1998.

FOR THE ORGANIZATION:

s/ M. A. Mitchell
General Chairman – BLE

FOR THE CARRIER:

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

UNION PACIFIC RAILROAD COMPANY

May 25, 2001

File: 1409169805 1105

Mr. T. J. Donnigan
General Chairman BLE
PO Box 609
Pocatello, ID 83204-0609

Dear Sir:

On May 15, 2001, the parties met in Omaha, NE wherein the Organization requested Memorandum of Agreement 1409169805 (Trading Turns) currently in force on the Idaho Division (Portland Hub Zone 3) and the Salt Lake City Hub be expanded to Portland Hub Zone 1 and 2.

The Carrier is agreeable to expanding the trading turn agreement to Portland Hub Zones 1 and 2 effective July 1, 2001.

Please sign in the space provided below to confirm our understanding.

Sincerely,

s/ T. Gary Taggart
Director - Labor Relations

AGREED:

s/ T. J. Donnigan
General Chairman , BLE

060101
Date

APPENDIX 49

Engineers used as conductor in pool freight service at Las Vegas, Nevada when no conductor is marked up or available. Memorandum of Agreement dated October 31, 2003. Provides for the use of an engineer who desires extra work (DEW list furnished by BLET) who may be qualified as a conductor. This work is limited to the Las Vegas-Milford and Las Vegas-Yermo freight pools. While two (2) engineers are working the train under these circumstances, the engineer working as a conductor will be paid the engineer's rate for the assignment. Engineers who miss their regular assignment will be paid \$548.00 flat rate per roundtrip. Engineers who do not miss their regular assignment will be paid an additional incentive of \$275.00 per roundtrip. Engineer working as conductor required to perform HG-Relief at the away-from home terminal will be paid an incentive of \$275.00 for the tour of duty. Flat rates identified in Section 5 are subject to GWI and COLA increases. Earnings will not be used to offset guaranteed extra board or protection benefits. Carrier commits to relieve and transport crews tying up under Hours of Service Law to their objective terminal in an expeditious manner.

MEMORANDUM OF AGREEMENT
#1410220302
(180-1)
between
Union Pacific Railroad Company
and the
Brotherhood of Locomotive Engineers

This agreement confirms our discussions concerning the utilization of engineers to protect conductor vacancies due to temporary manpower shortages in the Las Vegas-Yermo and Las Vegas-Milford pool freight service.

In connection with our discussions, the parties recognize the mutual benefit in addressing the requisite need for manpower as a result of UP's operating and service needs. It is hereby mutually agreed by and between the parties' signatory hereto as follows:

Section 1: Union Pacific may use conductors, currently working as engineers, to fill conductor pool freight vacancies when no conductor(s) is marked up and available.

NOTE I: It is understood engineers used to fill conductor vacancies will only be utilized in pool freight service.

NOTE II: Upon request, the Carrier will provide documentation verifying that no conductor(s) was marked up and available when the engineer was called to fill a conductor pool freight vacancy.

Section 2: The recommended source of supply for these vacancies would be the senior qualified and available engineers selected from a Desired Extra Work (DEW) list to be provided by the Organization. Engineers assigned to the DEW list must accept the call for service as a conductor if contacted.

Section 3: When initially called to fill a conductor vacancy in pool freight service, the employee will be furnished a lantern, radio and other required tools or paper work necessary to perform

conductor duties.

Section 4: Engineers called to work in conductor status will be allowed the earnings of the assignment worked at the equivalent of the engineer rate of pay.

Section 5: In addition to the earnings of the assignment for which called, the engineer will also be allowed a flat rate payment as follows:

- 1) An engineer misses his/her regular assignment as a result of working in conductor status will be allowed a payment of \$548.00 per roundtrip.

or

An engineer does not miss his/her regular assignment as a result of working in conductor status will be allowed a payment of \$275.00 per roundtrip.

- 2) An engineer who is called to work as a conductor and, upon obtaining his/her rest at the away-from-home terminal, is subsequently used to perform Hours of Service relief prior to returning to the home terminal will be allowed a payment of \$275.00 for this tour of duty.

The payments outlined in this Section 5 will not be used to offset guaranteed extra board or protection benefits.

Section 6: An engineer will not be censured or harassed if the engineer takes longer to perform the duties of a conductor.

Section 7: No claims will be presented or considered from other engineers as a result of this handling.

Section 8: The terms and conditions set forth herein are without prejudice to either parties' position and does not acquiesce to the position of work belonging to a particular class or craft of employees. It is further understood any party in any future forum or proceeding relating to the use of engineers as conductors or a similar request shall not cite this agreement as precedent.

Section 9: This Agreement and the payment provisions outlined herein will be retroactive to October 17, 2003 and shall terminate ten (10) days after verbal notification, followed by written notification, is served by either party upon the other of their desire to so terminate.

Section 10: It is understood this Agreement will be implemented pending completion of the ratification process.

Section 12: This agreement is applicable only to qualified engineers working as conductors in the Las Vegas-Yermo and Las Vegas-Milford pools.

If the terms set forth above are acceptable to the involved parties, please indicate your concurrence by signing in the space provided.

Signed this 31st day of October 2003.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS**

s/ T. J. Donnigan

General Chairman - BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY**

s/ A. T. Olin

General Director - Labor Relations

s/ S. F. Boone

Director - Labor Relations

Side Letter No. 1

Mr. T. J. Donnigan
General Chainman, BLE
P.O. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This has reference to our discussions concerning Memorandum of Agreement #1410220302 entered into between the parties, which is retroactive to October 17, 2003. During these negotiations, the Organization expressed concern that engineers used to fill conductor pool freight vacancies who expire on the Hours of Service Law would not be transported in a timely manner to the destination terminal and/or returned back to the home terminal.

This will confirm that when an engineer is called to fill a conductor pool freight vacancy and ties up on the Hours of Service before reaching the objective terminal, the Carrier will make every reasonable effort to relieve the crew and transport them to the tie up point expeditiously. With respect to crews subsequently being returned back to the home terminal, the Carrier will also make every reasonable effort to ensure crews are expeditiously returned to the home terminal. The Carrier recognized the interest of the railroad and its employees 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 crew and providing transportation as soon as practical. It is understood that this commitment contemplates transportation in the form of passenger vehicle, and the crew 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, the General Chairman shall promptly contact the Director of Labor Relations in writing stating the reasons or circumstances thereof. The parties will immediately thereafter schedule a conference to discuss the matter and seek a resolution.

Yours truly,

s/ S. F. Boone

Director – Labor Relations

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Union Pacific Railroad Company - Western Region
PO Box 609 - Pocatello, Idaho 83204-0609
Office: (208) 232-0292 Fax: (208) 232-5268

T. J. Donnigan
General Chairman

Side Letter No. 2

November 17, 2003
23035

Carrier File: #1410220302 (180-1)

Ms. Sharon F. Boone
Director Labor Relations
Union Pacific Railroad Company
1416 Dodge Street - Room 332
Omaha, Nebraska 68179

Dear Ms. Boone,

This refers to our discussions concerning Memorandum of Agreement #1410220302 entered into between the parties retroactive to October 17, 2003 and Section 5 thereof pertaining to the flat rate payment.

This will confirm our understanding that the flat rate payment provided for in Section 5 will be subject to general wage increases and cost of living allowances.

If the outcome of our discussion is properly reflected above, please indicate your concurrence by signing in the space provided below.

Yours truly,

s/ T. J. Donnigan

s/ Sharon F. Boone
Director - Labor Relations

APPENDIX 50

Instruction-Examination Classes – Operating Rules Agreement dated November 8, 1995. Engineers attending instruction and examination classes covering the Operating Rules, Special Instructions, General Orders, General Notices, Safety, Radio, General Rules, Air Brakes and Train Handling Instructions, and instructions for handling hazardous materials are covered by this Agreement. Attendance during off duty hours will be paid actual time with minimum of four (4) hours at the straight time rate of the last service performed. Engineers who do not have an opportunity to attend rules examination between trips will be paid for all time lost. Carrier can review previous 30 days to determine availability. Engineers will be given adequate advance notice of instruction-examination classes; where and when they will be held. Engineers must be rested in order to attend rules examination classes. Engineers failing their rules examination will be re-examined after having received instructions on the subject matter contained in the rules test. Follow-up instructions will be without pay. Engineers failing the second (2nd) examination will be required to consult with the Superintendent or other designated representative and will be withheld from service until they successfully pass another rules examination.

MEMORANDUM OF AGREEMENT

#1911089529

between the

UNION PACIFIC RAILROAD COMPANY

for the territory

WESTERN REGION

(Oregon Division)

(Northwestern District)

(Salt Lake City - Granger/Butte - Huntington)

(Los Angeles - Salt Lake City)

(Feather River Division)

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.

NOTE: Thirty (30) days prior to the date of examination will be reviewed by Carrier to validate other available dates/times the employees could have attended an instruction-examination class.

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. Employees will also be reimbursed for any necessary lodging and/or meal expenses if prior approval has been granted by the Carrier. Such expenses are not permissible without such prior approval and will only be granted in those unique situations where the driving distance of the employee to/from the home terminal would logically dictate such expense.

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.

NOTE: An employee's re-examination will be the following day if practical. However, at the request of the employee such re-examination can be deferred up to seven (7) days during which time the employee will not be permitted to perform service nor will the employee be allowed any compensation.

7. 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.

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 November 8, 1995, and should continue in effect except as may be modified or amended under the provisions of the Railway Labor Act.

Signed this 8th day of November, 1995.

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

s/ D. L. Stewart
General Chairman, BLE

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

s/ T. L. Wilson, Sr.
Director Labor Relations

s/ L. A. Lambert
General Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

November 8, 1995

Side Letter No. 1

Dear Mr. Stewart:

This refers to Memorandum of Agreement #1911019529 which provides for an Agreement rule with respect to Instruction-Examination classes on Operating Rules.

This Memorandum of Agreement provides for compensation for employees and has an effective date of November 8, 1995. In this regard, the Carrier has agreed that the conditions set forth in the aforementioned Memorandum of Agreement will be retroactively applied to January 1, 1994 in that all employees who have completed their Operating Rules examination prior to November 8, will be provided the benefits of this Agreement.

If the above properly reflects our understanding on this matter, please indicate the space provided below.

Yours truly,

s/ L. A. Lambert

General Director Labor Relations

AGREED:

s/ D. L. Stewart

General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY

November 8, 1995

Side Letter No. 2

Dear Mr. Stewart:

This refers to Memorandum of Agreement # 1911089529 which provides for an Agreement rule with respect to Instruction-Examination classes on Operating Rules, with specific reference to Item 7.

During negotiations on this Agreement, the parties spent an extensive amount of time discussing the elements of Item 7 and this Side Letter No. 2 sets forth the Carrier's position on this matter that being that unless your Organization can provide documented evidence as to the justifiable reason(s) an employe failed the examination, the Carrier intends to terminate this employee from all service with the Carrier. This Carrier does not believe that the employee should remain on the seniority roster as a result of the employees apparent refusal to pass the rules examination which obviously results in that employee's inability to perform service with the Carrier.

Yours truly,

s/L. A. Lambert
General Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

November 8, 1995

Side Letter No. 3

Dear Mr. Stewart:

The following two (2) items of clarification are issued with respect to Memorandum of Agreement # 1911089529.

"Part 4 of Memorandum of Agreement #19110895299 states in pertinent part that employees will be given adequate advance notice of the available Instruction - Examination Classes and an employee must attempt to attend one of these classes during his/her off duty hours. In this regard, an employee who has been afforded advance notice of available instruction classes but was unable to attend any class during off duty hours due to his/her documented work schedule and who was accordingly required to take time off will be allowed pay for time lost with a minimum payment of four (4) hours. This holds true with example of a pool freight engineer who was advised weeks in advanced of scheduled dates for examination. That employee elected one of the days for such examination and on that day, the employee was called for pool freight service. The employee obviously must be absent from the pool freight service for the examination and in that case, the employee will be paid for all lost time with a minimum payment of four (4) hours."

"Part 6 of Memorandum of Agreement #1911089529 states in the 'NOTE' that a re-examination will be held the following day if practical. The 'NOTE' continues by providing that at the request of the employee, such rescheduling can be deferred up to seven (7) days but during this period of time the employee will not be permitted to perform service nor will compensation be allowed. In this regard, it is clearly understood that if an employee requests that the extension be deferred up to seven (7) days, but the Carrier is unable to accommodate the employee, the re-examination will be rescheduled at a later period of time with the employee permitted to resume active service with compensation. However, it is also understood that service and compensation of the employee will not be extended beyond one (1) year from the date shown on the employees rules card."

Yours truly,

s/L. A. Lambert
General Director Labor Relations

APPENDIX 51

Reserve Engineers Agreement dated March 28, 1988. Pursuant to the 1985 Award of Arbitration Board No. 458, Carrier has the right to establish engineer reserve boards throughout WRGCA's area of jurisdiction. Pre 85 engineers who choose reserve board status must remain in that status until either recalled, discharged from employment, resigns, or retires on an annuity (including disability). Reserve engineers must maintain their engine service proficiencies while in this status; including successfully passing examinations, physicals, etc. Reserve engineers must hold themselves available for recall upon seven (7) days notice. Reserve engineers will be recalled in reverse seniority order. Reserve engineers will be paid 70% of the basic yard engineer's rate for five (5) days per week. Reserve engineer earnings are subject to normal railroad deductions. Non-railroad employment is permissible so long as there is no conflict of interest. Time spent in reserve status will not count toward vacation and personal leave days for the succeeding year. Reserve engineers are not eligible for holiday pay, bereavement leave, jury duty pay and other similar special allowances. Reserve engineers are covered by health and welfare plans, union shop, dues check-off, discipline rule and grievance procedure. Reserve engineers may elect to change their status twice a year – October 1st and April 1st.

MEMORANDUM AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

(Territory Salt Lake City-Butte and Granger-Huntington)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

RLA-6-615

RESERVE ENGINEERS

Effective January 1, 1988, the Carrier shall have the right to offer "Reserve Engineer" status to any number of active engineers working as such, with seniority as engineers prior to November 1, 1985. Where offered, Reserve Engineer status shall be granted in seniority order on a seniority district or home zone basis under the terms listed below:

- (1) An employe who chooses Reserve Engineer status must remain in that status until either (i) recalled and returned to service, (ii) discharged from employment by the Carrier, (iii) resigns from employment by the Carrier or (iv) retires on an annuity (including a disability annuity) under the Railroad Retirement Act.
- (2) Reserve Engineers must maintain their engine service proficiencies while in such status, including success fully completing any retraining or refresher programs that the Carrier may require and passing any tests or examinations (including physical examinations) administered for purpose of determining whether such proficiencies and abilities have been maintained. Reserve Engineers also must hold themselves available for return to engine service upon seven days' notice, and must return to engine service in compliance with such notice. Reserve Engineers shall be recalled in reverse seniority order or senior applicant with application on file. Failure to comply with any of these requirements will result in forfeiture of all seniority rights.

- (3) Reserve Engineers shall be paid at 70% of the basic yard engineer's rate for five days per week. No other payments shall be made to or on behalf of a Reserve Engineer except payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a Reserve Engineer except (i) deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, (ii) deduction of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement, (iii) as may otherwise be authorized by this Agreement; and (iv) any other legally required deductions.
- (4) Other non-railroad employment while in Reserve Engineer status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings from non-railroad employment.
- (5) Vacation pay received while in Reserve Engineer status will offset pay received under paragraph (3) above. Time spent in reserve board status will not count toward determining whether the employe is eligible for vacation in succeeding years. It will count as time in determining the length of the vacation to which an employe otherwise eligible, is entitled.
- (6) An employe who is eligible for an annuity under the Railroad Retirement Act shall continue to be eligible for Reserve Engineer status except that in addition to the deductions set forth in paragraph (3) above, there also shall be deducted the amounts the employe could have received from Railroad Retirement.
- (7) Reserve Engineers are not eligible for:
 - Holiday Pay
 - Bereavement Leave
 - Jury Pay
 - Other similar special allowances
- (8) Reserve Engineers are covered by:
 - Health and Welfare Plans
 - Union Shop
 - Dues Check-off
 - Discipline Rule
 - Grievance Procedure

that are applicable to engineers in active service.
- (10) There shall be two (2) times a year that a Reserve Engineer may elect to change his/her status and return to full employment. These dates are October 1 and April 1 of each year.

This Agreement may be cancelled by either party with the service of 30-days written notice.

SIGNED AT SALT LAKE CITY, UTAH THIS 25 DAY OF MARCH, 1988

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

**UNION PACIFIC RAILROAD
COMPANY:**

s/ T. J. Donnigan
General Chairman

s/ W. A. Hinckley
Regional Director/Labor Relations

AGREEMENT
between
UNION PACIFIC RAILROAD
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Effective September 25, 1989, the Agreement dated January 1, 1989, entitled "Reserve Engineers" is amended as follows:

(1) Section 6 which reads as follows is deleted:

“(6) An employee who is eligible for an annuity under the Railroad Retirement Act shall continue to be eligible for Reserve Engineer status except that in addition to the deductions set forth in paragraph (3) above, there also shall be deducted the amounts the employee could have received from Railroad Retirement.”

Signed this 25th day of September, 1989, at Omaha, Nebraska.

FOR THE ORGANIZATION:

s/ T. J. Donnigan
General Chairman

FOR THE CARRIER:

s/ W. E. Naro
Director Employee Relations

s/ W. S. Hinckley
Director Labor Relations

APPENDIX 52

The **Yahk Agreement** dated September 16, 1956. Effective September 28, 1955, the Canadian Pacific Railway Company terminated all contracts between it and the Spokane International Railroad Company (SIRR) between Spokane and Eastport, Idaho and turnaround service out of Bonners Ferry, Idaho. Crews operating through Yahk, British Columbia will be allowed an arbitrary payment of one (1) hour. Crews operating to Eastport will be given an arbitrary payment of one-half (1/2) hour for operating into Eastport and another arbitrary payment of one-half (1/2) hour for operating out of Eastport; both payments to be in addition to other earnings.

AGREEMENT – (Yahk, B.C.)

THIS AGREEMENT, made this 16th day of September, 1955 by and between SPOKANE INTERNATIONAL RAILROAD COMPANY and the BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN and the ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN,

WITNESSETH:

WHEREAS effective September 26, 1955 the Canadian Pacific Railway Company cancelled all contracts between it and the Spokane International Railroad Company relating to operation of freight and passenger trains over the tracks of the Canadian Pacific Railway Company between Yahk, British Columbia and Kingsgate, British Columbia, and

WHEREAS the Spokane International Railroad Company desires to establish at Eastport, Idaho an away-from-home terminal for crews working between Spokane and Eastport, Idaho and to establish Eastport, Idaho as the intermediate or turnaround point for turnaround crews working out of Bonners Ferry, Idaho and connecting with the Canadian Pacific Railway Company, and

WHEREAS it has been agreed between the parties hereto that crews operating to Eastport, which prior to the cancellation of the said contract operated through to Yahk, British Columbia, will be allowed an arbitrary of one hour as compensation for the loss of earnings in British Columbia,

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. That wherever the word Yahk, B.C. appears in the schedules between the Spokane International Railroad Company and the Brotherhood of Locomotive Firemen & Enginemen and the agreement between the Spokane International Railroad Company and the Order of Railway Conductors & Brakemen, both as amended, said agreements shall read Eastport, Idaho.

2. Crews operating through Eastport on turnaround run from Bonners Ferry to Eastport to Bonners Ferry shall be given an arbitrary allowance of one (1) hour in addition to all other compensation.

3. Crews operating to Eastport as a terminal will be given an arbitrary allowance of one-half (1/2) hour for operating into Eastport and one-half (1/2) hour for operating out of Eastport in addition to all of their compensation.

4. The arbitrary allowance shall apply only to freight trains and not to snow-plows or work-trains.

5. This rule does not contemplate relaying ten (10) or more cars, out of a given train East of Bonners Ferry, destined for Eastport to avoid application of the arbitrary allowance.

6. THIS AGREEMENT shall continue in effect until it is changed as provided under the provisions of the Railway Labor Act, as amended.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

**For the
ORDER OF RAILWAY
CONDUCTORS AND BRAKEMEN**

s/ B. W. Pringle gwl
General Chairman

APPROVED:
s/ G. W. Lange
Vice-President

**For the
SPOKANE INTERNATIONAL
RAILROAD CO.**

s/ C. J. Sinnitt
Asst. Superintendent

s/ Alan P. O'Kelly

**For the
BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN**

s/ W. J. Nelson
General Chairman

APPROVED:
s/ G. A. Meade
Vice-President

APPENDIX 53

Salt Lake City Intermodal Facility (SLCIF) Agreement dated October 19, 2006. Entered into pursuant to Carrier's notice of August 8, 2005 per Article IX, Section 1(b) (Enhanced Customer Service) with the intent to implement new service to the new Salt Lake City Intermodal Facility (located near 5600 West and 800 South) in Salt Lake City, Utah. The essential element of the new service is to operate certain crews through the Salt Lake City, Utah terminal to/from SLCIF. This Agreement will not artificially extend the current road-yard service zone or the 25-mile zone identified in Article IV V. 1. of the Salt Lake Hub Agreement, nor will crews who receive their train at SLCIF be entitled to half (1/2) basic day under the 25-mile zone provision. Crews relieved prior to departing Salt Lake City en route to their objective terminal will be handled in accordance with Q&A #23 of the Salt Lake Hub Agreement (deadheaded and paid district miles or trip rate). Existing on/or off duty point at Salt Lake City remains unchanged and crews will be transported to/from SLCIF without additional compensation ("rubber tire miles"). Crews will not be used to perform local or work train service between Salt Lake City terminal and SLCIF, nor will they be required to shuttle cars or locomotives between the two (2) points while they are working in through freight service on trains operating to/from SLCIF. Engineers operating trains through Salt Lake City terminal will be paid eight (8) miles (subject to future GWI and COLA increases) when the employee receives or delivers the train at SLCIF or between SLCIF and Salt Lake City switching limits located on the Lynndyl Subdivision. Engineers waiting to be transported to the final tie-up point will be compensated at the straight time rate for all time in excess of forty-five (45) minutes from the time their train comes to rest at SLCIF until finally transported. Payments provided for in Section A of Article II will not be used to extend the onset of overtime for engineers working through freight runs.

Side Letter No. 1 resolves the dispute concerning the proper calculation of certain trip rate pay elements on certain through freight pools within the Salt Lake Hub Territory. Carrier adopts BLET's interpretation and position that all through freight pools in the Salt Lake Hub Territory should fall under interdivisional (ID) pay conditions.

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND TRAINMEN

Enhanced Customer Service:
Salt Lake City Intermodal Facility

Pursuant to Article IX, Section 1, Paragraph (b) of the 1996 BLE National Agreement, Union Pacific Railroad Company ("UP") served notice on August 8, 2005, of its intent to implement new service to the new Salt Lake City Intermodal Facility (located near 5600 West and 800 South) in Salt Lake City, Utah. The essential element of the new service is to operate certain train crews through the Salt Lake City Terminal to/from the Salt Lake City Intermodal Facility without a crew change in Salt Lake City. The objective of this new operation is to ensure UP's service to existing and potential customers is cost-effective, reliable and competitive and that the cycle times (service levels) requested by those customers are achieved. Pursuant to Article I, Section 1, Paragraph (c) of Article IX of the 1996 BLE National Agreement, this new operation will be implemented on a trial basis on or about December 26, 2005.

Union Pacific ("UP") and the Brotherhood of Locomotive Engineers and Trainmen ("BLET") enter into this agreement to provide the particularized service referenced above and to help ensure efficient and reliable service to accommodate the new Salt Lake City Intermodal Facility ("SLCIF") located near 5600 West and 800 South in Salt Lake City, Utah, so UP may retain its current customer base and grow traffic levels. The parties recognize the SLCIF currently as an Intermodal loading and unloading facility but which may in the future be joined by other facilities/operations requiring similar particularized and expedited service (auto-ramp, transload facilities, Roadrailer, etc). Accordingly, BLET and UP agree the following shall apply in connection with operations/service to/from the Salt Lake City Intermodal Facility.

I. OPERATIONS

- A.** Regular or extra engineers working in through freight service on trains operating into the Salt Lake City Terminal, and terminating at SLCIF, from Pocatello, Ogden, Provo, Helper, Grand Junction, and/or Green River, or points between those locations and Salt Lake City, including crews providing hours-of-service relief for such employees, may operate through the Salt Lake City Terminal and beyond the Salt Lake City Terminal (switching) limits on the Lynndyl Subdivision to the SLCIF.

NOTE 1: The switching limit referenced in this Article I, Section A, is presently located at Milepost 781.17 on the Lynndyl Subdivision.

- B.** Regular or extra employees working in through freight service on trains originating at the SLCIF (or between the SLCIF and the Salt Lake City Terminal (switching) limit on the Lynndyl Subdivision) and operating towards Pocatello, Ogden, Provo, Helper or Grand Junction, including crews providing hours-of-service relief for such employees, may operate through the Salt Lake City Terminal and beyond the Salt Lake City Terminal (switching) limits towards their destination(s).

NOTE 1: The Salt Lake City Terminal switching limits referenced in this Article I, Section B, are presently located at the following mileposts.

Provo Subdivision	MP 739.0
Evanston Subdivision	MP 989.0
Ogden Subdivision	MP 3.25

This Agreement will not artificially extend the current road/yard service Zone or the 25-mile zone identified in Article IV B. 1. of the Salt Lake Hub Agreement, nor will crews who receive their train at the SLCIF be eligible for the one-half (1/2) basic day under the 25-mile zone provisions of the Salt Lake Hub Agreement.

NOTE 2: It is the parties' specific intent in Sections A and B, above, to permit all engineers working in through freight service on trains received at or delivered to the SLCIF to operate through the Salt Lake City Terminal without changing crews in the Salt Lake City Terminal. While it is the parties' intent that UP may use a single crew in the operations described herein, nothing herein shall require UP to use one crew. UP may, at its discretion or due to service or operating needs, use more than one crew on these trains - i.e., change crews in Salt Lake City. Crews relieved

prior to departing Salt Lake City en route to their objective terminal will be handled in accordance with Q&A #23 of the Salt Lake Hub Agreement.

NOTE 3: It is not intended that trains normally operating over the Lynndyl Subdivision between the mileposts identified above to be covered by this Memorandum of Agreement.

- C.
1. The existing on/off-duty point at Salt Lake City will remain as the on/off-duty point for employees utilized under this Agreement. Employees will be transported to and from the SLCIF to the existing on/off-duty point at Salt Lake City.
 2. In the application of this Agreement, no additional miles will be paid for transporting employees between the on/off-duty point in the Salt Lake City Terminal and the SLCIF.
 3. Employees utilized under this Agreement will not be used to perform local or work train service between the Salt Lake City Terminal (switching) limit on the Lynndyl Subdivision and the SLCIF. Similarly, employees utilized under this Agreement will not be used to shuttle cars and/or engines to/from the Salt Lake City Terminal to points between the Salt Lake City Terminal (switching) limit on the Lynndyl Subdivision and the SLCIF, while they are working in through freight service on trains operating to/from the SLCIF.

NOTE 1: Nothing in this Memorandum of Agreement shall prohibit or restrict crews currently operating over the Lynndyl Subdivision (e.g. crews working between Salt Lake City and Milford) from performing work currently allowed under collective bargaining rules at the SLCIF or between the SLCIF and the Salt Lake City Terminal.

- D. Except as set forth herein, nothing herein shall serve, or is intended, to restrict UP's existing right(s) under collective bargaining agreement rules to use other crews to serve the SLCIF and/or handle cars or trains to/from the SLCIF as may be dictated by service or operational needs.

II. COMPENSATION

- A. Employees operating trains through the Salt Lake City Terminal to/from the SLCIF pursuant to Article I of this Memorandum of Agreement will be paid an additional eight (8) miles when said employee receives or delivers his/her train at the SLCIF or between the SLCIF and the Salt Lake City Terminal (switching) limit on the Lynndyl Subdivision. Crews may be required to enter SLCIF by heading or backing their train into the facility. This payment will be in addition to the trip rate or mileage paid for their assignment and will be subject to all future general wage increases and/or cost of living adjustments.

NOTE: The payment provided in Section A, above, is intended to be made only when an employee operates a train through the Salt Lake City Terminal (switching) limit. If the employee (crew) does not operate through the Salt Lake City Terminal -- e.g., is

tied-up or relieved before passing the Lynndyl Subdivision switching limit -- he or she will be paid only the trip rate or the mileage of their assignment.

- B.** The payment provided in Section A of this Article II shall apply only to those employees specifically covered by Article I of this Memorandum of Agreement, including employees used in accordance with applicable agreement provisions to protect positions on trains operating to/from the SLCIF.
- C.** Upon delivering their train at the SLCIF, engineers waiting to be transported for final tie-up will be compensated at the pro rata rate for all time in excess of forty-five (45) minutes from the time their train comes to rest at the SLCIF ("stop time") until transported to the appropriate on/off duty point in the Salt Lake City Terminal.
- D.** The payment provided in Section A of this Article II will not be used to extend the onset of overtime for employees working on any of the through freight runs covered by Article I of this Memorandum of Agreement.

III. GENERAL AND SAVINGS CLAUSES

- A.** The provisions set forth in this Agreement are made to address a unique and special circumstance and are accordingly made without prejudice to the position(s) of the parties signatory hereto.
- B.** The terms and conditions set forth herein are intended to apply only to employees working in through freight service to and from the Salt Lake City Intermodal Facility (SLCIF) and will not be extended or applied to any other freight pool or operation covered by the UP/BLET Idaho collective bargaining agreement.
- C.** In the event the provisions of this Agreement conflict with existing collective bargaining agreement provisions, rules and/or practices, the provisions of this Agreement shall prevail.

SIGNED THIS 19TH DAY OF OCTOBER, 2006 IN OMAHA, NEBRASKA

**FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS AND TRAINMEN**

s/ T. J. Donnigan
General Chairman
Brotherhood of Locomotive
Engineers and Trainmen

**FOR THE UNION PACIFIC
RAILROAD COMPANY:**

s/ Alan L. Weed
Director – Labor Relations
Arbitration & Negotiations

AGREED:

s/ E. L. Pruitt
International Vice President
Brotherhood of Locomotive Engineers and Trainmen

October 19, 2006

Side Letter No. 1

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
and Trainmen
P.O. Box 609
Pocatello, ID 83204-0609

Dear Sir:

This refers to the parties' Memorandum of Agreement dated October 19, 2006, covering operations to/from the Carrier's Salt Lake City Intermodal Facility (SLCIF).

During our negotiations the parties discussed a dispute concerning the proper calculation of certain trip-rate pay elements on certain through-freight pools within the Salt City Hub territory, and whether such pools were to be treated as if coming under interdivisional (ID) pay conditions. Trip rates for these pools have already been implemented using pay elements calculated in accordance with ID pay conditions and the Carrier's interpretation that such pools were not to be covered by ID pay conditions would reduce the trip rates on these pools. Accordingly, contingent with the successful ratification by the BLET of the parties' Memorandum of Agreement covering the SLCIF, the Carrier will adopt the Organization's interpretation and position that all through freight pools in the Salt Lake City hub territory should fall under interdivisional (ID) pay conditions. Should the Memorandum of Agreement fail to ratify, this Side Letter No. 1 is withdrawn and will be of no force or effect.

Sincerely,

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

Agreed:

s/ T. J. Donnigan
General Chairman, BLET

APPENDIX 54

MERGER IMPLEMENTING AGREEMENT
(Portland Hub)
Zone 1
between the
UNION PACIFIC
SOUTHERN PACIFIC TRANSPORTATION COMPANY
and
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.

In order to achieve the benefits of operational changes made possible by the transaction, to consolidate the seniority of all engineers 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. Portland Hub

New seniority districts shall be created that encompasses the following area: UP territory including milepost 182.79 west of Seattle, Washington to Eastport, Idaho on the Spokane International to milepost 390.0 at Silver Bow Montana to milepost (Pocatello sub) 191.80 at McCammon, Idaho and to milepost (Pocatello sub) 0.64 at Granger, Wyoming; SP territory from (including) Chemult, Oregon to the Portland Terminal. The Hub shall be divided into three zones as follows:

Zone 1 will include operations Chemult north to Seattle and Portland east to (not including) Hinkle.

Zones 2 and 3 are not defined in this document but will be addressed in implementing agreements/awards covering those zones.

NOTE 1: Zone 1 shall include all main and branch lines, industrial leads and stations between the points identified.

NOTE 2: Crews with home terminals within a Zone may work to points outside the Zone and Hub without infringing on the rights of other engineers in other zones or Hubs. The Zone identifies the on duty points for assignments and not the boundaries of assignments. For example a road switcher on duty at Hinkle may work in any direction up to the limits of its radius as set by the road switcher agreement and a work train at Hinkle may work both east and west. Both of these assignments would use Zone 2 crews

without infringing on the rights of Zone 1 crews. A Zone 1 pool freight crew would continue to operate through freight from Portland to Hinkle and perform the same work as it performed pre-merger.

NOTE 3: If former SP lines known as the Siskiyou and Coos Bay are reacquired by the Carrier then those lines that go as far as Bellview/Power will also be included in the SP prior right area.

NOTE 4: Any trackage, either under lease or sale, that may be reacquired by the UP will be included in the appropriate prior right territory.

II. Seniority and Work Consolidation.

The following Zone 1 seniority consolidations will be made:

A. A new seniority district will be formed and a master Engineer roster shall be created for Zone 1 for the engineers on the current SP Portland seniority roster and the current UP First Seniority District roster and UP Second Seniority District roster or on a SP auxiliary board from a point inside Zone 1 but working outside Zone 1 or UP engineer borrowed out to other locations that will return to the Zone upon release. It does not include borrow outs to the Zone, if any. All such engineers must be on one of these rosters on October 1, 1997.

B. The new roster will be created as follows:

1. UP First Seniority District, UP Second Seniority District and SP Engineers will be dovetailed based upon the current engineer seniority date within Zone 1. This shall include any engineer working in trainman/fireman service with an engineer's seniority date. If this process results in engineers having identical seniority dates, seniority ranking will be determined by the engineer's earliest retained hire date with the Carrier.

2. All engineers who entered training and are promoted in Zone 1 after October 1, 1997 will be considered common engineers, have no prior rights and placed on the bottom of the roster. An engineer who entered engineer training prior to October 1, 1997 and finished the training after October 1, 1997 shall not be a common engineer but will have prior rights in the area they took promotion.

3. All engineers placed on the rosters may work all assignments protected by the roster in accordance with their seniority and the provisions set forth in this Agreement.

4. Engineers placed on the Portland Hub Zone 1 Roster shall relinquish all seniority outside the new roster area upon implementation of this Agreement and all seniority inside the Zone held by engineers outside the Zone shall be eliminated. The seniority standing of engineers in more than one Zone of the Portland Hub will be finalized in the final Hub agreement.

5. Current 2nd District engineers working 2nd district assignments at Hinkle shall have the following options:

ON EXTRA BOARD ASSIGNMENTS

a. Be prior righted to the non extra board assignments and retain their zone 1 prior right and expanded seniority. If they voluntarily leave the assignments the assignments shall no longer be 2nd district assignments and shall become 3rd district assignments until zone 2 is covered by an agreement or an award and shall be further handled in zone 2 at that time.

b. If the assignments are abolished then the engineer shall be free to exercise his/her prior rights and expanded seniority. If the positions are later reestablished then the engineers who held the assignments at implementation shall be automatically reassigned and when contacted shall have an opportunity to return to it. Should they decline and not return to it then it shall be treated as a voluntary relinquishment per 5(a) above.

EXTRA BOARD ASSIGNMENTS

c. Be prior righted to the extra board assignments and retain their zone 1 prior right and expanded seniority. If they voluntarily leave the assignments the assignments shall no longer be 2nd district assignments and shall become 3rd district assignments until zone 2 is covered by an agreement or an award and shall be further handled in zone 2 at that time.

d. If the assignments are abolished then the engineer shall be free to exercise his/her prior rights and expanded seniority. If the positions are later reestablished then the engineers who held the assignments at implementation shall be automatically reassigned and when contacted shall have an opportunity to return to it. Should they decline and not return to it then it shall be treated as a voluntary relinquishment per 5(c) above.

NOTE 1: All 2nd district assignments once vacated will no longer be available to former 2nd district engineers but initially to the 3rd district and finally to the Zone 2 roster.

C. Engineers who are on an authorized leave of absence or who are dismissed and later reinstated will have the right to displace to the appropriate roster, provided his/her seniority at time of displacement would have permitted him/her to hold that selection. The parties will create an inactive roster for all such engineers until they return to service in a Hub or other location at which time they will be placed on the appropriate seniority rosters and removed from the inactive roster.

D. At the time of implementation all assignments will be prior righted to the seniority district that have rights to the assignments on the day prior to implementation. Prior rights shall also extend to the following pools up to the baseline established:

Seattle-Portland	32
Portland-Hinkle	52
Portland-Eugene/Oakridge	32
Oakridge-Klamath Falls	32

NOTE: Portland Terminal shall be considered as common to all seniority districts for determining that service operates within a pre-merger seniority district. For example, it does not matter where in the Portland

terminal a pool freight assignment goes on duty, if it goes to Hinkle or Eugene or Oakridge then they would be prior right assignments.

E. Prior rights shall be phased out on the following schedule:

1. **Portland Extra Boards**- As Portland extra boards are consolidated they shall be filled using the dovetail roster.

NOTE : Because the first consolidated extra board shall be between the UP 1st and 2nd Districts then UP 1st and 2nd district engineers on an interim dovetail basis can make application for that assignment ahead of the SP. Once the SP extra board is consolidated with the UP extra board, full dovetail rights shall govern.

2. **Portland yard assignments**- On the first day of the month following forty-eight (48) months from the date of implementation all Portland yard assignments shall no longer be filled on an 80UP/20SP basis (see page 8, this Article, section M) but, shall be filled using a 40UP/10SP basis for two more years. The dovetail roster shall be used at the end of the six year period and for those assignments not covered by prior rights.

3. **Pool assignments**- The first day of the month following twenty-four (24) months from the date of implementation shall begin a four year period for the transition of prior right assignments in each pool to dovetail assignments. At the end of each year the number of prior right turns (baseline) in each pool shall be transferred to dovetail assignments by 25% until the baseline is eliminated.

Example: The Portland-Hinkle pool baseline for the first three years is 52. On the first day of the month after three years the baseline of prior right turns shall drop to 39. On the first day of the month after four years from implementation the baseline shall drop to 26 turns. This will continue for two more years with the baseline dropping to 13 and then zero. It does not matter how many turns are in the pool at the time, only the baseline is being reduced.

4. **Non-pool and non-yard assignments within the thirty mile radius**- On the first day of the month following twenty-four months from the date of implementation, all non-pool and non-yard assignments within the thirty mile zone shall no longer have prior rights and shall be filled from the dovetail roster.

5. **Other assignments**- Any assignment within Zone 1 not covered above shall be filled using the dovetail roster on the same date that the last pool turns are also subject to the dovetail roster.

6. When assignment(s) goes through the transition from prior right to dovetail there will be no re-advertising of the assignment(s), nor will the process generate a displacement. It means that the next time an engineer places an application for the assignment or an engineer has a displacement from some other reason provided for in the CBA he/she shall do so on the basis of the dovetail roster. There shall be no Sadie Hawkins Days during this transition period.

F. In addition to the above, the dovetail roster shall be used for all new non pool freight assignments that operate over two or more prior right areas, all pool freight assignments above the baseline and any prior right assignment not filled by a prior right engineer.

NOTE: Unassigned work trains shall be run off the extra board(s). Until the extra boards are consolidated work trains will not work on more than one prior right road territory. An unassigned work train may work on both a road territory and anywhere in the Portland terminal. Work train service shall be governed by the controlling CBA.

G. New pool freight operations not covered in Article III of this Agreement and created after the implementation of this Agreement shall be covered under Article IX of the May 1986 National Arbitration Award and seniority issues regarding rights to the new run(s) shall be determined at that time. It is not the intent of this agreement to supplant existing runs with non pool assignments or create non pool assignments to avoid provisions of this Article.

H. Prior right UP 1st and 2nd District and SP engineers will be required to protect all assignments in their pre-merger prior rights area that still remain in the new zone 1. In addition they will be required to protect all consolidated extra boards and all other assignments that have a home terminal on duty point within thirty miles of the Portland Terminal limits.

I. When a permanent Zone 1 prior right vacancy exists at a point inside the thirty mile limit it shall be filled as follows:

1. The senior prior right applicant shall be assigned. If no applicant, and a reserve board exists with prior right engineers on the reserve board, then the junior prior right reserve board engineer shall be recalled in accordance with the reserve board provisions of the surviving CBA.
2. If no prior right applicant and no prior right engineer on a reserve board, then the senior applicant with prior rights on another area, shall be assigned unless that applicant is required to fill a prior right assignment on his/her prior right area.
3. If no applicant with prior rights in another area then the junior reserve board engineer with prior rights in another area shall be recalled in accordance with the reserve board provisions of the surviving CBA.
4. If no such engineer on a reserve board then the senior common engineer who makes application shall be assigned. If none then the senior demoted engineer shall be recalled. If none then the junior engineer from the protecting extra board shall be assigned.

J. When a permanent Zone 1 common vacancy exists at a point inside the thirty mile limit it shall be filled as follows:

1. The senior applicant with any prior rights from the dovetail roster shall be assigned.
2. If none, then the junior prior right engineer on all reserve boards shall be recalled in accordance with the reserve board provisions of the surviving CBA.
3. If none, then the senior applicant with common rights shall be assigned. If none, then the senior demoted engineer shall be recalled. If none, then the junior engineer from the protecting extra board shall be assigned

K. When a permanent Zone I vacancy exists at a point outside the thirty mile limit it shall be filled as follows:

1. The senior prior right applicant shall be assigned.
2. If none, then the junior engineer on a reserve board who holds prior rights to that assignment shall be recalled in accordance with the reserve board provisions of the surviving CBA.
3. If none, then the senior applicant not holding prior rights to the assignment shall be assigned.
4. If there are no engineers on a reserve board who hold prior rights to the vacancy and no other applicants, then the senior engineer who is demoted (prior rights to the assignment or common) shall be recalled and assigned to the vacancy.
5. If there are no applicants and no prior right reserve board or common demoted engineers, a protecting extra board engineer is forced to the assignment. When selecting the junior engineer on the extra board, those engineers with prior rights on another area shall not be considered as the junior engineer. In this case the junior engineer who can be forced to the assignment will be assigned. That extra board position (the one within the thirty mile limit) may then be filled by recalling an engineer on a different reserve board.

Example: An assignment on the Albany road switcher (SP prior right) goes no bid. If there are any former SP engineers on a reserve board they shall be recalled and the assignment filled through the displacement process. If none on a reserve board then the senior demoted engineer who holds rights to the assignment (prior right or common) shall be recalled. If none in that status, then the junior former SP engineer on the protecting extra board (Eugene) shall be assigned with an SP engineer on the Portland extra board filling the Eugene extra board if that position also goes no bid. The junior reserve board engineer on the UP 1st and 2nd District reserve boards shall then be recalled for the filling of the Portland extra board vacancy if that position goes no bid.

NOTE: If engineers are on the bump board with vacancies pending, CMS may review their prior right status and other eligibility of these engineers prior to proceeding with the above steps.

L. The thirty mile limit restrictions, in (H) above, on force assigning shall be eliminated on the same day that all prior rights are eliminated. Effective that day the provisions of Article II (H),(I),(J) and (K) shall no longer apply. The application and vacancy provisions of the controlling CBA shall govern at that time. When prior rights are eliminated, engineers will be required to protect all assignments in Zone 1.

M. For the first 48 month period that the yard prior rights are in effect, the Portland yard assignments shall be prior righted on an 80(UP)/20(SP)% basis. The next 24 months shall be on a 40/10 basis. When possible, the 80/20 or 40/10 will be filled using the current geographical assignment basis, with the SP protecting Brooklyn assignments up to 20/10% of the total and the UP protecting all other Portland terminal assignments. When it is not possible to fill on this basis then the following shall govern:

1. If a reduction is made in one area and it is necessary to designate an assignment in another area, the first such assignment shall be on a daylight shift, the second on the afternoon shift and the third on the night shift and so forth.

2. The representative from the area being designated shall select the assignment on the first and third shift and the representative from the area losing the assignment shall select the assignment on the second shift. If only one representative then the General Chairman shall make the selection.

Example: Several assignments are reduced at Brooklyn and it is necessary to designate three assignments in the UP area as SP assignments. The UP representative shall select which assignments become SP on the first and third shifts and the SP representative shall select the assignment on the second shift.

3. If assignments are later reestablished in the former area then they shall be re-designated in accordance with (M) above.
4. The parties recognize that at the time of implementation that the numbers may not be 80/20. If not, the parties will not automatically designate jobs in another area but will wait until assignments are reduced or added after implementation. Attachment "A" shows the chart that will be used.

N. During the six year period there shall be a separate reserve board (total of three) for each of the three prior right seniority areas. After the prior rights are eliminated there shall only be one reserve board for Zone 1. While the reserve board provisions of the controlling CBA will govern, should a surplus of engineers develop, the Carrier may use the opportunity to familiarize employees on other assignments in addition to using reserve boards when not needed in train service. This would apply to those pre October 1, 1997 engineers when protected.

III. POOL OPERATIONS.

Pool operations within the Portland Hub zone 1 shall be run as follows:

A. Current UP 1st and 2nd District pool home and away-from-home terminals are not modified by this agreement.

B. SP pool operations shall be modified to add pool freight service between Portland (home terminal) and Oakridge (away-from-home terminal) and sufficient engineers shall be relocated to protect this service.

C. Oakridge-Klamath Falls and Dunsmuir-Oakridge service shall also be instituted and current Eugene-Klamath Falls service shall be discontinued. Recognizing that some employees may commute to Oakridge from Eugene, if due to inclement weather at Oakridge after their return from Klamath Falls, the Carrier will assist with lodging at Oakridge if available. If requested an engineer may receive a two hour call for Oakridge service.

NOTE : The Carrier shall give notice for the implementation of service in (B) and (C) above if not given in the notice to implement this Zone 1 agreement. The notice shall include the number of initial positions that will be changed. Applications shall be accepted for 15 days for the new positions. Engineers shall be notified of their assignment either by application or force in the seven days following close of applications. Assignments shall be phased in beginning 30 days after the application closing date. CMS will work with the local chairman with this process.

If additional positions are established within the first year, over and above the original number, the same process will be used.

D. When the Portland-Oakridge and Oakridge-Klamath Falls service is started, additional traffic may result in both the transfer of positions and an increase in new positions. Both new and transferred will be covered under the provisions of this agreement for a two year period. New positions at Portland will be determined by using the average number of pool turns in the first quarter 1998 as the baseline number. One must remember that employees will be going to assignments in Dunsmuir, Oakridge and Portland.

E. SP Engineers forced to Dunsmuir will be permitted to make application back to their original prior rights Zone. The application must be on file within sixty (60) days of being forced and will be honored when vacancies of a minimum of thirty (30) days exist in the original SP prior right area of Zone 1 and there are no engineers their senior on reserve boards or demoted in that Zone. If an engineer is recalled and declines the recall, then his/her application will be pulled and not reentered. (See relocation section on restrictions if relocation allowances are requested).

NOTE: The minimum of thirty (30) days shall be met when all engineers senior to the forced engineer have been assigned to a working position for a minimum of thirty (30) days or on a leave of absence for a minimum of thirty (30) days and an additional regular assignment becomes vacant. If the engineer returning to the original zone works for ninety (90) days without being demoted then the forced zone rights will be relinquished and the original zone rights reinstated.

F. Any pool freight, local, work train, or road switcher service may be established pursuant to the controlling CBA to operate from any point to any other point within the new Hub with the on duty point within Zone 1.

IV. EXTRA BOARDS

A. Until the UP and SP extra boards are consolidated per (B) below the SP prior right board shall protect yard vacancies with an on duty point in the Brooklyn yard and the UP Second District and UP consolidated First and Second district extra boards shall protect other Portland Terminal Yard vacancies.

B. The three engineer road extra boards at Portland shall be consolidated based on the following time table.

1. The Carrier may serve notice within 8 months from the date of implementation of this agreement to combine the UP 1st and 2nd district extra boards at Portland. The notice will be a 30 day notice that will permit the combining of the two boards on the first day of the month on or after the 30 day notice is given. If notice has not been served at the end of the 8 month period then it shall be deemed to have been served on the last day of the 8 month period after implementation.

2. The Carrier may serve notice to combine the consolidated UP road extra board and the SP road extra board within 12 months from the date of consolidation of the extra boards in (B) (1) above. The notice will be a 30 day notice that will permit the combining of the two boards on the first day of the month on or after the 30 day notice is given. If notice has not been served

at the end of the 12 month period then it shall be deemed to have been served on the last day of the 12 month period after implementation.

C. Other UP extra boards currently in Zone 1 not mentioned above shall continue to operate in accordance with the provisions of the surviving CBA.

D. Any location not listed shall be covered by the nearest extra board or additional extra board(s) may be established pursuant to the provisions of the surviving CBA. It is the intent to establish an extra board at Oakridge.

E. Exhausted extra boards.

1. If prior to consolidation, one of the Portland extra boards is exhausted, then another Portland extra board may be used prior to using other sources of supply. If the Eugene or Oakridge extra board is exhausted then the other extra board may be used prior to using other sources of supply. If prior to an agreement/award in zone 2 the Second District extra board at Hinkle is exhausted the Third District extra board may be used prior to using other sources of supply.
2. An engineer called from his/her extra board for an assignment in another area not principally covered by their extra board shall be handled as follows:
 - a. Pay received for this assignment shall not be used as an offset for extra board guarantee but shall be in addition to, however, it shall be used in computing whether the engineer is entitled to protection pay at the end of the month.
 - b. An engineer unavailable at time of call shall have a deduction made in their extra board guarantee in accordance with the extra board agreement and shall have an offset to their protection in accordance with the protection offset provisions. If miss called for secondary calls, the engineer shall not be placed on the bottom of the board but will hold his/her place.
 - c. An engineer unavailable at time of call shall not be disciplined.
3. Prior to the Carrier using a third extra board, all other sources of supply in the area where the vacancy exists must be exhausted.

NOTE: The nearest extra board will be determined by highway miles. When new assignments are established, the bulletin will identify the protecting extra board.

V. TERMINAL AND OTHER CONSOLIDATIONS

A. At the joint terminal location of Portland all UP and SP operations shall be consolidated into a unified terminal operation. Yard and road crews will not be restricted in the terminal where they can operate. The new terminal limits for Portland shall be: 17.0 on the UP main line, (Sandy siding), 765.01 on the SP main line south of Brooklyn, the Columbia river (North Portland Junction) 6.8 on the north and 741.24 on the SP Tillamook line.

NOTE: While these reflect the current terminal limits, the road/yard zones are still figured from the previous limits. This affects only the UP East main line limits which are 12.25 on the Graham line and 14.50 on the Kenton line. (Reference August 7, 1987 Agreement) The other limits in (A) above remain the same.

B. The provisions of (A) will not be used to enlarge or constrict the current limits except to the extent necessary to combine into a unified operation.

C. The terminal limits for Oakridge shall be MP578.74 and MP582.30.

VI. AGREEMENT COVERAGE

A. 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 and Implementing Agreements and awards.
2. Engineers 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 1986 National Agreement. The Carrier shall designate the on/off duty points for engineers.
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 any location within the Hub may perform such service in all directions out of their terminal.

B. General Conditions for Pool Operations.

The terms and conditions of the pool operations set forth in Article III shall be the same for all pool freight runs. The terms and conditions are those of the surviving collective bargaining agreement as modified by subsequent national agreements, awards and implementing documents and those set forth below.

1. Turnaround Service/Hours of Service Relief. Turnaround service/ Hours of Service relief at both home and away-from-home terminals;
 - (a) May be handled by extra boards at the away-from-home terminal, and,
 - (b) Shall be handled by extra boards at the home terminals, if extra crews are 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.
 - (c) Extra boards may handle this service in all directions out of a terminal.
2. Nothing in this Section B (1) prevents the use of other crews 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 and payments required by the controlling CBA shall continue to be paid when this work is performed.

3. The Portland-Hinkle pool and the Seattle-Portland pool provisions that provide for guarantee and/or constructive miles shall continue for those engineers who are eligible for them on the day prior to implementation. Each pool shall also continue to be paid under the current short turnaround provisions of those Agreements.
4. The Portland-Hinkle, Seattle-Portland, Portland-Eugene, Portland-Oakridge and Oakridge-Klamath Falls pools shall be governed by, but not limited to, the same ITD, FTD, HAHT and Overtime rules. Rules for future runs that are created under Article IX notices shall be determined at that time and this sets no precedence for future runs.
5. The Portland-Eugene, Portland-Oakridge and Oakridge-Klamath Falls pools shall be governed by the basic Short Turnaround provisions of the Idaho Agreement which currently provides for miles or hours with a minimum of a basic day.

C. Agreement Coverage - Engineers working in Zone 1 shall be governed, in addition to the provisions of this Agreement, by the Collective Bargaining Agreement selected by the Carrier, including all addenda and side letter agreements pertaining to that agreement and previous National Agreement/Award/Implementing Document provisions still applicable. 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. The Carrier has selected the Idaho CBA as the controlling CBA in the Portland Hub and it shall be effective in Zone 1 on the implementation date of this agreement.

D. In addition to the above the following will govern in the area covered by this agreement:

1. **Twenty-Five Mile Zone** - At all home and away-from-home terminals, both inside and outside the Hub, 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 (½) 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.

Note: At Hinkle this provision will not apply unless Zone 2 is covered with a merger agreement/award with similar provisions.

2. **First-In/First-Out** - Employees in pool freight service will operate and/or deadhead on a first-in/first-out basis, however, pool freight employees used in short turnaround service or given a call and release shall be placed first out after legal rest.

3. **Displacement** - Employees with displacement rights exercising in pool freight service shall place into the pool at the home terminal in the last out position at which time the junior pool freight engineer will be removed. If such junior pool freight engineer is currently on-duty or at the away-from-home terminal; such junior engineer will be removed from the pool upon tie-up at the home terminal.

4. **Personal Leave** - Requests for personal leave day(s) will be granted or rejected at the time requested. If granted, the day(s) will commence at the time granted and the employee's mark up for return to service will be pending in increments of twenty-four (24) hours from that time depending on the number of days granted.

5. **Runarounds** - A terminal runaround occurs when engineers from the same pool, going to the same destination, depart the same yard in other than the order called and both trains have their power attached to their train. "Depart" means that a train has started moving on the track it was made up in.

Example 1: Two engineers are called on duty in the Portland-Hinkle pool. The first out engineer receives his/her train in the Barnes Yard and the second out engineer receives his/her train in the Albina Yard. There cannot be a terminal runaround because the engineer did not depart from the same yard.

Example 2: Two engineers are called on duty in the Portland-Hinkle pool and both engineers receive their trains in the Albina departure Yard. If both trains have their power attached a terminal runaround can occur.

Example 3: Same set of facts as example 2, however, one engineer is required to go to the mechanical facilities to obtain all or part of their power. If the second engineer departs the yard prior to the first engineer returning to their train and putting their power on it no runaround has occurred.

Example 4: Two engineers are called from the same extra board and the first one is called Portland-Oakridge and the other is called Portland-Hinkle. No runaround can occur even if they depart from the same yard.

NOTE: Yards for the purposes of applying this runaround provision at Portland: Albina (East Portland/St. John Jct.); Barnes; Rivergate; Term 6; Kenton/Champ; Fir/Troutdale; and Brooklyn (East Portland/MP 765.01).

VII. 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 prior right engineers who are listed on the Portland Hub Merged Rosters and working an assignment (including a Reserve Board) on October 1, 1997. This protection will start with the effective (implementation) date of this agreement. The engineers 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. Protection offsets due to unavailability are set forth in the Questions and Answers and Side Letter #1.

B. This protection is wage only and hours will not be taken into account.

C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. Those required to relocate to other than Oakridge may elect in lieu of New York Dock provisions, 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.

NOTE: The two (2) year provision of this paragraph (4) shall be extended for those engineers at Hinkle and Eugene if operations affecting those engineers are not instituted until less than ninety (90) days remain in the two year period or after the two year period. If not instituted until after the period then affected engineers shall have one year from when affected to request an “in lieu of” payment.

5. 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.
6. In addition to those engineers required to relocate, engineers at Eugene, shall be treated as required to relocate under this Agreement if their pool and extra board assignment is transferred to Portland for the Portland-Oakridge pool, or on a seniority basis on a one for one basis for the number of assignments transferred. Once the number of in lieu of allowances are granted equal to the number of positions transferred all other moves associated with the specific number of assignments transferred will not be eligible for any moving allowances.

NOTE: Paragraph (6) does not cover those instances when a yard or other assignment may be abolished at Eugene as a result of the merger and an engineer can no longer hold at Eugene because of that abolishment. Engineers who must relocate under this scenario are covered under this Article.

- D.** There will be no pyramiding of benefits.
- E.** National Termination of Seniority provisions shall not be applicable to Engineers hired prior to the effective date of this agreement.
- F.** Engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. Engineers

assigned to the Portland Hub seniority roster with a trainman/engineman seniority date prior to October 1, 1997 shall have entry rate provisions waived and engineers hired after that date shall be subject to the rate progression provisions of the controlling CBA. Those engineers leaving the Portland Hub will be governed by the CBA where they then work.

VIII. FAMILIARIZATION

A. Engineers will not be required to lose time or “ride the road” on their own time in order to qualify for the new operations. Engineers 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.

B. Engineers who work their assignment (road or yard) 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 payments. The provisions of 3 (a) and (b) Training Conditions of the System Instructor Engineer Agreement shall apply to the regular engineer when the engineer taking the familiarization trip operates the locomotive.

C. Beginning with implementation the Carrier may begin familiarization trips for engineers. They may be removed from their extra board and/or other assignments and temporarily placed on a familiarization board. When on the board they may be placed on other assignments and will be paid as if working the assignment and their riding on the assignment will not affect the pay of the working engineer. The familiarization board shall have the same guarantee, pay and offset provisions as the extra board. The Local Chairmen and CMS will work together to rotate engineers through the familiarization board. The familiarization board provisions shall expire when prior rights are expired.

NOTE 1: Familiarization will begin with any surplus engineers and extra board engineers. Later non pool assignments in the thirty mile zone, yard assignments and finally pool assignments. If prior to this schedule engineers obtain a position needing familiarization this schedule need not be followed.

NOTE 2: Engineers on the familiarization board will not have their protection offset for working a lower paying assignment. If the assignment they are taken from is higher paying than their TPA they will be paid a difference of earnings, however they must claim this difference on their time slip.

IX. IMPLEMENTATION

The Carrier shall give 30 days written notice for implementation of this agreement and the number of initial positions that will be changed in the Hub. Thereafter implementation provisions of the various articles shall govern any further changes.

X. HEALTH AND WELFARE

A. Engineers currently are under either the National Plan or the Union Pacific Hospital Association. Engineers coming under a new CBA will have until January 1, 1999 to make an election as to keeping their old coverage or coming under the coverage of their new CBA. Engineers who do not make an election will have been deemed to elect to retain their current coverage. Engineers hired after

the date of implementation will be covered under the plan provided for in the surviving CBA. Engineers electing to come under the coverage of the Union Pacific Hospital Association should contact that Association to insure that there is no gap in their coverage when they make the transition.

B. If an engineer is covered under a group life and/or disability insurance policy provided for in his/her CBA and that CBA is not the surviving CBA, the Carrier shall continue the premium payments required at the time of implementation of this agreement for those engineers presently covered under those provisions for a period of time as provided for in the group policy agreement however it shall not be longer than six years.

XI. DISCLAIMER

This agreement is a final agreement covering the area described in Zone 1. It is recognized that additional agreements will be entered into between the parties with respect to Zones 2 and 3. Provisions of those agreements cannot modify this agreement. After the final zone agreement is entered into the parties will enter into a master seniority agreement that will set forth the seniority rights, if any, between the different zones.

The provisions of this Agreement are entered into without prejudice to either party's position and the parties agree not to cite this agreement in negotiations/arbitration involving other zones in the Portland Hub or any other Hub.

This Agreement is entered into this 13th day of August, 1998.

For the Organization:

s/ M. A. Mitchell
General Chairman BLE UP

s/ E. L. Pruitt
General Chairman BLE SP West

s/ Jim McCoy
Vice President BLE

s/ D. M. Hahs
Vice President BLE

For the Carrier:

s/ W. S. Hinckley
General Director Labor Relations

s/ T. L. Wilson, Sr.
Director Labor Relations

Portland Hub - Zone 1 - Terms and Conditions

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE VI(B)(4), (but not limited to) OF THE PORTLAND HUB MERGER AGREEMENT THAT WILL BE APPLICABLE TO THE POOL FREIGHT OPERATIONS, including Helpers, LISTED IN THAT SECTION.

1. **Initial Terminal Delay** - Engineers eligible for Initial Terminal Delay shall be paid on a minute basis 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. Existing definitions and interpretations of this rule will continue to apply even though not fully set forth in this document.
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** - Engineers 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 one hundred sixty miles or less and on runs in excess of one hundred sixty miles overtime will begin when the time on duty exceeds the miles run divided by 20, 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 UP 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. **Final Terminal Delay** - Engineers eligible for final terminal delay shall be paid in accordance with Article V of the May 19, 1986 BLE National Arbitration Award.

QUESTIONS AND ANSWERS - BLE PORTLAND HUB ZONE 1

Article I - PORTLAND HUB

- Q1. Article I identifies the three zones for this Agreement. Do all the provisions of this Agreement apply to all three zones?
- A1. No, while all three zones are mentioned in Article I, the Agreement covers Zone 1 unless specifically stated otherwise in a given section.

Article II - SENIORITY AND WORK CONSOLIDATION

- Q2. How long will prior rights be in effect?
- A2. They will be phased out over a six year period.
- Q3. Are full time union officers including full time state legislative board representatives, Company officers, medical leaves and those on leave working for government agencies covered under Article II, C?
- A3. Yes.
- Q4. Article II (M) refers to yard assignment allocations with respect to prior rights. How are assigned yard work trains treated?
- A4. Assigned yard work trains are part of the allocation.
- Q5. Article II (H) requires engineers to protect all assignments with a home terminal within a thirty mile radius of the Portland Terminal limits. Can you give some examples of how that will work for both regular and extra board assignments?
- A5. The first criteria is that the home terminal must be within thirty miles of the terminal limits. The away-from-home terminal may be outside the thirty-mile limit so an employee as part of his/her assignment may travel outside the thirty miles. For example.

Example 1: A pool runs from Portland to Hinkle. This assignment is within the thirty mile limit even though it has an away-from-home terminal at Hinkle, outside the limits. Therefore all 1st, 2nd and SP prior right engineers could be required to protect the assignment.

Example 2: A southbound pool assignment dies on the Hours of Service 40 miles north of Portland. While the train is not within the thirty mile zone, the extra board on duty point is at Portland. As such, if the extra board is used to dogcatch the train, the first out employee would be used, even if an SP prior right employee.

Example 3: A road switcher with an on duty point 45 miles north of Portland goes no bid. An SP prior right employee on the protecting extra board at Portland could fill the assignment pending the force assignment of an engineer because that is one of the duties of the extra board, but a SP prior right employee could not be forced to the vacancy as the permanent occupant.

- Q6. If Article IX of the 1986 National Arbitration Award is amended in the future, what will govern when that Article is mentioned in this Agreement?

- A6. As in all cases, amendments to agreements govern unless previous rules are specifically retained in a savings clause in the amendment provisions.
- Q7. In Article II (E) (4) what are some of the assignments that are non-pool and non-yard in the thirty mile zone?
- A7. At the time of printing this document there was a Vancouver Local, two garbage trains and one Oregon City road switcher.
- Q8. Do SP leaves of absence agreements remain in place for those engineers who are currently on a leave?
- A8. Yes, SP leaves of absence agreements shall continue in force for those engineers on a leave on the date of implementation until they return to service.
- Q9. If an SP engineer on a leave of absence returns to service and an engineer senior to him/her has been forced to Dunsmuir does the returning junior engineer have to replace that forced engineer?
- A9. Yes, the junior engineer must relieve a senior engineer with a request to return and the junior engineer will have the same rights to file a request to return within the time limits of that agreement.

ARTICLE III - POOL OPERATIONS

- Q10. What will be the mileage paid in the Portland to Oakridge and Oakridge to Klamath Falls?
- A10. The mileage paid will be the actual mileage between the two points of the assignments. The points will be from the Albina yard office to Oakridge and from the same point at Oakridge to Klamath Falls using the time table. It does not matter if the engineer picks up his/her train at other location in the Portland terminal, the mileage shall be the same.
- Q11. Will existing pool freight terms and conditions apply on all pool freight runs?
- A11. No. The terms and conditions set forth in the surviving collective bargaining agreements and this document will govern. For example, the basic Idaho ID provisions governing overtime, initial terminal delay, held away-from-home time, etc will apply to the pools in accordance with the engineers eligibility for those provisions based on his/her seniority.
- Q12. Does this agreement affect The Dalles as a home terminal for work to Bend and short pool service to Hinkle?
- A12. No, however it does not prohibit the implementation of other service in accordance with the controlling CBA or National Agreement provisions that does not use The Dalles as a home terminal.
- Q13. During the one year period covering the use of longer application procedures for moving new assignments to Portland and Oakridge in Article III (C) (Note), how will the pool be regulated?
- A13. The pool will be regulated in accordance with the provisions of the CBA. Engineers must understand that the longer application process may result in the pool running short while waiting for additional engineers to relocate and the extra board will be used first to cover the vacancies.
- Q14. Does the one year period in Article III (C) (note) refer to moving allowance eligibility?
- A14. No, only to the period for a longer application process.

ARTICLE IV - EXTRA BOARDS

Q15. How many extra boards will be combined at implementation?

A15. The Portland extra boards have a phase in time table for consolidation.

Q16. Are these guaranteed extra boards?

A16. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the surviving CBA guaranteed extra board agreement. The Eugene and Oakridge extra boards will also be governed by the surviving CBA.

ARTICLE V - TERMINAL CONSOLIDATIONS

Q17. Are the national road/yard Zones covering yard crews measured from the new Portland terminal limits where the yard assignment goes on duty?

A17. No, see the August 7, 1987 Agreement that extended the limits for the UP mainline limits. Crews that go on duty at Brooklyn will now be able to go North and East from Portland and those on duty on former UP areas will now be able to go South from Portland.

Q18. Are foreign interchanges within the UP Portland terminal?

A18. The National Agreements permit crews to receive and deliver trains to foreign carriers even if outside the home carrier's "terminal". There is a larger "terminal" at interchange points that includes all the trackage of all the Carrier terminals at that location. As such at Portland, a crew may receive and/or deliver a train to any of the locations that were permissible prior to the merger by either the SP or UP.

ARTICLE VI - AGREEMENT COVERAGE

Q19. When the surviving CBA becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in the Portland Hub?

A19. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date.

Q20. Are any constructive miles or trip "guarantee" paid in pool freight service retained?

A20. Yes, however only to those engineers currently eligible for them. If an engineer on the Second District is eligible for them on that District and moves to a pool turn in the Seattle-Portland Pool they shall not be eligible for constructive miles or "guarantee" in that pool.

Q21. Article VI (B) (1) refers to turnaround service being performed at home terminals by pool crews. Does this rule require that they be called before or after extra board crews are called?

A21. No, at the home terminal of the assignment, if the extra board is exhausted regular vacancy procedures apply.

Q22. Is Article VI (D) (1) a short turn around rule?

A22. No, it is a through freight provision which enables an engineer to get his/her own train outside the terminal and run on through the terminal.

Q23. The same section calls for multiple trips in one tour of duty. If the extra board rule and pool freight rule differ on the procedures to be used in multiple trips, what rule governs?

- A23. The extra board rule governs when the extra board is called and the pool rules govern when a pool crew is used.
- Q24. Can the separate 2nd and 3rd District extra boards be used on both sides of Hinkle upon implementation of this agreement?
- A24. Until zone two is covered by an agreement/award the Hinkle extra boards will not be used on both sides, except when the 3rd District board is used when the 2nd district board is exhausted. However when the 2nd District extra board is filled by 3rd District engineers then the engineers on that extra board can go West of Hinkle.
- Q25. When can extra boards at Portland perform this service in any direction?
- A25. When the 1st and 2nd District boards are combined they can cover both of their former areas and when the SP board is combined then the remaining board can go in all directions. If an extra yard assignment is called in accordance with road/yard provisions then that assignment off the consolidated board can go in all directions.
- Q26. How far can an extra board go in performing this service?
- A26. Existing division points for extra boards will be used.
- Q27. Are fence Agreements covering The Dalles and Bend retained?
- A27. Yes, and will be considered part of the controlling CBA.
- Q28. Will the August 10, 1994 Temporary Transfer Agreement be retained?
- A28. Yes, since engineers are currently working outside the Hub under this Agreement, the parties have agreed to retain it.
- Q29. Do the references to Local Chairman refer only to BLE Local Chairmen?
- A29. Yes.
- Q30. What are the miles paid if an Engineer goes to the BNSF at Vancouver to get a train to go to Oakridge?
- A30. The actual additional miles run with train and or engine from the BNSF facility to the Albina yard office shall be paid whether getting or leaving a train in interchange.
- Q31. If a road crew picks up, in interchange, a train from the BNSF at Vancouver is it in the 25 mile zone?
- A31. No, this is an interchange movement that is permitted even if the 25 mile zone provisions did not exist.
- Q32. What if the road crew picked up a UP train at Vancouver, not in interchange from the BNSF, is that covered under the twenty-five mile provisions?
- A32. Yes, since it is outside the UP terminal and was not received from a foreign Carrier.
- Q33. How will vacations for the remainder of 1998 be handled?
- A33. They will continue to be handled under the CBA that covered them at the beginning of the year. Vacations for 1999 will be scheduled at the end of 1998 under the provisions of the Idaho Agreement. In scheduling vacations for 1999 the SP and UP assignments at the Portland terminal shall be scheduled as two separate groups. The extra boards, if not consolidated by scheduling time, shall be scheduled with their respective group. If consolidated they shall be scheduled with the UP assignments. Beginning the next year all employees at the Portland terminal shall be scheduled as one group.

- Q34. Will the Carrier provide copies of the Idaho Agreement as currently printed?
A34. Yes, In addition the parties will meet and review the current printing and prepare a list of amendments to that CBA and reprint a new CBA and the Carrier shall distribute the new reprinting.
- Q35. Does the 25 mile zone in Article VI (D) (1) start from MP 17 on the UP main line?
A35. No, it starts from the same point as the road/yard zone which is 12.25 (Graham)and 14.5(Kenton).
- Q36. 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?
A36. Except in cases of emergency, the crew will be deadheaded on to the far terminal.
- Q37. Is it the intent of this agreement to use crews beyond the 25 mile zone?
A37. No. The engineer would be operating off assignment.
- Q38. In Article IV(B), is the ½ basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance?
A38. No, it is subject to future wage adjustments and it is not duplicate pay/special allowance.
- Q39. How is a crew paid if they operate in the 25 mile zone?
A39. If a pre-October 31, 1985 train/engine service seniority date employee is transported to its train 10 miles south of Oakridge and he/she takes the train to Portland and the time spent is one hour south of Oakridge and 10 hours 30 minutes between Oakridge and Portland with no initial or final delay earned, the employee shall be paid as follows:
- A. One-half basic day for the service South of Oakridge because it is less than four hours spent in that service.
 - B. The road miles between Oakridge and Portland.
 - C. Overtime based on the miles run between Oakridge and Portland divided by 20 for the time up to the 10 hours and 30 minutes worked between those two points. (For example if the miles between Oakridge and Portland were 168 then overtime would be after 8 hours and 24 minutes for an overtime payment of 2 hours 6 minutes.)
- Q40. Would a post October 31, 1985 train/engine service employee be paid the same?
A40. No. The National Disputes Committee has determined that post October 31, 1985 train/engine service employees 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 overtime in C above but receive the payments in A & B.
- Q41. How will initial terminal delay be determined when performing service as outlined above?
A41. 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.

ARTICLE VII - PROTECTION

Q42. What rights does a engineer have if he/she is already covered under labor protection provisions resulting from another transaction?

A42. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if a engineer has three years remaining due to the previous implementation of Interdivisional Service the engineers may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that a engineer 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.

Q43. How will reductions from protection be calculated?

A43. 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.

NOTE: There shall be no offset from protection for rest days on five day and six day assignments.

4. **Extra board assignments** - 1/30 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 1/30 reduction for each additional 24 hour period or part thereof.

NOTE: Absences on the extra board shall be calculated from the time of unavailability (layoff, missed call, etc) until the next time called for service. For example: If a engineer lays off on Monday at noon, marks up the next day, Tuesday, and does not work until 2 AM on Wednesday, then they shall be off for protection purposes for thirty-eight (38) hours and shall be deducted 2/30 of their protection.

Q44. Why are there different dollar amounts for non-home owners and homeowners?

A44. 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.

- Q45. Why is there one price on loss on sale of home?
A45. 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 want to go through the procedures to claim the loss under New York Dock.
- Q46. What is loss on sale of home for less than fair value?
A46. 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.
- Q47. If the parties cannot agree on the loss of fair value what happens?
A47. 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.
- Q48. What happens if an engineer sells the home for \$20,000 to a family member?
A48. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q49. What is the most difficult part of New York Dock in the sale transaction?
A49. 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.
- Q50. Who is required to relocate and thus eligible for the allowance?
A50. A prior right engineer 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 engineers who are borrow outs or forced inside the Hub and released, common engineers and engineers who have to exercise seniority in their prior rights area due to a non merger event.
- Example 1: Due to the new Portland-Oakridge pool an employee can no longer hold in Eugene and must relocate to Portland. Since this is a result of the merger transaction then the employee may be eligible.
- Example 2: A pool reduction is made in the 1st District pool in Seattle and the employee reduced from the pool cannot hold in Seattle and displaces to the Portland extra board. This is a seniority move not caused by a merger transaction and the employee is not eligible for a merger relocation.
- Example 3: If the facts are the same as (2) above except the engineer is forced to a yard assignment that they could not be forced to prior to the merger, they are eligible for a relocation if mileage provisions are met.
- Example 4: An engineer is required to relocate to Oakridge for pool, extra board or helper service. The engineer is not entitled to the “in lieu of” provisions but is entitled to New York Dock provisions.
- Q51. Does it matter in the example 2 above if the extra board they place on is consolidated or prior right?
A51. No, since the First District had extra board positions in Portland prior to the merger.

Q52. If the engineer in example 3 above could have placed on an extra board assignment and elect to place on a yard assignment are they entitled to a relocation allowance?

A52. No, that would be a seniority move.

Q53. Are there any seniority moves that will be treated as required to relocate?

A53. Yes, at Eugene, when pool and extra board positions are moved to Portland for the Portland-Oakridge service, senior engineers on a one for one basis may bid to Portland and be treated as required to relocate.

Example 1: Ten pool and three extra board positions are moved to Portland from Eugene. The thirteen highest bidders at Eugene may relocate and be eligible for the allowance if they meet the mileage requirements and not outbid by employees from other locations. If an employee at Salem outbids on one of the Portland positions that bid will be treated as a seniority move and no relocation will be allowed since no work was relocated from Salem. It does not matter if the engineer working at Salem lives in Eugene. Since there is no work being transferred from Salem that is the deciding factor.

Example 2: Ten pool and three extra board positions are moved to Portland from Eugene. Twelve Eugene engineers bid on the positions and one employee remains, whose position was abolished or who was bumped, and who is unable to hold a position within thirty miles of Eugene. That employee bumps an employee at Salem. The Salem employee displaces to Portland because he/she can no longer hold within thirty miles of Salem. If they meet the mileage requirements then both engineers would be eligible for the relocation allowance.

Example 3: Ten pool and three extra board positions are moved to Portland from Eugene. Twelve Eugene engineers bid on the positions and one employee who is able to hold a position within thirty miles of Eugene bumps an employee at Salem. The Salem employee displaces to Portland because he/she can no longer hold within thirty miles of Salem. Neither employee is eligible for an allowance because the chain of moves was started by a seniority move by an employee who could have remained at Eugene or followed his/her work to Portland and voluntarily chose not to do so.

Example 4: Ten pool and three extra board positions are moved to Portland from Eugene. The thirteen highest bidders at Eugene may relocate and be eligible for the allowance if they meet the mileage requirements. At some time in the future, one of the engineers who relocated retires. Another employee at Eugene makes application for the vacancy. This is a seniority move and the employee is not eligible for a relocation allowance under this agreement.

Q54. As positions are added to Portland, at what point are engineers no longer entitled to relocations allowances?

A54. The Agreement provides for a two year window for applying for relocation allowances.

- Q55. Are there mileage components that govern the eligibility for an allowance?
A55. Yes, the engineer must have a reporting point farther than his/her old reporting point and at least 30 highway miles between the current home and the new reporting point and at least 30 highway miles between reporting points.
- Example 1: The relocating of the on-duty point for road crews from Brooklyn to Albina, both within the Portland Terminal does not trigger a relocation allowance.
- Example 2: An employee owns a home in Portland. Due to his/her seniority they are unable to hold at Portland and works in Eugene. When positions are moved to Portland from Eugene the employee is a successful bidder or is forced. Because they own a home in Portland they are not eligible for a relocation allowance back to their home.
- Example 3: An employee owns a home thirty-two (32) miles south of Portland and works in Albany forty miles from his/her home. He/she is bumped as a result of the merger and can hold at Portland and places on an assignment at that location. Because the new reporting point is closer to his/her residence than his/her old reporting point no relocation allowance is provided.
- Q56. When did the person need to be a home owner to qualify as one for relocation purposes?
A56. New York Dock protects home owners due to loss on sale of home that are caused by the merger. If a non home owner purchases a home after the merger was approved in September 1996 would not be affected by the merger because they were not a home owner at that time.
- Q57. Will engineers be allowed temporary lodging when relocating?
A57. Engineers entitled to relocation provisions shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.
- Q58. Are there any restrictions on routing of traffic or combining assignments.
A58. There are no restrictions on the routing of traffic in the Portland Hub once the 30 day notice of implementation has lapsed. 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 between the Carriers is covered in this agreement and is permitted.
- Q59. Will the Carrier offer separation allowances?
A59. 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.
- Q60. When will reserve boards be established and under what conditions will they be governed?
A60. Depending on manpower needs there may be engineers on reserve boards on implementation day. The reserve boards will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern its operation.
- Q61. What period will be used for the TPA?
A61. 1997.

- Q62. How will Union Officers TPA's be established?
A62. The Carrier will average the two above and two below in any service. If greater than their regular TPA it shall be used. Engineers with unusually high or low TPA's will not be considered.

Article VIII -FAMILIARIZATION

- Q63. Are there different ways engineers can be familiarized on new territory?
A63. Yes, the parties have tried different methods on different territories and find that several methods work. This has included riding with another crew, using a pilot or peer trainer and/or having a company officer onboard.
- Q64. How will the reserve, familiarization and temporary transfer boards interact?
A64. Familiarization and temporary transfer boards will be used first as they provide work opportunities for engineers. Reserve Board usage depends on the manpower dynamics. They may be used if engineers are not needed as trainmen, however engineers will not be placed on reserve boards if non-protected employees in either craft could be furloughed. If a protected engineer was to be furloughed even if demoted to train service, then reserve boards may be used at a location for surplus employees. Part of these dynamics is dependent on the impact on other employees who may have reserve board opportunities in another craft. In any event the controlling CBA will govern the operation of the reserve board.
- Q65. Will an engineer on the extra board moving to the familiarization board lose any guarantee?
A65. Since the familiarization board is an extension of the extra board, an engineer would not lose any guarantee unless they absented themselves.
- Q66. On implementation will all engineers be contacted concerning job placement?
A66. No, the implementation process will be phased in and engineers will remain on their assignments unless abolished or combined and then they may place on another assignment. When the Carrier posts the notice on pool changes and increases and decreases in extra boards Local Chairman may assist in handling the bidding, application and placement process at that time and engineers may be contacted for placement if insufficient bids are received. The new seniority rosters will be available for use by engineers who have a displacement.
- Q67. Will engineers have a displacement to the newly designated yard assignments under the percentage provisions upon implementation?
A67. No, they become effective only when the events in question and answer 66 take place.
- Q68. If all yard assignments are filled and the Carrier abolishes an assignment, what is the bumping process?
A68. In most cases the actual assignment abolished will not be held by the junior crew. The Local Chairman will designate, when required, another assignment in accordance with the chart attached to this Agreement and employees will have displacement rights to those positions with their prior right designations and all common employees.

Portland Hub Zone 1 - Side Letters

May 1, 1998

Side Letter No. 1

Gentlemen:

During our discussions on New York Dock Protection we discussed the issue of a pool engineer taking a single day paid absence such as a Personal Leave day or single day vacation and the impact it will have on his/her protection. In an effort to simplify the process and to provide the pool engineer with an alternative the parties agree that a pool engineer shall have one of the following options:

- (1) Elect a single paid personal leave or vacation day and hold their turn so that if it obtains a first out status they will be first out when they are marked up no less than 24 hours later, with no deduction from their protection; or
- (2) Elect a minimum of two consecutive days paid personal leave or vacation days on pools whose round trip district miles are 400 or less or a minimum of three consecutive days on pools whose round trip district miles are more than 400 miles and not hold their turns. If the minimum number of consecutive days are met for each round trip then no deduction will be made in their protection.

Question #1: If the round trip district miles of a run are 390 miles and initial and or final terminal delay make a payment over 400 miles, how many personal leave days must be used?

Answer #1: Only the district miles are used for determining the number of personal leave days to be used. In this case two personal leave days would qualify for no deduction.

Question #2: If the round trip district miles are over 400 miles, how is a deadhead counted?

Answer #2: Deadheads are already taken into account by using a 1/15th offset for pools. Since most pools do not average 15 round trips per month a 1/15th offset is less than using the average for each pool. As a result the round trip district miles are used for determining the number of personal leave days that would substitute for no offset and in this case three personal leave days would qualify.

Question #3: If an employee requests the minimum of 2 days for a 380 round trip, can the Carrier approve only 1 day?

Answer #3: No. Depending on the needs of service, either both days will be granted or both days declined.

- (3) Elect a single paid personal leave or vacation day and not hold their turn resulting in payment of a single day with a corresponding 1/15th deduction from protection.

The option must be selected by the engineer at the time the personal leave or vacation day is granted. Engineers must file the protection form each time they take paid days in accordance with the above options. This letter will not apply to any engineer who does not have wage protection and when no engineer has such protection then this letter shall become null and void.

Yours truly,

s/ W. S. Hinckley
General Director Labor Relations

AGREED:

s/ M. A. Mitchell
General Chairman BLE

s/ E. L. Pruitt
General Chairman BLE

May 1, 1998

Side Letter #2

Gentlemen:

At the end of the prior right period as set forth in Article II (L) the BLE General Chairman may serve a thirty day notice to replace Article VI (D) (2) First In/First Out with the following language:

First In/First Out

- (1) Engineers in pool freight service in Zone 1 who are runaround (terminal or enroute) will be restored to their original positions upon arrival at the applicable terminal.
- (2) Pool engineers in Zone 1 who are runaround due to not being rested under the Hours of Service Act will, upon arrival at their home terminal be restored to their relative position in the pool prior to departure from the home terminal, unless the engineer so notifies the CMS Crew Dispatcher upon tie-up that she/he elects to stay in the new arrival position. (NOTE: This option is only available to the assigned engineer of the turn.)

If the parties have amended Article VI (D) (2) on either a local, system or national basis then this side letter is null and void.

Yours truly,

s/ W. S. Hinckley
General Director Labor Relations

AGREED:

s/ M. A. Mitchell
General Chairman BLE

s/ E. L. Pruitt
General Chairman BLE

May 1, 1998

Side Letter #3

Gentlemen:

The parties recognize that there are some "Oregon" Agreements that are localized and need to be retained. These agreements or rules are specific to a unique operation that would not be covered under a Idaho Rule. Two examples are the garbage train agreement which provides for certain local operations and a detour agreement which is due to two carriers operating side by side. The parties will meet within the next 45 days and review what should be kept. If a disagreement arises then the matter shall be referred to the General Director and the General Chairman. Failure to agree on all rules shall not interfere with the implementation of the Zone 1 Agreement.

Yours truly,

s/ W. S. Hinckley
General Director Labor Relations

AGREED:

s/ M. A. Mitchell
General Chairman BLE

s/ E. L. Pruitt
General Chairman BLE

August 10, 1998

Mr. E. L. Pruitt
General Chairman BLE
Bakersfield, CA 93307

Dear Sir:

This refers to our discussions concerning a possible amendment to the SP West BLE Modification Agreement for the territory involved in the Portland Hub negotiations. With the ratification of the Portland Hub Agreement the Carrier is willing to amend Article II (F) of the agreement by adding the following note:

NOTE: In the Portland Hub, the provision that the SP West BLE Agreement be selected shall be waived.

The net affect of this amendment is that the SP West engineers in the new Portland Hub may elect to retain the SP West Modification protection, in lieu of regular New York Dock Protection associated with the implementation of the Hub. The Modification Agreement would not be amended for areas outside the Portland Hub.

Engineers would have thirty (30) days from the date they receive their Portland Hub TPA's to notify the Carrier that they were relinquishing amended SP West Modification Protection. It is understood that as part of retaining this protection that the various protection provisions of the SP West Agreement will continue to apply such as Attachment "F" the offset questions and answers and Side Letter #1 of the Roseville Hub would also be applicable.

Yours truly,

s/ W. S. Hinckley

s/ E. L. Pruitt
General Chairman BLE

ATTACHMENT "A"

PORTLAND TERMINAL YARD ALLOCATION CHART PER ARTICLE II M

Total	1	2	3	4	5	6	7	8	9	10
UP	1	2	2	3	4	5	6	6	7	8
SP	0	0	1	1	1	1	1	2	2	2
Total	11	12	13	14	15	16	17	18	19	20
UP	9	10	10	11	12	13	14	14	15	16
SP	2	2	3	3	3	3	3	4	4	4
Total	21	22	23	24	25	26	27	28	29	30
UP	17	18	18	19	20	21	22	22	23	24
SP	4	4	5	5	5	5	5	6	6	6
Total	31	32	33	34	35	36	37	38	39	40
UP	25	26	26	27	28	29	30	30	31	32
SP	6	6	7	7	7	7	7	8	8	8

APPENDIX 55

MERGER IMPLEMENTING AGREEMENT
(Portland Hub)
Zones 2 and 3
between
UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32760, the Surface Transportation Board approved the merger of the Union Pacific Corporation, Union Pacific Railroad Company/Missouri Pacific Railroad Company (hereinafter, collectively referred to as "Carrier" or "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and the Denver & Rio Grande Western Railroad Company (Hereinafter, collectively referred to as "SP"). In approving this transaction, the STB imposed New York Dock labor protective conditions.

Pursuant to New York Dock, and to achieve the public transportation benefits and operational changes made possible by this transaction, **IT IS AGREED:**

I. PORTLAND HUB ZONES 2 AND 3

New seniority districts shall be created that encompasses the following area: UP territory including milepost 182.79 west of Seattle, Washington, to Eastport, Idaho, on the Spokane International to milepost 390.0 at Silver Bow, Montana, to milepost (Pocatello sub) 191.80 at McCammon, Idaho, and to milepost (Pocatello sub) 0.64 at Granger, Wyoming; SP territory from (including) Chemult, Oregon to the Portland Terminal. The Hub shall be divided into three (3) zones as follows:

A. Zone 1 will include operations Chemult north to Seattle and Portland east to (not including) Hinkle.

NOTE: This Zone was covered by the Merger Implementing Agreement (Portland Hub) Zone 1 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers dated August 13, 1998.

B. Zone 2 will include operations from, and including, Hinkle, Oregon, to, and including, Huntington, Oregon, and from Hinkle, Oregon, to and including Eastport, Idaho on the former Spokane International Railroad.

NOTE: It is the parties' intent herein to include those regular and extra board positions governed by the provisions of Article II, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger implementing Agreement for Portland Hub Zone 1 into this new Zone 2.

C. Zone 3 will include operations from, but not including, Huntington, Oregon, to milepost 390.0 at Silver Bow, Montana, to milepost 191.80 at McCammon, Idaho (Pocatello Subdivision) and to milepost 0.64 (Pocatello Subdivision) at Granger, Wyoming.

NOTE: Zones 2 and 3 shall include all main, branch and/or secondary lines, yard trackage, industrial leads and all other trackage, leads and stations between the points identified.

D. Any trackage or lines, either under lease or sale, that may be reacquired by UP will be included in the appropriate zone.

II. SENIORITY INTEGRATION AND CONSOLIDATION

The following seniority consolidations for Zones 2 and 3 will be made:

A. 1. A new seniority district and master seniority roster shall be created for Zone 2. The master roster will be comprised of the following:

- a. Employees holding seniority, or in training, on the UP 3rd Seniority District;
- b. Employees holding seniority, or in training, on the UP 4th Seniority District;
- c. Employees holding seniority, or in training, on the UP 5th Seniority District;
- d. Employees holding seniority, or in training, on the UP 9th Seniority District (former Spokane International Railroad);
- e. Employees holding seniority on the UP Idaho District Seniority Roster who elect, pursuant to this Agreement, to permanently relocate to Zone 2; and,
- f. Employees holding engineer seniority in Portland Hub Zone 1 and assigned to positions governed and protected by Article II, Section B, Paragraph 5 of the Merger Implementing Agreement (Portland Hub Zone 1) between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, dated August 13, 1998, who elect, pursuant to this Agreement, to permanently remain in Zone 2.

2. The new master roster shall also include all engineers on the rosters identified above who are borrowed out to other locations but who will return to this zone upon their release. The new master roster will not, however, include engineers from outside Zone 2 who are borrowed out to locations in Zone 2.

3. The Zone 2 master roster shall be created as follows:

- a. The engineers identified in Section A, Paragraph 1, above, shall be dovetailed and placed on the new master Zone 2 seniority roster based on their current engineer seniority date. Engineers from the 3rd, 4th, 5th or 9th Seniority Districts will use their current engineer date on the applicable roster. Engineers permanently relocating from the Idaho Seniority District will be dovetailed and placed on the master roster based on their current engineer seniority date on the Idaho Seniority District. Engineers permanently relocating from Portland Hub Zone 1 will be dovetailed and placed on the master roster based on their current Portland Hub Zone 1 engineer seniority date.
- b. If, in the process of placing employees on this roster, several engineers have identical seniority dates, the ranking of such engineers will be determined by the following:

- i. If the employees have engineer seniority dates prior to November 1, 1985, they will be placed on the roster based on their earliest fireman seniority date on the involved roster. If the involved engineers have the same fireman seniority date, they shall be placed in the order of their earliest hire date with Carrier. If their hire dates are the same, and the procedure(s) set forth in Paragraph b.ii., below, do not resolve the matter of their roster placement, the parties shall promptly meet and agree regarding the proper roster placement and ordering for such employees.
- ii. If engineers from different rosters have the same seniority date, they shall be placed on the new master roster as follows:
 - (a). Pre-November 1, 1985 engineers
 - [1]. Engineer's date and ranking as an engineer,
 - [2]. Fireman's date and ranking as a fireman,
 - [3]. Hire date and ranking as an employee.
 - (b). Post-October 31, 1985 engineers
 - [1]. Engineer's date and ranking as an engineer,
 - [2]. Switchman's/trainman's date and ranking as a switchman/trainman,
 - [3]. Hire date and ranking as an employee.

4. The territory comprising Zone 2 will be divided into two prior rights sub zones - the "Spokane" sub-zone and the "Hinkle-LaGrande" sub-zone. The territories comprising these prior rights sub-zones will be as follows:

- a. "Spokane" sub-zone - Eastport, Idaho to, but, not including, Ayer, Washington, and all track, lines, yards and facilities between these locations.
- b. "Hinkle-LaGrande" sub-zone - Hinkle to, and including, Huntington, Oregon, and, including, Ayer, Washington, and all track, lines, yards and facilities between these locations.

NOTE 1: The "Hinkle-LaGrande" sub-zone will also include service to the utility plant near Boardman, service to Castle and other points west of Hinkle and dogcatching west of Hinkle, as well as those assignments with on-duty points at Hinkle.

NOTE 2: In connection with the performance of work by Oregon Fourth or Fifth Seniority District engineers at, or in the vicinity of Ayer, it is not the parties' intent to alter existing arrangements. Accordingly, the provisions of Sections 1, 2, 5(a), 5(b) and 6 of the Agreement between the Union Pacific Railroad Company (Northwestern District - Oregon Division) and the Brotherhood of Locomotive Engineers, dated May 22, 1967 ("Supplement No. 13 (O.D.E.-65) Ayer – Chew Line Relocation:") are retained and made a part of this Agreement, except that all references therein to "Fourth

Seniority District" or "Fourth Seniority District engineers" shall now refer to the Hinkle-LaGrande sub-zone and/or to engineers either possessing prior rights, or working, in the Hinkle-LaGrande sub-zone, and all references therein to "Fifth Seniority District" or "Fifth Seniority District engineers" shall now refer to the Spokane sub-zone and/or to engineers either possessing prior rights, or working, in the Spokane sub-zone.

5. A prior rights roster will be established for each sub-zone. Each roster will be established by dovetailing the seniority of the engineers assigned to the sub-zone. The same seniority date used to determine placement on the Zone 2 master seniority roster will be used to determine placement on the applicable sub-zone roster. An employee may hold a position on only one (1) sub-zone prior rights roster.

a. Engineers holding seniority, or in training, on the former UP 5th or 9th Seniority District on the date this Agreement is implemented will be granted prior rights in the Spokane sub-zone.

b. Engineers holding seniority, or in training, on the former UP 4th Seniority District on the date this Agreement is implemented who elect, pursuant to this Agreement, to permanently relocate to Spokane will be granted prior rights in the Spokane sub-zone.

c. Engineers holding seniority, or in training, on the former UP 4th Seniority District on the date this Agreement is implemented (identified on Attachment "B") who elect to not relocate to Spokane will be granted prior rights, subject to the conditions set forth in Paragraph 7, below, in the Hinkle-LaGrande sub-zone.

d. Engineers holding seniority, or in training, on the former UP 3rd Seniority District on the date this Agreement is implemented will be granted prior rights in the Hinkle-LaGrande sub-zone.

e. Engineers holding seniority in Portland Hub Zone 1 and assigned to a position at Hinkle covered by Article II, Section B, Paragraph 5 of the Merger Implementing Agreement (Portland Hub Zone 1), dated August 13, 1998, who elect, pursuant to this Agreement, to remain in Zone 2 will be granted prior rights in the Hinkle-LaGrande sub zone.

i. Engineers covered by Article II, Section B, Paragraph 5 of the Portland Hub Zone 1 Merger Implementing Agreement will be given a one-time opportunity to elect to either remain in Zone 2 or relocate to Portland Hub Zone 1.

ii. Those engineers who elect to remain in Zone 2 will permanently relinquish all seniority rights and standing in Portland Hub Zone 1.

iii. Concurrent with implementation of this Agreement, Article II, Section B, Paragraph 5 of the Portland Hub Zone 1 Merger Implementing Agreement will automatically terminate.

f. Engineers holding seniority on the Idaho Seniority District and identified on Attachment "A" who elect, pursuant to this Agreement, to permanently relocate to Zone 2 will be granted prior rights in the Hinkle-LaGrande sub-zone.

i. Eligible engineers holding seniority on the Idaho Seniority District will, prior to implementation of this Agreement, be given a one-time opportunity to elect to either remain in Zone 3 or permanently relocate to Zone 2.

ii. Eligible employees who elect to permanently relocate to Zone 2 will relinquish all seniority rights in Zone 3.

NOTE: If in the process of ranking employees on the sub-zone prior rights roster, several employees have identical seniority dates, the roster order for such employees will be determined in accordance with Paragraph 3.b of this Article II, Section A.

6. Employees acquiring engineer seniority on Zone 2 subsequent to the date this Agreement is implemented will not be assigned prior rights in the Spokane or Hinkle-LaGrande sub-zones and will be considered as common Zone 2 engineers.

7. Former UP 4th Seniority District engineers identified on Attachment "B" shall be given prior rights to assignments originating in the territory comprising the former UP 4th Seniority District. Such engineers shall be obligated to exhaust the prior rights afforded by this Paragraph 7 prior to exercising engineer seniority outside the UP 4th Seniority District territory.

8. New positions and/or permanent vacancies in Zone 2 for which there are no bidders/applicants will, subject to Paragraph 7, above, be assigned or filled as follows:

- a. Assign the senior demoted engineer who is working in that sub-zone or an engineer obligated under Paragraph 7, above.
- b. Assign the junior engineer on the protecting extra board in that sub zone.
- c. Assign the senior demoted engineer who is working outside that sub zone.

NOTE: Existing Idaho Agreement provisions governing the filling of new positions or permanent vacancies will continue to apply for filling new positions and permanent vacancies in Zone 3.

9. Existing agreement rules and arrangements governing prior rights for engineers in the territory comprising Zone 2 are, effective with implementation of this Agreement, superseded by the provisions set forth herein.

- B.**
1. The existing UP Idaho Seniority District roster shall become the Zone 3 master seniority roster. This roster shall include all engineers on the Idaho Seniority District roster except for those engineers who elect, pursuant to this Agreement, to relocate to Zone 2. Engineers who elect to permanently relocate to Zone 2 pursuant to this Agreement will have their names removed from this roster. This roster shall also include all engineers presently listed thereon who may be borrowed out to other locations who will return to this zone upon their release. Similarly, engineers from outside Zone 3 who are borrowed out to locations within Zone 3 will not be included on this roster.
 2. The engineers identified on Attachment "A" of this Agreement will, subject to the terms and conditions set forth herein, retain the right to exercise their Zone 3 engineer seniority to "Nampa" positions in the LaGrande – Nampa through freight pool.

3. New positions or permanent vacancies for which Nampa is the source of supply, other than "Nampa" positions in the LaGrande - Nampa pool, for which there are no bidders/applicants shall be filled as follows:
 - a. Force assign the senior demoted engineer identified on Attachment "A" working in the area for which Nampa is the source of supply.
 - b. Force assign the senior demoted engineer identified on Attachment "A."
 - c. Force assign the junior engineer identified on Attachment "A" assigned to a "Nampa" position in the LaGrande - Nampa pool.

NOTE: A vacancy resulting on a "Nampa" position in the LaGrande - Nampa pool from assignment of an engineer listed on Attachment "A" to another vacancy at Nampa will be filled on a temporary basis by a Zone 2 engineer. It is not intended that in these circumstances the involved position will be permanently transferred to Zone 2. The engineer assigned to the other Nampa vacancy may "reclaim," seniority permitting, the "Nampa" pool position once he or she is displaced from that other position (and is not needed/used on another Nampa vacancy) or the position is abolished.

C. Engineers placed on the Zone 2 master seniority roster shall relinquish all seniority outside the territory comprising Zone 2. Likewise, all seniority inside Zone 2 held by engineers outside Zone 2 shall be eliminated.

D. Engineers placed on the Zone 3 master seniority roster shall relinquish all seniority outside the territory comprising Zone 3. Likewise, all seniority inside Zone 3 held by engineers outside Zone 3 shall be eliminated.

NOTE: This Paragraph D shall not serve to eliminate or restrict the seniority rights or obligations, as established by this Agreement, of engineers identified on Attachment "A." Likewise, this Paragraph D is not intended to limit or restrict such engineers' right(s) to exercise their seniority to Zone 3 positions.

E. Subject to applicable provisions of this Agreement, engineers on an authorized leave of absence, holding official positions - i.e., company officers - or dismissed from service and later reinstated will be placed on the appropriate master roster (Zone 2 or Zone 3). The parties will create an inactive roster for such engineers until they return to service in either Zone 2 or Zone 3, at which time they will be placed on the appropriate master seniority roster and removed from the inactive roster.

III. THROUGH FREIGHT POOL OPERATIONS

A. Through freight pool operations in Zone 2 will be governed, in relevant part, by the following:

1. Spokane - Eastport

Unassigned through freight (pool) service may be established between Spokane and Eastport. Spokane will be the home terminal.

2. Spokane - Hinkle

a. The current Spokane - Hinkle (Hinkle - Spokane) freight service is assigned through freight service. Upon implementation of this Agreement, unassigned through (pool) freight service may be established between Spokane and Hinkle. Spokane will be the home terminal. Hinkle will, however, be retained as a home terminal for the former UP 4th Seniority District engineers listed on Attachment "B" until such time as one of the conditions set forth in Paragraph 2.b.(i), below, is met.

b. Existing Agreement provisions governing assignment and allocation of positions between the UP 4th and 5th Seniority District engineers for the Spokane-Hinkle run will, subject to the provisions of this Agreement, be retained and continue to apply to the Spokane - Hinkle through freight pool operation until such time as Hinkle ceases to be a home terminal for this run.

(i) Hinkle will cease to be a home terminal and all applicable Agreement provisions and practices governing former UP 4th Seniority District engineers rights or participation in this pool, including provisions governing allocation of work or assignments between the UP 4th and 5th Seniority Districts, will automatically terminate and be of no future force or effect when one of the following occurs:

(a) The employees identified on Attachment "B" have attrited or severed their employment relationship with Carrier; or,

(b) All positions in the Spokane-Hinkle through freight pool are permanently assigned at Spokane.

(ii) Only engineers identified on Attachment "B" may exercise their seniority to, and will be obligated to protect, "Hinkle" positions in this pool. Employees holding seniority on the Zone 2 master roster or the Hinkle-LaGrande sub-zone roster not listed on Attachment "B" are not eligible to exercise their seniority to "Hinkle" positions in this pool.

(iii) The home terminal for employees working in this pool and assigned to the "Hinkle" positions will be at Hinkle.

(iv) A "Hinkle" position not filled by an employee listed on Attachment "B" will be filled by application at Spokane and filled in accordance with applicable Agreement provisions. A permanent vacancy on a "Hinkle" position not filled or protected by an employee identified on Attachment "B" will be filled by application at Spokane and filled in accordance with applicable Agreement provisions.

(v) Temporary vacancies on "Hinkle" positions in the Spokane - Hinkle through freight pool will be protected by the Hinkle road extra board or, if the Hinkle extra boards are consolidated, the Hinkle consolidated road/yard extra board.

(vi) For each UP 4th Seniority District engineer identified on Attachment "B" who elects, pursuant to this Agreement, to permanently relocate to Spokane, one (1) "Hinkle" position in the Hinkle - Spokane pool will be permanently transferred to Spokane. Accordingly, the number of positions in this pool designated as "Hinkle" positions in this pool will be correspondingly reduced and the applicable pool pro ration percentages will also be proportionately reduced.

NOTE: UP 4th Seniority District engineers relocating to Spokane will, as set forth in Article II, be given Spokane sub-zone prior rights. Said engineer will not, however, be granted prior rights to the "Hinkle" pool position transferred to Spokane in accordance with this Paragraph (vi).

(vii) Regulation of this pool will, except as set forth herein, be conducted in accordance with applicable Agreement rules. BLE will designate one (1) employee member or representative who will be responsible for monitoring mileage, determining necessary pool adjustments and coordinating such adjustments with appropriate Carrier officials. BLE's representative will perform such duties for both home terminals in this pool until the Hinkle home terminal ceases to exist.

c. An engineer identified on Attachment "B" who elects, pursuant to this Agreement, to permanently relocate to Spokane will relinquish the prior rights established pursuant to Article II, Section A, Paragraph 7 of this Agreement.

3. LaGrande - Hinkle

LaGrande will be the home terminal.

4. LaGrande - Nampa

a. LaGrande will be the home terminal, except that Nampa will be retained as a home terminal for those Idaho Seniority District engineers identified on Attachment "A" until one of the conditions set forth in Paragraph 4.b.(i), below, is met.

b. Existing Agreement provisions governing assignment or allocation of work in the LaGrande - Nampa pool between UP 3rd Seniority District and Idaho Seniority District engineers will, subject to the provisions and/or modifications set forth below, be retained until such time as Nampa ceases to be a home terminal for this run.

(i) Nampa will permanently cease to be a home terminal and all applicable Agreement provisions, practices and/or arrangements governing Idaho Seniority District engineers' rights to and participation in this pool will automatically terminate when one of the following occurs:

(a) The engineers identified on Attachment "A" have either (1) attrited, (2) are no longer in active service as an engineer with Carrier or (3) their names have been removed from Attachment "A" in accordance with Article III, Section A, Paragraphs 4.b.(vii) and (viii).

(b) All "Nampa" positions in the LaGrande - Nampa through freight pool are permanently held by Zone 2 engineers.

NOTE: Application of this Paragraph (b) is not intended to supersede or nullify the provisions set forth in the Note contained in Article II, Section B, Paragraph 5. Accordingly, through freight positions at Nampa will be deemed as permanently held by a Zone 2 engineer when there are no engineers on Attachment "A" who can "reclaim" a Nampa pool position.

(c) If twenty (20) Idaho Seniority District engineers permanently relocate to Zone 2 in conjunction with implementation of this Agreement.

Once Nampa has ceased being a home terminal for this pool, LaGrande will be the only home terminal. Once Nampa ceases to be a home terminal, all rights and obligations of former Idaho Seniority District engineers to hold, protect or participate in the work performed in the LaGrande - Nampa through freight pool shall, except for performing hours-of-service relief out of Nampa, automatically terminate.

(ii) Except as modified by this Agreement, this pool shall continue to operate as it presently operates pending an agreement on necessary final provisions pertaining to the eventual elimination (attrition) of Nampa as a home terminal. Within the next one hundred twenty (120) days, the parties will meet and agree regarding the operation of this pool and the attrition of the rights, obligations and participation in this pool of Zone 3 Attachment "A" engineers. This transition and attrition shall be governed, in addition to that set forth elsewhere in this Agreement, by the following:

(a) The engineers identified on Attachment "A" will be required to protect all other assignments whose source of supply is Nampa (including the extra board at Nampa) prior to protecting "Nampa" turns in the LaGrande - Nampa pool. Absent bids or requests from Zone 3 engineers, junior engineers in the Nampa - LaGrande pool may be removed from this pool and placed on such other assignments. Pool turns vacated by engineers on Attachment "A" to fill such other assignments will be temporarily filled/protected by Zone 2 engineers at LaGrande. When removed from their pool turns to protect these other vacancies/positions, the involved engineer(s) will, for purposes of applying New York Dock, be considered as having occupied the highest paying assignment.

NOTE: Application of this Paragraph (a) is not intended to supersede or nullify the provisions set forth in the Note contained in Article II, Section B, Paragraph 3. Accordingly, through freight positions at Nampa will be deemed as permanently held by a Zone 2 engineer when there are no engineers on Attachment "A" who can "reclaim" a Nampa pool position.

(iii) Regardless of the number of positions assigned in the LaGrande - Nampa pool, application of Agreement provisions governing apportionment of work between former 3rd Seniority District and Idaho Seniority District engineers eligible for assignment in this pool -- i.e., engineers on Attachment "A" --shall not result in more than twenty (20) positions at Nampa being allocated in this pool for Zone 3 engineers identified on Attachment "A."

(iv) Only those engineers identified on Attachment "A" may exercise their seniority to new or vacant positions in this pool. Engineers holding seniority on the Zone 2 master seniority roster or on the Zone 3 master roster but not listed on Attachment "A" are not eligible to exercise their seniority to "Nampa" positions in the pool.

(v) Any new position or permanent vacancy at Nampa in this pool that is not filled by engineers identified on Attachment "A" will be filled as a new position or permanent vacancy at LaGrande by engineers holding seniority on the Zone 2 master seniority roster.

NOTE: It is the parties' intent that engineers identified on Attachment "A" shall retain the right to the "Nampa" positions in this pool until such time as the last engineer's name is attrited or removed therefrom.

(vi) Vacancies in this pool at Nampa will be protected by the Nampa extra board until such time as Nampa ceases to be a home terminal. Thereafter, such vacancies will be protected by the extra board at LaGrande.

(vii) Engineers identified on Attachment "A" of this Agreement who voluntarily exercise their seniority to a position for which Nampa is not the source of supply - i.e., to a position east of Glens Ferry - shall have their names removed from Attachment "A" and automatically and permanently forfeit all seniority rights attendant thereto.

(viii) An engineer identified on Attachment "A" who is force assigned to an engineer job for which Nampa is not the source of supply must submit a written application, with copy to the Local Chairman, for a position or permanent vacancy in the pool at Nampa upon his/her assignment to that position. If such application is not submitted, or the employee does not accept the assignment to the position in the Nampa pool, the employee will have his/her name removed from Attachment "A" and automatically and permanently forfeit all seniority rights attendant thereto.

NOTE: This Paragraph (viii) shall apply only to the engineer on Attachment "A" who would have been the successful bidder/applicant had he or she submitted such bid or application and not to other junior engineers on Attachment "A."

- c. For each Idaho Seniority District engineer identified on Attachment "A" who elects, pursuant to this Agreement, to permanently relocate to Zone 2, one (1) "Nampa" position in the LaGrande - Nampa pool will be permanently transferred to LaGrande (Zone 2). Accordingly, the number of positions in this pool designated as "Nampa" positions will be correspondingly reduced and the applicable pool pro ration percentage will also be proportionately reduced.

NOTE: Idaho Seniority District engineers relocating to Zone 2 will, as set forth in Article II, be given Hinkle-LaGrande sub-zone prior rights. Said engineer will not, however, be granted prior rights to the "Nampa" pool position transferred to Zone 2 in accordance with this Paragraph c.

- d. Regulation of this pool will, except as set forth herein, be conducted in accordance with applicable Agreement rules. BLE will designate one (1) employee member or representative who will be responsible for monitoring mileage, determining necessary pool adjustments and coordinating such adjustments with appropriate Carrier officials. BLE's representative will perform such duties for both home terminals in this pool until the Nampa home terminal ceases to exist.

B. Zone 3 pool freight operations will, except as specifically set forth herein, remain unchanged and will continue to be governed by existing Idaho collective bargaining agreement provisions and practices.

C. New through freight pool operations not covered in this Implementing Agreement between hubs or zones will be handled per Article IX of the 1986 BLE National Implementing Award.

IV. EXTRA BOARDS

A. The following shall govern, in relevant part, the administration and operation of extra boards in Zone 2:

1. Spokane

- a. Carrier may establish a single consolidated extra board at Spokane.

NOTE 1: Carrier may consolidate the extra board at Spokane by the serving of a sixty (60)-day advanced written notice.

NOTE 2: If implementation of a consolidated extra board at Spokane is postponed, two extra boards at Spokane will be established - (1) a "north" extra board to protect vacancies, service and Hours-of-Service relief on the territory between, and including, Spokane and Eastport, including Trentwood; and, (2) a "south" extra board to protect vacancies, service and Hours-of-Service relief between (excluding) Spokane and (excluding) Ayer.

This extra board shall protect service and vacancies, including Hours-of-Service relief, in the territory presently protected by the two existing extra boards at Spokane, including those protected by the Spokane International Railroad extra board.

2. Hinkle

- a. Upon sixty (60) days advanced written notice, Carrier may establish a single consolidated extra board at Hinkle.
- b. This extra board will protect service at/from Hinkle, including service to/from Castle and the utility plant near Boardman and Hours-of-Service relief into Hinkle or to/from a location closer to Hinkle than any other extra board, in all directions out of Hinkle. Additionally, this extra board will protect service on non-through freight assignments originating in the territory comprising the former UP 4th Seniority District.

NOTE 1: It is not intended this extra board be used to protect service at The Dalles or to supplant service performed by Zone 1 engineers at The Dalles. Accordingly, an extra engineer assigned to this extra board will not be used west of the east switch at The Dalles.

NOTE 2: The Hinkle extra board protects regular and extra assignments at Pendleton, Oregon by Agreement dated July 26, 2007.

3. LaGrande

- a. There shall be a single consolidated extra board at LaGrande.

- b. This extra board shall protect all service, including Hours-of-Service relief, in all directions, subject to Article IV, Section B, Paragraph 2, below.
- B.** The following shall govern, in relevant part, the administration and operation of extra boards in Zone 3:
- 1. Zone 3 extra board administration and/or operations will, except as specifically set forth in this Agreement, remain unchanged and will continue to be governed by existing collective bargaining agreement provisions and practices.
 - 2. Nampa
 - a. There shall be a single extra board at Nampa. This extra board will protect service and vacancies between Glens Ferry and Huntington and Hours-of-Service relief at or east of Huntington.
 - b. For as long as Nampa remains a home terminal for the LaGrande -Nampa through freight pool, this extra board will protect pool freight vacancies at Nampa. Once Nampa ceases to be a home terminal, all vacancies in this pool will be protected by the LaGrande extra board.
- C.** This Article IV is not intended, except as set forth in this Agreement and specifically those provisions that govern filling of positions and protecting vacancies in the LaGrande - Nampa pool, to permit Carrier to use extra Zone 2 engineers to protect Zone 3 or Zone 1 vacancies, extra Zone 3 engineers to protect Zone 2 or Zone 1 vacancies, or extra Zone 1 engineers to protect Zone 2 or Zone 3 vacancies.

V. TERMINAL AND OTHER CONSOLIDATIONS

- A.** Except as set forth in Paragraph B, below, there are no changes in terminal limits or other consolidations contemplated for yards in Zones 2 and 3.
- B.** Existing collective bargaining agreement provisions, either in the former "Oregon" collective bargaining agreement or the Spokane International Railroad collective bargaining agreement, governing the pro ration of work between the UP 5th Seniority District and the UP 9th Seniority District (former Spokane International Railroad) for extra boards at Spokane shall be eliminated and of no force or effect.

VI. AGREEMENT COVERAGE

A. 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 and Implementing Agreements and awards.
- 2. Engineers will be transported to/from their trains and/or to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the May 1986 National Agreement. Carrier shall designate the on/off duty points for engineers.

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 any location within Zones 2 and 3, may perform such service in all directions out of their terminal.

B. General Conditions for Pool Operations

The terms and conditions for pool operations in the territories comprising Zones 2 and 3 shall be those of the surviving collective bargaining agreement, as modified by applicable National Agreements, awards and implementing documents, and those set forth elsewhere in this Agreement, including Attachment "C," and below.

1. Short Turnaround Service and Hours of Service Relief. Short turnaround service and Hours of Service relief at both home and away-from-home terminals

- (a) may be handled by extra boards at the away-from-home terminal, and,
- (b) shall be handled by extra boards at the home terminals, if extra crews are 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.
- (c) extra boards may handle this service in all directions out of a terminal.

2. Nothing in this Agreement prevents or precludes the use of other employees/crews to perform work currently permitted by prevailing agreements; including, but not limited to yard crews performing hours-of-service relief within the road/yard service zone, interdivisional service or pool crews performing service and deadheads between terminals, road switchers handling trains within their zones and/or using an engineer from a following train to work a preceding train. Payments required by the controlling collective bargaining agreement shall continue to be paid when this work is performed.

3. Item Nos. 2, 3 and 4 of Appendix "D" of the Yahk, B. C. Agreement, effective September 26, 1955, will be retained and applicable only for the former Spokane International Railroad engineers identified below:

- a. E. J. Johnson
- b. R. M. McElroy
- c. T. J. Osburn
- d. M. O. Wood
- e. L. M. Bickford
- f. A. L. Dauenhauer
- g. L. W. Dorsey
- h. N. L. Knapp
- i. R. M. Chambers (Replaces T. H. Baker by agreement dated July 17, 2007.)
- j. J. L. Thome
- k. J. L. Sheridan
- l. D. D. Davis

Item Nos. 2, 3 and 4 of Appendix "D" of the Yahk, B.C. Agreement, effective September 26, 1955, reads as follows:

"2. Crews operating through Eastport on turnaround run from Bonners Ferry, Idaho, to Eastport to Bonners Ferry shall be given an arbitrary allowance of one (1) hour in addition to all other compensation.

"3. Crews operating to Eastport as a terminal will be given an arbitrary allowance of one-half (1/2) hour for operating into Eastport and one-half (1/2) hour for operating out of Eastport in addition to all of their compensation.

"4 The arbitrary allowance shall apply to freight trains and not to snow plows or work-trains. "

4. The constructive mileage payment set forth in Rules 31 and 105 of the "Oregon" Collective Bargaining Agreement (also referred to as the "mountain differential") is retained and will be applicable only for those engineers holding seniority as an engineer or trainman on the Oregon 3rd Seniority District on or before October 31, 1985, This payment will not be made to other engineers holding seniority on the Zone 2 and Zone 3 master seniority rosters.

a. Pursuant to Paragraph 4, above, the following engineers are eligible for the constructive mileage payment set forth in Rules 31 and 105:

i.	J. L. Goben	xxx.	C. B. Sherrow	lxx.	C. W. Johnson
ii.	L. C. Batty, Jr.	xxxii.	M. P. Adams	lxxii.	J. M. Chambers
iii.	G. R. Spencer	xxxiii.	C. E. Anderson	lxxiii.	D. D. Buhmann
iv.	J. R. Folsom	xxxiv.	C. H. Lamoreaux	lxxiv.	R. L. Eardensohn
v.	R. C. Springer	xxxv.	R. D. Hoverson	lxxv.	J. P. Downey
vi.	R. L. Bork	xxxvi.	R. D. Collins	lxxvi.	J. Herrera
vii.	L. I. Knouse	xxxvii.	R. C. Aldred	lxxvii.	B. D. Roberts
viii.	M. W. Wall	xxxviii.	M. L. Oliver, Jr.	lxxviii.	C. R. Moore
ix.	M. E. Halsey	xxxix.	G. R. Quick	lxxix.	J. E. Delisle
X.	D. H. McClay	XI.	R. L. McDonald	lxxx.	R. H. Roe
xi.	H. G. Stockhoff	xli.	B. K. Clark	lxxx.	W. D. Hutchins
xii.	B. R. Rollins	xlii.	R. C. Hawker	lxxxii.	B. A. McDonald
xiii.	R. J. Small	xliii.	L. L. Jenkins	lxxxiii.	D. D. Poe
xiv.	L. G. Schaures	xliv.	R. D. Payant	lxxxiv.	D. E. Powell
xv.	B. W. Jones	Av.	C. C. Rasmussen	lxxxv.	J. C. Aycock
xvi.	D. A. Thurner	xlvi.	P. T. Nelson	lxxxvi.	G. D. King
xvii.	M. S. Nelson	xlvii.	A. L. Beickel	lxxxvii.	R. H. Brown
xviii.	G. A. Pfnister	xlviii.	E. F. True	lxxxviii.	M. W. Serrine
xix.	G. J. Davrainvill	Aix.	C. R. Woodward	lxxxix.	M. E. Spaulding, Jr.
XX.	G. T. Schwirse	Ix.	K. P. Fricke	lxxx.	J. R. Petersohn
xxi.	J. D. Evans, Jr.	Ixi.	P. L. Lafferty	lxxx.	B. K. Roe
xxii.	R. R. Broylescarr	Ixii.	B. J. Davison	lxxxii.	G. A. Gabriel
xxiii.	T. R. Gerlach	Ixiii.	J. C. Wise	lxxxiii.	R. W. Simonis
xxiv.	D. L. Huntsman	Ixiv.	G. R. Baker	lxxxiv.	T. S. Dewald
xxv.	R. D. Bowen	lxv.	G. A. Foster	lxxxv.	W. A. Dewald
xxvi.	H. J. Morgan	lxvi.	M. J. Gilleese	lxxxvi.	R. B. Rasico
xxvii.	E. G. Marcum	lxvii.	M. L. Goodwin	lxxxvii.	S. A. McCoy

xxviii. B. L. Jenkins	1xviii. S. D. Long	lxxxxviii. R. L. Shenfield
xxix. H. K. Montgomery	Ixix. K. K. Karnowski	lxxxxix. T. F. Zander
XXX D. S. Horstman	lxx. J. E. Jacobs, III	lxxxxx. R. D. Alexander
		lxxxxxi. L. L. Picker
		lxxxxxii. J. D. Skyles

b. Engineers not identified in Paragraph 4.a., above, will be paid the applicable line miles for their working trip.

5. The existing "Oregon" Collective Bargaining Agreement provision(s) providing constructive miles for certain engineers working in through freight service between Spokane and Hinkle shall be retained and continue to apply for those engineers eligible for such payments on the day prior to implementation of this Agreement. Specifically, said constructive miles will be paid as follows:

a. The following engineers will, when working in through freight service between Spokane and Hinkle, be paid 198 miles for their working trip.

- i. R. J. Cantrell
- ii. J. T. Carlyle
- iii. D. V. Baker
- iv. B. R. McKillip
- v. R. J. Kennedy
- vi. D. D. Hulbert
- vii. R. L. Billings
- viii. M. D. Barkdull
- ix. J. M. Jones
- X. T. H. Baker
- xi. E. J. Johnson
- xii. R. M. McElroy
- xiii. T. J. Osbum
- xiv. M. O. Wood
- xv. L. M. Bickford
- xvi. A. L. Dauenhauer
- xvii. L. W. Dorsey
- xviii. N. L. Knapp

b. Engineers not identified in Paragraph 5.a., above, will be paid 187 line miles for their working trip.

6. The existing Nampa - LaGrande interdivisional service agreement provision(s) providing constructive miles for certain engineers working in through freight service between LaGrande and Nampa shall be retained and continue to apply for those engineers eligible for such payments on the day prior to implementation of this Agreement. Specifically, said constructive miles will be paid as follows:

a. The following engineers will, when working in through freight service between LaGrande and Nampa, be paid 188 miles for their working trip (run):

- i. J. L. Goben
- ii. L. C. Batty, Jr.
- iii. G. R. Spencer

- iv. J. R. Folsom
- V. R. C. Springer
- vi. R. L. Bork
- vii. L. I. Knouse
- viii. M. W. Wall
- ix. M. E. Halsey
- X. D. H. McClay
- A. H. G. Stockhoff
- xii. J. D. Skyles
- xiii. B. R. Rollins
- xiv. R. J. Small
- xv. L. G. Schaures
- xvi. L. L. Ward
- xvii. E. H. Robertson
- xviii. T. W. Gough
- xix. G. E. Wilson

b. Engineers not identified in Paragraph 6.a., above, will be paid 182 line miles for their working trip.

7. Existing through freight pools in Zones 2 and 3 shall be governed by, but not limited to, the same ITD, FTD, HAHT and overtime rules (see Attachment "C"). Rules for future runs that are created pursuant to Article IX notices or other applicable National Agreement provisions shall be determined at that time and this provision shall set no precedence for future runs.

C. Engineers working in Zones 2 and 3 shall be governed by the Agreement between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, effective January 1, 1977, (commonly referred to as the "Idaho Agreement"), including the provisions set forth herein, all addenda and side letter agreements pertaining to that agreement and all previous National Agreement/Award/Implementing Document provisions still applicable. Except as provided herein, the system and national collective bargaining agreements, awards and interpretations shall prevail. None of the provisions of these agreements are retroactive.

D. In addition to the above, the following will govern in the area covered by this agreement:

Twenty-Five Mile Zone - At all home and away-from-home terminals, both inside and outside the Hub, 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.

NOTE: The "Twenty-Five Mile Zone" provision shall be applicable only at those locations where there is a reciprocal or similar arrangement in the adjoining hub or location. For example, a Pocatello – Green River through freight crew may not be used in a twenty-five mile- zone east of Green River because there is not a similar or reciprocal "Twenty-Five Mile Zone" agreement/arrangement at Green River.

VII. PROTECTION

A. Due to the parties voluntarily entering into this Agreement, Carrier agrees to provide New York Dock wage protection (automatic certification) to engineers listed on the Portland Hub Zone 2 or Zone 3 Master Seniority Rosters and working on an assignment as an engineer in said zones on the date this Agreement is implemented and to those engineers covered by Article II, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger Implementing Agreement for Portland Hub Zone 1. This protection will start with the effective (implementation) date of this agreement. The engineers 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. Protection offsets due to unavailability are set forth in the Questions and Answers and Side Letter #1 of this Agreement and in the New York Dock conditions.

B. This protection is wage only and hours will not be taken into account.

C. Engineers required to relocate under this agreement will be governed by the relocation provisions of New York Dock. Those required to relocate to Zone 2 or the Spokane sub-zone may elect, "in lieu" of New York Dock provisions, 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. 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.

NOTE: Engineers covered by Article II, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger Implementing Agreement for Portland Hub Zone 1 who elect to return to Portland Hub Zone will be afforded the relocation benefits of this Section C.

D. There will be no pyramiding of benefits.

E. National Agreement "Termination of Seniority" provisions shall not be applicable to Engineers hired prior to the effective date of this agreement.

F. Engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. Engineers assigned to Zone 2 or 3 master seniority rosters with an engineer seniority date prior to the date this Agreement is implemented shall have entry rate provisions waived and engineers acquiring seniority on or after that date shall be subject to the rate progression provisions of the controlling CBA. Those engineers leaving Zones 2 or 3 will be governed by the CBA where they then work. The provisions of this Paragraph F will apply only when said employees are working as an engineer and will not apply or be extended to employee's services in another craft.

VII. FAMILIARIZATION

A. Engineers involved in the consolidation of the Portland Hub Zones 2 and 3 whose assignments require performance of duties on a 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 on the new territory.

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 will impact the number of familiarization trips necessary. If disputes occur under this Article, they will be expeditiously addressed by the Director - Labor Relations and General Chairman.

C. It is understood that familiarization required to implement the merger consolidations herein will be accomplished by calling a qualified engineer (or Manager - Operating Practices) to work with an engineer called for service on a geographical territory not familiar to him or her. Engineers who work their assignment accompanied by an engineer taking a familiarization trip in connection with the implementation of this Agreement shall be paid twenty-eight dollars (\$28.00) in addition to all other earnings for that tour of duty. This payment shall not be used to offset extra board guarantee payments. The provisions of 3 (a) and (b) Training Conditions of the System Instructor Engineer Agreement shall apply to the regular engineer when the engineer taking the familiarization trip operates the locomotive.

NOTE 1: The \$28.00 payment set forth in Paragraph C, above, made to engineers working their assignment accompanied by an engineer taking a familiarization trip shall apply for a period of one (1) year, commencing with the implementation of this Agreement. Upon expiration of this one-year period, existing agreement rules and/or practices shall govern for payments, if any, to engineers accompanied by an engineer taking a familiarization trip.

NOTE 2: Prior to implementation, Carrier may begin familiarization trips, where necessary, to "pre-qualify" engineers. Likewise, Carrier may bulletin and assign (to be effective on implementation day) employees prior to implementation so employees will be in place on implementation day. If Carrier initiates such an effort to "pre-qualify" engineers, the \$28.00 payment set forth in Paragraph C, above, will be paid to eligible engineers who are accompanied by an engineer taking a familiarization trip.

IX. IMPLEMENTATION

- A.** Carrier shall give not less than a forty-five (45) day advanced written notice advising of its intent to implement this Agreement and of the number of initial positions that will be changed in the Hub, Thereafter, implementation provisions of the various articles shall govern any further changes.
- B.** All positions may be pre-advertised to close thirty (30) days prior to the effective date of this agreement. In conjunction with implementation of this Agreement, any employee who fails to sufficiently bid on, or obtain, a position may be assigned by Carrier to an unfilled position.
- C.** In conjunction with the implementation of this Agreement, it will not be necessary to bulletin all the jobs in Zones 2 and/or 3. Assignments which are not changed or impacted by the implementation of this Agreement need not be bulletined. Employees on such assignments will remain thereon in accordance with applicable Agreement provisions.
- D.** Engineers on a seniority district being divided either between Zones 2 and 3 or between the Spokane and Hinkle-LaGrande sub-zones, or who hold seniority in Portland Hub Zone 1 and are assigned positions at Hinkle will be canvassed by BLE Local Chairmen to determine and document their relocation decisions. The following shall govern canvassing of involved engineers:
1. Engineers at locations or on rosters required to make a relocation decision in connection with the implementation of this Agreement will be given a one-time opportunity to make such election. Engineers at locations or on rosters required to make a relocation decision will be contacted by the Local Chairmen. The engineers to be contacted and offered the opportunity to relocate will include:
 - a. Only engineers holding seniority on the UP 4th Seniority District, on the Idaho Seniority District and identified on Attachment "A," or in Portland Hub Zone 1 and assigned to positions at Hinkle will be canvassed.
 - b. The senior twenty-six (26) engineers holding seniority on the Idaho Seniority District and identified on Attachment "A" will be canvassed. Canvassing will cease once either twenty (20) engineers have elected to relocate to Zone 2 or the senior twenty-six (26) engineers have been contacted, whichever occurs first.
 - c. All engineers holding seniority in Portland Hub Zone 1 and assigned to positions at Hinkle pursuant to Article II, Section B, Paragraph 5 of the August 13, 1998 Merger Implementing Agreement (Portland Hub Zone 1) will be canvassed.
- NOTE: Subsequent to implementation of this Agreement, the provisions of Article II, Section B, Paragraph 5 will automatically terminate and will be of no force or effect. Employees electing to remain in Portland Hub Zone 1 must accordingly exercise their seniority in Zone 1.
- d. The senior nine (9) engineers holding seniority on the former UP 4th Seniority District and identified on Attachment "B" will be canvassed.
- E.** Engineers covered by this Article IX, Section D will be canvassed in seniority order and required to make their relocation decision within sixty (60) days of the date this Agreement is implemented. The employee's decision will be irrevocable. If an employee fails to make a decision, he or she will be considered as having elected to remain at his or her current location.

F. All canvassing must be completed by no later than thirty (30) days from the date this Agreement is signed.

X. SAVINGS CLAUSES

A. In the event the provisions of this Agreement conflict with existing collective bargaining agreement provisions, rules and/or practices, the provisions of this Agreement shall prevail.

B. The provisions of this Agreement are entered into without prejudice to either party's position and the parties agree not to cite this agreement in other negotiations or arbitration proceeding(s).

SIGNED THIS 28TH DAY OF FEBRUARY, 2001, IN POCA TELLO, IDAHO

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

s/ T. J. Donnigan
General Chairman

s/ D. M. Hahs
International Vice President

**FOR UNION PACIFIC RAILROAD
COMPANY:**

s/ T. G. Taggart
Director - Labor Relations

s/ W. E. Loomis
General Director Labor Relations

s/ A. Terry Olin
General Director - Employee Relations Planning

UP/BLE MERGER IMPLEMENTING AGREEMENT

PORTLAND HUB -- ZONES 2 & 3

QUESTIONS AND ANSWERS

ARTICLE I - PORTLAND HUB ZONES 2 AND 3

- Q1. Article I identifies the three zones for this Agreement. Do all the provisions of this Agreement apply to all three zones?
A1. No, while all three zones are mentioned in Article I, this Agreement covers Zones 2 and 3.

ARTICLE II - SENIORITY INTEGRATION AND CONSOLIDATION

- Q2. Are full time union officers, including full time state legislative board representatives, Company officers, medical leaves and those on leave working for government agencies covered under Article II, Section E?
A2. Yes.
- Q3. If Article IX of the 1986 National Arbitration Award is amended in the future, what will govern when that Article is mentioned in this Agreement?
A3. As in all cases, amendments to agreements govern unless previous rules are specifically retained in a savings clause in the amendment provisions.
- Q4. When this Agreement is implemented, which vacation agreement will apply?
A4. The vacation agreements used to schedule vacations for 2001 will be used for the remainder of 2001.

ARTICLE III - THROUGH FREIGHT POOL OPERATIONS

- Q5. What will be the mileage paid in the through freight assignments established or identified in Article III?
A5. The mileage paid will, except for constructive mileages specifically retained by this Agreement, or as stipulated in the existing Idaho Agreement, be the actual mileage, subject to applicable rules governing payment of a basic day, between the origin and destination points of the runs/assignments.
- Q6. Will existing pool freight terms and conditions apply on all pool freight runs?
A6. No. The terms and conditions set forth in the surviving collective bargaining agreements and this document, including Attachment "C", will govern.
- Q7. How will board standing be ordered for through freight pools in Zone 2?
A7. Board standing for engineers on Zone 2 through freight pools will be governed by existing Idaho Agreement rules.

- Q8. Employee A is listed on Attachment "A." Employee A is force assigned to a position as an engineer in Zone 3 east of Glens Ferry, but does not submit an application for the pool at Nampa. Will Employee A lose the rights associated with being listed on Attachment "A" and have his/her name removed from Attachment "A?"
- A8: Yes. In accordance with Article II, Section B, Paragraph 4, Employee A would have his or her name removed from Attachment A because he or she did not submit an application upon his/her assignment to the position outside the area for which Nampa is the source of supply.

ARTICLE IV - EXTRA BOARDS

- Q9. May an extra engineer from the consolidated extra board perform hours-of-service relief in any direction out of Spokane?
- A9. Yes.
- Q10. If the consolidated extra board at Spokane is not immediately established, may an extra engineer called, for example, from the "north" extra board, perform hours-of-service relief in any direction out of Spokane - i.e., perform multiple hours-of-service relief on either side or both sides of Spokane?
- A10. Yes, if qualified.
- Q11. If, for example, a work train goes on duty at Hinkle, dumps ballast west of Hinkle to Boardman and then returns to Hinkle to tie-up. Which Zone shall supply the engineer for this job?
- A11. Zone 2.
- Q12. If, for example, a work train goes on duty at Arlington, dumps ballast to Boardman and ties-up at Hinkle. Will a Zone 1 or a Zone 2 engineer be used on this job?
- A12. A Zone 1 engineer because the job goes on duty within the territory comprising Zone 1.
- Q13. An eastbound (Portland - Hinkle) through freight crew ties-up under the Hours-of-Service Act east of The Dalles. Who should be used to provide the hours-of- service relief for this crew?
- A13. An engineer from the nearest extra board - i.e., at The Dalles or at Hinkle, a Zone 1 interdivisional service through freight engineer at his or her away-from-home terminal, or a pool crew deadheaded in combination with service from Portland may be used with preference given to extra board engineers when they are available. Carrier will make a good faith call when determining the location where the crew tying up under the Hours-of-Service Act will be located.
- Q14. How many extra boards will be combined at implementation?
- A14. At the time this Agreement is signed, it is anticipated the extra boards at Hinkle will be combined.
- Q15. Are the extra boards established pursuant to this Agreement guaranteed?
- A15. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with Idaho guaranteed extra board agreement.

ARTICLE VI - AGREEMENT COVERAGE

- Q16. When the Idaho collective bargaining agreement becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in Zones 2 of the Portland Hub?
- A16. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date of this Agreement.
- Q17. Article VI (B) (1) refers to short turnaround service and Hours-of-Service relief being performed at home terminals by pool crews. Does this rule require that they be called before or after extra board crews are called?
- A17. No. At the home terminal of the assignment, if the extra board is exhausted regular vacancy procedures apply.
- Q18. Is Article VI (D) (1) a short turnaround rule?
- A18. No, it is a through freight provision which enables an engineer to get his/her own train outside the terminal and run it through the terminal.
- Q19. Do the references to Local Chairman refer only to BLE Local Chairmen?
- A19. Yes.
- Q20. Will Carrier provide copies of the Idaho Agreement as currently printed?
- A20. Yes. In addition, the parties will meet and review the current printing and prepare a list of amendments to that CBA and reprint a new CBA and Carrier shall distribute the new reprinting. The parties recognize this review may not be completed prior to implementation of this Agreement, but will endeavor to provide such copies as expeditiously as possible.
- Q21. Where does the 25-mile zone in Article VI (D) (1) start?
- A21. From the applicable switching limits at the involved location.
- Q22. 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 objective (destination) terminal, what will happen to the crew?
- A22. Except in cases of emergency, the crew will be deadheaded (in combination with service) to the objective (destination) terminal.
- Q23. Is it the intent of this agreement to use crews beyond the 25-mile zone?
- A23. No. The engineer would be operating off his or her assignment.
- Q24. In Article VI (D) (1), is the 1/2 basic day for operating in the 25-mile zone frozen and/or is it a duplicate payment/special allowance?
- A24. No, it is subject to future wage adjustments and is not a duplicate payment/special allowance.
- Q25. How is a crew paid if they operate in the 25-mile zone?
- A25. If a pre-October 31, 1985 train/engine service seniority date employee is transported to its train 10 miles east of Nampa and he/she takes the train to LaGrande and the time spent is one hour east of Nampa and 10 hours 30 minutes between Nampa and LaGrande with no initial or final delay earned, the employee shall be paid as follows:

- A. One-half basic day for the service east of Nampa because it is less than four hours spent in that service.
 - B. The applicable agreed-to road miles between Nampa and LaGrande.
 - C. Overtime based on the miles run between Nampa and LaGrande divided by 20 for the time up to the 10 hours and 30 minutes worked between those two points.
- Q26. Would a post-October 31, 1985 train/engine service employee be paid the same?
- A26. No. The National Disputes Committee has determined that post-October 31, 1985 train/engine service employees 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 overtime in C above but receive the payments in A & B.
- Q27. How will initial terminal delay be determined when performing service as outlined above?
- A27. 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.
- Q28. Will the pool freight operation between Spokane and Hinkle be considered, for pay purposes, as an interdivisional service run?
- A28. Yes.

ARTICLE VII - PROTECTION

- Q29. What rights does an engineer have if he or she is already covered under labor protection provisions resulting from another transaction?
- A29. Section 3 of New York Dock permits engineers to elect which labor protection they wish to be protected under. By agreement between the parties, if an engineer has three years remaining due to the previous implementation of Interdivisional Service the engineers may elect to remain under that protection for three years and then switch to the number of years remaining under New York Dock. It is important to remember that an engineer 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.
- Q30. How will reductions from protection be calculated?
- A30. 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 voluntary 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 voluntary 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** - 1/30 of the monthly test period average will be reduced for each voluntary absence of up to 24 hours or part thereof. Absences beyond 24 hours will result in another 1/30 reduction for each additional 24-hour period or part thereof.
- Q31. Why are there different dollar amounts for non-home owners and homeowners?
- A31. 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.
- Q32. Why is there one price on loss on sale of home?
- A32. 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 want to go through the procedures to claim the loss under New York Dock.
- Q33. What is loss on sale of home for less than fair value?
- A33. 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.
- Q34. If the parties cannot agree on the loss of fair value what happens?
- A34. 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.
- Q35. What happens if an engineer sells the home for \$20,000 to a family member?
- A35. That is not a bona fide sale and the engineer would not be entitled to either an in lieu of payment or a New York Dock payment for the difference below the fair value.
- Q36. What is the most difficult part of New York Dock in the sale transaction?
- A36. 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.
- Q37. Who is required to relocate and thus eligible for the allowance?
- A37. A prior rights engineer who can no longer hold a position at his or her location and must relocate to hold a position as a result of the merger. This excludes engineers who are borrow outs or forced inside the Hub and released, common engineers and engineers who have to exercise seniority in their prior rights area due to a non-merger event.
- Q38. At what point are engineers no longer entitled to relocation allowances?
- A38. The Agreement provides for a two-year window for applying for relocation allowances.
- Q39. When did the person need to be a homeowner to qualify as one for relocation purposes?
- A39. New York Dock protects homeowners due to loss on sale of home that are caused by the merger. If a non-homeowner purchases a home subsequent to Carrier's service of notice on June 15, 2000, the employee would not be considered as a homeowner because and would not be affected by the merger because they were not a homeowner at that time.

- Q40. Will engineers be allowed temporary lodging when relocating?
- A40. Engineers entitled to relocation provisions shall be given temporary lodging for thirty (30) consecutive days as long as they are marked up.
- Q41. When will reserve boards be established and under what conditions will they be governed?
- A41. Depending on manpower needs there may be engineers on reserve boards on implementation day. The reserve boards will be effective on that day however agreement provisions requiring all vacancies to be filled and the displacement of engineers not entitled to reserve board positions must be complied with prior to the Carrier opening reserve board positions. The reserve board provisions of the controlling CBA will govern its operation.
- Q42. What method will be used to determine the TPA for engineers covered by this Agreement and what period will be used for the TPA?
- A42. TPA's will, except as specifically set forth in this Agreement, be calculated in accordance with the provisions of New York Dock. The period used for determining TPA's will be either (1) the (12) month period immediately preceding implementation of this Agreement; (2) calendar year 2000; (3) calendar year 1999; or (4) calendar year 1998. The test period used will be that period of the four aforementioned periods which creates the highest test period average.
- Q43. How will union officers' TPA's be established?
- A43. The Carrier will average the earnings of the two engineers above and the two engineers below in like service usually performed by the union officer. If the resultant amount is greater than their regular TPA, it shall be used. In making the involved calculation(s), those engineers with unusually high or low TPA's will not be considered or used in such calculations.
- Q44. If an engineer is displaced from his or her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A44. An engineer's reduction from New York Dock protection would commence with the notification or attempted notification by Carrier and would continue until the engineer placed himself or herself.
- Q45. An engineer who holds seniority on Portland Hub Zone 1 and is assigned to a position at Hinkle pursuant to Article I, Section B, Paragraphs 5.a. and 5.b. of the August 13, 1998 Merger Implementing Agreement elects, when canvassed, to go back to Portland Hub Zone and not remain in Zone 2. Will he or she be entitled to the relocation benefits set forth in New York Dock and/or this Agreement?
- A45. Yes, provided he or she was not paid a relocation allowance or other such benefits in conjunction with implementation of the Portland Hub Zone 1 Merger Implementing Agreement.

Side Letter No. 1

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

During our discussions on New York Dock protection we discussed the issue of a pool engineer taking a single day paid absence, such as a personal leave day or a single day vacation, and the impact it will have on his or her protection, In an effort to simplify the process and to provide the pool engineer with an alternative, the parties agree that a pool engineer shall have one of the following options:

- (1) Elect a single paid personal leave or vacation day and hold their turn so that if it obtains a first out status they will be first out when they are marked up no less than 24 hours later, with no deduction from their protection; or
- (2) Elect a minimum of two consecutive days paid personal leave or vacation days on pools whose round trip district miles are 400 or less or a minimum of three consecutive days on pools whose round trip district miles are more than 400 miles and not hold their turns. If the minimum number of consecutive days are met for each round trip then no deduction will be made in their protection.

Question #1: If the round trip district miles of a run are 390 miles and initial and or final terminal delay make a payment over 400 miles, how many personal leave days must be used?

Answer #1: Only the district miles are used for determining the number of personal leave days to be used. In this case two personal leave days would qualify for no deduction.

Question #2: If the round trip district miles are over 400 miles, how is a deadhead counted?

Answer #2: Deadheads are already taken into account by using a 1/15th offset for pools. Since most pools do not average 15 round trips per month a 1/15th offset is less than using the average for each pool. As a result the round trip district miles are used for determining the number of personal leave days that would substitute for no offset and in this case three personal leave days would qualify.

Question #3: If an employee requests the minimum of 2 days for a 380-mile round trip, can the Carrier approve only 1 day?

Answer #3: No. Depending on the needs of service, either both days will be granted or both days declined.

(3) Elect a single paid personal leave or vacation day and not hold their turn resulting in payment of a single day with a corresponding 1/15th deduction from protection.

The option must be selected by the engineer at the time the personal leave or vacation day is granted. Engineers must file the protection form each time they take paid days in accordance with the above options. This letter will not apply to any engineer who does not have wage protection and when no engineer has such protection then this letter shall become null and void.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman BLE

Side Letter No. 2

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

The parties recognize there are certain "Oregon" Agreement provisions that are local in nature and need to be retained. These agreements or rules are specific to a unique operation or location that would not be covered under an Idaho Agreement rule. The parties agree to meet at our first opportunity and review what former "Oregon" Agreement rules should be retained and incorporated into the collective bargaining agreement for Zones 2 and 3. Failure to agree on all rules shall not interfere with or delay implementation of this Agreement for Zones 2 and 3.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

Side Letter No. 3

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

In conjunction with the parties' negotiations on the Merger Implementing Agreement for Zones 2 and 3 of the Portland Hub, we discussed expansion of seniority rights, obligations and opportunities for engineers assigned in the three zones comprising the Portland Hub.

This letter will confirm our agreement to meet following implementation of this Agreement to explore development of an agreement providing expanded seniority opportunities for engineers in the Portland Hub. Accordingly, the parties commit to pursue in good faith an arrangement that will simultaneously enhance engineer work opportunities and ensure Carrier's service needs are effectively and efficiently satisfied.

Yours truly,

s/ A Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

Side Letter No. 4

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

This refers to the parties' discussions in connection with the Merger Implementing Agreement for that portion of the Portland Hub not covered by the September 16, 1998 Merger Implementing Agreement for Portland Hub Zone 1.

During our negotiations, your organization raised a concern regarding the manner in which extra board vacancies and vacancies on other outlying positions are filled. In connection therewith, your organization pressed for modifications to existing rules governing the filling of such vacancies. The parties agree to seriously explore other avenues or alternatives for filling outlying extra board vacancies or vacancies on other outlying positions and to seek rule modifications that will benefit all involved. The parties also agree to commence these negotiations as soon as practicably possible following implementation of this Agreement.

If the foregoing properly and accurately reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

Side Letter No. 5

Mr. T. J. Donnigan
General Chairman, BLE
44 North Main
Layton, UT 84041

Dear Mr. Donnigan:

This refers to the parties' discussions in connection with the Merger Implementing Agreement for that portion of the Portland Hub not covered by the September 16, 1998 Merger Implementing Agreement for Portland Hub Zone 1.

Article IV, Section A, Paragraph 2.a. provides that a consolidated road/yard extra board may be established at Hinkle following the serving of a sixty (60)-day advanced written notice. Your organization voiced concerns in connection with the establishment of this consolidated extra board and its possible impact on yard engineers at Hinkle. To address these concerns, the parties agreed that in the event Carrier serves notice to establish the consolidated extra board, Carrier will meet with your organization to review and, if possible, address the impact establishing this extra board will have on Hinkle yard engineers. Failure to reach agreement on those issues or concerns will not preclude establishment of this consolidated road/yard extra board.

If the foregoing properly and accurately reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ T. J. Donnigan
General Chairman, BLE

ATTACHMENT "A"

MERGER IMPLEMENTING AGREEMENT

PORTLAND HUB -- ZONES 2 & 3

IDAHO SENIORITY DISTRICT ENGINEERS ASSIGNED RIGHTS TO

"NAMPA" POSITIONS IN THE LAGRANDE - NAMPA THROUGH FREIGHT POOL

<u>NAME</u>	<u>NAME</u>
L. L. Ward	R. L. Russell
E. H. Robertson	J. D. Egusquiza
T. W. Gough	A. R. Willis
W. L. Vollbrecht	T. T. Strickler
B. D. Kroll	F. C. Kuhn
J. O. Ortiz	R. R. Franks
M. L. Archuleta	G. E. Wilson
J. C. Shull	R. H. Tijerina
D. K. Collins	W. E. Wood Jr.
R. J. Santistevan	S. McAughey
R. K. Anderson	J. A. Ramage
A. J. Rasmusen	R. L. Rash
S. M. Schwalbe	R. S. Meyer
A. F. Gray	J. E. Moore
D. G. Washburn	P. M. Galloway
D. L. Wheeler	M. R. Roe
O. G. Connell	S. W. Brumbaugh
W. A. Link	G. L. Wheeler
O. K. Leonard	R. N. Patterson
S. K. Simmons	R. C. Goldsmith
S. J. Gardiner	D. C. Williams
L. L. Carr	J. D. Kelley
K. A. Rule	C. A. Stapleton
J. W. DeCleur	C. A. Sprague
B. O. Fuqua	R. L. Anderson
D. L. McCrory	M. R. Kelley
P. D. Short	T. J. Southwood
C. R. Hardesty	J. K. Adkins
B. B. Jones	S. D. Moore
J. D. Simmons	G. E. Suchy
R. D. Tines	R. L. Davis
	M. Hennessy

ATTACHMENT "B"

MERGER IMPLEMENTING AGREEMENT

PORTLAND HUB -- ZONES 2 & 3

FORMER 4th SENIORITY DISTRICT ENGINEERS ASSIGNED

LIMITED PRIOR RIGHTS IN THE HINKLE-LAGRANDE SUB-ZONE

NAME

R J CANTRELL
J T CARLYLE
D V BAKER
B R MCKILLIP
R J KENNEDY, JR
D E EISENBARTH
D W THOMPSON
D MILLER
R D SOWARDS
B K BALLER
D BALLER
C H SPRINGER
J T ETCHAMENDY

ATTACHMENT "C"

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE VI, SECTION B, PARAGRAPH 7 (BUT NOT LIMITED TO) OF THE **PORTLAND HUB (ZONES 2 AND 3) MERGER AGREEMENT** THAT WILL BE APPLICABLE TO ZONES 2 AND 3 POOL FREIGHT OPERATIONS IN THOSE ZONES (INCLUDING HELPERS),

1. **Initial Terminal Delay** - Engineers eligible for Initial Terminal Delay shall be paid on a minute basis 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. Existing definitions and interpretations of this rule will continue to apply even though not fully set forth in this document.
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** - Engineers who have an engineer/train service seniority date prior to October 31, 1985, shall begin overtime at the expiration of eight (8) hours for those through freight runs that are one hundred sixty miles or less and on runs in excess of one hundred sixty miles overtime will begin when the time on duty exceeds the miles run divided by 20, 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 UP 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. **Final Terminal Delay** - Engineers eligible for final terminal delay shall be paid in accordance with Article V of the May 19, 1986 BLE National Arbitration Award.

APPENDIX 56

MEMORANDUM OF AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC TRANSPORTATION COMPANY
and the
UNITED TRANSPORTATION UNION (E)
(Former Spokane International Railroad Company)
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

SPOKANE INTERNATIONAL RAILROAD COMPANY
PORTLAND HUB ZONE 2

In Finance Docket No. 32760, the Surface Transportation Board approved the merger of the Union Pacific Corporation, Union Pacific Railroad Company/Missouri Pacific Railroad Company (hereinafter, collectively referred to as "Carrier" or "UP") and Southern Pacific Rail Corporation, Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, SPCSL Corp., and the Denver & Rio Grande Western Railroad Company (hereinafter, collectively referred as "SP"). In approving this transaction, the STB imposed New York Dock labor protective Conditions.

The parties signatory to this agreement acknowledge a Merger Implementing Agreement - the Merger Implementing Agreement (Portland Hub) Zones 2 and 3 between Union Pacific Railroad Company, Southern Pacific Transportation Company and Brotherhood of Locomotive Engineers, dated February 28, 2001, has been executed as a result of Carrier's notice dated June 15, 2000. Additionally, the parties hereto acknowledge and agree Engineers who are currently covered by the former Spokane International Railroad Company Agreement will be considered as fully covered by the terms of the February 28, 2001 BLE Merger Implementing Agreement for Portland Hub Zones 2 and 3 with all rights and benefits set forth therein to apply equally to such engineers on the same basis as do all other engineers covered by said Merger Implementing Agreement.

Pursuant to New York Dock, and to achieve the public transportation benefits and operational changes made possible by this transaction, IT IS AGREED:

I. PORTLAND HUB ZONE 2

New seniority districts shall be created that encompasses the following area: UP territory including milepost 182.79 west of Seattle, Washington, to Eastport, Idaho, on the Spokane International to milepost 390.0 at Silver Bow, Montana, to milepost (Pocatello sub) 191.80 at McCammon, Idaho, and to milepost (Pocatello sub) 0.64 at Granger, Wyoming; SP territory from (including) Chemult, Oregon to the Portland Terminal.

- A. Zone 2 will include operations from, and including, Hinkle, Oregon, to, and including Huntington, Oregon, including the through freight run between LaGrande, Oregon and Nampa, Idaho, and from Hinkle, Oregon, to and including Eastport, Idaho on the former

Spokane International Railroad.

NOTE: This Zone is governed by the Merger Implementing agreement (Portland Hub) Zones 2 and 3 between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers.

- C. Any trackage or lines, either under lease or sale, that may be reacquired by UP will be included in the appropriate Zone.

II. SENIORITY INTEGRATION AND CONSOLIDATION

The following shall govern the consolidation of seniority for engineers holding seniority on the territory comprising the former Spokane International Railroad Company (hereinafter referred to as "SIRR" or 9th Seniority District):

- A. 1. A new seniority district and master seniority roster shall be created for Zone 2.

The master roster will be comprised of the following:

- a. Employees holding seniority, or in training, on the UP 3rd Seniority District;
 - b. Employees holding seniority, or in training, on the UP 4th Seniority District;
 - c. Employees holding seniority, or in training, on the UP 5th Seniority District;
 - d. Employees holding seniority, or in training, on the UP 9th (SIRR) Seniority District ;
 - e. Employees holding seniority on the UP Idaho District Seniority Roster who elect to permanently relocate to Zone 2; and,
 - f. Employees holding engineer seniority in Portland Hub Zone 1 and assigned to positions governed and protected by Article II, Section Paragraph 5 of the Merger Implementing Agreement (Portland Hub Zone 1) between Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, dated August 13, 1998, who elect permanently remain in Zone 2.
2. The new master roster shall also include all engineers on the rosters identified above who are borrowed out to other locations but who will return to this zone upon their release. The new master roster will not, however, include engineers from outside Zone 2 who are borrowed out to locations in Zone 2.
3. The Zone 2 master roster shall be created as follows:

- a. The engineers identified in Section A, Paragraph 1, above, shall be dovetailed and placed on the new master Zone 2 seniority roster based on their current engineer seniority date. Engineers from the 9th Seniority District (SIRR) will use their current engineer date on the existing SIRR engineer seniority roster.
 - b. If, in the process of placing SIRR employees on this roster, several engineers have identical seniority dates, the ranking of such engineers will be determined by the following:
 - i. If the employees have engineer seniority dates prior to November 1, 1985, they will be placed on the roster based on their earliest fireman seniority date on the SIRR fireman seniority roster. If the involved engineers have the same fireman seniority date, they shall be placed in the order of their earliest hire date with Carrier. If their hire dates are the same, and the procedure(s) set forth in Paragraph b. ii., below, do not resolve the matter of their roster placement, the parties shall promptly meet and agree regarding the proper roster placement and ordering for such employees.
 - ii. If engineers from different rosters have the same seniority date, they shall be placed on the new master roster as follows:
 - (a) Pre-November 1, 1985 engineers
 - [1]. Engineer's date and ranking as an engineer,
 - [2]. Fireman's date and ranking as a fireman,
 - [3]. Hire date and ranking as an employee.
 - (b) Post-October 31, 1985 engineers
 - [1]. Engineer's date and ranking as an engineer,
 - [2]. Switchman's/trainman's date and ranking as switchman/trainman,
 - [3]. Hire date and ranking as an employee.
4. The territory comprising Zone 2 will be divided into two prior rights sub-zones - the "Spokane" sub-zone and the "Hinkle-LaGrande" sub-zone. The territories comprising these prior rights sub-zones will be as follows:
- a. "Spokane" sub-zone -- Eastport, Idaho to, but not including, Ayer, Washington, and all track, lines, yards and facilities between these locations.
 - b. "Hinkle-LaGrande" sub-zone - Hinkle to, and including, Huntington, Oregon, and, including, Ayer, Washington, and all track, lines, yards and facilities between these locations.

NOTE: The "Hinkle-LaGrande" sub-zone will also include service to the utility plant near Boardman, service to Castle and other points west of Hinkle and dogcatching west of Hinkle, as well as those assignments with on-duty points at Hinkle.

5. A prior rights roster will be established for each sub-zone by dovetailing the seniority of the engineers assigned to the sub-zone. Both the Zone 2 and sub-zone seniority will be established by using the engineer's earliest retained seniority from the existing SIRR roster. Engineers holding seniority, or in training, on the UP 9th Seniority District (SIRR) on the date this Agreement is implemented will be granted prior rights in the Spokane sub-zone. An engineer may hold a position on only one (1) sub-zone prior rights roster.
6. Employees acquiring engineer seniority on Zone 2 subsequent to the date this Agreement is implemented will not be assigned prior rights in the Spokane or Hinkle-LaGrande sub-zones and will be considered as common Zone 2 engineers.
7. Existing agreement rules and arrangements governing prior rights for SIRR engineers in the territory comprising Zone 2 are, effective with implementation of this Agreement, superseded by the provisions set forth herein.
8. SIRR engineers on an authorized leave of absence, holding official positions - i.e., company officers - or dismissed from service and later reinstated will be placed on the Zone 2 master roster and Spokane sub-zone roster. The parties will create an inactive roster for such engineers until they return to service in Zone 2, at which time they will be placed on the Zone 2 master roster and the Spokane sub-zone roster and removed from the inactive roster.

III. THROUGH FREIGHT POOL OPERATIONS

Subject to applicable provisions of this Agreement and the controlling collective bargaining agreement for Zone 2, the existing run between Spokane and Eastport will be retained, with Spokane remaining as the home terminal.

IV. EXTRA BOARDS

- A. Carrier may consolidate the extra board at Spokane by the serving of a sixty (60)-day advanced written notice.
- B. If implementation of a consolidated extra board at Spokane is postponed, two extra boards at Spokane will be established - (1) a "north" extra board to protect vacancies, service and Hours-of-Service relief on the territory between, and including, Spokane and Eastport, including Trentwood; and, (2) a "south" extra board to protect vacancies, service and Hours-of-Service relief between (excluding) Spokane and (excluding) Ayer.

V. TERMINAL AND OTHER CONSOLIDATIONS

There are no changes in terminal limits or other consolidations contemplated for the yards in/near Spokane.

VI. AGREEMENT COVERAGE

- A. General Conditions for Spokane Terminal/Yard Operations

1. Initial delay and final delay will be governed by the controlling collective bargaining agreement.
2. Engineers will be transported to/from their trains and/or to/from their designated on/off duty point in accordance with Article VIII, Section 1 of the May 1986 National Agreement. Carrier shall designate the on/off duty points for engineers.
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.

B. General Conditions for Pool Operations

Upon implementation of the BLE Merger Implementing Agreement for Portland Hub Zones 2 and 3, the terms and conditions for pool operations between Spokane and Eastport shall be those of the surviving collective bargaining agreement, as modified by applicable National Agreements, awards and implementing documents, and including the UP/SP Merger Implementing Agreement for Zones 2 and 3 and the following.

1. Item Nos. 2, 3 and 4 of Appendix "D" of the Yahk, B. C. Agreement, effective September 26, 1955, will be retained and applicable only for the former Spokane International Railroad engineers identified below:
 - a. E. J. Johnson
 - b. R. M. McElroy
 - c. T. J. Osburn
 - d. M. O. Wood
 - e. L. M. Bickford
 - f. A. L. Dauenhauer
 - g. L. W. Dorsey
 - h. N. L. Knapp
 - i. J. L. Thorne
 - j. D. D. Davis
 - k. R. M. Chambers (Replaces T. H. Baker by agreement dated July 17, 2007)
 - l. J. L. Sheridan

Item Nos. 2, 3 and 4 of Appendix "D" of the Yahk, B.C. Agreement, effective September 26, 1955, reads as follows:

- "2. Crews operating through Eastport on turnaround run from Bonners Ferry, Idaho, to Eastport to Bonners Ferry shall be given an arbitrary allowance of one (1) hour in addition to all other compensation.
- "3. Crews operating to Eastport as a terminal will be given an arbitrary allowance of one-half (1/2) hour for operating into Eastport and one-half (1/2) hour for operating out of Eastport in addition to all of their compensation.
- "4. The arbitrary allowance shall apply to freight trains and not to snow plows or work-trains."

NOTE: It is the parties' intent that an SIRR engineer presently entitled to receipt of the above-referenced payment shall continue to be entitled to such payment subsequent to implementation of the UP/SP BLE Merger Implementing Agreement for Portland Hub Zones 2 and 3.

- C. 1. Coincident with implementation of this Agreement and the BLE Merger Implementing Agreement for Portland Hub Zones 2 and 3, the provisions of the Agreement between Spokane International Railroad Company and the Brotherhood of Locomotive Firemen and Enginemen (UTU - E), effective May 1, 1958, and all understandings, practices, and interpretations associated therewith, will be automatically terminated and of no future force or effect.
- 2. SIRR engineers working in the territory comprising the former Spokane International Railroad Company and/or in Zone 2 shall be governed by the Agreement between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, effective January 1, 1977, (commonly referred to as the "Idaho Agreement"), including the provisions set forth herein, all addenda and side letter agreements pertaining to that agreement and all previous National Agreement/Award/Implementing Document provisions still applicable.
- D. National Agreement "Termination of Seniority" provisions shall not be applicable to SIRR engineers hired prior to the effective date of this agreement.
- E. SIRR engineers will be treated for vacation, payment of arbitraries and personal leave days as though all their service on their original railroad had been performed on the merged railroad. SIRR engineers assigned to the Zone 2 master seniority roster with an engineer seniority date prior to the date this Agreement is implemented shall have entry rate provisions waived and engineers acquiring seniority on or after that date shall be subject to the rate progression provisions of the controlling CBA.

VII. IMPLEMENTATION

- A. Carrier shall give not less than a forty-five (45)-day advanced written notice advising of its intent to implement this Agreement and of the number of initial positions that will be changed in the Hub. Thereafter, implementation provisions of the various articles shall govern any further changes.
- B. All positions may be pre-advertised to close thirty (30) days prior to the effective date of this agreement. In conjunction with implementation of this Agreement, any employee who fails to sufficiently bid on, or obtain, a position may be assigned by Carrier to an unfilled position.
- C. In conjunction with the implementation of this Agreement, it will not be necessary to bulletin all the jobs in Zones 2. Assignments which are not changed or impacted by the implementation of this Agreement need not be bulletined. Employees on such assignments will remain thereon in accordance with applicable Agreement provisions.

VII. SAVINGS CLAUSES

- A. In the event the provisions of this Agreement conflict with existing collective bargaining agreement provisions, rules and/or practices, the controlling collective bargaining

agreement, including the UP/SP BLE Merger Implementing Agreement for Zones 2 and 3, shall prevail.

B. The provisions of this Agreement are entered into without prejudice to either party's position and the parties agree not to cite this agreement in other negotiations or arbitration proceeding(s).

SIGNED THIS 29th DAY OF MARCH, 2001, IN POCA TELLO, IDAHO

**FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:**

s/ T. J. Donnigan
General Chairman

s/ D. M. Hahs
International Vice President

**FOR UNION PACIFIC RAILROAD
COMPANY:**

s/ T. G. Taggart
Director – Labor Relations

s/ W. E. Loomis
General Director - Labor Relations

s/ A. Terry Olin
General Director - Employee Relations Planning

**FOR THE UNITED TRANSPORTATION
UNION:**

s/ D. L. Hazlett
General Chairperson

s/ A. Martin, III
International Vice President

UP/UTU MERGER IMPLEMENTING AGREEMENT
PORTLAND HUB -- ZONE 2 (SIRR)

QUESTIONS AND ANSWERS

ARTICLE II - SENIORITY INTEGRATION AND CONSOLIDATION

- Q1. Are full time union officers, including full time state legislative board representatives, Company officers, medical leaves and those on leave working for government agencies covered under Article II, Section B?
- A1. Yes.
- Q2. If Article IX of the 1986 National Arbitration Award is amended in the future, what will govern when that Article is mentioned in this Agreement?
- A2. As in all cases, amendments to agreements govern unless previous rules are specifically retained in a savings clause in the amendment provisions.
- Q3. When this Agreement is implemented, which vacation agreement will apply?
- A3. The vacation agreements used to schedule vacations for 2001 will be used for the remainder of 2001. Thereafter, the controlling collective bargaining agreement provisions shall apply.

ARTICLE III - THROUGH FREIGHT POOL OPERATIONS

- Q5. Will existing pool freight terms and conditions apply to the Spokane - Eastport pool freight run?
- A5. No. The terms and conditions set forth in the controlling collective bargaining agreements, including Attachment "C" of the UP/SP BLE Merger Implementing Agreement for Zones 2 and 3, will govern.
- Q6. How will board standing be ordered for the Spokane - Eastport through freight pool?
- A6. Board standing for engineers on the Spokane - Eastport through freight pools will be governed by provisions of the controlling collective bargaining agreement.

ARTICLE VI - AGREEMENT COVERAGE

- Q7. When the Idaho collective bargaining agreement becomes effective what happens to existing claims filed under SIRR collective bargaining agreement?
- A7. The existing claims shall continue to be handled in accordance with the SIRR collective bargaining agreement and the Railway Labor Act. No new claims shall be filed under the SIRR collective bargaining agreements once the time limit for filing claims has expired for events that took place prior to the implementation date of this Agreement.
- Q8. Will Carrier provide copies of the controlling collective bargaining agreement as currently printed?
- A8. Yes, In addition the parties will meet and review the current printing and prepare a list of amendments to that CBA and reprint a new CBA and Carrier shall distribute the new reprinting.

Side Letter No. 1

Mr. D. L. Hazlett
General Chairperson, UTU
5990 SW 28th Street, Suite F
Topeka, KS 66614-4181

Dear Mr. Hazlett:

This has reference to our discussions in connection with the UP/SP New York Dock Merger Implementing Agreement for Portland Hub Zone 2 covering Spokane International Railroad engineers and, specifically, a concern regarding entitlement of engineers covered by the SIRR collective bargaining agreement to personal leave days in 2001 once they become covered by the BLE "Idaho" collective bargaining agreement.

This matter focused on the fact that in 2000 and preceding years, SIRR engineers were not entitled to receive personal leave days and thus were not subject to the qualification criteria set forth in the 1996 BLE National Agreement. Consequently, the possibility exists some SIRR engineers might not qualify in 2001 for personal leave days. This letter will confirm Carrier's commitment that for calendar year 2001 only, former SIRR engineers will be entitled to receive their applicable allotment of personal leave days for that year, subject to the applicable length of service qualification(s) set forth in the 1996 BLE National Agreement. Any qualification criterion predicated on service levels (trips, days worked, etc.) in shall be waived. This understanding shall apply only to prior rights SIRR engineers.

All personal leave day entitlements for such engineers subsequent to 2001 shall thereafter be subject to the controlling collective bargaining agreement and this Side Letter No. 2 shall automatically become null and void.

If the foregoing fully and accurately reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ D. L. Hazlett
General Chairperson, UTU

Side Letter No. 2

Mr. D. L. Hazlett
General Chairperson, UTU
5990 SW 28th Street, Suite F
Topeka, KS 66614-4181

Mr. T. J. Donnigan
General Chairman, BLE
44 N. Main
Layton, UT 84041

Gentlemen:

This has reference to our discussions in connection with the UP/SP New York Dock Merger Implementing Agreement for Portland Hub Zone 2 covering Spokane International Railroad engineers.

Former SIRR engineers working in Zone 2 of the Portland Hub shall be governed by the Agreement between the Union Pacific Railroad Company and the Brotherhood of Locomotive Engineers, effective January 1, 1977 (the "Idaho Agreement"). In connection therewith, this letter shall confirm the parties' intent that such employees working as firemen, hostlers or engineers(firemen)-in-training (student engineers) are not covered by the provisions of Article VI, Section C, Paragraph 1 of the BLE Merger Implementing Agreement and are thus not covered by the BLE Idaho Agreement. Accordingly, employees working as firemen, hostlers or engineers(firemen)-in-training (student engineers) will continue to be covered by applicable UTU Agreement provisions.

If the foregoing fully and accurately reflects our understandings, please so indicate by affixing your signature in the space provided below.

Yours truly,

s/ A. Terry Olin

AGREED:

s/ D. L. Hazlett
General Chairperson, UTU

s/ T. J. Donnigan
General Chairman, BLE

APPENDIX 57

MERGER IMPLEMENTING AGREEMENT
(Salt Lake Hub)
between the
UNION PACIFIC RAILROAD COMPANY
SOUTHERN PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

In Finance Docket No. 32760, the Surface Transportation Board approved the merger of Union Pacific Railroad Company/Missouri Pacific Railroad Company (Union Pacific or UP) with the Southern Pacific Transportation Company, the SPCSL Corp., the SSW Railway and the Denver and Rio Grande Western Railroad Company (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. SALT LAKE HUB.

A new seniority district shall be created that is within the following area: DRGW mile post 446.5 at Grand Junction, UP mile post 161.02 at Yermo, UP mile post 665.0 and SP mile post 553.0 at Elko, UP mile post 110.0 at McCammon and UP mile post 847 at Granger and all stations, branch lines, industrial leads and main line between the points identified.

II. SENIORITY AND WORK CONSOLIDATION.

The following seniority consolidation will be made:

- A.** A new seniority district will be formed and a master Engineer Seniority Roster--UP/BLE Salt Lake Hub Merged Roster #1--will be created for the employees working as engineers in the Salt Lake Hub on December 1, 1996. The new roster will be created as follows:
1. Engineers placed on this new roster will be dovetailed based upon the employee's current engineer's date. If this process results in employees having identical seniority dates, seniority will be determined by the employee's hire date.

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 subsequent to the adoption of this agreement will have no prior rights. Any employee who enters engineer training on or after December 1, 1996, will hold no prior rights.
4. Prior rights rosters will be developed for all employees on the merged master roster reflecting their previous seniority areas that remain in the Hub.

B. Engineers assigned to the merged roster with a seniority date prior to December 1, 1996, will be accorded primary prior rights and secondary prior rights with dovetail rights being the final determination for selection purposes to pool operations during the interim period as follows:

<u>POOL</u>	<u>PRIMARY</u>	<u>SECONDARY</u>	<u>DOVETAIL</u>
SLC-MILFORD	S. CENTRAL	NONE	YES
SLC-POCATELLO	IDAHO	NONE	YES
SLC-Green River	UPED/IDAHO-ratio	NONE	YES
OG-Green River	UPED	DRGW	YES
OG-ELKO	SP	WP	YES
SLC-ELKO	WP	SP	YES
SLC-Provo/Helper/ Grand Jct.	DRGW	NONE	YES
SLC-PROVO	DRGW	NONE	YES
Milford-Provo/Helper	SO. CENTRAL	DRGW	YES
Milford-Las Vegas	So. Central/Las Vegas	NONE	YES
Las Vegas-Yermo	LAS VEGAS	NONE	YES

Note 1: The Carrier does not plan Salt Lake City - Ogden pool operations and this service will be handled by an extra board or road switcher service. If sufficient extra board work develops to sustain a pool of 4 or more engineers, then a pool shall be established and pro rated on a 50/50 basis with Idaho prior right engineers taking the odd numbered turns and DRGW prior right engineers taking the even numbered turns.

Note 2: Salt Lake City - Helper may be combined with either the Salt Lake City - Grand Junction or the Salt Lake City - Provo pool.

Note 3: This Section does not limit the Carrier to these pool operations. New pools operated on prior rights areas will have the same primary prior rights and those that operate over two prior right areas will be manned from the dovetail roster.

Note 4: The Salt Lake City-Elko pool and the Salt Lake City-Grand Junction pool shall be single-headed operations with Salt Lake City as the home terminal. The Carrier shall give ten days written notice of the change to single headed pools if not given in the original 30 day implementation notice.

1. Any engineer from a prior right area on or before December 1, 1996, but currently reduced from the engineer's working list shall also be placed on dovetail and prior rights rosters and retain prior rights in the appropriate area. Engineers currently forced to the Salt Lake Hub or borrowed out to the Salt Lake Hub will be released when their services are no longer required and will not establish a permanent date on the new roster.

C. Yard crews will not be restricted in a terminal where they can operate but the following will govern which employees will have preference for assignments that go on duty in the following areas:

<u>LOCATION</u>	<u>PRIMARY</u>	<u>SECONDARY</u>	<u>DOVETAIL</u>
ROPER	DRGW	NONE	YES
SLC-NorthYard/Intermodal	IDAHO	NONE	YES
OGDEN	OURD/IDAHO	SP	YES
ELKO	WP	SP	YES
CARLIN	SP	WP	YES
PROVO	DRGW	South Central	YES
Transfer Jobs	On Duty Point	NONE	YES
LAS VEGAS	LAS VEGAS	NONE	YES

D. Road Switchers will work in a given area and may cross prior right boundaries. Employees shall have preference to road switchers based on the on duty points:

1. Salt Lake City - North: Idaho.
2. Salt Lake City - Provo: DRGW
3. Provo - Milford: South Central
4. Salt Lake City - Milford via Tintic: South Central

5. In other areas the prior rights of the on duty points will govern.

- E. Locals that continue current operations shall be prior righted. Locals that operate over more than one prior rights area shall be assigned from the dovetailed roster.
- F. Student engineers in training on December 1, 1996, will be assigned prior rights based on the area designated in the bulletin seeking application for engine service.
- G. It is understood that certain runs home terminated in the Salt Lake Hub will have away-from-home terminals outside the Salt Lake Hub and that certain runs home terminated outside the Salt Lake Hub will have away-from-home terminals inside the Salt Lake Hub. Examples are: Salt Lake City/Ogden runs to Green River and Pocatello, and Portola/Sparks to Elko. 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, Sparks will continue to be the home terminal for Sparks/Elko runs and a double headed pool will not be established.
- H. All engineer vacancies within the Salt Lake Hub must be filled prior to any engineer being reduced from the working list or prior to engineers being permitted to exercise to any reserve, protection or supplemental boards.
- I. All engine service seniority outside the Salt Lake Hub will be held in abeyance during the interim period. Engineers working outside the Salt Lake Hub but currently holding seniority in the Salt Lake Hub will not be able to exercise seniority into the Salt Lake Hub during the interim period. The parties will handle the seniority finalization process in a side letter.
- J. 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 Salt Lake 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/Award rate progression provisions. The entry rate provisions shall be waived during the interim period. Those engineers leaving the Salt Lake Hub will be governed by the collective bargaining agreement where they relocate.
- K. WP/OUR&D employees with reserve engineer service seniority on their original railroad will not retain that seniority after the interim period and such seniority may not be used during the interim period.

III. TERMINAL CONSOLIDATIONS.

The terminal consolidations will be implemented in accordance with the following provisions:

- A. **Salt Lake City/Ogden Metro Complex.** A new consolidated Salt Lake City/Ogden Metro Complex will be created to include the entire area within and including the following trackage:

Ogden mile posts 989.0 UP east, 3.25 UP north and 780.21 SP west and to Salt Lake City mile posts 739.0 DRGW south and 781.17 UP west.

- 1. All UP and SP pool, local, work train and road switcher operations within the SLC/Ogden Metro Complex shall be combined into a unified operation.

2. All road crews may receive/leave their trains at any location within the boundaries of the new complex and may perform any work within those boundaries pursuant to the controlling collective bargaining agreements. The Carrier will designate the on/off duty points for road crews within the new complex with the on/off duty points having appropriate facilities for inclement weather and other facilities as currently required in the collective bargaining agreement.
3. 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.
4. In addition to the consolidated complex, all UP and SP operations within the greater Salt Lake City area and all UP and SP operations (including the OUR&D) within the greater Ogden area shall be consolidated into two, separate terminal operations. The existing switching limits at Ogden will now include the former SP rail line to SP Milepost 780.21. The existing UP switching limits at Salt Lake City will now include the Roper Yard switching limits (former DRGW) to DRGW Milepost 739.0.

B. Provo. All UP and SP operations within the greater Provo area shall be consolidated into a unified terminal operation.

C. Elko/Carlin. All UP and SP operations within the greater Elko and Carlin area shall be consolidated into a unified terminal operation at Elko. Carlin will become a station enroute.

D. 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 any location within the Hub may perform such service in all directions out of their 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 Salt Lake City Hub:

1. **Salt Lake City - Elko and Ogden - Elko.** These operations may be run as either two separate pools or as a combined pool with the home terminal within the Salt Lake City/Ogden metro complex. This pool service shall be subject to the following:
 - (a) If the pools are combined, then the former SP and WP engineers shall have prior rights on a 40/60 basis.
 - (b) If separate pools, the Carrier may operate the crews at the far terminal of Elko as one pool back to the metro complex with the crew being transported by the Carrier back to its original on duty point at the end of their service trip.
 - (c) The Carrier must give ten days written notice of its intent to change the number of pools or to combine the pools at Elko for a single pool returning to Salt Lake City/Ogden.
 - (d) Since Elko will no longer be a home terminal for pool freight operations east to the metro complex a sufficient number of pool and extra board employees will be relocated to the metro complex.

2. **Salt Lake City - Green River/Pocatello and Ogden - Green River.** These operations may be run as either one, two, or three separate pools. If as a combined pool, the home terminal will be within the metro complex. The carrier must give ten days written notice of its intent to change the number of pools. If run as a combined pool then prior rights, if still applicable, to the pool shall be based on the percentages that existed on the day the ten day notice is given.

Example: The Salt Lake-Green River and Salt Lake-Pocatello pools are combined. At the time the pools are combined, the Pocatello pool has six turns and the Green River pool has twenty turns with the former 7th District holding sixteen turns and the former Idaho holding four turns. The six Pocatello turns are added to the twenty turns for a total of twenty-six, broken down as follows:

former 7th District $16/26 = 62\%$; former Idaho $10/26 = 38\%$

3. **Salt Lake City - Grand Junction/Helper/ Milford/ Provo.** These operations may be run as either one, two, three or four separate pools with the home terminal within the metro complex. The carrier must give ten days written notice of its intent to change the number of pools. If run as a combined pool(s) then prior rights to the pool(s) shall be based on the percentages that existed on the day the ten day notice is given.

4. **Helper-Grand Junction/Provo and Milford-Provo/Helper.** Each of these operations will be run as a single pool.

5. **Other Service.** 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 the new seniority district.

Note: All service, both interim and final, with on duty points at Elko, operating to Winnemucca, but not including Winnemucca, shall be operated as part of the Salt Lake City Hub.

6. The operations listed in A 1-4 above, may be implemented separately, in groups or collectively, upon ten (10) days written notice by the Carrier to the General Chairman. Implementation notices governing item (5) above, shall be governed by applicable collective bargaining agreements.

Note 1: While the Sparks-Carlin and Wendel-Carlin pools are not covered in this notice it is understood that they will operate Sparks-Elko and Wendel-Elko and will be paid actual miles when operating trains between these two points pursuant to the current collective bargaining agreements and will be further handled when merger coordinations are handled for that area.

Note 2: The Portola-Elko and Winnemucca-Elko pools shall continue to operate pursuant to the current collective bargaining agreements and will be further handled when merger coordination's are handled for that area.

- 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 Salt Lake City, Ogden, Elko, Milford, Grand Junction, Helper, Provo, Green River, Las Vegas, Yermo and Pocatello 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 (½) 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 Salt Lake City-Milford crew receives their north bound train ten miles south of Milford but within the 25 mile zone limits and runs to Salt Lake. They shall be paid the actual miles established for the Salt Lake-Milford run and an additional one-half basic day for handling the train from the point ten (10) miles south of Milford back through Milford.

Note: Crews receiving their trains on the far side of their terminal but within the Salt Lake-Ogden complex shall be paid under this provision.

2. **Turnaround Service/Hours of Service Relief.** Except as provided in (1) above, turnaround service/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 handle this service in all directions out of a terminal.
3. **Runarounds.** A terminal runaround occurs when engineers from the same pool, going to the same destination, depart the same yard in other than the order called and both trains have their power attached to their train. "Depart" means that a train has started moving on the track it was made up in.

Example 1: Two engineers are called on duty in the Salt Lake-Green River pool. The first out engineer receives his/her train in the Salt Lake North Yard and the second out engineer receives his or her train in the Roper Yard. There cannot be a terminal runaround because the engineers did not depart from the same yard.

Example 2: Two engineers are called on duty in the Salt Lake-Green River pool and both engineers receive their trains in the Roper Yard. If both trains have their power attached a terminal runaround can occur.

Example 3: Same set of facts as example 2, however, one engineer is required to go to the mechanical facilities to obtain all or part of their power. If the second engineer departs the yard prior to the first engineer returning to their train and putting their power on it, no runaround has occurred.

Example 4: Two engineers are called from the same pool and the first one is called Salt Lake-Green River and the other is called Salt Lake-Pocatello. No runaround can occur even if they depart from the same yard.

Note: Crews leaving on trains located on main lines and other trackage between specific yard confines cannot be runaround by crews obtaining their trains within those yard confines and vis versa.

4. Nothing in this Section B (1), (2) and (3) prevents the use of other employees 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 employee from a following train to work a preceding train.

C. Agreement coverage. Employees working in the Salt Lake Hub shall be governed, in addition to the provisions of this Agreement by the UP Agreement covering the BLE Northern Idaho 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 provisions still applicable, except the UPED Guaranteed Extra Board Agreement shall replace the Northern Idaho Extra Board Agreement in the Salt Lake Hub. 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 Salt Lake 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 vacancies and other extra board work in or out of the Salt Lake City/Ogden metro complex or in the vicinity thereof:

1. **Ogden :** One (1) extra board to protect the Ogden-Green River Pool, and the Ogden-Elko Pool (if pools are operated separately), the Ogden yard assignments and all road switchers, locals and work trains between Ogden-Green River, Clearfield-McCammon and Ogden-Elko.
2. **Salt Lake North:** One (1) extra board to protect the Salt Lake-Pocatello/Green River Pool, the Salt Lake-Elko pool, all Salt Lake Yard assignments and all road switchers, locals and work trains between Salt Lake to Wendover and Salt Lake to Clearfield except work trains may work all the way to Ogden.

Note: If the Carrier operates Metro Complex pools to Pocatello/ Green River and Elko then the above extra boards will convert to two extra boards with one extra board covering east pool freight and one covering west pool freight. The east extra board will also cover all road switcher, locals, yard assignments and work trains at or between Salt Lake and Pocatello/Green River/Ogden with the west extra board covering these assignments between Ogden/Salt Lake and Elko.

3. **Salt Lake South:** One (1) extra board to protect Salt Lake-Milford/Helper/Grand Junction/Provo pool(s) and all yard, road switcher, local and work train assignments in this area.

Note: The Carrier may operate more than the three extra boards in the Salt Lake Metro complex. When more than three extra boards are 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 or keep extra boards at outside points such as Milford, Provo, Helper, Elko, Las Vegas etc., to meet the needs of service pursuant to the designated collective bargaining agreement provisions.

C. At any location where both UP and SP/DRGW extra boards exist the Carrier may combine these boards into one board.

D. The Ogden and Salt Lake extra boards shall be filled off the dovetail roster. Extra Boards in prior right areas shall be filled using that method. Extra boards at dual locations shall be filled on a 50/50 basis from the dovetail roster. At Grand Junction the extra board will be a combination east-west 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 Salt Lake Hub Merged Roster #1 and working an engineer assignment (including a protection board) during the interim period or relocated under this agreement to a point outside the Salt Lake 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 party's 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 Salt Lake Hub under the provisions of this Agreement shall take their New York Dock wage protection with them. When relocating outside the Salt Lake 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 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 prior right roster:
 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 prior rights roster (DRGW, South Central, Idaho/OUR&D, UPED, WP, Las Vegas and Southern Pacific West) shall have one protection board except the WP will have one at Salt Lake City and one at Elko and the DRGW will have one at Grand Junction and one at Salt Lake City. An employee must hold prior rights on that roster to be eligible to hold the protection board.
- D.** If any roster(s) have a surplus and other roster(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 area.
 2. The senior applicant from the other roster(s) where there are surplus shall be assigned to the vacancies.
 3. If there are no applicants, the most junior employee on the protection board(s) shall be forced unless junior employees are working in their prior right area and they elect to displace the junior employee who shall, in turn, be forced to fill the vacancies.

4. Employees forced to relocate as a result of these provisions shall be governed by the relocating provisions of this agreement. Seniority relocations are not covered under New York Dock.

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 prior right areas will not be covered by this agreement or New York Dock.

- E. The Carrier will identify other locations outside the Salt Lake Hub 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. The surplus DRGW/MPUL employees at Pueblo shall have the first opportunity to go to Dalhart. Surplus engineers in the Salt Lake Hub shall have the first opportunity to go to locations on their former seniority districts outside the Salt Lake Hub.
- F. During the interim period, at locations outside the Salt Lake Hub where shortages exist and an insufficient number of applications are received for vacant positions, the junior engineer holding a surplus position in either the Salt Lake or Denver Hub not having an application accepted to a shortage location shall be forced to the vacancy. If they are senior to other engineers 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 Salt Lake Hub, with the junior engineer being forced to the location. An engineer may not displace a junior engineer that has different prior rights if that other engineer is utilizing those prior rights.
- 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. Each protection board shall be used as follows:
 1. The protection board shall be a supplemental board to be used when the extra board(s) 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.

VIII. IMPLEMENTATION.

- A.** The parties have entered into this agreement to implement the merger of the Union Pacific and Southern Pacific railroad operations in the area covered by Notice 19W and any amended notices thereto.

In addition, the parties understand that the overall 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 to not require several relocations of an employee as the different areas are implemented. It is understood that some locations will have surpluses and others will have shortages as track improvements permit additional traffic volumes. It would be in the best interests of all individuals if final decisions on relocations were delayed where possible until the implementation of operations is more complete. This would give employees a more knowledgeable choice when faced with relocation.

- B.** The Carrier shall give 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 the various Articles shall govern.
- C.** Prior to the movement to reserve boards or transfers outside the Salt Lake Hub, it will be necessary to fill all positions in the Salt Lake Hub and then add all surplus positions to the newly created protection boards. Seniority shall not be considered for movement to the protection board but the employee actually reduced at the location shall be the one added.
- D.** 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 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 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. L. Stewart
General Chairman UP Western Region

s/ E. L. Pruitt
General Chairman SP West

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"

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

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 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 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

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 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

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 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

ATTACHMENT "B"

(SALT LAKE HUB)

THE FOLLOWING IDENTIFIES TERMS AND CONDITIONS REFERRED TO IN ARTICLE IV(B) OF THE SALT LAKE 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 expiration 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.

Note: The provisions listed above are terms and conditions that currently apply to engineers in Interdivisional service on the UP IDAHO except for overtime. 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

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/ SP West employees to UP Northern Idaho) 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
General Director Labor Relations

AGREED:

s/ Michael Young
General Chairman UPED

s/ Carl L. James
General Chairman DRGW

s/ D. L. Stewart
General Chairman UPWR

s/ E. L. Pruitt
General Chairman SP West

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

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 coverages 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
General Director Labor Relations

AGREED:

s/ Michael Young
General Chairman UPED

s/ Carl L. James
General Chairman DRGW

s/ D. L. Stewart
General Chairman UPWR

s/ E. L. Pruitt
General Chairman SP West

February 1, 1997
Side Letter No. 3

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
General Director Labor Relations

AGREED:

s/ Michael Young
General Chairman UPED

s/ Carl L. James
General Chairman DRGW

s/ D. L. Stewart
General Chairman UPWR

s/ E. L. Pruitt
General Chairman SP West

February 1, 1997
Side Letter No. 4

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/her 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
General Director Labor Relations

AGREED:

s/ Michael Young
General Chairman UPED

s/ Carl L. James
General Chairman DRGW

s/ D. L. Stewart
General Chairman UPWR

s/ E. L. Pruitt
General Chairman SP West

February 1, 1997
Side Letter No. 5

Gentlemen:

This refers to Article II Section (I) of the Salt Lake Hub implementing agreement. Section (I) states that the parties will address the flow of seniority in and/or out of the Hub during the interim period in a side letter. In reviewing the various options available to the parties, the concern of those General Chairmen who had seniority districts both inside and outside the Hub and those General Chairmen who did not, the following was agreed to:

1. If a prior right roster has a surplus, engineers on that roster wishing to exercise seniority outside the Hub during the interim period will be governed as follows:
 - a. When the Carrier notifies the General Chairmen that there is a surplus on the prior right roster it will notify employees of the number of engineers that it will permit to exercise seniority outside the Hub on their old seniority area.
 - b. Engineers, in seniority order, will have ten days to exercise their seniority and will relinquish all seniority in the Hub. If an insufficient number do not voluntarily exercise their seniority, no engineer will be forced under these side letter provisions, but the provisions of the implementing agreement will govern.
2. Since these seniority moves are voluntary and not required by the merger they are not covered by the relocation provisions of the agreement and/or New York Dock. They cannot create relocation allowances for those who may be displaced. Engineers who have New York Dock wage protection will retain that protection, however, they will be treated as holding the highest rated assignment they could hold in the Hub if higher than one they can hold in their new area. Engineers displaced will not receive wage protection as a result of these voluntary moves.
3. Engineers will not be allowed to exercise seniority into the Hub.
4. Upon termination of the interim period, seniority within the Salt Lake Hub shall be finalized, with engineers holding seniority in only one seniority district.

Should this properly reflect what was agreed to in negotiations please sign below.

Yours truly,

s/ W. S. Hinckley
General Director Labor Relations

AGREED:

s/ Michael Young
General Chairman UPED

s/ Carl L. James
General Chairman DRGW

s/ D. L. Stewart
General Chairman UPWR

s/ E. L. Pruitt
General Chairman SP West

QUESTIONS AND ANSWERS - BLE SALT LAKE HUB

ARTICLE I - SALT LAKE HUB

- Q1. Does the new seniority district change switching 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 switching 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.
- Q3. What Hub are the Valmy coal assignments in?
A3. Because they are on duty at Elko and work to or short of Winnemucca, but not including Winnemucca, they are part of the Salt Lake Hub. This is also true of assignments that work out of Carlin but short of Winnemucca.

ARTICLE II - SENIORITY AND WORK CONSOLIDATION

- Q4. How long will prior rights rosters be in effect?
A4. They will lose effect through attrition.
- Q5. Since the Idaho and OUR&D rosters were top and bottomed some years ago, how do their prior rights work?
A5. The OUR&D roster will be used for Ogden yard assignments and the Idaho roster will be used for the Idaho prior rights assignments.
- Q6. In Article II(B)(1), 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. Engineers reduced from the working list [Article II(B)(1)] will be recalled to replace engineers forced to the Hub. Forced employees may elect to remain in the Hub.
- Q7. In Article II(H), what does it mean when it refers to protecting all engineer vacancies within the Hub?
A7. If a vacancy exists in the Salt Lake Hub, 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 the Salt Lake Hub then a prior rights employee must displace that person prior to prior right engineers going to a reserve, protection or supplemental board. If a vacancy exists in a pool and an engineer 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(I), will an employee be entitled to a relocation allowance if they voluntarily move either within the Hub or outside the Hub?
A9. No.
- Q10. Will an employee gain or lose vacation benefits as a result of the merger?
A10. SP/DRGW engineers will retain the number of weeks vacation 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.
- Q11. When the agreement is implemented, which vacation agreement will apply?
A11. The vacation agreements used to schedule vacations for 1997 will be used for the remainder of 1997.
- Q12. Will personal leave be applicable to DRGW and SP engineers in 1997?
A12. When the agreement is implemented, personal leave will be prorated for the remainder of the year.
- Q13. If a local operated by a UP Idaho engineer previously went on duty at the UP North Yard now goes on duty at the Roper Yard, does it now operate over more than one seniority district or is it continuing current operations?
A13. Changes in on duty points within a terminal or the travel over other trackage in a terminal does not alone alter the “continue current operations” intent of the Agreement.
- Q14. What is the status of pre October 31, 1985 trainmen/firemen seniority or reserve status?
A14. Trainmen/firemen seniority will be in negotiations/arbitration with the appropriate Organization. Reserve engineers status will not be maintained in the Salt Lake Hub. Employees will be treated as firemen should they not be able to hold as an engineer. Those currently “treated as” will continue such status.
- Q15. What is the status of post October 31, 1985 trainmen/firemen seniority or reserve engineer status?
A15. 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. Reserve engineer status will not be maintained in the Salt Lake Hub.
- Q16. Will the Carrier continue to discuss ebb and flow issues after the merger?
A16. Yes, the Carrier recognizes the benefits of discussing this issue further.

ARTICLE III - TERMINAL CONSOLIDATIONS

- Q17. Are the national road/yard zones covering yard crews measured by the metro complex limits or from the switching limits where the yard assignment goes on duty?
A17. The switching limits where the yard crew goes on duty.
- Q18. If crews go on duty in the Complex short of Ogden, is Ogden part of the initial terminal?
A18. No, it is an intermediate point.

ARTICLE IV - POOL OPERATIONS

- Q19. If the on duty point for the Salt Lake - Green River pool is moved from North Yard to Roper Yard, will the mileage paid be increased?
A19. Yes. The mileage will be from the center of Roper Yard to Green River.
- Q20. Can a former DRGW engineer make application for a Milford-Helper assignment?
A20. DRGW engineers have secondary prior rights to this pool.
- Q21. Because of the elimination of Elko as a home terminal for pool service what type of job assignment will the engineers who remain at Elko protect?
A21. The Carrier anticipates that for those engineers who remain in this area, that based on manpower needs, the guaranteed extra board will protect extra locals, branch line work (Valmy coal), yard vacancies, short turnaround service, HOSA relief work and so forth.
- Q22. Will the Carrier change the Las Vegas-Milford pool to a single-headed pool?
A22. No, not as a result of this merger notice. Article IX of the 1986 National Award would govern any future action.
- Q23. 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?
A23. Except in cases of emergency, the crew will be deadheaded on to the far terminal.
- Q24. Is it the intent of this agreement to use crews beyond the 25 mile zone?
A24. No.
- Q25. In Article IV(B), is the ½ basic day for operating in the 25 mile zone frozen and/or is it a duplicate payment/ special allowance?
A25. No, it is subject to future wage adjustments and it is not duplicate pay/special allowance.
- Q26. How is a crew paid if they operate in the 25 mile zone?
A26. If a pre-October 31, 1985 engineer is transported to its train 10 miles south of Milford and he/she takes the train to Salt Lake and the time spent is one hour south of Milford and 9 hours 17 minutes between Milford and Salt Lake with no initial or final delay earned, the employee shall be paid as follows:
- A. One-half basic day for the service South of Milford because it is less than four hours spent in that service.
 - B. The road miles between Salt Lake and Milford (207).
 - C. One hour overtime because the agreement provides for overtime after 8 hours 17 minutes on the road trip between Salt Lake and Milford. (207 miles divided by 25 = 8'17")
- Q27. Would a post October 31, 1985 engineer be paid the same?
A27. 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.

- Q28. How will initial terminal delay be determined when performing service as outlined above?
A28. 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.
- Q29. What is considered a bona fide departure under the runaround rule?
A29. When the train begins its road trip it has departed. The parties recognize that the road trip has begun even if there is work to be performed in the terminal by the road crew such as pick-ups, set-outs, etc. Engineers asked to move a train for a mechanical inspection or to clear a crossing or switch has not departed.
- Q30. Is the identification of the UP Northern Idaho collective bargaining agreement in Article IV(C) a result of collective bargaining or selection by the Carrier?
A30. Since UP purchased the SP system the Carrier selected the collective bargaining agreement to cover this Hub.
- Q31. When the UP Northern Idaho agreement becomes effective what happens to existing claims filed under the other collective bargaining agreements that formerly existed in the Salt Lake Hub?
A31. The existing claims shall continue to be handled in accordance with those agreements and the Railway Labor Act. No new claims shall be filed under those agreements once the time limit for filing claims has expired for events that took place prior to the implementation date.
- Q32. 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?
A32. 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.
- Q33. Will an employee in engineer training on or before November 30, 1996, assigned prior rights in accordance with this agreement be entitled to bump an engineer only having common rights holding an assignment in his/her prior rights territory?
A33. Yes.

ARTICLE V - EXTRA BOARDS

- Q34. How many extra boards will be combined at implementation?
A34. It is unknown at this time. The Carrier will give written notice of any consolidations whether at implementation or thereafter.
- Q35. Are these guaranteed extra boards?
A35. Yes. The pay provisions and guarantee offsets and reductions will be in accordance with the existing UPED guaranteed extra board agreement.

ARTICLE VI - PROTECTION

Q36. What is automatic certification?

A36. 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/she was adversely affected as a result of implementation of this Agreement.

Q37. How will the test period average be determined?

A37. The parties have agreed to use September 1, 1995 through August 31, 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 agree to use the above dates.

Q38. How does the Carrier calculate test period earnings if, for example, an employee missed two (2) months compensated service in 1996?

A38. If an employee had no compensated service in the two (2) months, the Carrier will go back fourteen (14) months to calculate the test period earnings based on twelve (12) months compensated service.

Q39. How will an employee be advised of their test period earnings?

A39. Test period averages will be furnished to each individual and the General Chairman.

Q40. How is length of service calculated?

A40. 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.

Q41. If an employee has three years of engineers service and three years of conductor service, how many years of protection will they have?

A41. Six.

Q42. How will the employees know which jobs are higher rated?

A42. The Carrier will periodically post job groupings identifying the highest to lowest paid jobs.

Q43. Will specific jobs be identified in each grouping?

A43. Pools, locals and extra boards may be identified separately but yard jobs and road switchers will not be.

Q44. How will the SP West engineers year end distribution be handled with respect to their test period average?

A44. Their 1995-1996 twelve month distribution will be added to their test period average and divided by 12 to arrive at a monthly average.

Q45. What will happen to their 1996-1997 distribution?

A45. The value of the account will be determined at the time of implementation and their account settled at that time.

Q46. What will determine if an engineer is considered a "dismissed" employee under this agreement?

A46. If an employee cannot hold any engineer position other than a protection board at their current location.

- Q47. What triggers the seven day period in which the “dismissed” engineer must elect the separation allowance?
- A47. The first day that an employee is placed on a protection board and cannot hold another position.
- Q48. What rights does an employee have if he/she is already covered under labor protection provisions resulting from another transaction?
- A48. 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. 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.
- Q49. If an employee is displaced from his/her assignment and not immediately notified of the displacement, will their New York Dock protection be reduced?
- A49. An employee’s reduction from New York Dock protection would commence with notification or attempted notification by telephone, letter or in person, the Carrier and would continue until the employee placed themselves.
- Q50. Will an employee have their protection reduced while on a protection board?
- A50. Yes, but only for layoffs or other absences. They will be considered as holding the highest rated position when on the board.
- Q51. If an employee who has wage protection leaves the Hub or later returns to the Hub, how are they treated for protection purposes?
- A51. 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.
- Q52. How will reductions from protection be calculated?
- A52. 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.

Q53. Can you give an example of how the interim protection and regular protection will operate?

A53. 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.

Example 3: 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 Salt Lake Hub on November 1, 1997, and reports on that date. Employee C will be on interim protection until November 1, 1997, and will then start six years regular protection.

Q54. Why are there different dollar amounts for non-home owners and homeowners?

A54. 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.

Q55. Why is there one price on loss of on sale of home?

A55. 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 want to go through the procedures to claim the loss under New York Dock.

Q56. What is loss on sale of home for less than fair value?

A56. 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.

Q57. If the parties cannot agree on the loss of fair value what happens?

A57. 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.

- Q58. What happens if an employee sells the home for \$20,000 to a family member?
 A58. 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.
- Q59. What is the most difficult part of New York Dock in the sale transaction?
 A59. 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.
- Q60. Who is required to relocate and thus eligible for the allowance?
 A60. 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.
- Q61. Are there mileage components that govern the eligibility for an allowance?
 A61. 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.
- Q62. Can you give some examples?
 A62. The following examples would be applicable.
- Example 1: Employee A lives 80 miles north of Salt Lake and works a yard assignment at Salt Lake. As a result of the merger he/she is assigned to a road switcher with an on duty point 20 miles north of Salt Lake. Because his/her new reporting point is closer to his or her place of residence no relocation allowance is given.
- Example 2: Employee B lives 35 miles north of Salt Lake and goes on duty at the UP yard office in Salt Lake. As a result of the merger he/she goes on duty at the SP yard office which is six miles away. No allowance is given.
- Example 3: Employee C lives in Elko and is unable to hold an assignment at that location and places on an assignment at Salt Lake. The employee meets the requirement for an allowance and whether he/she is a home owner who sells their home of a non-homeowner determines the amount of the allowance.
- Example 4: Employee D lives in Salt Lake and can hold an assignment in Salt Lake but elects to place on a Road Switcher 45 miles north of Salt Lake. Because the employee can hold in Salt Lake no allowance is given.
- Q63. Must Grand Junction DRGW engineers be forced to an assignment to be eligible for relocation benefits?
 A63. No, since they must relocate they may make application for other assignments.
- Q64. Are there any seniority moves that are eligible for an allowance?
 A64. Yes, seniority moves outside the Hub, to, Pocatello, 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.
- Q65. Will engineers be allowed temporary lodging when relocating?

- A65. Engineers entitled to a relocation allowance shall be given temporary lodging for thirty (30) consecutive days.

ARTICLE VII - INTERIM OPERATIONS

- Q66. Are there any restrictions on routing of traffic or combining assignments during the interim period or thereafter?
- A66. There are no restrictions on the routing of traffic in the Salt Lake 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 are covered in this agreement.
- Q67. Since the protection boards will also operate as supplemental extra boards, does the Carrier intend to run extra boards short-handed?
- A67. No.
- Q68. Will Local Chairmen be subject to call on the protection board when it is used as a supplemental board?
- A68. No. The Local Chairmen will be performing other duties in accordance with this Agreement.

ARTICLE VIII - IMPLEMENTATION

- Q69. On implementation will all engineers be contacted concerning job placement?
- A69. 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.
- Q70. How will the new extra boards be created?
- A70. 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 engineers 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.
- Q71. At the end of the interim period what will happen to any engineers remaining on the Elko and Grand Junction protection boards?
- A71. They will be relocated to the Salt Lake-Ogden metroplex and be required to exercise their seniority.
- Q72. Will the Carrier transfer all surplus employees out of the Hub?
- A72. No. The Carrier will retain some surplus to meet anticipated attrition and growth, however, the number will be determined by the Carrier.
- Q73. Will the Carrier offer separation allowances?
- A73. 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.

Q74. When will reserve boards be established and under what conditions will they be governed?

A74. When the interim period is over and the protection boards are canceled the parties will be governed by Article VIII(D). When reserve boards are established they will be governed by the current reserve board agreement covering the UP engineers at Salt Lake North.

Q75. What protection/relocation benefits will engineers be provided when they make the election?

A75. Since this is a voluntary seniority move no additional benefits are provided. Engineers in the Salt Lake 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.

Miscellaneous

Q76. How will the Carrier handle the one engineer who is currently working an assignment that goes on duty at Carlin and works to Love Lock?

A76. If the assignment is changed so that it does not go on duty at Carlin but at Elko, the currently assigned engineer will not be required to follow the work to the new Salt Lake Hub. The engineer will be placed on a temporary protection board at Carlin and will be further handled when that area is served a New York Dock notice.

Q77. If sufficient Idaho Agreements are not available when the ratification vote is taken, what process will be used to familiarize employees with the basic provisions of that agreement?

A77. Some agreements will be available to the other local chairmen. In addition, the Carrier will pay lost wages and expenses for Idaho Local Chairmen and the Vice-Local Chairmen to attend local meetings to discuss the Idaho agreement.

APPENDIX 58

Engineers giving up assignments:

Misc. Eng. 67 dated July 17, 1973 addressing other than pool freight service assignments located through the Utah-Idaho Territory and the manner in which engineers could give up their regular assignments. Misc. Eng. 67 dated January 27, 1977 which addressed yard assignments at Pocatello, Idaho and the manner in which an engineer may give up his/her regular assignment. EN-447 dated November 24, 1978 (handled locally at Salt Lake City, Utah) modifying Misc. Eng. 67 to include a twenty-four (24) hour requirement to exercise seniority after giving up pool freight service assignment (former "cut your throat rule"). IDE 5886 dated August 4, 1986 addressed engineers working on assignments other than pool freight service and the manner in which an engineer can give up his/her assignment (only once per 30 days). IDE 5886 supersedes Misc. Eng. 67 as such pertains to yard assignments at Pocatello (January 27, 1977) and assignments other than pool freight service (July 17, 1973). EN-447 terminated by Carrier with cancellation of Misc. Eng. 67. IDE 5886 applies to both yard and road assignments (other than pool freight service) throughout the WRGCA's Western Region. Reductions in pool freight service are governed by Appendix 23 of the 1977 Idaho Schedule. (File MISC. ENG. 67 also includes a tri-party agreement governing demoted engineers who exercise seniority as fireman on an assignment at an outlying point within a zone identified by Appendix 22 (G-2 Rule) of the 1977 Idaho Schedule.)

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(Territory - Salt Lake-Butte)

(Granger-Huntington)

IDE - 5886

1. An engineer assigned in other than pool freight service may give up his/her assignment by notifying the crew dispatcher in writing and the assignment will be rebulletined. The engineer will remain on the assignment until a new assignment is made after which he/she may exercise his/her seniority under the governing rules. If no applications are on file, the vacancy will be filled in accordance with existing rules.
2. In the application of this rule, a request to vacate an assignment shall not be granted if the engineer has made a request to give up his/her assignment within the preceding thirty (30) days.
3. This agreement shall terminate 10 days after written notice is served by either party on the other of its desire to terminate same.

Dated at Salt Lake City, Utah, this 4th day of August, 1986.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS**

s/ Roger L. Jones
General Chairman

**UNION PACIFIC RAILROAD
COMPANY**

s/ J. E. Cook
Regional Director Labor Relations

APPENDIX 59

**File: 110 617 304
1640**

MEMORANDUM OF AGREEMENT
Between
UNION PACIFIC RAILROAD COMPANY
And
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
(Salt Lake City Hub)

HELPER ASSIGNMENTS AT HELPER, UTAH

At Helper, Utah, it is agreed:

1. A dedicated helper service rotating board may be established at Helper, Utah to protect helper service in each direction out of Helper.
2. Engineers assigned to this Board will be paid miles run with a minimum of 130 – mile basic day with overtime after 8 hours on duty or after miles run if in excess of 130 miles.
3. If used on trip which departs Helper after the expiration of eight hours from the time required to report for duty on initial call for service, or after having run 100 miles or more, engineers will begin a new “helper day” of eight (8) consecutive hours or less.

Note: A new “Helper Day” under this Section 3, will be considered if the Engineer initially performs helper service east of Helper and is required to operate west through Helper, or operates west of Provo.

4. Engineers are not to tie up and start a new trip under the current computer timekeeping system, although this requirement may change under a future system.

This agreement may be cancelled by either party serving a five-day written notice upon the other.

SIGNED THIS 29th DAY OF JANUARY 2001.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS**

s/T. J. Donnigan
General Chairman – BLE

FOR THE CARRIER:

s/T. G. Taggart
Director – Labor Relations

APPENDIX 60

Year 2000 On Property Negotiations – November 21, 2003 Letters of Understanding:

- 1) Time limits for appealing a discipline decision shall be suspended for thirty (30) days from the date of the letter of discipline to allow the Local Chairman and local Superintendent to resolve disciplinary matters prior to initiating the discipline appeal process.
- 2) Electronic “courtesy copies” of the record of transcript, exhibits and notice of discipline to be furnished to the appropriate BLE General Chairman. Paper copies of said documents will continue to be furnished to the appropriate BLE Local Chairman. Carrier is not obligated to furnish such copies to the General Chairman within any time limit specified by the 1996 System Agreement – Discipline Rule. Failure by the Carrier to furnish electronic copy of transcript, exhibits or notice of discipline will not be considered a violation of any provision of the 1996 System Agreement – Discipline Rule.
- 3) Carrier and BLE exploring the development of an electronic claim handling process that provides for documented, efficient and paperless handling of time claims using a standardized format capable of being translated and/or processed by both BLE and Carrier computer systems. Such an endeavor must be thoroughly tested before implemented. The parties agree to enter into a voluntary (region-by-region) pilot project for a period of time following development of a new system or process giving interested parties the opportunity to assess the feasibility of a new system for processing claims.

UNION PACIFIC RAILROAD COMPANY

November 21, 2003

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 609
Pocatello, ID 83204-0609

Mr. G. Gore
General Chairman
Brotherhood of Locomotive Engineers
1448 MacArthur Avenue
Harvey, LA 70058

Mr. D. W. Hannah
General Chairman
Brotherhood of Locomotive Engineers
1902 Orange Tree Lane, Suite #190
Redlands, CA 92374

Mr. B. D. MacArthur
General Chairman
Brotherhood of Locomotive Engineers
501 North Second Street
Clinton, IA 52732

Mr. C. R. Rightnowar
General Chairman
Brotherhood of Locomotive Engineers
320 Brookes Drive, Suite #115
Hazelwood, MO 63042

Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers
1620 Central Avenue, Suite #203
Cheyenne, WY 82001

Gentlemen:

The parties recognize the merits of establishing the following process for the Local Chairman and local Superintendent to resolve disciplinary matters prior to initiation of the discipline appellate process:

1. Time limits for appealing a discipline decision shall be suspended for thirty days from the date of the letter of discipline.
2. The running of the applicable Agreement time limit will start on the thirty-first day following the date of the letter of discipline.
3. During the thirty-day period when the applicable Agreement time limit is suspended, the Local Chairman and local Superintendent, or their designated representatives, will meet to discuss and work to resolve the discipline decision.

The parties signatory to this Agreement will meet and review the results of this effort after the process has been in place for at least nine months. The subjects to be reviewed by the parties will include, by Service Unit, the total number of investigations held, the total number of discipline cases appealed, and the total number of cases resolved by this process - i.e., resolved locally. Should there appear to be locations where the process is not working, the appropriate General Chairman and Director Labor Relations shall work with the local parties to improve the results of this process.

If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

**For the Brotherhood of Locomotive
Engineers:**

s/ T. J. Donnigan
General Chairman

s/ G. Gore
General Chairman

s/ D. W. Hannah
General Chairman

s/ B. D. MacArthur
General Chairman

s/ C. R. Rightnowar
General Chairman

s/ M. A. Young
General Chairman

**For the Union Pacific
Railroad Company:**

s/ R. Gregory
General Director - Labor Relations

s/ A. Terry Olin
General Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

November 21, 2003

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 609
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Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers
1620 Central Avenue, Suite #203
Cheyenne, WY 82001

Gentlemen:

This has reference to the parties' discussions regarding possible modifications to the System Agreement - Discipline Rule, identified as item 1.(a) of the March 21, 1996 Agreement between Union Pacific Railroad (UP) and the Brotherhood of Locomotive Engineers (BLE).

This letter will confirm UP is willing to provide "courtesy copies" of the investigative hearing transcript and the letter assessing discipline to the appropriate General Chairman, subject to the following conditions:

1. UP will forward a copy of the transcript and discipline notice to the General Chairman only in those instances that an employee represented by BLE is assessed discipline. Said copies will be provided at the same time as such copies are provided to the Local Chairman.
2. UP may provide the General Chairman with electronic copies of the transcript and letter of discipline. (UP is not obligated to provide paper copies of said documents.)
3. UP is not obligated to provide such copies to the General Chairman within any time limit specified in the System Agreement – Discipline Rule. The time frames or limits specified in the System Agreement - Discipline Rule will not apply to instances in providing General Chairmen with these copies.
4. A failure by UP to timely provide the General Chairman with a copy of a transcript or discipline letter will not be considered a violation of any provision of the System Agreement - Discipline Rule or any other Agreement rule, and that

BLE will not progress any argument(s) that such a failure constitutes an Agreement violation.

5. The commitments and understandings set forth herein do not modify the application or interpretation of the System Agreement - Discipline Rule.

If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

**For the
Brotherhood of Locomotive Engineers:**

s/ T. J. Donnigan
General Chairman

s/ G. Gore
General Chairman

s/ D. W. Hannah
General Chairman

s/ B. D. MacArthur
General Chairman

s/ C. R. Rightnowar
General Chairman

s/ M. A. Young
General Chairman

**For the
Union Pacific Railroad Company:**

s/ R. Gregory
General Director - Labor Relations

s/ A. Terry Olin
General Director - Labor Relations

UNION PACIFIC RAILROAD COMPANY

November 21, 2003

Mr. T. J. Donnigan
General Chairman
Brotherhood of Locomotive Engineers
P. O. Box 609
Pocatello, ID 83204-0609

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General Chairman
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Hazelwood, MO 63042

Mr. M. A. Young
General Chairman
Brotherhood of Locomotive Engineers
1620 Central Avenue, Suite #203
Cheyenne, WY 82001

Gentlemen:

This has reference to the parties' discussions regarding an improved process for handling time claims, and, specifically, development and implementation of an electronic or "paperless" process for handling time claims.

UP and BLE have been exploring a process that may assist in managing and handling time claims filed pursuant to Section 3 of the Railway Labor Act. Currently, the parties are working on a pilot project that will provide for the electronic exchange of correspondence and information associated with time claim appeals progressed by BLE. Both UP and BLE recognize the benefits arising from a streamlined and efficient process for handling time claims. Accordingly,

1. The parties commit to continue working on development of an electronic claim handling process that provides for the documented, efficient and paperless handling of time claims.
2. The parties agree a new process must be in a standardized format capable of being translated and/or processed by both BLE and UP computer systems.
3. The parties concur that upon development of the electronic process, it must be thoroughly tested prior to its implementation.
4. The parties agree there will be a pilot project or period following development of the new system/process that will give all interested parties an opportunity to fully assess the feasibility of the new system/process.
5. The parties agree a BLE General Committee's decision to participate in and/or implement this new system will be voluntary.

If the foregoing properly and accurately reflects our understandings regarding this matter, please so indicate by affixing your signature in the space provided below.

**For the
Brotherhood of Locomotive Engineers:**

s/ T. J. Donnigan
General Chairman

s/ G. Gore
General Chairman

s/ D. W. Hannah
General Chairman

s/ B. D. MacArthur
General Chairman

s/ C. R. Rightnowar
General Chairman

s/ M. A. Young
General Chairman

**For the
Union Pacific Railroad Company:**

s/ R. Gregory
General Director - Labor Relations

s/ A. Terry Olin
General Director - Labor Relations

APPENDIX 61

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.

- B.** If additional time off is desired (extension), the engineer must contact the appropriate UP representative (CMS or other designated representative) prior to expiration of his/her current approved absence to request the extension.

IV. The parties are fully cognizant of their respective rights and obligations with regard to Union Officers' (other than full-time) need to be off to conduct union business. This agreed upon interpretation of Article VII of the BLET National Agreement dated December 16, 2003 is not intended to alter these rights and obligations. It is, however, understood that Union Officers (other than full-time) are expected to provide information to Crew Management Services (CMS) as to the anticipated duration of such absences and to contact CMS to advise if they are going to need to extend such absences. This Article IV contemplates a reasonable application of the intent of this Interpretation by both parties.

V. In the event the provisions of this Interpretation conflict in any manner with the provisions of Existing collective bargaining agreement rules, provisions and/or practices, the terms and conditions of this Interpretation will govern. However, this Interpretation does not limit the opportunity for employees to mark-up early in accordance with existing rules.

SIGNED THIS 6TH DAY OF JANUARY, 2006, IN OMAHA, NEBRASKA

(Signatures Omitted)

**AGREED UPON QUESTIONS AND ANSWERS
TO THE INTERPRETATION OF ARTICLE VIII 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 p.m. 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 p.m. Wednesday and 1:59 p.m. Thursday.
- Q7. Provide an example of the application of Article II, Section D of this Interpretation.
- A7. Employee B marks up at 11:00 p.m. 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 a.m. for an assignment that starts (on-duty time) at 8:00 a.m.
- 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/she 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 p.m.
- 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 a.m.
- Q11. Is the intent of Article II, Section E, Paragraph 1.b. 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/her 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.
- A17. Is this Interpretation intended to change or alter individual agreements governing offsets to protection benefits?
A17. No.

APPENDIX 62

PERSONAL LEAVE (1996 BLE National Agreement – Article VI)

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.

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.

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. MacArthur

s/ Michael Young

s/ D. L. McPherson

**FOR THE UNION PACIFIC
RAILROAD COMPANY**

s/ R. D. Meredith

s/ J. 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 the 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. $2000 \times 1.3 = 2600/130 \text{ miles} = 20 \text{ qualifying days toward PL days.}$
 - 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.
- 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.

(Signatures Omitted)

UNION PACIFIC RAILROAD COMPANY

December 19, 2001

1615-4

T. J. Donnigan, General Chairman
Brotherhood of Locomotive Engineers

B. D. MacArthur, General Chairman
Brotherhood of Locomotive Engineers

M. A. Young, General Chairman
Brotherhood of Locomotive Engineers

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

Concur:

s/ T. J. Donnigan - General Chairman

s/ B. D. MacArthur - General Chairman

s/ M. A. Young - General Chairman

cc: D. L. McPherson, Vice President
Brotherhood of Locomotive Engineers

APPENDIX 63

LR 011-5 A

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
Northwestern District - Idaho Division
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PREVENTION PROGRAM COMPANION AGREEMENT

The Union Pacific Railroad Company and the 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 employe 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:
 - a) The employe has had no Rule G offense on his or her record for at least ten (10) years; and
 - b) The employe has not participated in the Rule G R/E Program for at least ten (10) years; and
 - c) The incident giving rise to the dismissal did not involve significant rule violations other than Rule G.
2. Participation in the Rule G R/E Program shall continue for a period of 12 months unless the employe 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 employe of the availability of the Rule G R/E Program and containing a request form to be completed by the employe, shall be attached to the Notice of Dismissal.
4. The employe 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 employe must contact the Employee Assistance Counselor within three days of electing to participate in the Rule G R/E Program.
6. After being contacted, the Employee Assistance Counselor shall evaluate the employe to determine whether or not the employe may safely be returned to service and the course of treatment which the employe should follow.

7. If the evaluation indicates that the employe 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 employe must follow the course of treatment established by the counselor during the remainder of the Program.
8. If the evaluation indicates that the employe may not safely be returned to service, he or she shall continue in the status of a dismissed employe until subsequent evaluation(s) indicate that it is safe to return the employe to service on a probationary basis. The employe 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 employe fails to follow the course of treatment established by the counselor, the Carrier shall remove the employe from the Program. If the employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, also remove the employe from service and the employe shall revert to the status of a dismissed employe.
10. An employe 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 employe has been returned to service, the Carrier shall, without the necessity of further disciplinary proceedings, remove the employe from service and the employe shall revert to the status of a dismissed employe.
11. If the employe successfully completes the Rule G R/E Program, a notation to that effect shall be placed on the employe's Personal Record and the employe'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 employe based on time lost as a result of the incident leading to the employe's participating in the Rule G R/E Program.
13. This agreement is effective July 18, 1984, and may be terminated by either party upon service of five days written notice upon the other party.

Signed at Portland, Oregon this 18th day of July, 1984.

**BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:**

s/ R. L. Jones
General Chairman, Idaho Division

UNION PACIFIC RAILROAD:

s/ J. E. Cook
Director Labor Relations, NWD

APPENDIX 64

MEMORANDUM OF AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION

(Eastern District)

&

BROTHERHOOD OF LOCOMOTIVE ENGINEERS & TRAINMEN

(Western Region)

NON-STANDARD START TIME SALT LAKE CITY YARD ASSIGNMENT – YSC51

The parties have recently discussed locally the need to alter the start time for Salt Lake City Yard Assignment YSC51 outside the starting time brackets provided for under the collective bargaining agreements. These discussions were prompted by track curfews placed on Union Pacific crews with regard to the operating rights of the Utah Transit Authority (UTA) and an associated concern relative to maintaining service reliability toward customers served by this assignment.

Therefore, **IT IS AGREED:**

1. Effective with the date of this Agreement, the Carrier may separately bulletin Yard Assignment YSC51 to a non-standard start time outside the starting time brackets provided for under BLET Rule 70 and UTU Rule 5.
2. Presently, it is the Carrier's intention to bulletin this assignment with an 8:00 p.m. start time. Should additional changes to this start time be necessary to meet specific customer requirements the local Carrier officer shall meet with the local chairmen to discuss and agree to those changes.
3. All other pay and working conditions not specifically modified by this Agreement shall remain in full force and effect.
4. It is understood that the terms and conditions expressed herein are the product of negotiations to fairly and constructively address a local service issue. Accordingly, nothing provided herein shall serve to set a precedent and will not be referred to by either party in any future forum or proceeding. Should disputes arise over the terms and conditions provided herein, the parties will meet on the local level to come to an understanding. If the parties cannot arrive at a local

understanding the issue will be docketed for discussion between the General Chairman or Chairmen and the Director Labor Relations.

5. The parties agree that this Agreement will remain in full force and effect unless cancelled by either party signatory hereto serving a fifteen (15) day advance written notice of such intent upon the other parties.

SIGNED THIS 20th DAY OF SEPTEMBER, 2007.

**FOR THE
UNITED TRANSPORTATION UNION**

**FOR THE
UNION PACIFIC RAILROAD COMPANY**

s/ Dean Hazlett
Dean Hazlett
General Chairman - UTU

s/ Alan L. Weed
Alan L. Weed
Director Labor Relations

**FOR THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
& TRAINMEN**

s/ T. J. Donnigan
T. J. Donnigan
General Chairman – BLE&T

APPENDIX 65

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 200 MILES IN LENGTH, ON SPEED BASIS OF 12 ½ MILES PER HOUR.

Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.
100	8:00	134	10:43	167	18:22
101	8:05	135	10:48	168	18:26
102	8:10	136	10:53	169	13:31
103	8:14	137	10:58	170	13:36
104	8:19	138	11:02	171	13:41
105	8:24	139	11:07	172	13:46
106	8:29	140	11:12	173	13:50
107	8:34	141	11:17	174	13:55
108	8:38	142	11:22	175	14:00
109	8:43	143	11:26	176	14:05
110	8:48	144	11:31	177	14:10
111	8:53	145	11:36	178	14:14
112	8:58	146	11:41	179	14:19
113	9:02	147	11:46	180	14:24
114	9:07	148	11:50	181	14:29
115	9:12	149	11:55	182	14:34
116	9:17	150	12:00	183	14:38
117	9:22	151	12:05	184	14:43
118	9:26	152	12:10	185	14:48
119	9:31	153	12:14	186	14:53
120	9:36	154	12:19	187	14:58
121	9:41	155	12:24	188	15:02
122	9:46	156	12:29	189	15:07
123	9:50	157	12:34	190	15:12
124	9:55	158	12:38	191	15:17
125	10:00	159	12:43	192	15:22
126	10:05	160	12:48	193	15:26
127	10:10	161	12:53	194	15:31
128	10:14	162	12:58	195	15:36
129	10:19	163	13:02	196	15:41
130	10:24	164	13:07	197	15:46
131	10:29	165	13:12	198	15:50
132	10:34	166	13:17	199	15:55
133	10:38			200	16:00

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 130 MILES TO 289 MILES IN LENGTH, ON SPEED BASIS OF 16.25 MILES PER HOUR.

Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.
130	8:00	174	10:42	218	13:25
131	8:04	175	10:46	219	13:29
132	8:07	176	10:50	220	13:32
133	8:11	177	10:54	221	13:36
134	8:15	178	10:57	222	13:40
135	8:18	179	11:01	223	13:43
136	8:22	180	11:05	224	13:47
137	8:26	181	11:08	225	13:51
138	8:30	182	11:12	226	13:54
139	8:33	183	11:16	227	13:58
140	8:37	184	11:19	228	14:02
141	8:41	185	11:23	229	14:06
142	8:44	186	11:27	230	14:09
143	8:48	187	11:30	231	14:13
144	8:52	188	11:34	232	14:17
145	8:55	189	11:38	233	14:20
146	8:59	190	11:42	234	14:24
147	9:03	191	11:45	235	14:28
148	9:06	192	11:49	236	14:31
149	9:10	193	11:53	237	14:35
150	9:14	194	11:56	238	14:39
151	9:18	195	12:00	239	14:42
152	9:21	196	12:04	240	14:46
153	9:25	197	12:07	241	14:50
154	9:29	198	12:11	242	14:54
155	9:32	199	12:15	243	14:57
156	9:36	200	12:18	244	15:01
157	9:40	201	12:22	245	15:05
158	9:43	202	12:26	246	15:08
159	9:47	203	12:30	247	15:12
160	9:51	204	12:33	248	15:16
161	9:54	205	12:37	249	15:19
162	9:58	206	12:41	250	15:23
163	10:02	207	12:44	251	15:27
164	10:06	208	12:48	252	15:30
165	10:09	209	12:52	253	15:34
166	10:13	210	12:55	254	15:38
167	10:17	211	12:59	255	15:42
168	10:20	212	13:03	256	15:45
169	10:24	213	13:06	257	15:49
170	10:28	214	13:10	258	15:53
171	10:31	215	13:14	259	15:56
172	10:35	216	13:18	260	16:00
173	10:39	217	13:21		

(Continued)

Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.
261	16:04	271	16:41	281	17:18
262	16:07	272	16:44	282	17:21
263	16:11	273	16:48	283	17:25
264	16:15	274	16:52	284	17:29
265	16:18	275	16:55	285	17:32
266	16:22	276	16:59	286	17:36
267	16:26	277	17:03	287	17:40
268	16:30	278	17:06	288	17:43
269	16:33	279	17:10	289	17:47
270	16:37	280	17:14		

TABLE SHOWING OVERTIME ON BASIS OF 18 ¾ MILES PER HOUR.

H.M./ MILES	H.M. / MILES	H.M. /MILES	H.M./ MILES	H.M./ MILES
1 - -	33 - 10	1:05 - 20	1:37 - 30	2:09 - 40
2 - 1	34 - 11	1:06 - 21	1:38 - 31	2:10 - 41
3 - 1	35 - 11	1:07 - 21	1:39 - 31	2:11 - 41
4 - 1	36 - 11	1:08 - 21	1:40 - 31	2:12 - 41
5 - 2	37 - 12	1:09 - 22	1:41 - 32	2:13 - 42
6 - 2	38 - 12	1:10 - 22	1:42 - 32	2:14 - 42
7 - 2	39 - 12	1:11 - 22	1:43 - 32	2:15 - 42
8 - 2	40 - 12	1:12 - 22	1:44 - 32	2:16 - 42
9 - 3	41 - 13	1:13 - 23	1:45 - 33	2:17 - 43
10 - 3	42 - 13	1:14 - 23	1:46 - 33	2:18 - 43
11 - 3	43 - 13	1:15 - 23	1:47 - 33	2:19 - 43
12 - 4	44 - 14	1:16 - 24	1:48 - 34	2:20 - 44
13 - 4	45 - 14	1:17 - 24	1:49 - 34	2:21 - 44
14 - 4	46 - 14	1:18 - 24	1:50 - 34	2:22 - 44
15 - 5	47 - 15	1:19 - 25	1:51 - 35	2:24 - 45
16 - 5	48 - 15	1:20 - 25	1:52 - 35	2:24 - 45
17 - 5	49 - 15	1:21 - 25	1:53 - 35	2:25 - 45
18 - 6	50 - 16	1:22 - 26	1:54 - 36	2:26 - 46
19 - 6	51 - 16	1:23 - 26	1:55 - 36	2:27 - 46
20 - 6	52 - 16	1:24 - 26	1:56 - 36	2:28 - 46
21 - 7	53 - 17	1:25 - 27	1:57 - 37	2:29 - 47
22 - 7	54 - 17	1:26 - 27	1:58 - 37	2:30 - 47
23 - 7	55 - 17	1:27 - 27	1:59 - 37	2:31 - 47
24 - 7	56 - 17	1:28 - 27	2:00 - 37	2:32 - 47
25 - 8	57 - 18	1:29 - 28	2:01 - 38	2:33 - 48
26 - 8	58 - 18	1:30 - 28	2:02 - 38	2:34 - 48
27 - 8	59 - 18	1:31 - 28	2:03 - 38	2:35 - 48
28 - 9	1:00 - 19	1:32 - 29	2:04 - 39	2:36 - 49
29 - 9	1:01 - 19	1:33 - 29	2:05 - 39	2:37 - 49
30 - 9	1:02 - 19	1:34 - 29	2:06 - 39	2:38 - 49
31 - 10	1:03 - 20	1:35 - 30	2:07 - 40	2:39 - 50
32 - 10	1:04 - 20	1:36 - 30	2:08 - 40	2:40 - 50

TABLE SHOWING OVERTIME ON BASIS OF 18 ¾ MILES PER HOUR CONTINUED:

H.M./ MILES	H.M. / MILES	H.M. /MILES	H.M./ MILES	H.M./ MILES
2:41 - 50	3:13 - 60	3:45 - 70	4:17 - 80	4:49 - 90
2:42 - 51	3:14 - 61	3:46 - 71	4:18 - 81	4:50 - 91
2:43 - 51	3:15 - 61	3:47 - 71	4:19 - 81	4:51 - 91
2:44 - 51	3:16 - 61	3:48 - 71	4:20 - 81	4:52 - 91
2:45 - 52	3:17 - 62	3:49 - 72	4:21 - 82	4:53 - 92
2:46 - 52	3:18 - 62	3:50 - 72	4:22 - 82	4:54 - 92
2:47 - 52	3:19 - 62	3:51 - 72	4:23 - 82	4:55 - 92
2:48 - 52	3:20 - 62	3:52 - 72	4:24 - 82	4:56 - 92
2:49 - 53	3:21 - 63	3:53 - 73	4:25 - 83	4:57 - 93
2:50 - 53	3:22 - 63	3:54 - 73	4:26 - 83	4:58 - 93
2:51 - 53	3:23 - 63	3:55 - 73	4:27 - 83	4:59 - 93
2:52 - 54	3:24 - 64	3:56 - 74	4:28 - 84	5:00 - 94
2:53 - 54	3:25 - 64	3:57 - 74	4:29 - 84	5:01 - 94
2:54 - 54	3:26 - 64	3:58 - 74	4:30 - 84	5:02 - 94
2:55 - 55	3:27 - 65	3:59 - 75	4:31 - 85	5:03 - 95
2:56 - 55	3:28 - 65	4:00 - 75	4:32 - 85	5:04 - 95
2:57 - 55	3:29 - 65	4:01 - 75	4:33 - 85	5:05 - 95
2:58 - 56	3:30 - 66	4:02 - 76	4:34 - 86	5:06 - 96
2:59 - 56	3:31 - 66	4:03 - 76	4:35 - 86	5:07 - 96
3:00 - 56	3:32 - 66	4:04 - 76	4:36 - 86	5:08 - 96
3:01 - 57	3:33 - 67	4:05 - 77	4:37 - 87	5:09 - 97
3:02 - 57	3:34 - 67	4:06 - 77	4:38 - 87	5:10 - 97
3:03 - 57	3:35 - 67	4:07 - 77	4:39 - 87	5:11 - 97
3:04 - 57	3:36 - 67	4:08 - 77	4:40 - 87	5:12 - 97
3:05 - 58	3:37 - 68	4:09 - 78	4:41 - 88	5:13 - 98
3:06 - 58	3:38 - 68	4:10 - 78	4:42 - 88	5:14 - 98
3:07 - 58	3:39 - 68	4:11 - 78	4:43 - 88	5:15 - 98
3:08 - 59	3:40 - 69	4:12 - 79	4:44 - 89	5:16 - 99
3:09 - 59	3:41 - 69	4:13 - 79	4:45 - 89	5:17 - 99
3:10 - 59	3:42 - 69	4:14 - 79	4:46 - 89	5:18 - 99
3:11 - 60	3:43 - 70	4:15 - 80	4:47 - 90	5:19 - 100
3:12 - 60	3:44 - 70	4:16 - 80	4:48 - 90	5:20 - 100

TABLE SHOWING OVERTIME ON BASIS OF 18 ¾ MILES PER HOUR CONTINUED:

H.M./ MILES	H.M./ MILES	H.M./MILES	H.M./ MILES	H.M./ MILES
5:21 - 100	5:53 - 110	6:25 - 120	6:57 - 130	7:29 - 140
5:22 - 101	5:54 - 111	6:26 - 121	6:58 - 131	7:30 - 141
5:23 - 101	5:55 - 111	6:27 - 121	6:59 - 131	7:31 - 141
5:24 - 101	5:56 - 111	6:28 - 121	7:00 - 131	7:32 - 141
5:25 - 102	5:57 - 112	6:29 - 122	7:01 - 132	7:33 - 142
5:26 - 102	5:58 - 112	6:30 - 122	7:02 - 132	7:34 - 142
5:27 - 102	5:59 - 112	6:31 - 122	7:03 - 132	7:35 - 142
5:28 - 102	6:00 - 112	6:32 - 122	7:04 - 132	7:36 - 142
5:29 - 103	6:01 - 113	6:33 - 123	7:05 - 133	7:37 - 143
5:30 - 103	6:02 - 113	6:34 - 123	7:06 - 133	7:38 - 143
5:31 - 103	6:03 - 113	6:35 - 123	7:07 - 133	7:39 - 143
5:32 - 104	6:04 - 114	6:36 - 124	7:08 - 134	7:40 - 144
5:33 - 104	6:05 - 114	6:37 - 124	7:09 - 134	7:41 - 144
5:34 - 104	6:06 - 114	6:38 - 124	7:10 - 134	7:42 - 144
5:35 - 105	6:07 - 115	6:39 - 125	7:11 - 135	7:43 - 145
5:36 - 105	6:08 - 115	6:40 - 125	7:12 - 135	7:44 - 145
5:37 - 105	6:09 - 115	6:41 - 125	7:13 - 135	7:45 - 145
5:38 - 106	6:10 - 116	6:42 - 126	7:14 - 136	7:46 - 146
5:39 - 106	6:11 - 116	6:43 - 126	7:15 - 136	7:47 - 146
5:40 - 106	6:12 - 116	6:44 - 126	7:16 - 136	7:48 - 146
5:41 - 107	6:13 - 117	6:45 - 127	7:17 - 137	7:49 - 147
5:42 - 107	6:14 - 117	6:46 - 127	7:18 - 137	7:50 - 147
5:43 - 107	6:15 - 117	6:47 - 127	7:19 - 137	7:51 - 147
5:44 - 107	6:16 - 117	6:48 - 127	7:20 - 137	7:52 - 147
5:45 - 108	6:17 - 118	6:49 - 128	7:21 - 138	7:53 - 148
5:46 - 108	6:18 - 118	6:50 - 128	7:22 - 138	7:54 - 148
5:47 - 108	6:19 - 118	6:51 - 128	7:23 - 138	7:55 - 148
5:48 - 109	6:20 - 119	6:52 - 129	7:24 - 139	7:56 - 149
5:49 - 109	6:21 - 119	6:53 - 129	7:25 - 139	7:57 - 149
5:50 - 109	6:22 - 119	6:54 - 129	7:26 - 139	7:58 - 149
5:51 - 110	6:23 - 120	6:55 - 130	7:27 - 140	7:59 - 150
5:52 - 110	6:24 - 120	6:56 - 130	7:28 - 140	8:00 - 150

**TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES
ON RUNS WITH AN OVERTIME DIVISOR OF 20**

Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.
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

**TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES
ON RUNS WITH AN OVERTIME DIVISOR OF 25**

Distance Miles	Overtime Accrues after Hours/Min.	Distance Miles	Overtime Accrues after Hours/Min.
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	230	9:12
205	8:12	231	9:14
206	8:14	232	9:17
207	8:17	233	9:19
208	8:19	234	9:22
209	8:22	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	240	9:36
215	8:36	241	9:38
216	8:38	242	9:41
217	8:41	243	9:43
218	8:43	244	9:46
219	8:46	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		