

THE FOLLOWING COLLECTION OF AGREEMENTS IS
FOR THE CONVENIENCE OF THE PARTIES, AND
THE INCLUSION OR EXCLUSION OF AN AGREEMENT
SHALL NOT BE CONSTRUED AS ALTERING THE
EFFECT OF SUCH AGREEMENT.

NOTE: This table of contents is intended merely as an aid and IS NOT A PART OF ANY AGREEMENT HEREIN AND IS NOT TO BE USED TO INTERPRET ANY AGREEMENT.

TABLE OF CONTENTS

<u>ITEM NUMBER</u>	<u>ITEM SUBJECT</u>	<u>PAGE</u>
1(a)	May 22, 1972 ID Agreement.....	1
1(b)	May 22, 1972 Understanding regarding Employee Protection and Suitable Lodging.....	15
1(c)	Kansas City-Salina ID miles Cheyenne-Rawlins ID miles.....	16
1(d)	Denver-Rawlins ID miles.....	17
1(e)	Kansas Division employees in Council Bluffs-Marysville pool.....	18
1(f)	ID guarantee.....	19
1(g)	ID guarantee modification.....	20
1(h)	Mileage Regulation of crews Cheyenne-Laramie, Kansas City-Salina.....	21
1(i)	Constructive miles for Dual Rights Yardmen/Brakemen.....	22
2	Consolidation of 5th and 6th Seniority District.....	23
3	Cheyenne-Rawlins Driving Allowance....	26
4	Modification Rule 49(b) for Marysville-Council Bluffs ID pool...	27
5(a)	Salt Lake-Green River ID Agreement (C) for Eastern & South-Central Districts	29
5(b)	Memorandum of Understanding of Salt Lake-Green River ID Agreement (C) for Eastern & South-Central Districts.....	33
6(a)	Salt Lake-Green River ID Agreement (T) for Eastern & South-Central Districts.....	34
6(b)	Memorandum of Understanding regarding Salt Lake-Green River ID Agreement (T) for Eastern & South-Central Districts.....	38
7(a)	Salt Lake-Green River ID Agreement (C) for Eastern District only.....	39
7(b)	Memorandum of Understanding Salt Lake-Green River ID Agreement (C).....	43
7(c)	Ogden-Green River Pool Agreement (C)..	45

<u>ITEM NUMBER</u>	<u>ITEM SUBJECT</u>	<u>PAGE</u>
8(a)	Salt Lake-Green River ID Agreement (T) for Eastern District only.....	46
8(b)	Memorandum of Understanding Salt Lake-Green River ID Agreement (T).....	50
8(c)	Ogden-Green River Pool Agreement.....	52
9	Modification of Salt Lake-Green River (C)&(T) Agreements regarding driving allowance.....	53
10	Modification of Salt Lake-Green River ID Agreements (C)&(T) on Eastern & South-Central Districts.....	54
11	Dogcatching, Cheyenne-Rawlins.....	56
12	Dogcatching, Cheyenne-Rawlins ID crews.....	58
13	Derrick Service, Cheyenne-Rawlins.....	60
14(a)	Modification of Rule 41 ID Service....	61
14(b)	Modification of Rule 41 ID Service....	63
15(a)	Joint ID Agreement establishing Cheyenne-Hanna Service.....	64
15(b)	Joint Cheyenne-Hanna ID Agreement.....	66
15(c)	Calling Time.....	70
15(d)	Tabulation of Runs, Cheyenne-Hanna....	71
16	Dogcatching, Cheyenne-Hanna.....	72
17	5th & 6th Seniority District Turned Short of Far Terminal.....	73
18(a)	13th Seniority District.....	74
18(b)	13th Seniority District, Conductors Extra Board.....	79
18(c)	Reliance Mine Understanding.....	80
18(d)	13th District Trainee Pay for Conductors.....	81
18(e)	Forcing employees to protect 13th Seniority District.....	82
18(f)	Prior Right Work on 13th Seniority District.....	83
19(a)	Rawlins-Ogden ID Service.....	84
19(b)	Rawlins-Ogden ID Runs Apportionment of Miles.....	86
19(c)	Tabulation of Runs--Rawlins-Ogden....	87
20(a)	Salt Lake-Rawlins ID Agreement for Eastern & South-Central Districts...	88
20(b)	Salt Lake-Rawlins ID Agreement for Eastern District only.....	94
20(c)	Salt Lake-Rawlins, miles allowed prior rights employees.....	96
20(d)	Memorandum of Understanding regarding driving allowance.....	97

<u>ITEM NUMBER</u>	<u>ITEM SUBJECT</u>	<u>PAGE</u>
21(a)	Pocatello-Rawlins ID Agreement for Eastern & South-Central Districts...	99
21(b)	Pocatello-Rawlins Apportionment of Work for Eastern & South-Central Districts.....	106
21(c)	Pocatello-Rawlins ID Agreement for Eastern District only.....	109
21(d)	Memorandum of Understanding.....	111
22(a)	Oakley-Salina ID Agreement.....	112
22(b)	Oakley-Salina Modification of May 22, 1972 ID Agreement.....	114
22(c)	Driving Allowances.....	115
22(d)	Guaranteed Extra Board--Brakemen, Oakley.....	117
23	ID Benefits to Kansas City-Marysville pools.....	119
24(a)	Operating Vacation Synthesis through January 27, 1972.....	121
24(b)	Vacation Synthesis Modification by August 25, 1978 National Agreement..	130
24(c)	Vacation Schedules.....	132
24(d)	Advancing and Deferring Vacations December 30, 1965 Agreement.....	135
24(e)	Advancing and Deferring Vacations November 26, 1968 Agreement.....	140
24(f)	Advancing Vacation and Returning from Vacation--Pool Freight Service.	142
25(a)	Holiday Pay Synthesis.....	144
25(b)	Holiday Pay--November 10, 1976 Agreement implementing Article III, January 29, 1975 National Agreement.	150
26	June 25, 1964 National Agreement	151
27	January 27, 1972 National Agreement...	157
28	August 25, 1978 National Agreement....	170

This agreement made and entered into this 22nd day of May, 1972 by and between UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT (hereinafter called "Company") and the UNITED TRANSPORTATION UNION (C)(T) (hereinafter called "UTU") pursuant to Article XII, "Interdivisional Service" of the National Agreement dated January 27, 1972.

It is mutually agreed by and between the parties hereto as follows:

NOTE: For the purpose of this agreement, Seniority Districts are identified by District Number as follows:

<u>DISTRICT NUMBER</u>	<u>TERRITORY</u>
1	Omaha to Grand Island and branches, including Beatrice.
2	Grand Island to North Platte and branches, to but not including Hastings.
3	North Platte to Sidney and North Platte branch, including Yoder and South Torrington.
4	Sidney to Cheyenne and North Platte Cut-Off to Gering and South Torrington.
5	Cheyenne to Laramie and branches.
6	Laramie to Rawlins and branches.
7	Rawlins to Green River and branches.
8	Green River to Ogden and branches.
9	Kansas City to Junction City and branches, to but not including Beatrice.
10	Junction City to Ellis and branches to Plainville.
11	St. Joseph to Marysville and Marysville to Grand Island and/or Hastings.
12	Ellis to Cheyenne and/or Laramie via Denver and branches including Julesburg and Plainville branch from Oakley to Plainville.

PART I

ESTABLISHMENT OF INTERDIVISIONAL SERVICE*

Section 1. In accordance with Sections 1 and 2 of Article XII of the National Agreement dated January 27, 1972 and subject to the provisions of Section 2 of this Part I, the Company may establish interdivisional service as set forth below:

(a) Grand Island, Nebraska will be eliminated as an away-from-home terminal for First District employees and as a home terminal for Second District employees, and employees on the First and Second Seniority Districts will operate between Council Bluffs, Iowa and North Platte, Nebraska.

i. These runs will be manned by First and Second District employees on the basis of the ratio of miles that the First and Second Seniority Districts, respectively, bear to the total miles of the run.

ii. The home terminal for First District employees assigned to these runs will be Council Bluffs; the home terminal for Second District employees will be North Platte.

iii. Employees operating from Council Bluffs to North Platte will be allowed 278 road miles; employees operating from North Platte to Council Bluffs will be allowed 278 road miles.

(b) Hastings, Nebraska will be eliminated as a terminal, and employees on the Second and Eleventh Seniority Districts will operate between Marysville, Kansas and North Platte, Nebraska.

i. These runs will be manned by Second and Eleventh District employees on the basis of the ratio of miles that the Second and Eleventh Districts, respectively, bear to the total miles of the run.

ii. The home terminal for Second District employees assigned to these runs will be North Platte; the home terminal for Eleventh District employees will be Marysville.

*For the purposes of this agreement the phrase "Interdivisional Service" means "Interdivisional, Interseniorty District, Intradivisional and/or Intraseiorty District Service" (Freight or Passenger) as used in Article XII of the National Agreement dated January 27, 1972.

iii. Employees operating from Marysville to North Platte will be allowed 249 road miles; employees operating from North Platte to Marysville will be allowed 248 road miles.

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

i. These runs will be manned by Third and Fourth District employees on the basis of the ratio of miles that the Third and Fourth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for Third District employees assigned to these runs will be North Platte; the home terminal for Fourth District employees will be Cheyenne.

iii. Employees operating from North Platte to Cheyenne will be allowed 222 road miles; employees operating from Cheyenne to North Platte will be allowed 221 road miles.

(d) Sterling, Colorado will be eliminated as an away-from-home terminal, and employees on the Third and Twelfth Districts will operate between North Platte, Nebraska and Denver, Colorado.

i. These runs will be manned by Third and Twelfth District employees on the basis of the ratio of miles that the Third and Twelfth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for Third District employees assigned to these runs will be North Platte; the home terminal for Twelfth District employees will be Denver.

iii. Employees operating from North Platte to Denver will be allowed 274 road miles; employees operating from Denver to North Platte will be allowed 273 road miles.

(e) Junction City, Kansas will be eliminated as an away-from-home terminal, and employees on the Ninth and Tenth Districts will operate between Kansas City and Salina, Kansas.

i. These runs will be manned by Ninth and Tenth District employees on the basis of the ratio of miles that the Ninth and Tenth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for Ninth District employees assigned to these runs will be Kansas City; the home terminal for Tenth District employees will be Salina.

iii. Employees operating from Kansas City to Salina will be allowed 181 road miles; employees operating from Salina to Kansas City will be allowed 181 road miles.

(f) Hugo, Colorado will be eliminated as an away-from-home terminal, and employees on the Twelfth Seniority District will operate between Sharon Springs, Kansas and Denver, Colorado.

i. The home terminal for Twelfth District employees assigned to these runs will be Denver.

ii. Employees operating from Sharon Springs to Denver will be allowed 208 road miles; employees operating from Denver to Sharon Springs will be allowed 209 road miles.

(g) Laramie, Wyoming will be eliminated as a terminal, and employees on the Fifth and Sixth Seniority Districts will operate between Cheyenne, Wyoming and Rawlins, Wyoming.

i. These runs will be manned by Fifth and Sixth District employees on the basis of the ratio of miles that the Fifth and Sixth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for these runs will be Cheyenne, Wyoming.

iii. Employees operating from Cheyenne to Rawlins will be allowed 170 road miles; employees operating from Rawlins to Cheyenne will be allowed 172 road miles.

(h) Ellis, Kansas will be eliminated as a home terminal, and employees on the Tenth and Twelfth Seniority Districts will operate between Salina, Kansas and Sharon Springs Kansas.

i. These runs will be manned by Tenth and Twelfth District employees on the basis of the ratio of miles that the Tenth and Twelfth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for these runs will be Salina, Kansas.

iii. Employees operating from Salina to Sharon Springs will be allowed 243 road miles; employees operating from Sharon Springs to Salina will be allowed 242 road miles.

(i) Beatrice, Nebraska will be eliminated as an away-from-home terminal, and employees on the First and Ninth Districts will operate between Marysville, Kansas, and Council Bluffs, Iowa.

i. These runs will be manned by First and Ninth District employees on the basis of the ratio of miles that the First and Ninth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for employees assigned to these runs will be Council Bluffs.

iii. Employees operating from Marysville to Council Bluffs will be allowed 156 road miles; employees operating from Council Bluffs to Marysville will be allowed 156 road miles.

(j) Between Denver, Colorado and Rawlins, Wyoming.

i. These runs will be manned by Fifth, Sixth and Twelfth District employees on the basis of the ratio of miles that the Fifth, Sixth and Twelfth Districts, respectively, bear to the total miles of the run.

ii. The home terminal for these runs will be Denver.

iii. Employees operating from Denver to Rawlins will be allowed 264 road miles; employees operating from Rawlins to Denver will be allowed 265 road miles.

Section 2. (a) Any of the runs set forth in Section 1, Part I above which do not operate through a home terminal or home terminals of previously existing runs which are to be extended may be placed in effect by the Company upon service on the UTU of a 60-day written notice.

(b) Any of the runs set forth in Section 1, Part I above which will operate through a home terminal or home terminals of previously existing runs which are to be extended may be placed in effect by the Company upon service on the UTU of a 90-day written notice.

Section 3. The establishment of interdivisional service other than as specifically provided for in Section 1, Part I, shall be subject to the provisions of Article XII of the National Agreement dated January 27, 1972.

PART II

MILEAGE ALLOWANCES AND EQUALIZATION OF MILEAGE

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

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

PART III

RULES CHANGES

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

(a) Paragraph (a) of Rule 29 "Overtime" will be modified as follows:

"On interdivisional runs of 200 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 200 miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 10 hours. Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate.

"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."

Overtime paid employees in interdivisional service under this paragraph (a) will be computed and paid for on the speed basis of 12½ miles per hour at the rate of time and one-half.

(b) The first paragraph of Rule 74 "Held at Other Than Home Terminal", is modified to read:

" Employees in interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed."

PART IVRETIREMENT ALLOWANCE

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

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

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

For the purpose of this agreement, the ages and birth dates of employees will be those shown in the records of the Company.

Section 2. The acceptance of the retirement allowance shall be at the option of the eligible employee 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 employee who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the Carrier, and the effective date of such termination shall be that date so specified by the Company and such date shall be within thirty (30) days of the date of the offer unless otherwise agreed by the parties hereto. A minimum of fifteen (15) calendar days' advance notice of the date of termination of employment shall be given the employee offered a retirement allowance.

Section 4. The allowance provided in this Part IV shall be paid within sixty (60) calendar days of the date of the termination of employment relationship of the eligible employee except at the option of the eligible employee 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 employee accepting such retirement allowance is entitled as of the date of his retirement.

PART V

EMPLOYEE PROTECTION

Section 1. Each employee adversely affected by the application of this agreement will be covered by, and be subject to, the provisions of Article XIII "Protection of Employees" of the National Agreement dated January 27, 1972 except that an employee, who is required to change his place of residence because of the implementation of this agreement and who qualifies for the benefits provided in Section 9 of said Article XIII, shall be allowed a total lump sum of \$1,000.00 in lieu of both the maximum of five (5) working days and the \$400.00 transfer allowance provided for in said Section 9 of Article XIII. Other than as specifically provided herein benefits available under said Article XIII are not altered by this Section 1.

Section 2. Each employee, who is required to change his place of residence because of the implementation of this agreement and who qualifies for the \$1,000.00 lump sum payment provided for in Section 1 of this Part V, and who is also a "Home Owner" as defined herein shall also be allowed:

(a) \$1,000.00 or

(b) The difference, per square foot, between the "cost of new construction" at the home terminal from which removed and the "cost of new construction" at the new home terminal, provided the latter is greater, times the total square footage of the employee's home from which removed.

i. The "cost of new construction" shall be determined as of the date of the written notice referred to in Section 2, Part I, of this agreement and shall be based on the average construction cost of new, single family, residential dwellings at the point in question.

ii. Should a controversy arise with respect to the "cost of new construction" or any question in connection with this matter, it shall be decided through joint conference between the General Chairman of the UTU and The Director of Labor Relations of the Company, and, in the event they are unable to agree, the dispute may be referred by either party to a board of three real estate appraisers, each of whom is a Member of the American Institute of Real Estate Appraisers, selected in the following manner: One to be selected

by the representatives of the Employees and the Company, 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.

NOTE: "Home owner" as used herein means an employe who, on the date of the written notice referred to in Section 2, Part I of this agreement owns his own home or who is purchasing his own home under a land contract and who, as a result of the application of this agreement, is required to change his place of residence within the meaning of Section 9 of Article XIII of the National Agreement dated January 27, 1972.

Section 3.

(a) Any employe whose home terminal is changed as a result of the application of this agreement, but who does not immediately change his place of residence, will be allowed 10¢ per mile driving allowance to and from his new home terminal until he changes his place of residence, but in no event will he be entitled to receive such driving allowance for a period of more than 60 days from the effective date of the written notice referred to in Section 2, Part I of this agreement.

(b) Any employe whose home terminal is moved a distance of less than 60 miles as a result of this agreement must, within the 60 day period referred to in paragraph (a) above, elect in writing and file such election with the Superintendent of the Company and Local Chairman of the UTU whether he

will change or not change his place of residence to his new home terminal. In the event any such employe elects not to change his place of residence or fails to make an election within the 60 day period referred to above he will thenceforth be allowed a \$5.00 driving allowance for each round trip to and from his new home terminal, which driving allowance shall be in lieu of any and all other benefits to which he otherwise may have been entitled under Section 9 of Article XIII of the National Agreement dated January 27, 1972.

Section 4. After establishment of interdivisional service on any of the territories listed in Section 1, Part I, of this agreement, the protected period for displaced employes will commence on the effective date of the written notice referred to in Section 2, Part I, of this agreement, and the Company will, on request of any such displaced employe or his representative, furnish within a reasonable time figures representing his "average monthly compensation" and "average monthly time paid for" as those terms are used in Section 3(b) of Article XIII of the National Agreement dated January 27, 1972.

PART VI

MEALS AND LODGINGS

Section 1. Employes in interdivisional service will be allowed a \$2.00 meal allowance after 4 hours at the away-from-home terminal and another \$2.00 allowance after being held an additional 8 hours.

Section 2. 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 Company 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 3. Suitable lodgings will be provided for employes in interdivisional service in accordance with the provision of Article II of the June 25, 1964 Agreement which lodgings will be equivalent to the existing lodging facilities now provided. (Also, suitable transportation to and from lodging point will be provided for employes in interdivisional service where the designated lodging facility is not within one mile of the register point.

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

At North Platte, while the existing lack of public transportation persists, the Company will there provide shuttle service at regular intervals for employes engaged in interdivisional service between the register point and the designated lodging facility. In the event public transportation becomes available at North Platte the provisions of the first paragraph of this Section 3 will apply.

Section 4. When an employe engaged in interdivisional service is required to deadhead to his far terminal to attend a disciplinary hearing as provided for by Section 5, Part VIII of this agreement such employe may use the designated lodging facility while required to remain at the far terminal incident to attending such investigation.

PART VII

EXTRA BOARDS

Section 1. Irregular and unassigned non-interdivisional service, including dog-catching, shall be protected and manned by extra employes from the seniority district over which such service operates.

Section 2. Vacancies in interdivisional service occurring at the far terminal of the turn will be protected and manned by extra employes from the home terminal of the turn. If such extra employes cannot be made available at calling time of such turn at the far terminal the vacancy will be protected and manned in accordance with the provisions of the supplemental agreement dated October 7, 1970 entitled "Brakemen Used Off Assignment"; and in that event, the extra employe called from the home terminal will protect the resulting vacancies for which such extra employes are available at the far terminal.

Section 3. Dog-catching in interdivisional service in territories having two home terminals shall be protected and manned by extra employes from the seniority district over which such service operates.

PART VIII

MISCELLANEOUS PROVISIONS

Section 1. When an employe engaged in interdivisional service 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 Company shall authorize and provide suitable transportation for the employe.

Section 2. An employe returning to active service as a conductor or brakeman from leave of absence, discipline, promotion to an official position with the Company or full time assignment as a representative of the UTU will be given the options and resulting benefits provided for in this agreement to the extent he qualifies therefor, with time limitations contained herein running from the date of his return to active service.

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

Section 4. Employes called for interdivisional service and not used shall be allowed 50 miles and stand first out; and if held on duty to exceed four hours, such employe shall be allowed 100 miles and stand first out and shall be restored to his same relative position on the pool board at first opportunity.

Section 5. Disciplinary hearings involving an employe who is engaged in interdivisional service will be held at the employe's home terminal, except when the majority of the crew lives elsewhere. If attendance at an investigation requires an employe to travel over any portion of the interdivisional territory, he will be allowed deadhead miles over that portion of the territory where he holds no primary rights.

EXAMPLE - A Fourth District employe is required to travel from Cheyenne to North Platte for an investigation. He will be allowed deadhead miles from Sidney to North Platte to Sidney.

Section 6. Except in case of wrecks, floods, washouts and storms, employes manning interdivisional service will not be tied up enroute under the Hours of Service Act and held at such intermediate point and then required to resume their trip after obtaining legal rest. In the event of non-compliance with this Section 6 the held employe will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to his same relative position on the board.

Section 7. An employe in interdivisional service having time to work under the Hours of Service Act will not be required to exchange trains with an employe who is on short time under the Hours of Service Act. In the event of non-compliance with this Section 7 the employes who are required to exchange trains will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to their same relative position on the board.

Section 8. It is understood that the road mileage figures set forth in Part I, Section 1, of this agreement are intended to represent the actual distances between the designated departure point at the initial terminal of the run and the designated arrival point at the final terminal of the run. If such mileage figures are proved to be other than as listed, such figures will be adjusted accordingly.

PART IX

IMPLEMENTING PROCEDURE

Section 1. Notices referred to in Section 2, Part I of this agreement may be served by the Company on or after 12:01 AM, May 22, 1972.

Section 2. When a notice is served pursuant to Section 2, Part I of this agreement establishing interdivisional service on a district or territory having two home terminals, the parties

will meet within 7 days of the date of service of such notice to attempt to agree upon how employees from the interdivisional pools at each of these home terminals will be used for such interdivisional service. Unless otherwise agreed to by the effective date of the interdivisional service as specified in the notice, the following procedures will apply.

(a) A separate interdivisional pool will be established and maintained at each home terminal.

(b) Employees will be called from such interdivisional pools on a first in, first out basis, alternating as between such interdivisional pools so far as practical, with any imbalance in mileage as between such interdivisional pools to be adjusted in accordance with paragraph (c) of this section.

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

Section 3. Subject to the provisions of Section 4 of this Part IX, when a notice is served pursuant to Section 2, Part I of this agreement establishing interdivisional service on a district or territory having only one home terminal, a single interdivisional pool will be established and maintained at the home terminal and employees will operate in interdivisional service on a first-in, first-out basis from that interdivisional pool.

Section 4. Nothing in this agreement shall be construed as modifying or amending any of the "Blue Print Board" agreements in effect between the Company and the UTU.

PART X

NO DUPLICATION OF BENEFITS

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

PART XI

EFFECT ON AGREEMENT RULES

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

PART XII

This agreement shall become effective May 22, 1972 and will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Dated at Omaha, Nebraska this 22nd day of May, 1972.

UNITED TRANSPORTATION UNION (C) UNION PACIFIC RAILROAD COMPANY

T. K. Latman
General Chairman

J. H. Kenney
Director of Labor Relations

UNITED TRANSPORTATION UNION (T)

J. R. Dennis
General Chairman

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) (T)

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED May 22, 1972, BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE UNITED TRANSPORTATION UNION (C) (T) COVERING ESTABLISHMENT OF INTERDIVISIONAL SERVICE.

1. In the application of Part V "Employee Protection" the time limit for initiating claims by displaced employees will be 180 days (instead of 90 days) from the date of the effective date of the written notice referred to in Section 2, Part I.

2. If the procedures set forth in Part IX "Implementing Procedure" are not working out satisfactorily to any party to this agreement after 123 months after the effective date of the written notice referred to in Section 2, Part I of the agreement, the parties signatory hereto will meet to formulate a mutually agreeable procedure for using crews.

3. Suitable lodging for employees in interdivisional service will consist of a single occupancy room with a bath or shower, a wash basin, two chairs and a writing table. The room will be cleared and serviced between each occupancy. The room shall be adequately cooled or heated where climatic conditions at the particular location normally require such cooling or heating. This will not apply to Company Clubhouses and where there are no facilities reasonably available which qualify as "suitable lodging" as described above, the Company will have one year from the effective date of the written notice referred to in Section 2, Part I of the agreement to provide such suitable lodging.

This will not estop the parties from working out an equitable allowance in lieu of providing suitable lodging.

Dated at Omaha, Nebraska this 22nd day of May, 1972.


FOR
UNITED TRANSPORTATION UNION (C)

FOR
UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations

FOR
UNITED TRANSPORTATION UNION (T)


General Chairman

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) (T)

IT IS AGREED:

1. For the territories listed below, conductors or brakemen having a seniority date as conductor or brakeman as of May 22, 1972 on such territories will, in lieu of the road miles contained in Section 1, Part I, of the agreement dated May 22, 1972, be paid the road miles listed below when operating in interdivisional service on these territories:

(a) Employees operating from Kansas City to Salina will be allowed 196 road miles; employees operating from Salina to Kansas City will be allowed 196 road miles.

(b) Employees operating from Cheyenne to Rawlins will be allowed 193 road miles; employees operating from Rawlins to Cheyenne will be allowed 195 road miles.

The road miles specified in Paragraphs (a) and (b) above shall also be paid to such employees in interdivisional service for deadheading over the territories listed therein.

2. Employees operating in non-interdivisional service between Cheyenne and Laramie or Salina and Junction City will continue to receive the mileage allowances specified in the Schedule of Rules.

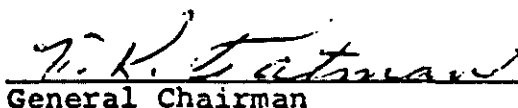
Dated at Omaha, Nebraska this 22nd day of May , 1972.

FOR THE

UNITED TRANSPORTATION UNION (C):

FOR THE

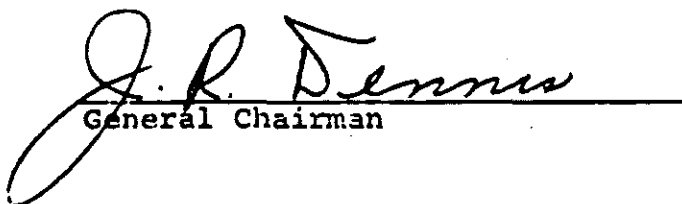
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

FOR THE

UNITED TRANSPORTATION UNION (T):


General Chairman

E-013-23-4-IR
August 11, 1975

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

1. For the territory listed below, conductors or brakemen having a seniority date as conductor or brakeman as of August 11, 1975 on such territory shall, in lieu of the road miles contained in Part I, Section 1(j) of the Interdivisional Runs Agreement dated May 22, 1972, be paid the road miles listed below when operating in interdivisional service from Denver to Rawlins or Rawlins to Denver.

Employees operating from Denver to Rawlins shall be allowed 285 road miles; employees operating from Rawlins to Denver shall be allowed 286 road miles.

2. For this interdivisional service between Denver and Rawlins, Denver shall be considered an outlying point for 5th and 6th District employees and when initially taking or finally leaving an assignment at Denver such 5th and 6th District employees shall be allowed \$14.00 for a one-way trip when required to drive their personally owned automobile.

Dated at Omaha, Nebraska this 11th day of August, 1975.

FOR THE
UNITED TRANSPORTATION UNION (C) (T):

FOR THE
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS

EASTERN DISTRICT

J. H. KENNY
DIRECTOR OF LABOR RELATIONS

P. A. JORDAN
ASST. DIRECTOR OF LABOR RELATIONS

1418 DODGE STREET
OMAHA, NEBRASKA 68102

May 22, 1972

V. K. Tatman, General Chairman
United Transportation Union (C)
Omaha, Nebraska

J. R. Dennis, General Chairman
United Transportation Union (T)
Omaha, Nebraska

Gentlemen:

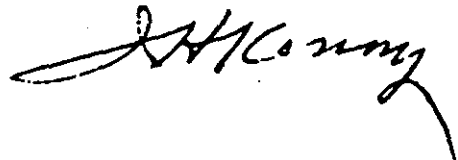
This will confirm our understanding that Kansas Division employees who may be used in the Council Bluffs-Marysville pool to protect interdivisional service established pursuant to Part I, Section 1(i) of the agreement dated May 22, 1972 will be permitted to have their home terminal at Marysville when such arrangements can be made without additional expense to the Company.

Yours truly,

A C C E P T E D:


General Chairman, UTU(C)


General Chairman, UTU(T)



A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) (T)

IT IS AGREED:

1. For a period of 3 months from the effective date of the written notice referred to in Section 2, Part I of the agreement dated May 22, 1972¹ an employee assigned and working in interdivisional service will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day on which he works in such interdivisional service.

2. For a period of ten years following the expiration of the 3 month period provided for in paragraph 1 above, if an employee working in interdivisional service earns less than 3850 miles in any calendar month due to crews being called other than pursuant to Part IX, Section 2 of the agreement dated May 22, 1972¹ the Carrier shall reimburse such employee for such loss. The reimbursement provided for in this paragraph 2 shall be applied on a pro rated basis to an employee working in interdivisional service during only a portion of the calendar month.

Dated at Omaha, Nebraska this 22nd day of May,
1972.

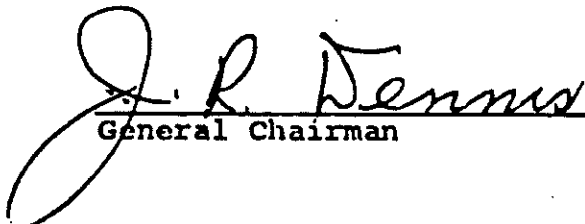
FOR THE
UNITED TRANSPORTATION UNION (C):

FOR THE
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

FOR THE
UNITED TRANSPORTATION UNION (T):


General Chairman

UNION PACIFIC RAILROAD COMPANY

J. M. KENNY
DIRECTOR OF LABOR RELATIONS
J. E. TRUMMER
ASST. DIRECTOR OF LABOR RELATIONS



1416 DODGE STREET
OMAHA, NEBRASKA 68179

E-013-23-4

DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

December 23, 1975

R. B. Murdock, General Chairman
United Transportation Union (C)&(T)
Omaha, Nebraska

Dear Sir:

Paragraph 2 of Agreement dated May 22, 1972 dealing with guarantees for ID crews reads:

"2. For a period of ten years following the expiration of the 3 month period provided for in paragraph 1 above, if an employe working in inter-divisional service earns less than 3850 miles in any calendar month due to crews being called other than pursuant to Part IX, Section 2 of the agreement dated May 22, 1972 the Carrier shall reimburse such employe for such loss. The reimbursement provided for in this paragraph 2 shall be applied on a pro rated basis to an employe working in interdivisional service during only a portion of the calendar month.

IT IS AGREED that this paragraph 2 is changed to read:

"2. For a period of ten years following the expiration of the 3 month period provided for in paragraph 1 above, if an employe working in inter-divisional service earns less than 3800 district road miles in any calendar month due to crews being called other than pursuant to Part IX, Section 2 of the agreement dated May 22, 1972 the Carrier shall reimburse such employe for such loss. The reimbursement provided for in this paragraph 2 shall be applied on a pro rated basis to an employe working in interdivisional service during only a portion of the calendar month."

This agreement is effective January 1, 1976 and may be terminated by the serving of a ten-day written notice by either party upon the other.

Yours truly,

ACCEPTED:

A handwritten signature in dark ink, appearing to read "R. B. Murdock".
General Chairman

A handwritten signature in dark ink, appearing to read "J. M. Kenny".

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS

EASTERN DISTRICT

J. H. KENNY
DIRECTOR OF LABOR RELATIONS
P. A. JORDAN
ASST. DIRECTOR OF LABOR RELATIONS

1416 DODGE STREET
OMAHA, NEBRASKA 68102

E-013-23-4

July 14, 1972

V. K. Tatman, General Chairman
United Transportation Union (C)
Omaha, Nebraska

J. R. Dennis, General Chairman
United Transportation Union (T)
Omaha, Nebraska

Gentlemen:

In interdivisional service between Cheyenne and Rawlins the constructive miles allowed Fifth District employees (Cheyenne-Laramie) will be counted when adjusting crew boards of Fifth District employees only.

In interdivisional service between Kansas City and Salina the constructive miles allowed Tenth District employees (Junction City-Salina) will be counted when adjusting crew boards of Tenth District employees only.

Yours truly,

A C C E P T E D:

V. K. Tatman
General Chairman, UTU (C)

J. R. Dennis
General Chairman, UTU (T)



UNION PACIFIC RAILROAD COMPANY

**DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT**

J. M. KENNY
DIRECTOR OF LABOR RELATIONS
P. A. JORDAN
ASST. DIRECTOR OF LABOR RELATIONS

1416 DODGE STREET
OMAHA, NEBRASKA 68102
E-013-23-4-IR

July 24, 1972

V. K. Tatman, General Chairman
United Transportation Union (C)
Omaha, Nebraska

J. R. Dennis, General Chairman
United Transportation Union (T)
Omaha, Nebraska

Gentlemen:

INTERDIVISIONAL RUNS


This letter of understanding will confirm our discussion of the following points with respect to the Interdivisional Runs Agreement of May 22, 1972:

The provisions of Section 1 of the supplemental agreement dated May 22, 1972 (specifying that conductors and brakemen having a seniority date as of May 22, 1972 shall receive 193 road miles for operating from Cheyenne to Rawlins and 195 road miles for operating from Rawlins to Cheyenne) apply to dual rights yardmen-brakemen having a seniority date as of May 22, 1972 when such dual rights employees work in interdivisional service.

The additional 23 road miles allowed employees having a seniority date as of May 22, 1972 for operating in each direction between Cheyenne and Rawlins belong to, and shall be counted only by, employees of the Fifth District for purposes of determining their ratio of miles in the manning of interdivisional runs.

Yours truly,

A C C E P T E D:


General Chairman, UTU (C)


General Chairman, UTU (T)



E-013-23-4-IR

A G R E E M E N T
between

UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) (T)

Consolidation of Conductors' and
Brakemen's Seniority Districts,
Cheyenne-Laramie and Branches, and Laramie-
Rawlins and Branches

Effective 12:01 AM September 15, 1972 Conductors' and Brakemen's Seniority Districts Cheyenne-Laramie and Laramie-Rawlins shall be consolidated and a new Seniority District encompassing the territory Cheyenne-Rawlins shall be created, subject to the conditions set forth below:

1. Employees holding seniority dates as brakemen or dual rights employees on the territory Cheyenne-Laramie as of the close of the day on September 14, 1972 will retain prior rights in such service on the territory Cheyenne-Laramie according to their then existing relative seniority status, and will be given a seniority date as brakemen on the territory Laramie-Rawlins as of 12:01 AM, September 15, 1972 following the junior brakeman on the territory Laramie-Rawlins in the same relative standing as on the territory Cheyenne-Laramie.
2. Employees holding seniority dates as brakemen or dual rights employees on the territory Laramie-Rawlins as of the close of the day on September 14, 1972 will retain prior rights in such service on the territory Laramie-Rawlins according to their then existing relative seniority status, and will be given a seniority date as brakemen on the territory Cheyenne-Laramie as of 12:01 AM, September 15, 1972 following the junior brakeman on the territory Cheyenne-Laramie in the same relative standing as on the territory Laramie-Rawlins.
3. Employees holding seniority dates as conductors on the territory Cheyenne-Laramie as of the close of the day on September 14, 1972 will retain prior rights in such service on the territory Cheyenne-Laramie according to their then existing relative seniority status, and will be given a seniority date as conductors on the territory Laramie-Rawlins as of 12:01 AM, September 15, 1972 following the junior conductors on the territory Laramie-Rawlins in the same relative standing as on the territory Cheyenne-Laramie.

4. Employees holding seniority dates as conductors on the territory Laramie-Rawlins as of the close of the day on September 14, 1972 will retain prior rights in such service on the territory Laramie-Rawlins according to their then existing relative seniority status, and will be given a seniority date as conductors on the territory Cheyenne-Laramie as of 12:01 AM, September 15, 1972 following the junior conductor on the territory Cheyenne-Laramie in the same relative standing as on the territory Laramie-Rawlins.

5. Dual rights men hired on and after 12:01 AM September 15, 1972 on the Wyoming Division who elect to hold road rights on the territory Cheyenne-Rawlins will be accorded a seniority date as brakeman covering the entire territory Cheyenne-Rawlins.

6. On and after 12:01 AM September 15, 1972 a consolidated seniority roster will be maintained for the seniority district encompassing the territory Cheyenne-Rawlins.

7. Employees who on September 14, 1972 hold seniority as brakemen on the territory Cheyenne-Laramie or Laramie-Rawlins who are promoted to conductor on or after September 15, 1972 will be considered prior rights conductors under the provisions of this agreement.

8. Employees holding seniority as brakeman and/or conductor on the territory Cheyenne-Laramie or Laramie-Rawlins who are temporarily suspended, dismissed from service, or on authorized leave on September 14, 1972 shall be accorded a seniority date in the other appropriate territory on their return to service in the same manner as though they had been in service on September 14, 1972.

9. Conductors or brakemen holding prior rights on either the territory Cheyenne-Laramie or Laramie-Rawlins may, but shall not be required to, exhaust their seniority on other than the territory whereon they hold prior rights before being furloughed.

10. Conductors holding prior rights on either the territory Cheyenne-Laramie or Laramie-Rawlins may, but shall not be

required to by virtue of their seniority, accept assignment, other than extra, on that portion of the seniority district where they do not hold prior rights.

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

FOR THE
UNITED TRANSPORTATION UNION (C):

FOR THE
UNION PACIFIC RAILROAD CO.:

N. K. Latham
General Chairman

J. H. Keeney
Director of Labor Relations

FOR THE
UNITED TRANSPORTATION UNION (T):

J. R. Dennis
General Chairman

**MODIFICATION OF THE INTERDIVISIONAL
SERVICE AGREEMENT DATED MAY 22, 1972
FOR THE TERRITORY CHEYENNE-RAWLINS**

Part V, Section 3, Paragraph (b) of the Interdivisional Service Agreement dated May 22, 1972 between the Union Pacific Railroad and the United Transportation Union (C) (T) is amended to read as follows for the territory Cheyenne-Rawlins:

"(b) Any employe whose home terminal is moved a distance of less than 60 miles as a result of this agreement must, within three years from the effective date of the written notice referred to in Section 2, Part I of this agreement, elect in writing and file such election with the Superintendent of the Company and Local Chairman of the UTU whether he will change or not change his place of residence to his new home terminal.

"Following the 60 day period referred to in paragraph (a) of this Section 3 and for a period of three years from the effective date of the written notice referred to in Section 2, Part I of this agreement, any employe whose home terminal is moved a distance of less than 60 miles as a result of this agreement and who has not elected to change his place of residence shall be allowed a \$5.00 driving allowance for each round trip to and from his new home terminal.

"In the event any such employe elects not to change his place of residence or fails to make an election within the three year period referred to above, he will thenceforth be allowed a \$5.00 driving allowance for each round trip to and from his new home terminal, which driving allowance shall be in lieu of any and all other benefits to which he otherwise may have been entitled under Section 9 of Article XIII of the National Agreement dated January 27, 1972."

Dated at Omaha, Nebraska this 16th day of October, 1972.

FOR
UNITED TRANSPORTATION UNION (C):

FOR
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

FOR
UNITED TRANSPORTATION UNION (T):


General Chairman

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

I. H. KENNY
DIRECTOR OF LABOR RELATIONS
P. A. JORDAN
ASST. DIRECTOR OF LABOR RELATIONS

1414 D. D. STREET
OMAHA, NEBRASKA 68102

E-013-23-4

October 23, 1972

V. K. Tatman, General Chairman,
United Transportation Union (C),
Omaha, Nebraska

J. R. Dennis, General Chairman,
United Transportation Union (T),
Omaha, Nebraska

Gentlemen:

This refers to your joint letter of July 3, 1972 about application of Rule 49(b) of the Road Schedule to conductors and brakemen in interdivisional service between Council Bluffs, Iowa and Marysville, Kansas.

Rule 49(b) of the Roadmen's Schedule reads:

"Council Bluffs-Marysville Service. When K.O. and C.K. trains are operated in two sections, crew will run through between Council Bluffs and Marysville, and be manned by four Nebraska Division crews and one Kansas Division crew. Mileage will be equalized at the end of each calendar year. Crews assigned to handle these trains will not be used in other service, and in event it is necessary to run a third section in either direction, crew injected into the assignment will be returned to his terminal deadhead unless used in unassigned through service. Home terminal will be Council Bluffs. Bulletin for Kansas Division crew shall stipulate crew may remain on run for one year without vacating or being displaced, except, conductors and brakemen may be displaced by senior conductors and brakemen who have been reduced from the extra board and who are no longer permitted to remain in service through such reduction."

- 2 -

It is understood that when posting bulletins for Kansas crews for interdivisional service between Council Bluffs and Marysville, Rule 49(b) will apply with the exception that Marysville will remain the home terminal for Kansas crews operating in such interdivisional service between Council Bluffs and Marysville. Also, in the event a permanent vacancy occurs in this service and there are no applications for such vacancy, it will be filled under the provisions of Rule 93(d)(1) of the Road Schedule.


This agreement is effective November 1, 1972 and will automatically terminate upon service of a 10-day written notice by any party to the agreement.

Yours truly,

ACCEPTED:




General Chairman, UTU(C)


General Chairman, UTU(T)

This Agreement made and entered into this 28th day of November, 1972, by and between UNION PACIFIC RAILROAD COMPANY, EASTERN AND SOUTH-CENTRAL DISTRICTS (hereinafter called "Company") and the UNITED TRANSPORTATION UNION (C), EASTERN DISTRICT and the UNITED TRANSPORTATION UNION (C), SOUTH-CENTRAL DISTRICT, (hereinafter called "UTU") pursuant to Article XII, "Interdivisional Service" of the National Agreement dated January 27, 1972.

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 2 of Article XII of the National Agreement dated January 27, 1972, 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 employees on the basis of the ratio of miles that the Eastern District and South-Central District employees, respectively, bear to the total miles of such service.

Section 3. Employees 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 XII of the National Agreement dated January 27, 1972.

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, not to exceed two non-interdivisional crews may be placed into the interdivisional pool at Green River on any calendar day 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 UTU will meet periodically (at least every 60 days) for the purpose of making whatever adjustments are necessary to equalize mileage between Eastern District and South-Central District employees as specified in Part I, Section 2 of this Agreement.

PART III

EXTRA SERVICE

Section 1. Vacancies accruing to Eastern District employees at Salt Lake City in Salt Lake City-Green River interdivisional service will be manned by Eastern District employees. Vacancies accruing to South-Central District employees at Salt Lake City in Salt Lake City-Green River interdivisional service will be manned by South-Central District employees.

Section 2. Vacancies accruing to Eastern District employees at Green River in Salt Lake City-Green River interdivisional service will be manned by Eastern District employees. Vacancies accruing to South Central District employees at Green River in Salt Lake City-Green River interdivisional service will be manned by South Central District employees. In the event no such employee (Eastern or South Central District) can be made available for the vacancy at Green River, the vacancy will be manned by an employee from the next out interdivisional crew at Green River. In the event a vacancy at Green River cannot be filled as set out above, the vacancy will be manned by an Eastern District pool freight employee with miles made by such employee allocated to Eastern District and South Central District employees as specified in Part I, Section 2 of this Agreement.

PART IV

MISCELLANEOUS PROVISIONS

Section 1. When an employe 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 employe.

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

Section 2. On interdivisional runs established under this agreement, employes 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 3. 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 Company 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 4. An employe 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 employe shall be allowed 100 miles and when rested will stand first-out and shall be restored to his same relative position on the pool board at first opportunity.

Section 5. A disciplinary hearing involving an employe 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 6. 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 employes 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, November 29, 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 employees 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 employee under this agreement shall constitute a waiver of any right of such employee 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 UTU, except as herein provided.


PART IX

This agreement shall become effective November 28, 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 Denver, Colorado, this 28th day of November, 1972.


UNITED TRANSPORTATION UNION (C)

UNION PACIFIC RAILROAD COMPANY


General Chairman, Eastern Dist.


Director of Labor Relations,
Eastern District


General Chairman, South-Central
District


Director of Labor Relations
South Central District

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 NOVEMBER 28, 1972.

Conductors 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 November 28, 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 Denver, Colorado, this 28th day of November, 1972.

UNITED TRANSPORTATION UNION (C)

V. K. Satman
General Chairman, Eastern Dist.

C. H. Keene
General Chairman South-Central
District

UNION PACIFIC RAILROAD COMPANY

J. H. Kenny
Director of Labor Relations
Eastern District

J. C. Lott
Director of Labor Relations
South-Central District

This Agreement made and entered into this 28th day of November, 1972, by and between UNION PACIFIC RAILROAD COMPANY, EASTERN AND SOUTH-CENTRAL DISTRICTS (hereinafter called "Company") and the UNITED TRANSPORTATION UNION (T), EASTERN DISTRICT and the UNITED TRANSPORTATION UNION (T), SOUTH-CENTRAL DISTRICT, (hereinafter called "UTU") pursuant to Article XII, "Interdivisional Service" of the National Agreement dated January 27, 1972.

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 2 of Article XII of the National Agreement dated January 27, 1972, 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 employees on the basis of the ratio of miles that the Eastern District and South-Central District employees, respectively, bear to the total miles of such service.

Section 3. Employees 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 XII of the National Agreement dated January 27, 1972.

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, not to exceed two non-interdivisional crews may be placed into the interdivisional pool at Green River on any calendar day 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 UTU will meet periodically (at least every 60 days) for the purpose of making whatever adjustments are necessary to equalize mileage between Eastern District and South-Central District employees as specified in Part I, Section 2 of this Agreement.

PART III

EXTRA SERVICE

Section 1. Vacancies accruing to Eastern District employees at Salt Lake City in Salt Lake City-Green River interdivisional service will be manned by Eastern District employees. Vacancies accruing to South-Central District employees at Salt Lake City in Salt Lake City-Green River interdivisional service will be manned by South-Central District employees.

Section 2. Vacancies accruing to Eastern District employees at Green River in Salt Lake City-Green River interdivisional service will be manned by Eastern District employees. Vacancies accruing to South Central District employees at Green River in Salt Lake City-Green River interdivisional service will be manned by South Central District employees. In the event no such employee (Eastern or South Central District) can be made available for the vacancy at Green River, the vacancy will be manned by an employee from the next out interdivisional crew at Green River. In the event a vacancy at Green River cannot be filled as set out above, the vacancy will be manned by an Eastern District pool freight employee with miles made by such employee allocated to Eastern District and South Central District employees as specified in Part I, Section 2 of this Agreement.

PART IVMISCELLANEOUS PROVISIONS

Section 1. When an employe 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 employe.

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

Section 2. On interdivisional runs established under this agreement, employes 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 3. 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 Company 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 4. An employe 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 employe shall be allowed 100 miles and when rested will stand first-out and shall be restored to his same relative position on the pool board at first opportunity.

Section 5. A disciplinary hearing involving an employe 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 6. Employes engaged in this interdivisional service will not be called for short turnaround service.

PART VNON-INTERDIVISIONAL SERVICE

Non-interdivisional service, including dog-catching, will continue to be manned by employes 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, November 29, 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 employees 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 employee under this agreement shall constitute a waiver of any right of such employee 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 UTU, except as herein provided.

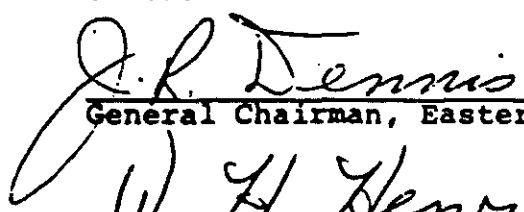
PART IX

This agreement shall become effective November 28, 1972 and will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

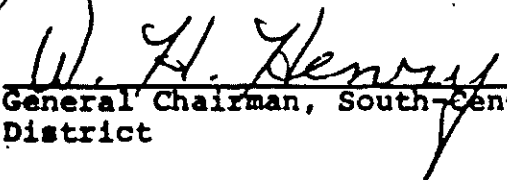
Dated at Denver, Colorado, this 28th day of November, 1972.

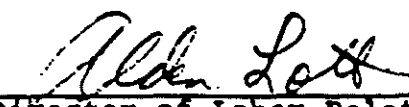
UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY


General Chairman, Eastern Dist.


Director of Labor Relations,
Eastern District


General Chairman, South-Central
District


Director of Labor Relations
South Central District


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 NOVEMBER 28, 1972.

Brakemen 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 November 28, 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 Denver, Colorado, this 28th day of November, 1972.

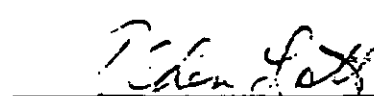
UNITED TRANSPORTATION UNION (T)


General Chairman, Eastern Dist.


General Chairman, South-Central District

UNION PACIFIC RAILROAD COMPANY


Director of Labor Relations
Eastern District


Director of Labor Relations
South-Central District

29th

This Agreement made and entered into this ~~24th~~ day of November, 1972, by and between UNION PACIFIC RAILROAD COMPANY, EASTERN DISTRICT (hereinafter called "Company") and the UNITED TRANSPORTATION UNION (C) (hereinafter called "UTU") pursuant to Article XII "Interdivisional Service" of the National Agreement dated January 27, 1972.

Upon establishment of Interdivisional Service between Salt Lake City, Utah, and Green River, Wyoming, pursuant to the Salt Lake City-Green River Interdivisional Service Agreement dated November ~~24~~ 1972, between the Eastern and South-Central Districts of the Company and the UTU representing Eastern and South-Central District conductors, the following will apply to Eastern District employees holding seniority in the Ogden-Green River territory actually engaged in such interdivisional service:

PART I

RULES CHANGES

Section 1. Paragraph (a) of Rule 29 "Overtime" will be modified as follows:

"On interdivisional runs of 200 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 200 miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 10 hours. Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate.

"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."

Overtime paid employees in interdivisional service under this paragraph (a) will be computed and paid for on the speed basis of 12½ miles per hour at the rate of time and one-half.

Section 2. The first paragraph of Rule 74 "Held at Other Than Home Terminal", is modified to read:

"Employees in interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed."

PART IIRETIREMENT ALLOWANCE

Section 1. Employees holding seniority in the Ogden-Green River territory 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 employee as of his nearest birthday on the date such allowance is offered. The amount of the allowance will be:

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

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

For the purpose of this agreement, the ages and birth dates of employees will be those shown in the records of the Company.

Section 2. The acceptance of the retirement allowance shall be at the option of the eligible employee 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 employee who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the Company, and the effective date of such termination shall be that date so 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 hereto. A minimum of fifteen (15) calendar days' advance notice of the date of termination of employment shall be given the employee offered a retirement allowance.

Section 4. The allowance provided in this Part II shall be paid within sixty (60) calendar days of the date of the termination of employment relationship of the eligible employee except at the option of the eligible employee 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 employee accepting such retirement allowance is entitled as of the date of his retirement.

PART III

GUARANTEES

Section 1. For a period of three (3) months from the effective date of the establishment of interdivisional service between Salt Lake City and Green River an employe assigned and working in such interdivisional service will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day on which he works in such interdivisional service.

Section 2. For a period of ten (10) years following the expiration of the three (3) month period provided for in Section 1 of this Part III, if an employe working in interdivisional service earns less than 3850 miles in any calendar month due to crews being called other than pursuant to Part VI, Section 2 of the Salt Lake City - Green River Interdivisional Runs Agreement dated November 1972, the Company shall reimburse such employe for such loss. The reimbursement provided for in this Section 2 shall be applied on a pro rated basis to an employe working in this interdivisional service during only a portion of the calendar month.

PART IV

NON-INTERDIVISIONAL SERVICE

Non-interdivisional service will continue to be manned by employes from the seniority district over which such non-interdivisional service operates. Employes engaged in this interdivisional service will not be used in non-interdivisional service.

PART V

MISCELLANEOUS PROVISIONS

Section 1. Except in case of wrecks, floods, washouts and storms, an employe manning this interdivisional service will not be tied up enroute under the Hours of Service Act and held at such intermediate point and then required to resume his trip after obtaining legal rest. In the event of non-compliance with this Section 1, the held employe will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to his same relative position on the board, insofar as Eastern District employes are concerned.

Section 2. An employe in this interdivisional service having time to work under the Hours of Service Act will not be required to exchange trains with an employe who is on short time under the Hours of Service Act. In the event of non-compliance with this Section 2 the employes who are required to exchange trains will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to their same relative positions on the board, insofar as Eastern District employes are concerned.

Section 3. The Company will provide a facility at Salt Lake City properly equipped for the use of employees who reside at Ogden and are standing by at Salt Lake City waiting for a call for the Salt Lake City-Green River interdivisional service.

Section 4. If a disciplinary hearing involving an Eastern District employe engaged in this interdivisional service is held at Salt Lake City and the employe is thereby required to travel between Ogden and Salt Lake City, such employe will be allowed deadhead miles between Ogden and Salt Lake City.

PART VI

NO DUPLICATION OF BENEFITS

The receipt of benefits by an employe under this agreement shall constitute a waiver of any right of such employe to receive a duplication of benefits under any other agreement to which the Company is a party.

PART VII

EFFECT ON AGREEMENT RULES

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

PART VIII

This agreement shall become effective November ²⁹~~8~~ 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~~ ^{Denver, Colo.} Utah this ²⁹~~8~~ day of November, 1972.

T. K. C. Atkinson
UNITED TRANSPORTATION UNION (C)

General Chairman, Eastern Dist.

UNION PACIFIC RAILROAD COMPANY

J. H. Kennedy
Director of Labor Relations
Eastern District

MEMORANDUM OF UNDERSTANDINGS IN CONNECTION WITH
THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE
BETWEEN SALT LAKE CITY, UTAH AND GREEN RIVER,
WYOMING PURSUANT TO THE AGREEMENT DATED NOVEMBER

7 8, 1972.

Section 1. An employe (regular or extra) who is required to report for duty and/or is relieved from duty at Salt Lake City pursuant to the Salt Lake City-Green River Interdivisional Service Agreement dated November 7, 1972 will not be considered as having been required to change his residence under the provisions of Section 9 of Article XIII of the National Agreement dated January 27, 1972, nor will he be considered as having been required to make a compensable deadhead movement; and in lieu thereof:

(a) A conductor (regular or extra) who holds seniority as such on the Ogden-Green River Seniority District as of the date interdivisional service is established pursuant to the agreement dated November 7, 1972, who is required to report for duty and is relieved from duty at Salt Lake City in interdivisional service will be allowed a \$5.00 driving allowance for each round trip. A conductor (regular or extra) who holds seniority as such on the Ogden-Green River Seniority District as of the date interdivisional service is established pursuant to the agreement dated November 7, 1972, and who is relieved from duty at Salt Lake City in interdivisional service but who did not report for duty at Salt Lake City, will be allowed 7 miles at the basic rate of pay and will be provided transportation to Ogden by the Company. If such transport does not begin within 35 minutes from time of tie-up, final time will resume after the 35th minute following tie-up. Once final time begins to accrue under this Section 1(a) it will continue to accrue until transport is begun with a minimum allowance of 30".

(b) After qualifying for 30 of the driving and/or mileage allowances provided for in paragraph (a) of this Section 1, the employe may, at his option, within 60 days of the date he qualifies for his 30th such allowance, elect to receive a lump sum of \$2,000, which lump sum allowance will be in lieu of any future driving and/or mileage allowances

(c) In the event a qualifying employe does not elect to receive the \$2,000 lump sum allowance referred to in paragraph (b) of this Section 1 within the specified 60-day period, he may at a later date elect to receive such lump sum allowance less all driving and mileage allowances paid after the 60-day period.

Section 2. The receipt of benefits under this agreement shall constitute a waiver of any right of such employe to claim or receive the same or any similar benefits under any other agreement to which the Union Pacific is a party.

Section 3. This agreement shall become effective November ~~7~~, 1972 and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

Dated at ~~Salt Lake City, Utah~~ ^{Denver, Colo} this ~~24~~ ²⁹ day of November, 1972.

UNITED TRANSPORTATION UNION (C)

UNION PACIFIC RAILROAD COMPANY

V. K. Tatman
General Chairman

A. H. Kenny
Director of Labor Relations,
Eastern District

MEMORANDUM OF UNDERSTANDING

OGDEN-GREEN RIVER POOL FREIGHT SERVICE CONDUCTORS

Upon establishment of interdivisional service between Salt Lake City, Utah and Green River, Wyoming pursuant to the Salt Lake City-Green River Interdivisional Service Agreement dated November ~~18~~ 1972 between the Eastern and South Central Districts of the Union Pacific Railroad and the United Transportation Union (C) representing Eastern District and South Central District conductors, the following provisions of the Salt Lake City-Green River Interdivisional Service Agreement dated November ~~18~~ 1972 will apply to Ogden-Green River conductors engaged in pool freight service between Ogden and Green River:

1. PART I, Section 2
2. PART V, Section 1
3. PART V, Section 2

Dated at Denver, Colo this 29th day of November, 1972.

UNITED TRANSPORTATION UNION (C)

V. K. Fatman
General Chairman

UNION PACIFIC RAILROAD COMPANY

J. H. Kearney
Director of Labor Relations
Eastern District

This Agreement made and entered into this ~~24th~~ day of November, 1972, by and between UNION PACIFIC RAILROAD COMPANY, EASTERN DISTRICT (hereinafter called "Company") and the UNITED TRANSPORTATION UNION (T) (hereinafter called "UTU") pursuant to Article XII "Interdivisional Service" of the National Agreement dated January 27, 1972.

Upon establishment of Interdivisional Service between Salt Lake City, Utah, and Green River, Wyoming, pursuant to the Salt Lake City-Green River Interdivisional Service Agreement dated November ~~28~~, 1972, between the Eastern and South-Central Districts of the Company and the UTU representing Eastern and South-Central District brakemen, the following will apply to Eastern District employees holding seniority in the Ogden-Green River territory actually engaged in such interdivisional service:

PART I

RULES CHANGES

Section 1. Paragraph (a) of Rule 29 "Overtime" will be modified as follows:

"On interdivisional runs of 200 miles or less, overtime will begin at the expiration of 8 hours; on runs of over 200 miles overtime will begin when the time on duty exceeds the miles run divided by 25, or in any case, when on duty in excess of 10 hours. Overtime shall be paid for on the minute basis at a rate per hour of 3/16ths of the daily rate.

"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."

Overtime paid employees in interdivisional service under this paragraph (a) will be computed and paid for on the speed basis of 12 1/2 miles per hour at the rate of time and one-half.

Section 2. The first paragraph of Rule 74 "Held at Other Than Home Terminal", is modified to read:

"Employees in interdivisional service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed."

PART IIRETIREMENT ALLOWANCE

Section 1. Employees holding seniority in the Ogden-Green River territory 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 employee as of his nearest birthday on the date such allowance is offered. The amount of the allowance will be:

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

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

For the purpose of this agreement, the ages and birth dates of employees will be those shown in the records of the Company.

Section 2. The acceptance of the retirement allowance shall be at the option of the eligible employee 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 employee who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the Company, and the effective date of such termination shall be that date so 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 hereto. A minimum of fifteen (15) calendar days' advance notice of the date of termination of employment shall be given the employee offered a retirement allowance.

Section 4. The allowance provided in this Part II shall be paid within sixty (60) calendar days of the date of the termination of employment relationship of the eligible employee except at the option of the eligible employee 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 employee accepting such retirement allowance is entitled as of the date of his retirement.

PART III

GUARANTEES

Section 1. For a period of three (3) months from the effective date of the establishment of interdivisional service between Salt Lake City and Green River an employe assigned and working in such interdivisional service will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day on which he works in such interdivisional service.

Section 2. For a period of ten (10) years following the expiration of the three (3) month period provided for in Section 1 of this Part III, if an employe working in interdivisional service earns less than 3850 miles in any calendar month due to crews being called other than pursuant to Part VI, Section 2 of the Salt Lake City - Green River Interdivisional Runs Agreement dated November 28, 1972, the Company shall reimburse such employe for such loss. The reimbursement provided for in this Section 2 shall be applied on a pro rated basis to an employe working in this interdivisional service during only a portion of the calendar month.

PART IV

NON-INTERDIVISIONAL SERVICE

Non-interdivisional service will continue to be manned by employes from the seniority district over which such non-interdivisional service operates. Employes engaged in this interdivisional service will not be used in non-interdivisional service.

PART V

MISCELLANEOUS PROVISIONS

Section 1. Except in case of wrecks, floods, washouts and storms, an employe manning this interdivisional service will not be tied up enroute under the Hours of Service Act and held at such intermediate point and then required to resume his trip after obtaining legal rest. In the event of non-compliance with this Section 1, the held employe will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to his same relative position on the board, insofar as Eastern District employes are concerned.

Section 2. An employe in this interdivisional service having time to work under the Hours of Service Act will not be required to exchange trains with an employe who is on short time under the Hours of Service Act. In the event of non-compliance with this Section 2 the employes who are required to exchange trains will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to their same relative positions on the board, insofar as Eastern District employes are concerned.

Section 3. The Company will provide a facility at Salt Lake City properly equipped for the use of employes who reside at Ogden and are standing by at Salt Lake City waiting for a call for the Salt Lake City-Green River interdivisional service.

Section 4. If a disciplinary hearing involving an Eastern District employe engaged in this interdivisional service is held at Salt Lake City and the employe is thereby required to travel between Ogden and Salt Lake City, such employe will be allowed deadhead miles between Ogden and Salt Lake City.

Section 5. In the application of Part III, Section 2 of the Salt Lake City-Green River Interdivisional Service Agreement dated November 7, 1972 the provisions of the agreement dated October 7, 1970 titled "Brakemen Used Off Assignment" shall apply insofar as Eastern District brakemen are concerned.

PART VI

NO DUPLICATION OF BENEFITS

The receipt of benefits by an employe under this agreement shall constitute a waiver of any right of such employe to receive a duplication of benefits under any other agreement to which the Company is a party.

PART VII

EFFECT ON AGREEMENT RULES

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

PART VIII

This agreement shall become effective November 9, 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 9th day of November, 1972.

UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY

J. R. Dennis
General Chairman, Eastern District

W. H. Kenny
Director of Labor Relations
Eastern District

MEMORANDUM OF UNDERSTANDINGS IN CONNECTION WITH
THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE
BETWEEN SALT LAKE CITY, UTAH AND GREEN RIVER,
WYOMING PURSUANT TO THE AGREEMENT DATED NOVEMBER
8, 1972.

Section 1. An employee (regular or extra) who is required to report for duty and/or is relieved from duty at Salt Lake City pursuant to the Salt Lake City-Green River Interdivisional Service Agreement dated November 7, 1972 will not be considered as having been required to change his residence under the provisions of Section 9 of Article XIII of the National Agreement dated January 27, 1972, nor will he be considered as having been required to make a compensable deadhead movement; and in lieu thereof:

(a) A brakeman (regular or extra) who holds seniority as such on the Ogden-Green River Seniority District as of the date interdivisional service is established pursuant to the agreement dated November 7, 1972, who is required to report for duty and is relieved from duty at Salt Lake City in interdivisional service will be allowed a \$5.00 driving allowance for each round trip. A brakeman (regular or extra) who holds seniority as such on the Ogden-Green River Seniority District as of the date interdivisional service is established pursuant to the agreement dated November 7, 1972, and who is relieved from duty at Salt Lake City in interdivisional service but who did not report for duty at Salt Lake City, will be allowed 7 miles at the basic rate of pay and will be provided transportation to Ogden by the Company. If such transport does not begin within 35 minutes from time of tie-up, final time will resume after the 35th minute following tie-up. Once final time begins to accrue under this Section 1(a) it will continue to accrue until transport is begun with a minimum allowance of 30".

(b) After qualifying for 30 of the driving and/or mileage allowances provided for in paragraph (a) of this Section 1, the employee may, at his option, within 60 days of the date he qualifies for his 30th such allowance, elect to receive a lump sum of \$2,000, which lump sum allowance will be in lieu of any future driving and/or mileage allowances.

(c) In the event a qualifying employee does not elect to receive the \$2,000 lump sum allowance referred to in paragraph (b) of this Section 1 within the specified 60-day period, he may at a later date elect to receive such lump sum allowance less all driving and mileage allowances paid after the 60-day period.

Section 2. The receipt of benefits under this agreement shall constitute a waiver of any right of such employe to claim or receive the same or any similar benefits under any other agreement to which the Union Pacific is a party.

Section 3. This agreement shall become effective November ~~24~~ 1972 and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

Dated at ~~Salt Lake City, Utah~~ ^{Denver, Colo} this ~~24th~~ ^{27th} day of November, 1972.

UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY

J. R. Dennis
General Chairman

J. H. Kenney
Director of Labor Relations,
Eastern District

MEMORANDUM OF UNDERSTANDING

OGDEN-GREEN RIVER POOL FREIGHT SERVICE BRAKEMEN

Upon establishment of interdivisional service between Salt Lake City, Utah and Green River, Wyoming pursuant to the Salt Lake City-Green River Interdivisional Service Agreement dated November ~~28~~ 1972 between the Eastern and South Central Districts of the Union Pacific Railroad and the United Transportation Union (T) representing Eastern District and South Central District brakemen, the following provisions of the Salt Lake City-Green River Interdivisional Service Agreement dated November ~~28~~ 1972 will apply to Ogden-Green River brakemen engaged in pool freight service between Ogden and Green River:

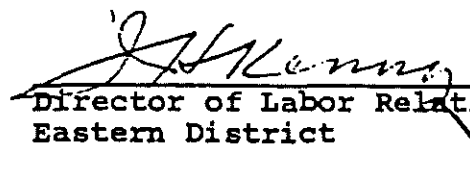
1. PART I, Section 2
2. PART V, Section 1
3. PART V, Section 2

Dated at ~~Salt Lake City, Utah~~ *Danville, Colo* this ~~28~~ *29* day of November, 1972.

UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations
Eastern District

November 4, 1977 #4

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

INTERDIVISIONAL SERVICE BETWEEN SALT LAKE CITY AND GREEN RIVER

MODIFICATION OF NOVEMBER 29, 1972 AGREEMENTS TITLED "MEMORANDUM OF UNDERSTANDINGS IN CONNECTION WITH THE ESTABLISHMENT OF INTER-DIVISIONAL SERVICE BETWEEN SALT LAKE CITY, UTAH AND GREEN RIVER, WYOMING PURSUANT TO THE NOVEMBER 29, 1972 AGREEMENT"

Section 1. The \$5 driving allowance for each round trip referred to in section 1(a) of the November 29, 1972 agreements is increased to \$8.

Section 2. The \$2,000 lump sum referred to in section 1(b) of the November 29, 1972 agreements is increased to \$2,500.

Section 3. Trainmen who received the \$2,000 lump sum settlement under section 1(b) of the November 29, 1972 agreements will be entitled to a driving allowance of \$2.50 under section 1(a) of the November 29, 1972 agreements.

Section 4. Trainmen who receive a lump sum allowance of \$2,500 under the agreements establishing interdivisional service between Salt Lake City and Rawlins will not be entitled to the benefits of the November 29, 1972 agreements.

Section 5. This agreement disposes of that portion of item 2 of the UTU(C)&(T) section 6 notice of May 4, 1976 dealing with driving allowances between Ogden and Salt Lake City.

Section 6. This agreement will become effective upon execution of the November 4, 1977 agreements dealing with the establishment of interdivisional service between Salt Lake City and Rawlins.


* * * *

Dated at Omaha, Nebraska this 4th day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T)

FOR THE
UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY
EASTERN AND SOUTH CENTRAL DISTRICTS

and

UNITED TRANSPORTATION UNION (C) AND (T)
EASTERN AND SOUTH CENTRAL DISTRICTS

* * * * *

INTERDIVISIONAL SERVICE - SALT LAKE CITY-GREEN RIVER

IT IS AGREED that the provisions of the current
Schedule Agreements between -

Union Pacific Railroad Company-Eastern District and
the United Transportation Union (C) and (T), effective
November 1, 1957 and;

Union Pacific Railroad Company-South Central District
and the United Transportation Union (C), effective
January 1, 1954, and;

Union Pacific Railroad Company-South Central District
and the United Transportation Union (T), effective
October 16, 1958,

are hereby modified with respect to their application to crews
operating in Salt Lake City-Green River interdivisional service
to the extent provided herein:

1. Pool freight crews run around in Salt Lake
City Yard, or enroute between Salt Lake City and Green
River, will upon arrival at Green River be given the
same relative position on the list at Green River that
they held prior to leaving Salt Lake City, except that
crews with less time to work than required by the current
schedules, or who become first-out before having required
rest, shall stand first-out after rest period, and upon
arrival at Salt Lake City shall be given same relative
position on list as was held prior to leaving Salt Lake
City on last trip.

2. Pool freight crews who are run around in Green River Yard, or enroute between Green River and Salt Lake City, will upon arrival at Salt Lake City be given the same relative position on the list at Salt Lake City that they held prior to leaving Green River, except as provided in paragraph 1.

3. This agreement shall become effective March 1, 1973, and will automatically terminate ten (10) days after service of notice by any party upon the others of desire to terminate it, at which time the schedule rules affected by this agreement will be in full force and effect.

Dated this 26th day of February 1973.

FOR THE EMPLOYES:

FOR UNION PACIFIC RAILROAD CO.:

T. F. Tatman
General Chairman
UTU-C Eastern District

H. Kerner
Director of Labor Relations
Eastern District

J. R. Dennis
General Chairman
UTU-T Eastern District

Alvin Lott
Director of Labor Relations
South Central District

C. G. Kunze
General Chairman
UTU-C South Central District

W. H. Henry
General Chairman
UTU-T South Central District

E-013-23-83

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

DOGCATCHING IN THE TERRITORY
CHEYENNE-RAWLINS

Section 1. Dogcatching of westbound interdivisional crews between Cheyenne and Rawlins shall be performed in the following manner:

- A. By an available, westbound crew deadheading in inter-divisional service.
- B. When no crew is available to perform dogcatching service in accordance with paragraph A of this Section 1; by an available Laramie pool crew.
- C. When no crew is available to perform dogcatching service in accordance with paragraphs A or B of this Section 1; by an interdivisional crew available at Rawlins.
 - i. An interdivisional crew used to dogcatch in accordance with paragraph C of this Section 1 will be allowed a minimum of 195 miles for such service and will establish a new position on the board on their return to Rawlins.

Section 2. Dogcatching of eastbound interdivisional crews between Rawlins and Cheyenne shall be performed in the following manner:

- A. By an available eastbound crew deadheading in inter-divisional service.
- B. When no crew is available to perform dogcatching service in accordance with paragraph A of this Section 2; by a non-interdivisional crew from the territory over which such dogcatching service operates.
- C. When no crew is available to perform dogcatching service in accordance with paragraphs A or B of this Section 2; by an extra board crew from the seniority district of the crew requiring dogcatching and such extra board crew shall handle the train to Cheyenne.

Item 11 Cont'd

Section 3. Dogcatching of crews in the Laramie pool shall be performed by Laramie pool crews. In the event of noncompliance with this Section 3 through the use of employees operating in interdivisional service to dogcatch a Laramie pool crew, such employees operating in interdivisional service so used will be allowed a penalty payment of 50 miles.

Section 4. If a westbound interdivisional crew is turned at or before reaching Dale (Sherman) and returns to Cheyenne, such crew shall receive an allowance of 100 miles for such service.

- A. Such crew shall stand first out on return to Cheyenne and shall be called in turn if, in the opinion of the Carrier, the crew has sufficient time to work over the district.
- B. If, in the opinion of the Carrier, such crew, on return to Cheyenne, does not have sufficient time to work over the district, the crew will stand first out after having received eight (8) hours rest and will be restored to their original position on the board on their return to Cheyenne.

Section 5. If a westbound interdivisional crew is turned after leaving Dale (Sherman) and returns to Cheyenne, such crew shall receive payment equivalent to round trip district mileage for such service and shall retain their original position on the board.

Section 6. This agreement shall be effective January 15, 1974 and shall terminate ten (10) days after written notice is served by either party upon the other.

Dated at Omaha, Nebraska, January 3, 1974.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD CO.:

H. K. Latham
General Chairman

J. H. Kennedy
Director of Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

DOGCATCHING
CHEYENNE-RAWLINS INTERDIVISIONAL CREWS

Section 1. Dogcatching of westbound crews between Cheyenne and Rawlins will be performed as follows:

- A. By an available westbound crew deadheading in interdivisional service.
- B. When no crew is available in accordance with paragraph A of this Section 1, by the first-out rested crew at Rawlins.
- C. An interdivisional crew used to dogcatch in accordance with paragraph B of this Section 1 --
 1. Will be compensated on basis of actual service performed with a minimum allowance of 195 miles.
 2. Will be placed first out after eight hours unless tied up after having been on duty 12 hours, in which event such crew will be placed first out after ten hours.
 3. Will be doubled out of Rawlins if there are no rested crews available at Rawlins and if in the opinion of the Carrier the crew has sufficient time to be used. Such crew, upon arrival at Cheyenne, will be placed on the board as if they had received eight hours rest at Rawlins.
 4. Will not be used twice in succession out of Rawlins in dogcatching or wrecker service or any combination thereof if other crews are available.

Section 2. Dogcatching of eastbound crews between Rawlins and Cheyenne will be performed as follows:

- A. By an available eastbound crew deadheading in interdivisional service.
- B. When no crew is available in accordance with paragraph A of this Section 2, by an extra crew of the seniority district to be dog caught.

Example: If it is necessary to dog catch a 5th District crew a 5th District prior right conductor will be used with two non-prior right extra brakemen. The same will apply for the 6th District. When no prior right men stand for this work non-prior right conductors and brakemen will be called.

Section 3. Interdivisional crews used at Rawlins to dogcatch non-interdivisional crews will be compensated on the basis of actual service performed with a minimum of 195 miles. If this crew is required to perform any of the road work of the crew being relieved, such crew will be allowed an additional 100 miles.

Section 4. Crews in Cheyenne-Rawlins Interdivisional Service used to dogcatch crews in Cheyenne-Hanna Interdivisional Service other than as provided for in paragraph A of Sections 1 or 2 above will be allowed a penalty of 50 miles.

Section 5. This agreement will be effective May 1, 1976 and will terminate ten days after written notice is served by either party upon the other.

Dated at Omaha, Nebraska this 19th day of April 1976.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD CO.:

R B Hancock
General Chairman

J H Kenny
Director of Labor Relations

Item 13

4-19-76 #3
E-013-23-83
E-013-23-4
E-013-23-94

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

DERRICK TRANSPORT AND/OR DERRICK SERVICE
CHEYENNE-RAWLINS

Section 1. Terminal to terminal derrick transport and/or derrick service from Cheyenne to Rawlins or from Rawlins to Cheyenne will be handled by Cheyenne-Rawlins Interdivisional pool freight crews.

Section 2. Derrick transport and/or derrick service between Cheyenne and Rawlins other than as provided for in Section 1 above will be handled by extra crews of the seniority district where transport and/or derrick service is to be performed on basis of principles set forth in Section 2B of the agreement dated April 19, 1976 titled "Dogcatching-Cheyenne-Rawlins Interdivisional Crews."

Section 3. Derrick service to be performed exclusively within switching limits at Laramie will be handled by yard crews.

Section 4. Cheyenne-Rawlins Interdivisional crews used for derrick transport and/or derrick service will be compensated on basis of actual service performed with a minimum allowance of 195 miles. Such crews will, at the completion of 12 hours on duty, be deadheaded on the first train either to Cheyenne or Rawlins. If deadhead to Rawlins they will be placed first out after obtaining legal rest; if deadheaded to Cheyenne they will be restored to same relative position they held prior to their use in derrick transport and/or derrick service.

Section 5. This agreement will be effective May 1, 1976 and will terminate ten days after written notice is served by either party upon the other.

Dated at Omaha, Nebraska this 19th day of April 1976.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T):

FOR THE
UNION PACIFIC RAILROAD CO.:


General Chairman


Director of Labor Relations

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C) & (T)

MODIFICATION OF RULE 41 - INTERDIVISIONAL SERVICE

It is agreed that the provisions of Rule 41 of the current agreement between UTU (C) & (T) and Union Pacific Railroad Company - Eastern District, effective November 1, 1957, are hereby modified with respect to its application to interdivisional service on the eastern district to the extent herein provided:

1. Pool freight crews who are run around by other pool freight crews in the home terminal, or enroute between the home terminal and far terminal, will upon arrival at the far terminal be given the same relative position on the list that they held prior to leaving the home terminal, except that crews who become first out before having required rest shall stand first out after rest period, and upon return to home terminal shall be given same relative position on board as was held prior to leaving the home terminal on the last trip.

2. Pool freight crews who are run around by other pool freight crews in the far terminal, or enroute between the far terminal and the home terminal, will upon arrival at the home terminal be given the same relative position on the list at the home terminal that they held prior to leaving the far terminal except as provided in Section 1.

3. Crews tying up between terminals and receiving legal rest will take a new position on board as per arrival at such terminals.

4. Crews requesting rest in accordance with Rule 71 will retain their position on the blue print board. In the event the crew is run around during rest period, they will be placed first out at the expiration of their rest period.

5. Crews that double out of far terminal and are relieved enroute due to insufficient time will be given same relative position on list at home terminal as held prior to departure from far terminal.

6. Crews added to pool in accordance with schedule Rule 38 will not be considered as run around when other pool crews arriving at the home terminal after 12:01 A.M. are placed ahead of them under the provisions of this agreement.


7. Upon arrival at the home or far terminal, trainmen who have been run around as indicated in paragraphs 1 and 2, will notify proper officer as to their standing on the list at those points. The Company will not be subjected to penalty payments because trainmen fail to furnish information or furnish incorrect information. This does not, however, estop the management from taking disciplinary action when it is developed the employees have furnished incorrect information, and no runarounds will be claimed because crews did not depart in their first-in, first-out order at the home or far terminal.

This agreement will become effective February 1, 1974. It will automatically terminate ten (10) days after service of notice by either party upon the other of desire to terminate it, at which time the schedule rules affected by this agreement will be in full force and effect.

Dated at Omaha, Nebraska, this 14th day of January, 1974.

FOR THE EMPLOYES:

FOR UNION PACIFIC RAILROAD CO.:


General Chairman, UTU (C) & (T)


Director of Labor Relations

AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C) (T)

* * *

MODIFICATION FOR CHEYENNE-RAWLINS
INTERDIVISIONAL DISTRICT ONLY OF
AGREEMENT DATED JANUARY 14, 1974,
TITLED "MODIFICATION OF RULE 41 -
INTERDIVISIONAL SERVICE".

- 1) Section 3 is deleted.
- 2) Sections 4, 5, 6, and 7 are renumbered to Sections 3, 4, 5, and 6, respectively.
- 3) In New Section 5 the following is added:

"NOTE: To be implemented at
the time of the adjustment
of crews."

This agreement will be effective December 1, 1975 and will automatically terminate ten (10) days after service of written notice by either party upon the other of desire to terminate it.

Dated at Omaha, Nebraska this 19th day of November 1975.

FOR THE EMPLOYEES:

FOR UNION PACIFIC RAILROAD CO.:

R. B. M... ..
General Chairman UTU (C) (T)

A. Kennedy
Director of Labor Relations

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNITED TRANSPORTATION UNION (E)
UNITED TRANSPORTATION UNION (C) (T)

ESTABLISHMENT OF INTERDIVISIONAL
SERVICE BETWEEN CHEYENNE AND HANNA

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

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

6. Additional agreements will be entered into to cover matters incident to this operation; such as, but not limited to:

- a. Establishment of points of separation at Hanna to give effect to Section 2 of this Agreement.
- b. Determination of actual miles of runs subject to this agreement.
- c. Handling of dog-catching for this service.
- d. Initial delay for outbound crews referred to in Section 2 of this agreement.

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

FOR THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

E. G. Becker
General Chairman

FOR THE
UNION PACIFIC RAILROAD CO.:

J. H. Kenny
Director of Labor Relations

FOR THE
UNITED TRANSPORTATION UNION (E):

R. J. Green
General Chairman

FOR THE
UNITED TRANSPORTATION UNION (C) (T):

R. B. McConc
General Chairman

A G R E E M E N T

Item 15(b)

between

UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT

and

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

* * * * *

SUPPLEMENT TO AGREEMENT DATED
JULY 21, 1975 "ESTABLISHMENT OF
INTERDIVISIONAL SERVICE BETWEEN
CHEYENNE AND HANNA"

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

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

PART I - GENERAL

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

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

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

Section 4. Employees used in this interdivisional service who are turned after they go beyond Laramie and who otherwise qualify therefor, will be granted the meal allowance provided for in Section 5 of Part VII of the agreement dated December 16, 1971 (BofLE), Section 2 of Part VI of the agreement dated February 29, 1972 (UTU-E), and Section 2 of Part VI of the agreement dated May 22, 1972 (UTU-C&T).

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

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

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

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

Section 9. Employees called for this interdivisional service who live in Laramie and who have not been granted an allowance for changing point of residence from Laramie to Cheyenne under the provisions of the respective BofLE, UTU(E), and UTU(C) & (T) Interdivisional Run Agreements or the agreement dated July 21, 1975 "Establishment of Interdivisional Service Between Cheyenne and Hanna" will be given a two and one-half (2½) hour call.

PART II - ARCH I MINE

Section 1. For inbound crews:

(a) MP 644.25 is the designated arrival point on the eastward move.

(b) MP 641.50 is the designated arrival point when inbound crews do not reach MP 2 on Arch I Spur on westbound move.

Section 2. For outbound crews:

- (a) MP 641.50 is the designated departure point.
- (b) When outbound crews take charge of train on Arch I Spur initial delay will begin thirty (30) minutes after they reach MP 1 on Arch I Spur on the eastward move and will continue until they pass MP 650.17.
- (c) When outbound crews deadhead to take charge of train on Arch I Spur such crews will be allowed actual miles deadheaded from MP 644.25 to the point where they take charge of the train. These outbound crews will also be allowed road miles from the point where they take charge of the train to MP 1 on Arch I Spur.

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

PART III - MEDICINE BOW AND ENERGY MINES

Section 1. For inbound crews:

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

Section 2. For outbound crews:

- (a) MP 641.50 is the designated departure point.
- (b) When outbound crews take charge of train on Energy Spur initial delay will begin thirty (30) minutes after they reach MP 1 on Energy Spur on the eastward move and will continue until they pass MP 641.50.
- (c) When outbound crews deadhead to take charge of train on Energy Spur such crews will be allowed actual miles deadheaded from MP 1 on Energy Spur to the point where they take charge of the train. These outbound crews will also be allowed road miles from the point where they take charge of the train to MP 1 on Energy Spur.

PART IV - ROSEBUD AND ARCH II MINES

Section 1. For inbound crews:

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

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

Section 2. For outbound crews:

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

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

* * * * *

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

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

FOR THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

FOR THE
UNION PACIFIC RAILROAD CO.:

E. G. Becker

General Chairman

J. H. Kennedy

Director of Labor Relations

FOR THE
UNITED TRANSPORTATION UNION (E):

C. E. Fleenor

General Chairman

FOR THE
UNITED TRANSPORTATION UNION (C) (T):

R. B. Mendenhall

General Chairman

UNION PACIFIC RAILROAD COMPANY

DECEMBER 13, 1975

Mr. E. G. Becker
General Chairman, BofLE


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

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

Gentlemen:

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

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


J. H. Kenny
Director Labor Relations

ACCEPTED:


General Chairman, BofLE


General Chairman, UTU(E)


General Chairman, UTU(C)(T)

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C) AND (T)

It is Agreed:

For full trip Cheyenne to Hanna conductor and
brakemen will be allowed miles as follows:

	Employees with seniority date of 12-14-75 or earlier	Employees with seniority date of 12-15-75 or later
Arch I	181.38	158.38
Medicine Bow	187.24	164.24
Energy	162.73	139.73
Arch II	155.95	132.95
Rosebud	155.95	132.95

For full trip Hanna to Cheyenne conductor and
brakemen will be allowed miles as follows:

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

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

FOR THE
UNITED TRANSPORTATION UNION (C) (T) : UNION PACIFIC RAILROAD CO.:

Signed by R. B. Murdock
General Chairman

Signed by J. H. Kenny
Director of Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

DOGCATCHING
CHEYENNE-HANNA INTERDIVISIONAL CREWS

Section 1. Dogcatching of westbound crews between Cheyenne and Hanna will be performed as follows:

- A. By an available westbound crew deadheading in interdivisional service.
- B. When no crew is available under paragraph A of this Section 1, by the first out rested crew at Hanna.
- C. When no crew is available under paragraphs A or B of this Section 1 by the first out rested Cheyenne-Rawlins Interdivisional Crew at Rawlins.

Section 2. Dogcatching of eastbound crews between Hanna and Cheyenne will be performed as follows:

- A. By an available eastbound crew deadheading in interdivisional service.
- B. By an extra crew of the seniority district to be dog caught.

Example. If it is necessary to dog catch a 5th District crew a 5th District prior right conductor will be used with two non-prior right extra brakemen. The same will apply for the 6th District. When no prior right men stand for this work non-prior right conductors and brakemen will be called.

Section 3. This agreement will be effective May 1, 1976 and will terminate ten days after written notice is served by either party upon the other.

Dated at Omaha, Nebraska this 19th day of April 1976.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T):

FOR THE
UNION PACIFIC RAILROAD CO.:


General Chairman


Director of Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

INTERDIVISIONAL CREWS TURNED SHORT OF FAR TERMINAL
FIFTH-SIXTH SENIORITY DISTRICT

Section 1. If a westbound interdivisional crew is turned at or before reaching Dale (Sherman) and returns to Cheyenne, such crew shall receive an allowance of 100 miles for such service.

- A. Such crew shall stand first out on return to Cheyenne and shall be called in turn if, in the opinion of the Carrier, the crew has sufficient time to work over the district.
- B. If, in the opinion of the Carrier, such crew, on return to Cheyenne, does not have sufficient time to work over the district, the crew will stand first out after having received eight (8) hours rest and will be restored to their original position on the board on their return to Cheyenne.

Section 2. If a westbound interdivisional crew is turned after leaving Dale (Sherman) and returns to Cheyenne, such crew shall receive payment equivalent to round trip district mileage for such service and shall retain their original position on the board.

Section 3. This agreement will be effective May 1, 1976 and will terminate ten days after written notice is served by either party upon the other.

Dated at Omaha, Nebraska this 19th day of April 1976.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD CO.:

R. B. [Signature]
General Chairman

[Signature]
Director of Labor Relations

A G R E E M E N T

between

UNION PACIFIC RAILROAD - EASTERN DISTRICT

and

UNITED TRANSPORTATION UNION (C) & (T)

ESTABLISHMENT OF 13TH SENIORITY DISTRICT

Section 1. Effective October 1, 1976, a new seniority district will be established for conductors, brakemen and yardmen to be identified as follows:

13th Seniority District. East Switch, Point of Rocks, to and including West Switch, Granger, and all yards and branches within this territory.

Section 2. Conductors and brakemen holding a seniority date as conductor or brakeman on or before September 30, 1976 on the 7th or 8th Seniority District will retain all rights to assignments operating exclusively within territorial limits of the 7th or 8th District and will be granted rights on the 13th Seniority District. Yardmen holding a seniority date as such on or before September 30, 1976 on the Wyoming Division Seniority District will retain all rights to yard service within the territorial limits of the Wyoming Division District and will be granted rights in the yards of the 13th District. Employees acquiring seniority as brakeman on the 7th or 8th District and/or as yardman on the Wyoming Division District on or after October 1, 1976 will hold no rights to service in the 13th District. Employees acquiring seniority as yardman-brakeman on the 13th District on or after October 1, 1976 will hold road and yard rights on the 13th District only.

Section 3. Road service in the territory described in Section 1 above may be handled by Combination Road and Yard Switchers under the provisions of Rule 58 of the Rules Agreement.

Section 4. A Common extra board will be maintained at Green River to handle extra and unassigned road and yard work of the 13th District.

Section 5. Except as otherwise provided in this agreement, 13th District employees will handle road and yard service in the territory described in Section 1 above.

Section 6. 13th District employees will man short turnaround service which is called to operate exclusively within the 13th District.

Section 7. Work trains and locals operating exclusively within 13th District territory will be manned by 13th District employees. Work trains operating both inside and outside this territory will be manned by 7th or 8th District trainmen, except that when work trains originate or operate more than four (4) miles within the territory identified as the 13th District, such work trains will be manned by 13th District employees while so operating. 7th or 8th District trainmen required to perform work train service which originates or operates more than four (4) miles within this territory will be allowed a penalty of 100 miles. Yard service within the territorial limits of the 13th District will be manned by 13th District yardmen.

Section 8. Dogcatching of trains manned by 13th District employees will be handled by 13th District employees. Dogcatching of trains manned by 7th or 8th District trainmen dying in the territory described in Section 1 above will also be handled by 13th District employees. If 7th or 8th District trainmen are used to dogcatch 7th or 8th District trains dying in the territory described in Section 1 above, they will be allowed a penalty of 50 miles.

Section 9. The following is added to Rule 32(c) of the Roadmen's Rules Agreement and Rule 32(a) of the Yardmen's Rules Agreement:

"13th District road crews may make one pick up and one set out, or two pick ups or two set outs in the Green River and/or Rock Springs yards. 13th District road crews may make two spots of revenue cars from their train in the Green River and/or Rock Springs yards. 13th District road crews may spot non-revenue cars from their train in the Green River and/or Rock Springs yards; however, these spots of non-revenue cars cannot exceed a total of five in any calendar month."

"13th District road crews may place one car or one cut of cars from their train into a waiting train at Green River or Rock Springs in order to avoid delay to such waiting train. However, if the waiting train is manned by an interdivisional crew operating through Green River or Rock Springs the interdivisional crew on the waiting train will be allowed actual time consumed in the placement of the car or cut of cars by the 13th District road crew at the pro rata rate of pay with a minimum allowance of one hour."

Section 10. 7th or 8th District trainmen destined Green River who die under the law enroute Green River between Point of Rocks and Granger will be deadheaded no later than on the first following train moving to Green River and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on.

Section 11. There will be no restriction in the number of pick ups and set outs that can be made by 7th or 8th District trainmen in the road territory described in Section 1 above. In consideration of this, the following will apply to 7th and 8th District trainmen:

Paragraph (a) of Part III "Rule Changes" of the UTU(C)&(T) Interdivisional Runs Agreement dated May 22, 1972 modifying paragraph (a) of Rule 29 "Overtime" of the Rules Agreement.

Section 12. 8th District trainmen will be allowed a minimum allowance of the actual miles of a turnaround trip Salt Lake or Ogden to Green River and return if they go beyond Evanston on the eastbound trip. 7th District trainmen will be allowed a minimum allowance of the actual miles of a turnaround trip Rawlins to Green River and return if they go beyond Point of Rocks on the westbound trip.

Section 13. 7th District trainmen who are in service on September 30, 1976 will be allowed basic rate for actual road miles run. 7th District trainmen hired on or after October 1, 1976 will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles run over 100 miles paid for at the mileage rate of pay. 8th District trainmen who are in service on September 30, 1976 will be allowed basic rate for 200 road miles when making a terminal to terminal trip between Ogden and Green River. 8th District trainmen hired on or after October 1, 1976 will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles run over 100 miles paid for at the mileage rate of pay.

Section 14. For one year beginning October 1, 1976 employees on the 8th District who would otherwise be furloughed must exercise their seniority to the 13th District. Failing to exercise their seniority they will forfeit their protection under Section 15 hereof for the period of time which they fail to exercise such seniority.

Section 15(a) Employees in District 7 or 8 with a seniority date prior to June 1, 1976 who become furloughed after October 1, 1976 will be protected at an amount equivalent to 3800 miles at the through freight basic rate of pay for a period of six years from October 1, 1976. Employees in District 7 or 8 with a seniority date of June 1, 1976 or later who become furloughed after October 1, 1976 will also be protected at an amount equivalent to 3800 miles for a period no longer than the length of their seniority as of October 1, 1976.

(b) Yardmen with road rights in the 8th District who are in service on September 30, 1976 will not be required to exercise their yard seniority to any yard east of Rock Springs, Wyoming in order to keep from becoming a furloughed employee under paragraph (a) of this Section 15.

Section 16. An employee assigned to the 13th District extra board will be entitled to his pro rated portion of a monthly guarantee of 3000 miles at the yard helper rate of pay. for each full calendar day on which he protects or is available on such extra board. The Company will regulate the extra board.

Section 17. (a) Effective October 1, 1976 a 7th or 8th District employee who is not assigned to the 13th District who is required by the Company to perform service on the 13th District, except making pick-ups and/or set outs, and except as otherwise provided in this agreement, will be allowed a penalty of 100 miles; a Wyoming Division yardman who is not assigned to the 13th District who is required by the Company to perform service on the 13th District, except as otherwise provided in this agreement, will also be allowed a penalty of 100 miles for each calendar day so held.

(b) 7th or 8th District trainmen and Wyoming Division yardmen who are required to perform service on the 13th District under the provisions of paragraph (a) of this Section 17 will be furnished lodging and will be allowed meal allowances.

(c) Employees holding a seniority date on the 8th District prior to October 1, 1976 who do not maintain a residence at Green River or Rock Springs and who are working at Green River or Rock Springs pursuant to Section 14 of this agreement will be furnished lodging for a period no longer than one year from October 1, 1976.

Dated at Salt Lake City, Utah this 17th day of September, 1976.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T):

FOR THE
UNION PACIFIC RAILROAD CO.:

R. B. [Signature]
General Chairman

[Signature]
Director of Labor Relations

Item 18(b)

UNION PACIFIC RAILROAD COMPANY

Salt Lake City, Utah
September 17, 1976 # 6

Mr. R. B. Murdock
General Chairman
United Transportation
Union (C)&(T)

Dear Sir:


It is agreed that for one year beginning October 1, 1976 a conductors' extra board will be maintained with a guarantee of 3600 miles per month for the 13th Seniority District in addition to the common extra board provided for in Section 4 of the agreement dated September 17, 1976 titled "Establishment of 13th Seniority District".

This agreement is effective October 1, 1976 and will be terminated upon service of ten days' written notice by either party upon the other.

Yours truly,


J. H. Kenny

ACCEPTED


General Chairman

Item 18(c)

UNION PACIFIC RAILROAD COMPANY

**DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT**

J. M. KENNY
DIRECTOR OF LABOR RELATIONS
J. J. MARCHANT
ASST. DIRECTOR OF LABOR RELATIONS

1416 DODGE STREET
OMAHA, NEBRASKA 68102
E-013-23-95-4

January 14, 1975

R. B. Murdock, General Chairman
United Transportation Union (C) (T)
Omaha, Nebraska

(cc- Mr. E. G. Becker
General Chairman, BofLE

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

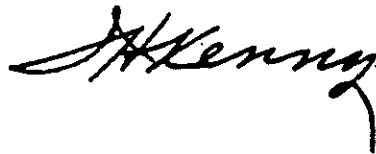
Dear Sir:

Please refer to our letter of November 14, 1974 about switching limits on the South Pass Branch at Rock Springs, Wyoming.

At a meeting at Denver, Colorado on November 25, 1974 you wanted assurance that if your Organization acceded to either of our requests that road crews would continue to switch the Reliance Coal Mine. This was handled with Superintendent Irion, Wyoming Division, who advises:

"The Reliance Mine was abandoned approximately two years ago and I presume Mr. Tatman is referring to the new development planned at Stansbury Mine. It is not contemplated that yard crews would be used for loading cars at Stansbury Mine. Trackage planned for this mine is a loading loop designed for unit train operation and road crews would be used for such service."

Yours truly,



UNION PACIFIC RAILROAD COMPANY

J. H. KENNY
DIRECTOR OF LABOR RELATIONS
J. E. TRUMMER
ASST. DIRECTOR OF LABOR RELATIONS
A. C. MALLBERG
ASST. DIRECTOR OF LABOR RELATIONS



1416 DODGE STREET
OMAHA, NEBRASKA 68179

DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

January 3, 1977

R. B. Murdock, General Chairman
United Transportation Union (C) & (T)
Omaha, Nebraska

Dear Sir:

This is to confirm our recent conversation in which we discussed the rates of pay for conductor trainees on the 13th Seniority District and it was understood that such trainees would be paid \$200 per week unless they were pulled out of service to attend the classes, in which event they will be made whole for their loss of earnings.

Yours truly,

UNION PACIFIC RAILROAD COMPANY

J. H. KENNY
DIRECTOR OF LABOR RELATIONS
J. E. TRUMMER
ASST. DIRECTOR OF LABOR RELATIONS
A. C. HALLBERG
ASST. DIRECTOR OF LABOR RELATIONS



DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

1416 DODGE STREET
OMAHA, NEBRASKA 68179

E-013-23-74

December 9, 1976

R. B. Murdock, General Chairman
United Transportation Union (C)&(T)
Omaha, Nebraska

Dear Sir:

This will confirm our understanding that when it is necessary in an emergency to force employees to work on the 13th District extra board at Green River employees will be alternately forced between the 7th and 8th Seniority District.

This agreement may be cancelled at any time by either party serving a ten-day notice of intent upon the other.

Yours truly,

ACCEPTED:

General Chairman

UNION PACIFIC RAILROAD COMPANY

J. M. KENNY
DIRECTOR OF LABOR RELATIONS
J. E. TRUMMER
ASST. DIRECTOR OF LABOR RELATIONS
A. C. HALLBERG
ASST. DIRECTOR OF LABOR RELATIONS



DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

1416 DODGE STREET
OMAHA, NEBRASKA 68179
E-013-23-74

December 9, 1976

R. B. Murdock, General Chairman
United Transportation Union (C) & (T)
Omaha, Nebraska

Dear Sir:

This will confirm our understanding that for a period of one year from October 1, 1976 or until 13th District assignments work east and west of Green River, which ever comes first, 7th District trainmen will have prior rights to all 13th district assignments working exclusively east of Green River and 8th District trainmen will have prior rights to all 13th District assignments working exclusively west of Green River.

After one year from October 1, 1976 or after 13th District assignments work east and west out of Green River, whichever comes first, the Dovetailed 13th District rosters only will be used to fill all assignments regardless of which direction worked out of Green River.

This agreement may be cancelled at any time by either party serving a ten-day notice of intent upon the other.

Yours truly,

ACCEPTED:

A handwritten signature in dark ink, appearing to read 'J. M. Kenny', written in a cursive style.

A handwritten signature in dark ink, appearing to read 'R. B. Murdock', written in a cursive style.
General Chairman

Item 19(a)

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C)&(T)

ESTABLISHMENT OF INTERDIVISIONAL SERVICE
BETWEEN RAWLINS AND OGDEN

Section 1. For ID service between Rawlins and Ogden only, Section 2(b) of Part IX "Implementing Procedure" of the ID Service Agreement dated May 22, 1972 is amended to read:

"(b) Employees will be called from such inter-divisional pool on a first in, first out basis, alternating as between such pools so far as practical; provided however, that except as required by the provisions of Paragraph (c) of this Section 2 and except as a result of wrecks, floods, washouts or storms, when the total of the two pools is 25 or less not more than two crews in excess of the formula may be consecutively called from their away-from-home terminal before calling a home-terminal crew. Where the total of the two pools is 26 or more not more than three crews in excess of the formula may be consecutively called from their away-from-home-terminal before calling a home-terminal crew .

"(i) Any imbalance in mileage as between such interdivisional pools to be adjusted in accordance with Paragraph (c) of this Section 2.

"(ii) In the event of non-compliance with the provisions of Paragraph (b) above, the employee who should have been called, but who, because of non-compliance, was not called will be allowed a penalty payment of 50 miles. If additional crews are called in non-compliance with Paragraph (b) above, the employee who was allowed the 50 mile penalty payment will be allowed an additional 25 mile penalty payment for each crew so used. The employee receiving the penalty payment or payments will retain his same relative position in the pool."

Section 2. An 8th District crew injected into this ID pool at Ogden and used to Rawlins will be deadheaded either to Green River or Ogden. A 7th District crew injected into this ID pool at Rawlins and used to Ogden will be deadheaded either to Green River or Rawlins.

Section 3. For a period of 6 months from October 1, 1976 an employe assigned and working in this interdivisional service will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day on which he works in this ID service.

Section 4. An eastbound crew in this ID pool will be allowed a minimum allowance of the actual miles of a turnaround trip Ogden to Rawlins and return if they go beyond Green River. A westbound crew in this ID pool will be allowed a minimum allowance of the actual miles of a turnaround trip Rawlins to Ogden and return if they go beyond Green River.

Section 5. Company and Organization Representatives will meet at a mutually agreeable time at Ogden and Rawlins and work out problems relating to eating and lodging.

Section 6. This ID service will become effective at 12:01AM, October 1, 1976.

Dated at Salt Lake City, Utah this 17th day of September, 1976.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD CO.:

R. B. Mendenhall
General Chairman

A. H. Kenny
Director of Labor Relations

E-013-23-4-IR
September 17, 1976 #4

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

1. The following is added as paragraph (k) of Section 1, Part I, of the Interdivisional Runs Agreement dated May 22, 1972:

(k) Between Rawlins, Wyoming and Ogden, Utah

i. These runs will be manned by Seventh and Eighth Seniority District trainmen on the basis of the ratio of miles that the Seventh and Eighth Districts respectively, bear to the total miles of the run.

ii. The home terminal for Seventh District trainmen assigned to these runs will be Rawlins; the home terminal for Eighth District trainmen will be Ogden.

iii. Trainmen operating from Rawlins to Ogden will be allowed 307 road miles; trainmen operating from Ogden to Rawlins will be allowed 305 road miles.

Dated at Salt Lake City, Utah this 17th day of September, 1976.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD COMPANY:

R. B. [Signature]
General Chairman

[Signature]
Director of Labor Relations

E-013-23-4-IR

Sept. 17, 1976 #

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C)&(T)

1. For the territory listed below, conductors or brakemen having a seniority date as conductor or brakeman as of September 30, 1976 on such territory will, in lieu of the road miles contained in Part I, Section 1(k), of the Interdivisional Runs Agreement dated May 22, 1972 be paid the road miles listed below when operating in interdivisional service from Rawlins to Ogden or from Ogden to Rawlins:

Employees operating from Rawlins to Ogden
will be allowed 330 road miles; employees
operating from Ogden to Rawlins will be
allowed 330 road miles.

2. Prior to establishment of interdivisional service between Rawlins and Ogden a meeting will be held with employee representatives and Company operating officers for the purpose of discussing the operation.

Dated at Salt Lake City, Utah this 17th day of September, 1976.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD COMPANY:

B. B. [Signature]
General Chairman

[Signature]
Director of Labor Relations

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY

and its

RLA-6-391

EMPLOYES REPRESENTED BY THE

UNITED TRANSPORTATION UNION - C and T

for the

SEVENTH and EIGHTH EASTERN DISTRICT SENIORITY DISTRICTS

and the

UTAH, SOUTH-CENTRAL DISTRICT SENIORITY DISTRICT

* * * *

PURSUANT TO ARTICLE XII (INTERDIVISIONAL SERVICE) of the MEDIATION AGREEMENT DATED JANUARY 27, 1972 (CASE A-8830), IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES SIGNATORY HERETO:

PART I

Section 1. Subject to the conditions hereafter set forth, the Company shall be permitted to operate train crews in Interdivisional Service, in both directions, between RAWLINS, WYOMING and SALT LAKE CITY, UTAH.

Section 2. GREEN RIVER shall be eliminated as an away-from-home terminal only for crews who operate in through freight service between Salt Lake City and Rawlins and between Rawlins and Salt Lake City involving the SCD (Utah Division) and the ED (7th and 8th Seniority Districts); and Rawlins shall thus become the away-from-home terminal for the SCD (Utah Division) and ED (8th Seniority District) crews, and Salt Lake City shall be the away-from-home terminal for ED (7th Seniority District) crews.

PART II

Section 1. Straight-away through freight service runs between Salt Lake and Rawlins and between Rawlins and Salt Lake City will be manned by interseniority district crews with mileage entitlement for each seniority district to be apportioned on the basis of the ratio of miles each seniority district bears to the total road miles run.

(a) Interdivisional pools will be established one at Salt Lake City consisting of both ED 8th Seniority District and SCD Conductors and Brakemen; and one at Rawlins consisting of 7th Seniority District Conductors and Brakemen in the approximate proportion that the mileage of each seniority district bears to the total.

(b) The ratio of total pool turns that it is determined will be required to man trains operating in this interdivisional service (in keeping with the controlling mileage regulations), will be 13%, SCD; 52%, 8th Seniority District; 35%, 7th Seniority District.

(c) The home terminal for the SCD crews and the 8th District crews manning this service will be Salt Lake City. The home terminal for the 7th District crews, will be Rawlins, Wyoming.

PART IIIGENERAL CONDITIONS

Section 1. 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. When crews 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 crews.

Section 3. Crews 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 one-hundred (100) miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than one-hundred (100) miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than one-hundred (100) miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

PART IV

Section 1. A crew member vacancy arising at the home terminal will be covered by the seniority district of the crew with the vacancy. Vacancies arising at the away-from-home terminal will likewise be covered in the same manner. In the event no such trainman can be made available, the vacancy will be covered by an available trainman from a following interdivisional crew of the same seniority district. If none, the vacancy may be covered by an available trainman not of that seniority district. The trainman so used shall be returned deadhead to his home terminal.

Section 2. SCD (Utah Division) and ED Conductors and Brakemen handling trains in this interdivisional service shall be governed by their respective Work Rules Agreements. 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 current Schedule Agreements.

Section 3. Crews called in their turn in the same pool, without regard to different seniority districts, who do not depart from their home terminal on the road trip in the order called, will be allowed a runaround of fifty (50) miles.

Section 4. Pool freight crews moving in the same direction who do not have the same objective terminals will not be exchanged with a crew of another train enroute without subjecting the Company to the payment of a one-hundred (100) mile penalty.

Section 5. Employees will be called from such inter-divisional pool on a first-in, first-out basis, alternating as between such pools so far as practical; provided however, that except as required by the provisions of Paragraph (c) of Section 2 of Part IX, "Implementing Procedure" of the ID Service Agreement dated May 22, 1972, and except as a result of wrecks, floods, washouts or storms, when the total of the two pools is twenty-five (25) or less, not more than two (2) crews in excess of the formula may be consecutively called from their away-from-home terminal before calling a home terminal crew. Where the total of the two (2) pools is twenty-six (26) or more, not more than three (3) crews in excess of the formula may be consecutively called from their away-from-home terminal before calling a home terminal crew.

- (i) Any imbalance in mileage as between such interdivisional pools to be adjusted in accordance with paragraph (c) of Section 2, above referred to.
- (ii) In the event of non-compliance with these provisions, the employee who should have been called, but who, because of non-compliance, was not called, will be allowed a penalty payment of fifty (50) miles. If additional crews are called in non-compliance with the above, the employee who was allowed the fifty (50) mile penalty payment will be allowed an additional twenty-five (25) mile penalty payment for each crew so used. The employee receiving the penalty payment or payments will retain his same relative position in the pool.

Section 6. There shall be no restrictions in service to be required of interseniority district crews enroute in the territory between Rawlins and Salt Lake City, except crews in this service shall not be permitted to handle traffic originating at one point and destined to another point, both of which are located between Salt Lake City and Ogden, and between Granger and Point of Rocks.

Section 7. Disciplinary hearing involving a trainman who is engaged in this interdivisional service will be held at whichever point (Salt Lake, Ogden or Rawlins), the majority of the crew resides.

Section 8. When necessary to dispatch a crew from a home terminal for relief service, such service shall be provided by trainmen of the seniority district where such service originates in accordance with agreement rules of that seniority district.

Section 9. Carrier will furnish to the involved UTU Local Chairmen a statement each thirty (30) day period showing the number of trips each crew in interdivisional service made during the preceding calendar month.

PART V

Section 1. The relevant conditions covering rules changes and modifications set forth in the June 7, 1972 Inter-Divisional Agreement applicable to NWD employees; and the conditions covering rule changes and modifications set forth in the November 29, 1972 Agreement applicable to ED crews, shall be extended in their relative application to include employees operated on the extended runs as covered by this Agreement.

Section 2. Concurrent with the exercise of the Carrier's option to institute interdivisional service under this Agreement and during the period this Agreement remains in effect, it shall supersede all rules, practices and understandings which are in conflict therewith.

PART VI

IMPLEMENTING PROCEDURES

Section 1. The Carrier shall have the option of determining when it desires to place the extended interdivisional service runs covered by the terms of this Agreement into effect, and which may be activated no sooner than twenty (20) days after written notice is served simultaneously upon the involved General Chairmen of their intent to do so.

RLA-6-391

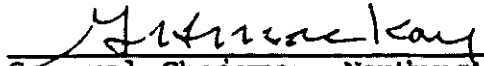
Section 2. In the event the notice provided in Section 1 is not exercised by the Carrier within six (6) months from the date of this Agreement, the Agreement shall automatically terminate in its entirety.


Section 3. The terms of this Agreement shall be effective October 1, 1977, and continue in effect until changed or modified in accordance with the Railway Labor Act.

Dated at Salt Lake City, Utah, this 12th day of September, 1977.


UNITED TRANSPORTATION UNION- C

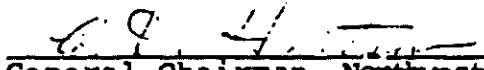
UNION PACIFIC RAILROAD COMPANY


General Chairman, Northwestern Dist.


Director of Labor Relations
South-Central & Northwestern Dist.

UNITED TRANSPORTATION UNION - T


Director of Labor Relations
Eastern District


General Chairman, Northwestern Dist.

UNITED TRANSPORTATION UNION-C & T


General Chairman, Eastern District

November 4, 1977

E-013-23-4-IR #17

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

ESTABLISHMENT OF INTERDIVISIONAL SERVICE
BETWEEN SALT LAKE CITY AND RAWLINS

Section 1. Trainmen operating from Salt Lake City, Utah to Rawlins, Wyoming will be allowed 341 road miles. Trainmen operating from Rawlins to Salt Lake City will be allowed 343 road miles.

Section 2. A separate pool will be established for employees assigned to this ID service.

Section 3. 7th or 8th district trainmen assigned to this ID service destined Rawlins who die under the law at Creston or between Creston and Rawlins will be deadheaded no later than on the first following train moving to Rawlins and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on. 7th or 8th district trainmen assigned to this ID service destined Salt Lake City who die under the law at Ogden or between Ogden and Salt Lake City will be deadheaded no later than on the first following train moving to Salt Lake City and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on.

Section 4. (a) For a period of six (6) months from the date this ID service is begun an employee assigned to and working in such ID service will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day on which he works in this ID service.

(b) The December 23, 1975 agreement granting a 10-year guarantee of 3800 district road miles applies to trainmen assigned to this ID service.

Section 5. (a) Eastbound 7th or 8th district trainmen assigned to this ID service who reach Ogden and who are returned to Salt Lake City will be allowed a minimum of one-way road miles Salt Lake City to Rawlins. If such eastbound trainmen reach Evanston and are returned to Salt Lake City they will be allowed a minimum of the round trip road miles Salt Lake City to Rawlins to Salt Lake City.

UPRR/UTU (C) & (T)
Establishment of ID Service

November 4, 1977
E-013-23-4-IR #17

(b) Westbound 7th or 8th district trainmen assigned to this interdivisional service who reach Wamsutter and who are returned to Rawlins will be allowed a minimum of one-way road miles Rawlins to Salt Lake City. If such westbound trainmen reach Point of Rocks and are returned to Rawlins they will be allowed a minimum of the round trip road miles Rawlins to Salt Lake City to Rawlins.

Section 6. A trainman assigned to this ID service having time to work under the hours of service act will not be required to exchange trains with a trainman who is on short time under the hours of service act. In the event of non-compliance with this section 6, the trainmen who are required to exchange trains will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to their same relative position on the board insofar as Eastern District trainmen are concerned.

Section 7. If attendance at an investigation under section 7 of the September 12, 1977 joint agreement requires a trainman to travel over any portion of the interdivisional territory, he will be allowed deadhead miles over that portion of the territory where he holds no primary rights.

* * * *

Dated at Omaha, Nebraska this 4th day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T)

FOR THE
UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations

November 4, 1977 #2
E-013-23-4-IR #17

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

Conductors and/or brakemen holding seniority on the 7th and 8th seniority districts as of the date interdivisional service is begun between Salt Lake City, Utah and Rawlins, Wyoming will be allowed, in lieu of actual miles provided for in section 1 of the November 4, 1977 agreement titled "ESTABLISHMENT OF INTER-DIVISIONAL SERVICE BETWEEN SALT LAKE CITY AND RAWLINS," 366 road miles for trips (working or deadhead) from Salt Lake City to Rawlins and from Rawlins to Salt Lake City.

Dated at Omaha, Nebraska this 4th day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T)

FOR THE
UNION PACIFIC RAILROAD COMPANY

R. B. [Signature]
General Chairman

A. H. [Signature]
Director of Labor Relations

November 4, 1977 #3
E-013-23-4-IR #17

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE ESTABLISHMENT OF INTERDIVISIONAL SERVICE BETWEEN SALT LAKE CITY, UTAH AND RAWLINS, WYOMING PURSUANT TO THE SEPTEMBER 12, 1977 AGREEMENT.

Section 1. A trainmen (regular or extra) who is required to report for duty and/or is relieved from duty at Salt Lake City pursuant to the Salt Lake City-Rawlins interdivisional service agreement dated September 12, 1977; will not be considered as having been required to change his residence under the provisions of article XIII, section 9, of the January 27, 1972 national agreement, nor will he be considered as having been required to make a compensable deadhead movement; and in lieu thereof:

(a) A trainman (regular or extra) who holds seniority as such on the Green River-Ogden seniority district as of the date interdivisional service is established pursuant to the September 12, 1977 agreement, who is required to report for duty and is relieved from duty at Salt Lake City in interdivisional service will be allowed an \$8 driving allowance for each round trip.

(b) After qualifying for 30 of the driving allowances provided for in part (a) of this section 1, the trainman may, at his option, within 60 days of the date he qualifies for his 30th such allowance, elect to receive a lump sum of \$2,500, which lump sum allowance will be in lieu of any future driving allowances.

(c) In the event a qualifying employee does not elect to receive the \$2,500 lump sum allowance referred to in part (b) of this section 1 within the specified 60-day period, he may at a later date elect to receive such lump sum allowance less all driving allowances paid after the 60-day period.

Section 2. Trainmen who received the \$2,000 lump sum settlement under agreements establishing interdivisional service between Salt Lake City and Green River will not be entitled to the benefits of this agreement except that they will be allowed a driving allowance of \$2.50 under section 1(a) above. Trainmen who receive the \$2,500 lump sum driving settlement under agreements establishing interdivisional service between Salt Lake City and Green River will not be entitled to the benefits of this agreement.

UPRR/UTU (C) & (T)
Memorandum of Understanding

Item 20(d) Cont'd
November 4, 1977 #3
E-013-23-4-IR #17

Section 3. The receipt of benefits under this agreement will constitute a waiver of any right of such employee to claim or receive the same or any similar benefits under any other agreement to which Union Pacific Railroad Company is a party.

Section 4. This agreement is effective when interdivisional service is operated between Salt Lake City and Rawlins.

* * * *

Dated at Omaha, Nebraska this 4th day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T)

FOR THE
UNION PACIFIC RAILROAD COMPANY

R. B. Hancock
General Chairman

J. H. Kenny
Director of Labor Relations

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
and its
EMPLOYEES REPRESENTED BY THE
UNITED TRANSPORTATION UNION - C and T
for the
SEVENTH WYOMING DIVISION EASTERN DISTRICT SENIORITY DISTRICT
and the
NORTHWESTERN DISTRICT, IDAHO DIVISION SENIORITY DISTRICT

PURSUANT TO ARTICLE XII (INTERDIVISIONAL SERVICE) of
the MEDIATION AGREEMENT DATED JANUARY 27, 1972 (CASE A-8830), IT
IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES SIGNATORY HERETO:

PART I

Section 1. Subject to the conditions hereafter set forth, the Company shall be permitted to operate train crews in Interdivisional Service on selected trains, in both directions, between RAWLINS, WYOMING and POCATELLO, IDAHO.

Section 2. Green River shall be eliminated as an away-from-home terminal for crews of the NWD (Idaho Division), and the ED (7th Seniority District) and in lieu thereof Rawlins shall be the away-from-home terminal for NWD crews and Pocatello shall be the away-from-home terminal for the ED crews who operate in through freight service between Pocatello, Idaho and Rawlins, Wyoming and between Rawlins, Wyoming and Pocatello, Idaho, on selected trains as provided in Section 1.

PART II

Section 1. Straight-away through freight service runs between Pocatello and Rawlins and between Rawlins and Pocatello

RLA-6-391

will be manned by interseniority district crews with mileage entitlement for each seniority district to be apportioned on the basis of the ratio of miles each seniority district bears to the total road miles run (244 NWD, and 134 ED).

(a) Interdivisional pools will be established, one at Pocatello, consisting of NWD Conductors and Brakemen and one at Rawlins consisting of 7th Seniority District Conductors and Brakemen, in the approximate proportion that the mileage of each seniority district bears to the total (244 NWD, and 134 ED).

(b) The ratio of total pool turns, as between the two (2) seniority districts, that it is determined will be required to man trains operating in this interdivisional service (in keeping with the controlling mileage regulations), will be 65% NWD and 35% ED, as near as practicable.

NOTE: These percentages were determined on the basis of 378 total miles, 244 NWD; and 134, ED 7th Seniority District.

(c) The home terminal for the NWD crews manning this service will be Pocatello, Idaho. The home terminal for the 7th District ED crews will be Rawlins, Wyoming.

(d) Equalization of mileage under Section 1(a) hereof shall be on the basis of 65/35 ratio for each one-hundred (100) starts operated from each home terminal with 65 starts to be apportioned to the NWD crews, and 35 starts to be apportioned to Wyoming Division crews.

Each twenty (20) trip equalizing segment for apportionment would be:

2 IDAHO)
1 WYOMING) 3

2 IDAHO)
1 WYOMING) 3

2 IDAHO)	
1 WYOMING)	3

2 IDAHO)	
1 WYOMING)	3

2 IDAHO)	
1 WYOMING)	3

2 IDAHO)	
1 WYOMING)	3

1 IDAHO)	
1 WYOMING)	2

20

The foregoing represents alternating two (2) back-to back Idaho Division crews for each one Wyoming Division crew, except there would be one and one in each twenty (20), which would total five (5) one and one within each one-hundred (100) starts with balance of six (6) back-to-back in each twenty (20) starts, or total of thirty (30) back-to-back in each one-hundred (100), thus producing sixty-five (65) Idaho and thirty-five (35) Wyoming starts in each one-hundred (100) segment in each direction. This arrangement is more fully covered in separate agreement between the parties appended hereto.

(e) There shall be no restrictions in service to be required of interseniority district crews enroute in the territory between Rawlins and Pocatello, except NWD crews shall not be permitted to handle traffic originating at one point and destined to another point, both of which are between Granger and Point of Rocks.

(f) Rawlins crews, upon arrival at Pocatello, will be marked on the Board in proper order ahead of Pocatello crews for service back to Rawlins subject to their availability under the Hours of Service Law provided no more than two (2) Rawlins crews will be operated out of Pocatello before using a Pocatello crew.

RLA-6-391

Pocatello crews upon arrival at Rawlins will be marked on the Board in proper order ahead of Rawlins crews for service back to Pocatello, subject to their availability under the Hours of Service Law, provided no more than four (4) Pocatello crews will be operated out of Rawlins before using a Rawlins crew.

The Superintendent or his designated representative and the Local Chairmen will meet for the purpose of making whatever adjustment or changes are necessary in the manner in which crews are placed or marked up on the respective Boards to avoid excessive held-away-from-home terminal time.

(g) Fly crew or wrecker service originating west of Granger shall be protected by NWD Idaho Division crews available at Green River; Granger and East will be protected by ED crews under ED Agreements.

PART. III

GENERAL CONDITIONS

Section 1. 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. When crews 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 crews.

Section 3. Crews 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 inter-divisional runs, crews on runs of one-hundred (100) miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than one-hundred (100) miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than one-hundred (100)

miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1.50 for the trip.

PART IV

Section 1. A crew member vacancy arising at the home terminal will be covered by the Seniority District of the crew with the vacancy. Vacancies arising at the away-from-home terminal will likewise be covered in the same manner. In the event no such employee can be made available, the vacancy will be covered by an available employee from a following interdivisional crew of the same seniority district. If none, the vacancy may be covered by an available employee not of that seniority district. The employee so used shall be returned deadhead to his home terminal.

Section 2. NWD and ED Conductors and Brakemen handling trains in this Interdivisional Service shall be governed by their respective Work Rules Agreements. 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 current Schedule Agreements.

Section 3. Selected trains to be operated in this service shall be identified in advance as near as practical, covering a twenty-four (24) hour period at each home terminal. Effort shall be made by the Company to operate as many expedited trains in this service as consistent each day to permit maximum earnings for pool freight crews assigned thereto.

Section 4. Pool freight crews moving in the same direction who do not have the same objective terminals will not be exchanged with a crew of another train enroute without subjecting the Company to the payment of a one-hundred (100) mile penalty.

Section 5. Deadheading of crews will be made on trains or other suitable means of transportation which will permit the deadheading crew to reach their objective terminal without delay. In the event non-compliance with this provision, such deadhead crew shall qualify for a penalty payment of one (1) arbitrary hour. Crews may be deadheaded out of alternation without penalty to their home terminal.

Section 6. Crews called in their turn in the same pool, without regard to different seniority districts, who do not depart from their home terminal on the road trip in the order called, will be allowed a runaround of fifty (50) miles.

Section 7. Carrier will furnish to the involved UTU Local Chairmen with statement each thirty (30) day period showing the number of trips each crew in Interdivisional Service made during the preceding calendar month.

PART V

Section 1. The conditions covering rules changes and modifications set forth in the June 7, 1972 I.D. Agreement applicable to NWD employees; and the conditions covering rule changes and modifications set forth in Part I of the November 29, 1972 Agreement applicable to ED crews, shall be extended in their relative application to include employees operating on the extended runs as covered by this Agreement.

Section 2. Concurrent with the exercise of the Carrier's option to institute interdivisional service under this Agreement and during the period this Agreement remains in effect, it shall supersede all rules, practices and understandings which are in conflict therewith.

PART VI

IMPLEMENTING PROCEDURES

Section 1. The Carrier shall have the option of determining when, or whether or not it desires to place the extended interdivisional service runs covered by the terms of this Agreement into effect, which shall be for a sixty (60) day test period, and which may be activated no sooner than twenty (20) days after written notice is served simultaneously upon the involved General Chairmen of their intent to do so.

Section 2. When the option provided in Section 1 is exercised for a sixty (60) day test period or less, the parties signatory hereto are in agreement that they shall cooperate and confer for the purpose of entering into additional understandings or effecting needed modifications in the existing terms of this Agreement, if necessary, to better serve the parties' objectives.

Section 3. Promptly following the sixty (60) day test period referred to in Section 1 hereof, the parties will meet for the purpose of evaluating the conditions experienced during

RLA-6-391

said test period and if it is determined by the Carrier, as result thereof, to continue the operation, then the parties will finalize and/or modify the terms of this Agreement, as necessary.

Section 4. In the event the option provided in Section 1 is not exercised by the Carrier within six (6) months from the date of this Agreement, the Agreement shall be automatically terminated in its entirety unless extended by mutual agreement.

Section 5. The terms of this Agreement shall be effective October 1, 1977, and continue in effect until changed or modified in accordance with the Railway Labor Act.

Dated at Salt Lake City, Utah, this 12th day of September, 1977.

UNITED TRANSPORTATION UNION-C&T

UNION PACIFIC RAILROAD COMPANY

R. B. [Signature]
General Chairman
Eastern District

Alben Lott
Director of Labor Relations
South-Central & Northwestern Dist.

UNITED TRANSPORTATION UNION - C

[Signature]
General Chairman, Northwestern Dist.

[Signature]
Director of Labor Relations
Eastern District

UNITED TRANSPORTATION UNION - T

[Signature]
General Chairman, Northwestern Dist.

A G R E E M E N T

between the

RLA-6-391

UNION PACIFIC RAILROAD COMPANY
(Northwestern and Eastern Districts)

and the

UNITED TRANSPORTATION UNION -C and T

★ ★ ★

APPORTIONMENT OF WORK AND EMPLOYES IN
INTERDIVISIONAL FREIGHT SERVICE
POCATELLO - RAWLINS

IT IS AGREED:

Section 1. APPORTIONMENT OF WORK. (a) The apportionment of work in the POCATELLO-RAWLINS Operating District, as between train crews of the Idaho Division Seniority District and the Wyoming Seniority District shall be determined on the basis of allocating the Idaho Division with .65% and the Wyoming Division with .35% of the actual miles operated in Interdivisional Through Freight Service between Pocatello and Rawlins.

(b) Train crew assignments protecting the movement of trains in this Interdivisional Service shall be apportioned on the basis of sixty-five (65) starts to the Idaho Division and thirty-five (35) starts to the Wyoming 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 one-hundred (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 378 miles for each such start representing the shortage. Such payment will be made to the employes standing first-out immediately after operation of the 100th train.

Section 2. MANNING. (a) Freight service between Pocatello and Rawlins shall be manned by train service employes from both seniority districts, between Pocatello and Green River and between Green River and Rawlins, with each having separate home terminals. Each pool of freight crews will operate independently of the other 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 alternating trains or deadhead, except as otherwise provided in this Section 2.

NOTE: The term "alternation" means two and one, and one and one as illustrated in Part II, Section 1(d).

(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 (NWD) seniority district pool may be operated from their home terminal and away-from-home terminal, six times 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 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 2, Part I of the Interdivisional Service Agreement, and to establish procedure for the allocation of crews and equalization of mileage.

(b) This Agreement supersedes all rules, practices and understandings, however established, which are in conflict therewith.

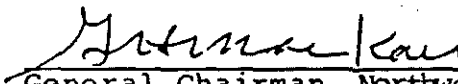
(c) The parties hereto will cooperate and confer as conditions warrant and will meet for the purpose of entering into any additional understandings or alteration to this Agreement as may be required for the betterment of the service and to give the desired effect to the respective parties' objectives 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.

Dated at Salt Lake City, Utah, this 12th day of September, 1977.

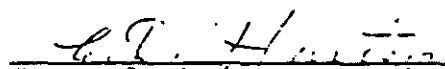
UNITED TRANSPORTATION UNION - C

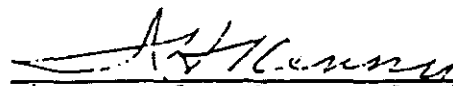
UNION PACIFIC RAILROAD COMPANY


General Chairman, Northwestern Dist.

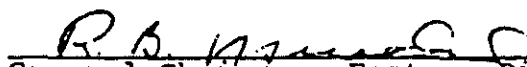

Director of Labor Relations
South-Central & Northwestern Dist.

UNITED TRANSPORTATION UNION - T


General Chairman, Northwestern Dist.


Director of Labor Relations
Eastern District

UNITED TRANSPORTATION UNION- C & T


General Chairman, Eastern District

November 4, 1977 #5
E-013-23-4-IR #17

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

ESTABLISHMENT OF INTERDIVISIONAL SERVICE
BETWEEN POCATELLO AND RAWLINS

Section 1. Trainmen operating from Pocatello, Idaho to Rawlins, Wyoming will be allowed 376 road miles. Trainmen operating from Rawlins to Pocatello will be allowed 376 road miles.

Section 2. A separate pool will be established for employees assigned to this ID service.

Section 3. 7th district trainmen assigned to this ID service destined Rawlins who die under the law at Creston or between Creston and Rawlins will be deadheaded no later than on the first following train moving to Rawlins and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on. 7th district trainmen assigned to this ID service destined Pocatello who die under the law at McCammon or between McCammon and Pocatello will be deadheaded no later than on the first following train moving to Pocatello and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on.

Section 4. (a) For a period of six (6) months from the date this ID service is begun an employee assigned to and working in such ID service will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day on which he works in this ID service.

(b) The December 23, 1975 agreement granting a 10-year guarantee of 3800 district road miles applies to trainmen assigned to this ID service.

Section 5. (a) Eastbound 7th district trainmen assigned to this ID service who reach McCammon and who are returned to Pocatello will be allowed a minimum of one-way road miles Pocatello to Rawlins. If such eastbound trainmen reach Montpelier and are returned to Pocatello they will be allowed a minimum of the round trip road miles Pocatello to Rawlins to Pocatello.

UPRR/UTU (C) & (T)
ESTABLISHMENT OF ID SERVICE
BETWEEN POCATELLO AND RAWLINS

Item 21(c) Cont'd

November 4, 1977 #5
E-013-23-4-IR #17

(b) Westbound 7th district trainmen assigned to this interdivisional service who reach Wamsutter and who are returned to Rawlins will be allowed a minimum of one-way road miles Rawlins to Pocatello. If such westbound trainmen reach Point of Rocks and are returned to Rawlins they will be allowed a minimum of the round trip road miles Rawlins to Pocatello to Rawlins.

Section 6. A trainman assigned to this ID service having time to work under the hours of service act will not be required to exchange trains with a trainman who is on short time under the hours of service act. In the event of non-compliance with this section 6, the trainmen who are required to exchange trains will be allowed a penalty payment of 100 miles and will be restored at the first opportunity to their same relative position on the board insofar as Eastern District trainmen are concerned.

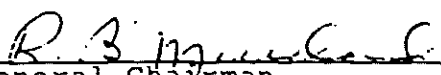
Section 7. If attendance at an investigation requires a trainman assigned to this interdivisional service to travel over any portion of the interdivisional territory, he will be allowed deadhead miles over that portion of the territory where he holds no primary rights.

* * * *

Dated at Omaha, Nebraska this 4th day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T)

FOR THE
UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations

November 4, 1977 #6

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

UNDERSTANDINGS APPLICABLE TO AGREEMENTS PROVIDING FOR THE
ESTABLISHMENT OF INTERDIVISIONAL SERVICE BETWEEN SALT LAKE CITY
AND RAWLINS AND BETWEEN POCATELLO AND RAWLINS.

Section 1. The Salt Lake City-Rawlins pool and the Pocatello-Rawlins pool are segregated pools and are not to be intermingled.

Section 2. For a period of six (6) months from the date ID service is established between Salt Lake City and Rawlins, an employe assigned to the Salt Lake City-Green River pool or the Rawlins-Green River pool will be entitled to his pro rated portion of a monthly guarantee of 3900 district miles for each full calendar day he is assigned to such pool.

Section 3. 7th district crews working in the Pocatello-Rawlins ID service will not be permitted to handle traffic originating at one point and destined to another point, both of which are between Granger and Point of Rocks.

* * * *

Dated at Omaha, Nebraska this 4th day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T)

FOR THE
UNION PACIFIC RAILROAD COMPANY

RB Muncie
General Chairman

St. Kennedy
Director of Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT.
and
UNITED TRANSPORTATION UNION (C) & (T)

INTERDIVISIONAL SERVICE BETWEEN DENVER
AND OAKLEY AND BETWEEN OAKLEY AND
SALINA

Section 1. For a period of six months from the date ID service between Denver and Oakley or between Oakley and Salina is established a trainman in such interdivisional service will be entitled to his pro rata portion of a monthly guarantee of 3900 miles for each full calendar day on which he works in such ID service.

Section 2. The number of conductors and brakemen to be covered by Section 1 above will be four conductors and eight brakemen for each district.

Section 3. The Company may establish a guaranteed extra board for conductors and brakemen at Oakley under the usual conditions to work in both directions out of that location.

Section 4. Salina extra men will not work west of Ellis except in ID service which ordinarily will be a straight-away trip originating at Salina and ending at Oakley. Oakley extra men will not work east of Ellis except in ID service which ordinarily will be a straightaway trip originating at Oakley and ending at Salina.

Section 5. Lockers for trainmen assigned to ID service covered by this agreement will be provided by the Company.

Section 6. Detoured trains may be operated in ID service between Oakley and Salina via Plainville under the provisions of applicable ID agreements.

Section 7. If necessary to call an ID conductor and brakemen for dogcatching service such conductor and brakemen will be allowed a minimum of one-way ID district miles.

Section 8. The Company and Organization representatives will meet at an agreeable time at Denver, Oakley and Salina to work out problems related to eating and lodging at those points.

Section 9. A trainman assigned to the Denver-Oakley ID pool used to perform service in the Salina-Oakley territory will be allowed a penalty of 100 miles. A trainman assigned to the Salina-Oakley ID pool used to perform service in the Denver-Oakley territory will be allowed a penalty of 100 miles.

UTU (C) & (T)

E-013-23-4-IR #18
November 3, 1977 #2

Section 10. (a) An eastbound trainman in the Denver-Oakley ID pool who does not reach Hugo and is returned to Denver will be allowed a minimum of one-way road miles Denver to Oakley. If such trainman reaches Hugo and is returned to Denver he will be allowed a minimum of the round trip road miles Denver to Oakley to Denver.

(b) A westbound trainman in the Denver-Oakley ID pool who does not reach Cheyenne Wells and is returned to Oakley will be allowed a minimum of one-way road miles Oakley to Denver. If such trainman reaches Cheyenne Wells and is returned to Oakley he will be allowed a minimum of the round trip road miles Oakley to Denver to Oakley.

(c) An eastbound trainman in the Oakley-Salina ID pool who does not reach Hays and is returned to Oakley will be allowed a minimum of one-way road miles Oakley to Salina. If such trainman reaches Hays and is returned to Oakley he will be allowed a minimum of round trip road miles Oakley to Salina to Oakley.

(d) A westbound trainman in the Oakley-Salina ID pool who does not reach Russell and is returned to Salina will be allowed a minimum of one-way road miles Salina to Oakley. If such trainman reaches Russell and is returned to Salina he will be allowed a minimum of round trip road miles Salina to Oakley to Salina.

Section 11. Prior to the establishment of ID service between Denver and Oakley, or Oakley and Salina, a meeting will be held with Employee representatives and Company representatives, including Operating, Labor Relations and Timekeeping Officers for the purpose of discussing this operation.

Dated at Omaha, Nebraska this 3rd day of November, 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T):

FOR THE
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

E-013-23-4-IP
November 3, 1977

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C)&(T)

1. The following is added as paragraph (l) of Section 1, Part I, of the Interdivisional Runs Agreement dated May 22, 1972:

(l) Hugo and Sharon Springs will be eliminated as away-from-home terminals and Sharon Springs will be eliminated as a home terminal, and trainmen on the 12th Seniority District will operate between Denver, Colorado and Oakley, Kansas.

i. The home terminal for 12th District trainmen assigned to these runs will be Denver.

ii. Trainmen operating from Denver to Oakley will be allowed 262 road miles; trainmen operating from Oakley to Denver will be allowed 261 road miles.

2. The following is added as paragraph (m) of Section 1, Part I, of the Interdivisional Runs Agreement dated May 22, 1972:

(m) Ellis, Kansas will be eliminated as a home terminal for 12th Seniority District trainmen and will be eliminated as an away-from-home terminal for 10th District trainmen. Sharon Springs will be eliminated as an away from home terminal for 12th District trainmen.

i. These runs will be manned by 10th and 12th District trainmen on the basis of the ratio of miles that the 10th and 12th Districts, respectively, bear to the total miles of the run.

ii. The home terminal for 12th District trainmen assigned to these runs will be Oakley; the home terminal for 10th District trainmen will be Salina.

iii. Employees operating from Oakley to Salina will be allowed 191 road miles; employees operating from Salina to Oakley will be allowed 192 road miles.

Dated at Omaha, Nebraska this 3rd day of November 1977.

FOR THE
UNITED TRANSPORTATION UNION (C)&(T):

FOR THE
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C)&(T)

Item 22(c)

DRIVING ALLOWANCES - HOME SETTLEMENTS

Section 1(a). Trainmen listed on Attachment "A" who are required to drive from Sharon Springs to Oakley, Kansas as a result of inauguration of Interdivisional Service between Denver, Colorado and Oakley, Kansas or between Oakley and Salina, Kansas will be allowed a driving allowance of \$13.50 for each round trip.

(b) Trainmen listed on Attachment "A" who are required to drive between Ellis and Oakley, Kansas as a result of inauguration of Interdivisional Service between Denver, Colorado and Oakley, Kansas or between Oakley and Salina, Kansas will be allowed a driving allowance of \$18.00 for each round trip.

Section 2(a). After a trainman listed on Attachment "A" has qualified for thirty (30) of the driving allowances specified in Section 1(a) above, he may, at his option, within sixty (60) days of the date he qualifies for his thirtieth such allowance, elect to receive a lump sum of \$2,750.00 (Two Thousand Seven Hundred and Fifty Dollars), which lump sum settlement will be in lieu of future driving allowances and in lieu of any home settlement due.

(b) After a trainman listed on Attachment "A" has qualified for thirty (30) of the driving allowances specified in Section 1(b) above, he may, at his option, within sixty (60) days from the date he qualifies for his thirtieth such allowance, elect to receive a lump sum of \$3,250.00 (Three Thousand Two Hundred and Fifty Dollars), which lump sum settlement will be in lieu of future driving allowances and in lieu of any home settlement due.

Section 3. A trainman not opting for a lump sum settlement provided for in Section 2 above will continue to be eligible for a home settlement for a three year period with such three year period to run from the date the ID service provided for in Section 1 above is begun.

11-3-77

Section 4. A trainman not opting for a lump sum settlement provided for in Section 2 above or for any home settlement to which he is entitled under Section 3 above will be entitled to the driving allowance specified in Section 1 above for as long as he otherwise qualifies therefor.

Section 5. A trainman who is covered by Section 1 above who retains his place of residence at Sharon Springs or Ellis will be called for service out of Oakley as nearly as practicable two or two and one-half hours, respectively, before required to report for duty.

Section 6. The Company will provide a facility at Oakley properly equipped for the use of employes covered by Section 1 above waiting for a call for Oakley-Denver or Oakley-Salina ID service.

Section 7. The driving allowances specified in Section 1 above will be subject to renegotiation five years from the date the ID service is inaugurated and each five year period thereafter.

Section 8. The receipt of benefits under this agreement will constitute a waiver of any right of such employe to claim or receive the same or any similar benefits under any other agreement to which the Union Pacific is a party.

Dated at Omaha, Nebraska this 3rd day of November, 1977.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T):

FOR THE
UNION PACIFIC RAILROAD COMPANY:


General Chairman


Director of Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT
and
UNITED TRANSPORTATION UNION (C) & (T)

GUARANTEED EXTRA BOARD - BRAKEMEN - OAKLEY

1. Effective 12:01 a.m., December 1, 1978, a guaranteed extra board is established at Oakley, Kansas, to fill vacancies in the territory Oakley-Denver, Oakley-Plainville and 12th District percentage of Oakley-Salina.

2. Vacancies on the extra board shall be filled by assignment of the senior brakeman having written application on file with the crew dispatcher, with copy to the UTU(T) local chairman. If no applications are filed, the junior unassigned brakeman shall be assigned.

3. Applications for assignment to this extra board shall automatically expire 30 days after submitted unless renewed in writing. Applications may be cancelled at any time prior to notification of assignment by written notice to the crew dispatcher, with copy to the UTU(T) local chairman.

4. Each extra brakeman shall receive a monthly guarantee, or portion thereof, equivalent to 3850 miles at the basic freight rate of pay. The guarantee shall be computed on a daily basis and shall not apply to any date the extra brakeman lays off or is otherwise not available for service the calendar day.

5. (a) The Superintendent shall regulate the extra board. In the regulation of the board an average of 4450 miles per month shall not be exceeded, and the Carrier shall not be subject to claims because of the regulation thereof.

(b) Deadheading which is required account the extra board being depleted is compensable.

6. Each extra brakeman shall register his actual accumulated mileage on completion of each trip in the book provided at a location agreed to by the Superintendent and the UTU(T) local chairman.

7. A brakeman assigned to the extra board shall remain thereon not less than 30 days unless displaced.

8. An extra brakeman laying off or missing a call shall not be permitted to mark up in less than 24 hours if another extra brakeman is available. An extra brakeman tying up for rest shall be considered as laying off.

9. (a) An extra brakeman called for a vacancy at an outlying point shall be released to return to the extra board after seven days or on completion of last trip preceding layover day and shall be placed last out at tie-up time that day.

(b) An extra brakeman released from an outlying vacancy shall not be called a second time for the same vacancy if another extra brakeman is available.

(c) In the protection of an outlying vacancy, deadhead pay shall be allowed only for the first trip to and the last trip from such vacancy. No intermediate deadheads shall be paid for.

10. (a) When laying off or missing call for an outlying vacancy, the extra brakeman shall be required to report at the outlying point without deadhead pay in either direction. If the outlying vacancy no longer exists or has been filled under Rule 44(a)(1), the extra brakeman shall be placed last out.

(b) It is understood that this provision does not estop the Carrier from administering such discipline as it deems proper for a missed call.

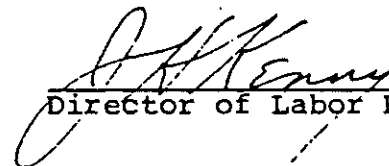
11. This agreement may be cancelled by the serving of 10 days written notice by either party.

FOR THE
UNITED TRANSPORTATION UNION (C) & (T)

FOR THE
UNION PACIFIC RAILROAD COMPANY


General Chairman

Omaha, Nebraska
December 1, 1978


Director of Labor Relations

UNION PACIFIC RAILROAD COMPANY

J. H. KENNY
DIRECTOR OF LABOR RELATIONS
J. E. TRUMMER
ASS'T DIRECTOR OF LABOR RELATIONS
R. D. MEREDITH
ASS'T DIRECTOR OF LABOR RELATIONS



1400 CHURCH STREET
OMAHA, NEBRASKA 68102

DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

July 14, 1978

E-013-23-4-IR
E-013-23-95-11
E-013-23-58

Mr. R. B. Murdock
General Chairman, UTU(C)&(T)
206 Farm Credit Building
Omaha, Nebraska 68102

Dear Sir:

This will confirm agreement reached at Kansas City on July 11, 1978 to be effective at 12:01 a.m. July 16, 1978.

It is agreed that the following provisions of the Interdivisional Runs Agreement dated May 22, 1972 will apply to 9th District conductors and brakemen in the Kansas City-Marysville pool:

- (1) Part II - Section 1 dealing with the basic rate.
- (2) Part III - Paragraph (a) dealing with overtime.
- (3) Part III - Paragraph (b) dealing with held time.
- (4) Part VI - Section 2 dealing with running the meal.


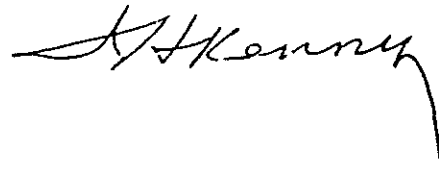
It is also agreed that:

- (a) The provisions of Part VI, Section 2 of the ID Agreement dated May 22, 1972 will govern 9th District conductors and brakemen covered by this agreement which will eliminate existing eating arrangements at Kansas City. This will also cover Jeffrey Energy Center.
- (b) All unauthorized allowances now being paid to conductors and brakemen covered by this agreement will no longer be claimed nor allowed--including the extra hour's final delay at Kansas City.

- (c) West switching limits at Topeka are extended to M.P. 74.25 on the First Subdivision and to M.P. 75.50 on the Denver Subdivision. The four mile provision of Article VI of the National Agreement dated January 27, 1972 will continue to be measured from the former switching limits.
- (d) East switching limits at Junction City are extended to M.P. 137.20. The four mile provision of Article VI of the National Agreement dated January 27, 1972 will continue to be measured from the former switching limits.

Yours truly,

ACCEPTED:


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

OPERATING VACATION AGREEMENTS-SYNTHESIS

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 Eastern, Western and Southeastern Carriers and their employees represented by the United Transportation Union, and the several amendments made thereto in various national agreements up to January 27, 1972.

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 shall govern.

Section 1 (a) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

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(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, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having two or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations

signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said two or more years of continuous service renders service of not less than three hundred twenty (320) basic days in miles or hours paid for as provided in individual schedules.

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(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, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having ten 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 ten or more years of continuous service renders service of not less than sixteen hundred (1600) 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, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty 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 twenty or more years of continuous service renders service of not less than thirty-two hundred (3200) 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)

(e) - Effective January 1, 1973, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having twenty-five or more years of continuous service with employing carrier will be qualified for an annual vacation of five weeks with pay, or pay in lieu thereof, if during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said twenty-five or more years of continuous service renders service of not less than four thousand (4,000) basic days in miles or hours paid for as provided in individual schedules.

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(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 7½ 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 performs no service, not exceeding sixty (60) such days, will be included in the determination of qualification for vacation; also, calendar days, not in excess of thirty (30), on which an employee is absent from and unable to perform service because of injury received on duty will be included.

The 60 and 30 calendar days referred to in this Section 1(g) 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.

(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), sixteen hundred (1600) basic days under Section 1(c), thirty-two hundred (3200) 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 home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

(j) - In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(k) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967 as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Section 1(a), (b), (c), (d) or (e) and (j) hereof.

(L) - In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Section 1 (a), (b), (c), (d) or (e) and (j) hereof.

Section 2 - Employees qualified under Section 1 hereof shall be paid for their vacations as follows:

General

(a) - An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than six (6) minimum basic days' pay at the rate of the last service rendered, except as provided in subparagraph (b).

(b) - Beginning on the date Agreement "A" dated September 25, 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, who are represented by the United Transportation Union, are concerned:

Yard Service

(1) An employee receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(i)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay for each week of vacation be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

(2) An employee having interchangeable yard and road rights receiving a vacation, or pay in lieu thereof, under Section 1 shall be paid for each week of such vacation 1/52 of the compensation earned by such employee under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (i)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay for each

week of vacation shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay for each week of vacation shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

NOTE: - Section 2(b) applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof, and to hostling service.

Section 3 - Vacations, or allowances therefor, 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 seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

Section 7(a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the request of the employee may be reduced in one year and adjusted in the next year.

(b) - After the vacation begins layover days during the vacation period shall be counted as a part of the vacation.

Section 8 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

Section 9 - The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom. With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6.

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 and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949 supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945, 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 United Transportation Union.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949 shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949 - December 31, 1949.

Section 12 - This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13 - This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

THE FOLLOWING MODIFIES THE
VACATION SYNTHESIS, ITEM
24 (a).

(EXCERPTED FROM THE AUGUST
25, 1978 NATIONAL AGREEMENT)

ARTICLE III - VACATIONS

Insofar as applicable to employees represented by the United Transportation Union, the Vacation Agreement dated April 29, 1949, as amended, is further amended effective January 1, 1979, by substituting the following Section 1(c) and 1(d) for the corresponding provisions contained in Section 1 of Article III of the Agreement of January 27, 1972:

(c) Effective January 1, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having nine 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 nine or more years of continuous service renders service of not less than fourteen hundred forty (1440) 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, 1979, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having eighteen 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 eighteen or more years of continuous service renders service of not less than twenty-eight hundred eighty (2880) 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.")

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and the

ORDER OF RAILWAY CONDUCTORS & BRAKEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

VACATION SCHEDULES - CONDUCTORS AND BRAKEMEN

Section 6 of the National Vacation Agreement effective July 1, 1949, reads in part as follows:

"Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employe in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employes will cooperate in arranging vacation periods, administering vacations and releasing employes when requirements of the service will permit."

In applying the above-quoted provision of agreement in a manner which will permit of orderly procedures in scheduling and granting vacations, it is agreed:

1. Superintendents will determine as soon as consistent the employes who are qualified for vacations of 7, 14, 21 or 28 days in accordance with the agreements effective January 1, 1965.
2. The classification of employes, that is, whether they are conductors or brakemen, for the purpose of selecting vacation periods of 7, 14, 21 or 28 days, will be determined by the grade of service to which they are regularly assigned on November 15 prior to their vacation year.
3. List of conductors eligible for vacation will be prepared in seniority order for each seniority district, and copy furnished the local chairman of the O.R.C.&B. Similar list of brakemen eligible for vacation will be furnished the local chairman of the B. of R. T.

4. Local officers and local chairmen will determine to the best of their ability the number of conductors and brakemen on each seniority district who can be granted vacations throughout the year consistent with requirements of the service.
5. Conductors and brakemen will be given opportunity to select vacation periods in seniority order in each seniority district.
6. Vacations as selected in accordance with the above will be shown on the vacation schedule separately for conductors and brakemen for each seniority roster, and copy furnished the respective local chairmen. Dates selected will not be subject to change thereafter except that if it is found there is a surplus of men in any seniority district, employees desiring vacation at that time may be relieved on request of the individual and approval of the officer in charge, giving preference to senior men, and assigned vacation period cancelled.
7. If conditions will not permit the granting of vacation as scheduled, payment will be made in lieu thereof in conformity with the vacation agreement.
8. In cases where employee fails to select vacation period he will be assigned vacation period by local chairman and representative of the management.
9. Vacation periods will begin at 12:01 A.M., on the 1st, 8th, 16th, and 23rd day of each month of the year. When the employee receives compensation chargeable to the day his vacation is scheduled to begin, his vacation will begin at 12:01 a.m., on the following day. Employees will be granted their vacation allowance in the payroll period in which the vacation occurs."

This Section will be applied as follows:

Example 1

An employee is scheduled to begin his vacation on August 1st. On July 31st he is called at the far terminal at 10:00 p.m., and arrives at the home terminal at 3:00 a.m., on August 1st. The employee will be considered as having begun his vacation at 12:01 a.m., August 1st.

Example 2

An employe is scheduled to begin his vacation on August 1st. On August 1st he is called at the far terminal at 12:10 a.m., and arrives at the home terminal at 5:10 a.m., on August 1st. The employe will be considered on vacation at 12:01 a.m., August 2nd.

Example 3

A yard employe is scheduled to begin his vacation on August 1st. On July 31st he goes on duty at 11:59 p.m., and goes off duty at 7:59 a.m., on August 1st. The employe will be considered as having begun his vacation at 12:01 a.m., August 1st.

Example 4

A yard employe is scheduled to begin his vacation on August 1st. On July 31st he goes on duty at 3:59 p.m., and works a yard shift plus one hour overtime, going off duty at 12:59 a.m., on August 1st. The employe will be considered as having begun his vacation at 12:01 a.m., August 1st.

10. This agreement is subordinate to any interpretations of the National Vacation Agreement by the committee provided for in Section 10 of the National Agreement dated April 29, 1949 and effective July 1, 1949, and shall terminate thirty days after written notice served by either party upon the other.
11. The agreements dated April 7, 1953 and February 10, 1954 with the ORC&B and BofRT; the agreement dated January 6, 1954 with the BofRT; and the agreement dated June 28, 1963 with the Four Operating Organizations are hereby superseded and cancelled.

This agreement is effective January 1, 1965.

FOR THE EMPLOYES:

B. B. Muehlbach
General Chairman, ORC&B

H. A. Samulinski
General Chairman, BofRT

Omaha, Nebraska
December 30, 1964

FOR UNION PACIFIC RAILROAD COMPANY:

N. J. Long
Assistant to Vice President-
Labor Relations

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and

ORDER OF RAILWAY CONDUCTORS AND BRAKEMEN

A. Advancing and Deferring Vacation Periods

After official vacation schedules have been prepared in accordance with agreement dated December 30, 1964, conductors qualified to receive one, two, three or four weeks vacation under the agreement effective January 1, 1965 who are working at points where extra boards are maintained may advance or defer vacation periods subject to the following:

1. A conductor may advance his vacation period to commence on a day specified in Paragraphs 8 and 9 of the agreement dated December 30, 1964.

2. Vacation periods advanced or deferred under Paragraph 1 hereof must be for not less than the following number of consecutive days:

One week	- seven (7) days
Two weeks	- fourteen (14) days
Three weeks	- twenty-one (21) days
Four weeks	- twenty-eight (28) days

3. A conductor who elects to advance or defer his vacation period or a portion thereof must make written application to the crew dispatcher or other designated representative of the Company and receive approval from such representative to advance or defer his vacation period.

4. When the complete vacation period for any conductor has been advanced as herein provided, the vacation period of another conductor may be deferred to the period in which the advanced conductor was scheduled to take his vacation, provided notification of such deferment is submitted by the conductor to the crew dispatcher or other designated representative of the Company at least five days in advance of the date such employe is scheduled for his vacation on the official vacation schedule. Only one such deferment will be granted when a vacation period is advanced.

5. Vacation periods will not be deferred where the vacation cannot be completed during the calendar year.

B. Splitting Vacations

1. Conductors who are qualified for a vacation of two, three or four weeks with pay under the provisions of the Vacation Agreement of April 29, 1949, as amended by the Vacation Agreements of December 16, 1953 and November 20, 1964, will, upon written request to the officer in charge, and subject to his approval and the availability of extra employees to provide relief, be permitted to take their vacations in installments as follows:

- (a) Conductors who are qualified for a two weeks' vacation may take their vacation in two installments of one week each.
- (b) Conductors who are qualified for a three weeks' vacation may take their vacation in two installments of one week and two weeks or vice versa, or in three installments of one week each.
- (c) Conductors who are qualified for a four week vacation may take their vacation in four installments of one week each or combinations of one week, two weeks and/or three week installments not to exceed a total of four weeks vacation, and provided extra conductors are available for relief.
- (d) Vacations taken in installments in accordance with subsections (a), (b) or (c) of this Section B must be taken in advance of the individual employee's scheduled vacation period as established by the provisions of the December 30, 1964 agreement.
- (e) Vacation periods may not be deferred, except as provided in Section A.
- (f) When a portion of the employee's vacation has been taken in installments under Paragraphs (a), (b), (c) and (d) of this section and when portions of an employee's vacation have been advanced in accordance with Section A of this agreement, all remaining portions of the employee's vacation must be commenced on the first date set in the original vacation schedule, except as provided in subsection 2(a) of this section.

2. (a) Employees who, because of preference seniority, have been scheduled and assigned a vacation period on the official vacation schedule for the last four weeks in December and who advance only a portion of their vacation (one, two or three weeks as the case may be) under the terms of Sections A and B of this agreement, will commence and complete the remaining portion of their scheduled vacation in the month of December. The final or last two or three weeks of December, as may be the case, will be reserved to such seniority employees. This exception for taking the remaining portion of a scheduled vacation shall not apply to any other employees nor to any other vacation period in the calendar year.

(b) The Company shall assume no additional expense in granting vacations in installments under this Agreement.

(c) Subject to the provisions of subsections 1(a) and 2(b) of Section B of this agreement, employees working at outside points where extra boards are not maintained shall be privileged to take their vacations in installments; provided, however, that where deadheading is involved the following regulations shall apply:

(1) Deadhead payments under this split vacation arrangement shall be limited to one round trip and such payments shall be allocated as follows:

(a) Except as provided in subsection 2 of this section (c), the first relief employee to deadhead to the outside point to protect the first installment of a vacation will be allowed deadhead pay to the outside point. Deadhead trips of other employees to an outside point to protect either the second, third or fourth installment of a vacation shall not be paid for.

(b) The last relief employee to return from an outside point after the last installment of a vacation has been taken will be allowed deadhead pay from the outside point to the point where the extra list is maintained.

(c) Intervening deadhead trips to and from outside points which occur between the first and last installment under this split vacation arrangement shall not be paid for.

(2) Deadhead movements under this vacation agreement shall not be paid for if they are otherwise not payable, such as deadhead movements occasioned by and coupled to mileage regulations.

(a) Employees who have made written application to take their vacations in installments and have received permission to do so, will submit time return to the timekeeper for payment of that portion of their vacation allowance in proportion to the amount of the vacation taken.

(b) Employees at outside points who elect to take their vacations in installments shall advise crew dispatchers, timekeepers and others of the precise conditions for which such vacations are requested. Time allowances for dead-head trips will not be made until all supporting data has been furnished and checked.

(c) An employee who has been absent from service account sickness or for personal reasons not less than seven (7), fourteen (14), twenty-one (21), and/or twenty-eight (28) days and who desires to allocate such absences against any vacation periods due must, at the time he returns to service, notify the crew dispatcher or other designated representative of the Carrier that such absences from service are to be charged against vacation periods as may be due.

C. Not a Guarantee

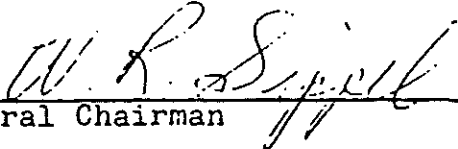
It is understood that the schedule of vacations on the official vacation schedule establishes no guarantee that any employee shall be released for vacation at time scheduled. It is recognized that the exigencies of the service create practical difficulties in providing vacations to all employees. The right of the Company to withhold employees from scheduled vacations is recognized and, where that is done, the employee 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.


D. Effective Date

This agreement shall be effective January 1, 1966, and thereafter until terminated, subject to the condition that it shall terminate thirty (30) days after written notice is served by either party upon the other, and supersedes and cancels agreement dated December 31, 1964, "Two, Three and Four Week Vacations-Divided Into Two Periods"; Agreement dated November 1, 1957, and any other agreement or provision thereof that is in conflict herewith.

Dated at Omaha, Nebraska this 30th day of December, 1965.

ORDER OF RAILWAY CONDUCTORS & BRAKEMEN: UNION PACIFIC RAILROAD COMPANY:


General Chairman


Asst. to Vice President
Labor Relations

A G R E E M E N T
between
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and
BRAKEMEN, YARDMEN AND TRAIN BAGGAGEMEN
represented by
BROTHERHOOD OF RAILROAD TRAINMEN

Advancing and Deferring Vacation Periods

Effective January 1, 1969 the agreement of December 23, 1965 entitled, "Advancing and Deferring Vacation Periods", is modified to incorporate the following provisions:

1. All or any portion of an employee's vacation may be advanced or deferred subject to manpower and operational requirements. In the event several employees wish to advance or defer their vacations to the same period, seniority will prevail.
2. When a portion of a vacation is advanced or deferred the employee will specify what date he will commence the vacation remaining during originally scheduled period.

EXAMPLE: An employee with two weeks vacation is scheduled for the period July 1-14. He wishes to advance one week of it to June 1-7. He must specify which week will remain as originally scheduled -- the week July 1-7 or the week July 8-14.

3. It will no longer be necessary that an employee who has advanced or deferred his vacation be frozen to any portion of his originally scheduled vacation period.
4. An employee may make as many splits as he has weeks of vacation.
5. Gaps created by employees advancing or deferring vacations will be filled by the senior employee filing written application therefor.
6. Employees who desire to advance or defer all, or a portion of, their vacation period must make written application at least seven (7) days in advance of the desired change. This includes yard service employees adjusting their vacation periods to commence on the day following their designated days off.

Item 24(e) Cont'd

All portions of the agreement of December 23, 1965 in conflict with the above are modified accordingly.

This agreement shall be effective January 1, 1969, subject to the condition that it shall terminate 10 days after written notice is served by either of the parties upon the other.


Dated this 26th day of November, 1968.

FOR THE EMPLOYEES:

FOR UNION PACIFIC RAILROAD CO.



General Chairman, BofLE



Asst. to Vice President-Labor Relns

A G R E E M E N T

between

Union Pacific Railroad Company - Eastern District
and

United Transportation Union (C)

United Transportation Union (T)

ADVANCING VACATION & RETURNING FROM VACATION

POOL FREIGHT SERVICE

IT IS AGREED:

Section 9 of the Vacation Agreement dated December 30, 1964 requiring vacation periods of conductors and brakemen to commence the 1st, 8th, 16th or 23rd day of a month is modified for such employes in pool freight service by the following provisions:

1. After the official vacation schedules become effective an employe may advance his assigned vacation period to commence on any day following completion of his final trip prior to the assigned starting date of his scheduled vacation, subject to the provisions of this agreement.

Example: An employe whose vacation is scheduled for May 8 reports for his final trip at the far terminal on May 4 and ties up at the home terminal on May 5. Such employe may advance his vacation period to commence on May 5, 6 or 7. (Note: In this example the vacation may be advanced to May 5 inasmuch as the final trip commenced May 4 and no earnings would be credited to May 5.)

2. Vacations must be taken at the home terminal and will commence at 12:01 AM on the date specified by the employe, provided no compensation is credited to the date selected.
3. Notice of intent to advance an assigned vacation period must be given to the crew dispatcher or other designated company representative.


4. The number of scheduled days in a vacation period shall not be extended or reduced or otherwise affected when an employe advances the vacation period under the provisions of this agreement.
5. This agreement shall be effective December 1, 1972 and shall terminate thirty (30) days after written notice is served by any party on the others.

Dated at Omaha, Nebraska this 30th day of October, 1972.

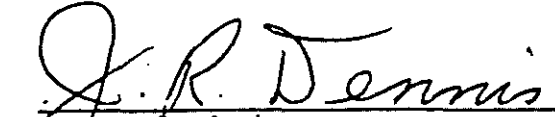
FOR
UNITED TRANSPORTATION UNION (C)

FOR
UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations

UNITED TRANSPORTATION UNION (T)


General Chairman

HOLIDAY PAY - SYNTHESIS

The following represents a synthesis in one document, for the convenience of the parties, of the various National Agreements dealing with holiday pay for yardmen up to and including January 27, 1972. 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 holiday provision, the terms of the appropriate agreement dealing with holiday pay shall govern.

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays:

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Veterans Day (after January 1, 1973)

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts 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, a regularly assigned employee must be available for or perform service as regularly assigned employee on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee 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 does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday. If the holiday falls on the last day of an employee's work week, the first work day following his "days off" shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

NOTE 1: A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the work day immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

(c) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2(b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service.

(d) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 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) of this Section 2.

(e) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the nine holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

(f) As used in this Section 2, the terms "workday" and "holiday" refer to the day to which service payments are credited.

(g) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rata rate on any of the following enumerated holidays":

New Year's Day
Washington's Birthday
Decoration Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Veterans Day (after January 1, 1973)

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.

(h) To qualify, an extra yard service employee must -

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or

(3) if such employee cannot qualify under Section 3 (b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

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

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

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4: 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.

(i) 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.

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

(k) 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 which is also a work day, a vacation day, and/or the Employee's Birthday.

(l) When one or more designated holidays fall during the vacation period of the employee, his qualifying days for holiday pay purposes shall be his workdays immediately preceding and following the vacation period.

(m) The eighth paid holiday, the "Birthday Holiday", shall be applied in the following manner:

(1) The employee must qualify for his birthday holiday in the same manner as other designated holidays, except that he will not be required to work or be available for work on the birthday holiday to qualify for holiday pay if he so elects by giving reasonable notice to his supervisor of his intention to be off on the birthday holiday.

(2) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the eight listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

(n) Nothing in this synthesis shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day work Week) of the agreement of May 25, 1951, as amended.

* * * * *

The following is taken for the January 29, 1975 National Agreement with the United Transportation Union:

ARTICLE III - HOLIDAYS

Section 1. In 1976, Christmas Eve (the day before Christmas is observed) will be added to the list of paid holidays for employees receiving holiday pay. Details of the holiday provision will be agreed upon by the parties by July 1, 1975.

Section 2. The National Carriers' Conference Committee, on behalf of the carriers party to this Agreement, may exercise a national option prior to January 1, 1976 to substitute Good Friday for the birthday holiday effective January 1, 1976, for the employees represented by the United Transportation Union.

(2) An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Article. If an employee's birthday falls on one of the eight listed holidays, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Article.

(n) Nothing in this synthesis shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five-Day work Week) of the agreement of May 25, 1951, as amended.

* * * * *

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Section 1. In 1976, Christmas Eve (the day before Christmas is observed) will be added to the list of paid holidays for employees receiving holiday pay. Details of the holiday provision will be agreed upon by the parties by July 1, 1975.

Section 2. The National Carriers' Conference Committee, on behalf of the carriers party to this Agreement, may exercise a national option prior to January 1, 1976 to substitute Good Friday for the birthday holiday effective January 1, 1976, for the employees represented by the United Transportation Union.

Implementation of Article III-Holidays- of the Agreement of January 29, 1975 between the participating carriers represented by the National Carriers' Conference Committee and the employees of such carriers represented by the United Transportation Union.

IT IS HEREBY AGREED:

Effective January 1, 1976, existing provisions and understanding relating to holidays for employees represented by the UTU are hereby continued and/or amended in the following respects:

Section 1 - Good Friday

Good Friday is substituted for the Employee's Birthday as a paid holiday. All references in existing holiday provisions and understandings to the Employee's Birthday, and all special qualifying and other provisions and understandings which relate to the Employee's Birthday, are eliminated.

Section 2 - Christmas Eve

Christmas Eve (the day before Christmas is observed) is added to the list of enumerated holidays provided by such provisions and understandings as amended by Section 1 hereof.

Section 3 - Continuation and Extension of Certain Existing Holiday Provisions

All provisions and understandings relating to holidays, other than special qualifying and other provisions and understandings relating to the Employee's Birthday, applicable as of December 31, 1975 shall continue to apply effective January 1, 1976, and will be extended effective that date to apply also to Good Friday (in lieu of the Employee's Birthday) and to Christmas Eve (the day before Christmas is observed). Good Friday shall have the same status as other holidays, and except as provided in Section 4 Christmas Eve (the day before Christmas is observed) shall have the same status as other holidays.

Section 4 - Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" (for a regularly assigned employee) or the "calendar day" (for an extra or unassigned employee) immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" before the holiday and on the "workday" or the "calendar day", as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "calendar day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

SIGNED AT WASHINGTON, D. C., THIS 10TH DAY OF NOVEMBER, 1976.

(SIGNATURES NOT REPRODUCED)

NOTE: The following is only a partial reproduction of the National Agreement of June 25, 1964.

A G R E E M E N T

This Agreement made this 25th day of June, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America.

IT IS HEREBY AGREED:

ARTICLE II - EXPENSES AWAY FROM HOME:

Section 1 -

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

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

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

Section 2 -

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than

the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

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

ARTICLE III - SELF-PROPELLED MACHINES:

Section 1 -

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

(a) Road Service - A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Main-line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

(b) Yard Service - A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits provided such machines have sufficient power to move freight cars; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self-propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

Section 2 -

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work for which such machines are designed are retained.

Section 3 -

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

Section 4 -

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

Section 5 -

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

* * * * *

ARTICLE V - COMBINATION ROAD-YARD:

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of Section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment using the second twelve hour period as set forth in Section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of section 1 hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under Section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of Section 7 hereof during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of Section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section

9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

ARTICLE VII - SETTLEMENT OF DISPUTES:

Any disputes involving the interpretation or application of this Agreement shall be settled by the parties in accordance with the established procedures therefor, including the creation of Special Boards of Adjustment and other procedures of Section 3 of the Railway Labor Act.

ARTICLE VIII - EFFECT OF THIS AGREEMENT:

This agreement shall become effective upon ratification by all of the organizations signatory hereto except that upon such ratification the adjustments in rates of pay provided by Article IV shall be effective as of May 7, 1964, and the requirements of Section 1 of Article II with respect to the furnishing of suitable lodging or an equitable allowance in lieu thereof shall be made effective at a date no later than 30 days following such ratification.

This agreement is in settlement of the dispute growing out of notices served by the carriers listed in Exhibits A, B and C on or about November 2, 1959, and by the organizations signatory hereto on September 7, 1960, as implemented by notices of April 6, 1961, not including issues disposed of by the Award of Arbitration Board No. 282, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended, except that rates for miles in excess of those comprising the basic day shall remain unchanged until January 1, 1968.

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented respectively by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

NOTE: The following is only a partial
reproduction of the National Agreement
of January 27, 1972.

M E D I A T I O N A G R E E M E N T

THIS AGREEMENT, made this 27th day of January 1972, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the United Transportation Union, witnesseth:

IT IS HEREBY AGREED:

ARTICLE V - JURY DUTY

When an employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each calendar day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations.

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

This rule shall become effective January 1, 1973.

ARTICLE VI - SWITCHING LIMITS

Existing agreements are amended to read as follows:

The employees involved, and the carriers represented by the National Carriers' Conference Committee, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

Section 1. Except as provided in Section 2 hereof, 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, whereupon 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 agree on the matter, the dispute shall be submitted to arbitration as provided for in the Railway Labor Act, as amended, within 60 days following date of last conference. The decision of the Arbitration Board will be made within 30 days thereafter. The award of the Board shall be final and binding on the parties and shall become effective thereafter upon seven days' notice by the carrier.

Section 2. Where, after the effective dates of the 1951 and 1952 Agreements, an industry locates outside of switching limits at points where yard crews are employed, the carrier may provide switching service to such industries with yardmen without additional compensation or penalties therefor to yard or road men, provided the switches governing movements from the main track to the track or tracks serving such industries are located at a point not to exceed four miles from the switching limits in effect as of the date of this Agreement. Other industries located between such switching limits and such new industries may also be served by yardmen without additional compensation or penalties therefor to road or yard men. Where rules required that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with rules governing changes in switching limits.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this Section 2 and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier

shall periodically advertise to road service employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers). In the event no road employee elects to bid on the accumulated equalizing hours within the bulletined period such accumulation of equalizing hours will be considered forfeited and a new accumulating period shall commence.

Section 3. This Agreement shall in no way affect the changing of yard or switching limits at points where no yard crews are employed.

Section 4. The foregoing is not intended to amend or change existing agreements involving predominantly full-time switching service performed solely by road crews at industrial parks located within the 4-mile limit referred to in Section 2 hereof that have been negotiated on individual properties since the National Agreements of 1951 and 1952.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VII - INTERCHANGE

Section 1. At points where yard crews are employed, road freight crews may be required to receive their over-the-road trains from a connecting carrier or deliver their over-the-road trains to a connecting carrier provided such trains are solid trains which move from one carrier to another intact with or without motive power and/or caboose.

Section 2. If road crews referred to in Section 1 of this Article VII are not required to return or deliver their motive power and/or their cabooses to or from their on or off duty points an alternate means of transportation will be provided.

Section 3. At designated interchange points, if a carrier does not now have the right to specify additional interchange tracks it may specify such additional track or tracks as the carrier deems necessary providing such additional track or tracks are in close proximity. Bulletins specifying additional tracks will be furnished the General Chairman or General Chairmen involved prior to the effective date.

Section 4. If the number of cars being delivered to or received from interchange tracks of a connecting carrier exceeds the capacity of the first track used, it will not be necessary that any one interchange track be filled to capacity before use is made of an additional track or tracks provided, however, the minimum number of tracks necessary to hold the interchange will be used.

Section 5. Crews used in interchange service may be required to handle interchange to and from a foreign carrier without being required to run "light" in either direction.

Work equities between carriers previously established by agreement, decision or practice will be maintained with the understanding that such equity arrangements will not prevent carriers from requiring crews to handle cars in both directions when making interchange movements. Where carriers not now using yard and transfer crews to transfer cars in both directions desire to do so, they may commence such service and notify the General Committees of the railroad involved thereof to provide an opportunity to the General Committees to resolve any work equities between the employees of the carriers involved. Resolution of work equities shall not interfere with the operations of the carriers or create additional expense to the carriers. It is agreed, however, that the carriers will cooperate in providing the committees involved with data and other information that will assist in resolution of work equities.

Section 6. The foregoing provisions are not intended to impose restrictions with respect to interchange operation where restrictions did not exist prior to the date of this Agreement.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE VIII - USE OF COMMUNICATION SYSTEMS

Section 1. It is recognized that the use of communication systems including the use of and the carrying of portable radios, pursuant to operating rules of the individual carriers, is a part of the duties of employees covered by this Agreement. Existing rules to the contrary are hereby eliminated.

Section 2. On roads where rules now exist which provide for the payment of arbitraries to employees for the carrying and/or use of radio equipment, such arbitraries will be eliminated effective January 1, 1973.

Section 3. Portable radios hereafter purchased for the use of and carried by ground service employees in yard and transfer service will not exceed three pounds in weight and will be equipped with a suitable holder which will firmly hold the radio close to the body, or will be of such size as to permit being placed in coat or trouser pockets. Portable radios used by ground service employees in yard and transfer service which do not meet the foregoing specifications will be replaced by December 31, 1973 or their use discontinued.

Section 4. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three pounds.

Section 5. Employees will not be held responsible for accidents caused by failure of radio equipment to properly function.

Section 6. At locations where radio is used sufficient frequency channels will be utilized to provide safe communication.

ARTICLE IX - ROAD-YARD MOVEMENTS

Section 1. Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc.: One straight pick up at another yard in the initial terminal (in addition to picking up train) and one straight set out at another yard in the final terminal (in addition to yarding the train); pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled and connected in multiple; pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars, provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Section 2. The foregoing is not intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this Agreement. There will be no change in work permitted or compensation paid to combination assignments, such as mine runs, tabulated assignments, etc.

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This rule shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representatives on or before such effective date.

ARTICLE X - COMBINING ROAD AND YARD SENIORITY

Seniority rosters of trainmen and yardmen shall be combined on a topped and bottomed basis. Where two or more existing yard seniority rosters are to be combined with an existing road seniority roster such yard rosters will be dovetailed with yardmen maintaining prior rights in their respective yards prior to being topped and bottomed with the road roster. All men on the combined seniority rosters shall have rights to both road and yard assignments. Existing road service men shall have prior rights to road assignments and existing yard service men shall have prior rights to yard service assignments.

All employees hired after the date of the combination of the seniority rosters shall establish joint road and yard seniority.

ARTICLE XI - EXPENSES AWAY FROM HOME

Section 1. Effective on the date of this Agreement, Article II (Expenses Away From Home) of the June 25, 1964 Agreement is amended to cover men in train, engine or yard service called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points subject to the following additional conditions:

- (a) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.
- (b) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

Section 2. Effective 15 days after the date of this Agreement the meal allowance provided for in Article II, Section 2 of the June 25, 1964 National Agreement is increased from \$1.50 to \$2.00, and an additional \$2.00 meal allowance will be provided after being held an additional 8 hours.

ARTICLE XIII - PROTECTION OF EMPLOYEES

The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers' employees represented by the United Transportation Union who are adversely affected by the application of Article VII - Interchange, Article IX - Road-Yard Movements, and Article XII - Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

Section 1. Definitions.

Wherever used in this Article, unless the context requires otherwise:

- (a) "Implementation" means the application and implementation of the provisions of Article VII - Interchange, Article IX - Road-Yard Movements, or Article XII - Interdivisional Service of this Agreement.
- (b) "Displaced Employee" means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.
- (c) "Dismissed Employee" means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition of his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.
- (d) "Protective Period" for employees covered by Section 2(a) of this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of time which such employee has seniority in the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.
- (e) "Protective Period" for employees covered by Section 2(b) of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

Section 2. Coverage.

(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

- (1) Employees adversely affected directly or indirectly by an Implementation of Article XII - Interdivisional Service.
- (2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their time in interchange work who are adversely affected as a result of an Implementation of the reciprocal interchange provisions of Section 5 of Article VII - Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)
- (3) Regularly assigned employees assigned to interchange or transfer crews adversely affected by the interchange of solid trains provision under Section 1 of Article VII - Interchange.
- (4) Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII - Interchange.

(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX - Road-Yard Movements.

(c) The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a)(4) of this Section and the foregoing.

Section 3. Displacement Allowance.

(a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above "total compensation" and the "total time for which he was paid" shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have been entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month in excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

Section 4. Dismissal Allowances.

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowance paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so reemployed. During the time of such reemployment, he shall be entitled to protection in accordance with the provisions of Section 3.

(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.

(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

Section 5. Separation Allowance. A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

Section 6. Fringe Benefits. No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 7. Seasonal Fluctuations and Declines in Business.

(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

Section 8. Arbitration of Disputes.

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article within 20 days after the dispute arises, it may be referred by either party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

Section 9. Any Displaced Employee required to change his residence because of the Implementation of Article XII - Interdivisional Service shall receive the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of "two working days" as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of \$400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

Section 10. 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, conditions, responsibilities and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.

SIGNED AT WASHINGTON, D. C., THIS 27TH DAY OF JANUARY, 1972.

Signatures not reproduced.

NOTE: The following is only a partial reproduction of the August 25, 1978 National Agreement

ARTICLE VI - EXPENSES AWAY FROM HOME

Effective October 1, 1978, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, by Article XI, Section 2, of the January 27, 1972 National Agreement, is increased from \$2.00 to \$2.75.

ARTICLE IX - ENTRY RATES

Section 1 - Service First 12-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service when working in a capacity other than conductor (foreman), footboard yardmaster, yardmaster, car retarder operator or engineer:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered, exclusive of arbitraries and/or special allowances which shall be paid at the full amount.

(b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.

(c) Train service employees who transfer to the fireman craft will be paid at established rates after completion of a total of twelve (12) months' combined service, in both crafts.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

Section 2 - Preservation of Lower Rates

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. If such agreements provide for payment at the lower rate for less than the first twelve (12) months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

This Article shall become effective fifteen (15) days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE X - ROAD-YARD MOVEMENTS

Article IX, Section 1 of the Agreement of January 27, 1972 is amended to read as follows:

Section 1 - Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc: one straight pick up at another location in the initial terminal (in addition to picking up train) and one straight set out at another location in the final terminal (in addition to yarding the train); one straight pick up and/or set out at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train it is not required that any track be filled to capacity; and exchange engine of its own train.

Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

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This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE XI - COMBINATION ROAD-YARD SERVICE ZONES

Section 1 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

(a) Road-Yard Service Zones for industrial switching purposes are limited to a distance not to exceed ten (10) miles, or the entrance switch to the last industry, whichever is the lesser. The distances referred to herein are to be computed from the switching limits existing on the date of this agreement, except where the parties on individual properties may agree otherwise.

(b) Within Road-Yard Service Zones, yard crews may be used only to meet customer service requirements for the delivery, switching, or pick up of cars which were not available or ready for handling by the road crew or crews normally performing the service or which are required to be expedited for movement into the yard before arrival of said road crew or crews. Yard crews may be used to perform such service without any additional compensation and without penalty payments to road crews.

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

(c) The use of yard crews in Road-Yard Service Zones established under this Article may not be used to reduce or eliminate road crew assignments working within such zones.

(d) Nothing in this Section 1 is intended to impose restrictions with respect to any operation where restrictions did not exist prior to the date of this agreement.

Section 2 - At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of switching limits under the following conditions:

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

(b) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard 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.

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

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

Section 3 - Time consumed by yard crews in Road-Yard Service Zones established under this Article will not be subject to equalization as between road and yard service crews and/or employees.

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This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE XII - 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.