

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^{per month} 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 ~~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. Mendenhall
General Chairman

A. K. Conny
Director of Labor Relations