

ARBITRATION BOARD NO. 525

Case No. 1
Award No. 1

Parties to dispute:

United Transportation Union

and

Union Pacific Railroad

Question at issue:

Do the terms and conditions set forth in the Carrier's May 20, 1991, proposal for Interdivisional Service between Cheyenne, Wyoming, and Green River, Wyoming, meet the standards set forth in Article IX of the October 31, 1985, UTU National Agreement?

Opinion of Board:

The Carrier served the appropriate notices, and the parties met to negotiate the questions pertinent to establishing the interdivisional service in question.

After the negotiations, the Carrier offered, under date of July 24, 1992, a proposal incorporating many of the resolutions reached in negotiation.

The proposal was turned down by the local union committees, and it was not distributed to the membership for ratification. The Carrier then withdrew its July offer and announced that in arbitration the original proposal would be put forward.

Thus, this Board was faced with the sole question of whether the original proposal of the Carrier met or exceeded the requirements of Article IX of the October 31, 1985, UTU National Agreement.

During the hearing, however, the Carrier agreed to again place the proposal of July 24, 1992, before the Board, and it was accepted.

Upon review, this Board finds that the proposal does meet the requirements of the 1985 Agreement.

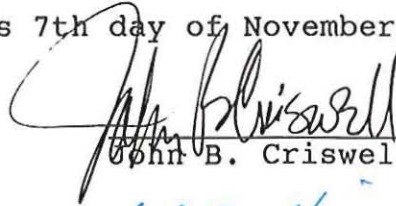
Answer:

The July 24, 1992, proposal of the Carrier on this issue does meet the standards set forth in Article IX of the October 31, 1985, UTU National Agreement. It is, thus, applied and made effective.

Award:

Issue settled according to Opinion and Answer.

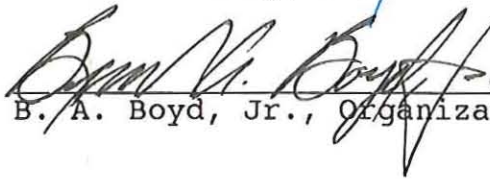
Dated this 7th day of November, 1992, at Omaha NE.



John B. Criswell, Neutral Member



W. S. Hinckley, Carrier Member



B. A. Boyd, Jr., Organization Member

cc: G L Hall
J G Schmechel
K S Tuma
E G Willoughby
T C Howe
R J Gerber
K W Simkins
12-1-92

T Jones
12-29-92

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MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION (CE&T)

INTERDIVISIONAL SERVICE: CHEYENNE/GREEN RIVER

Pursuant to Article IX, "INTERDIVISIONAL SERVICE," of the October 31, 1985 UTU National Agreement, the parties have agreed to establish pool freight service between Cheyenne, Wyoming and Green River, Wyoming, subject to the following:

CONDITIONS

Section 1. Cheyenne Home Terminal. Cheyenne, Wyoming shall be the Home Terminal for employees working in the Interdivisional Service created by this Agreement.

Section 2. Miles of Run. Crews working in this Interdivisional Service will be allowed 310 miles.

NOTE 1: Mile Pole 510.80 at Cheyenne will function as the arrival and departure point at that location.

NOTE 2: Mile Pole 814.7 at Green River will function as the arrival and departure point at that location.

Section 3. Rate of Pay. The provisions of the PEB 219 National Implementing Agreement shall apply.

Section 4. Overtime. Overtime for employees hired prior to October 31, 1985, shall begin after twelve (12) hours on duty in this interdivisional service unless the crew operating a train does not reach Rawlins, from either direction, due to the Hours of Service Act. A crew not reaching Rawlins will begin overtime after ten (10) hours.

When overtime, initial terminal delay and final terminal delay accrue on the same trip, allowance will be the combined initial and final terminal delay time or overtime, whichever is greater.

Overtime for employees hired subsequent to October 31, 1985, shall be paid in accordance with the PEB 219 National Implementing Agreement.

Section 5. Transportation. Transportation will be provided in accordance with Section (2)(c) of Article IX of the October 31, 1985, National Agreement.

Section 6. Meal Allowance and Eating Enroute. Meal allowances will be governed by Article VI of the PEB 219 Implementing Agreement and eating enroute will be governed by Section (2)(e) of Article IX of the October 31, 1985 National Agreement.

Section 7. Suitable Lodging. Suitable lodging will be provided by the Carrier in accordance with Section 1 of Article II of the June 25, 1964 National Agreement as described in Section 3 of the May 22, 1972 Memorandum of Understanding which permits the use of the Green River Clubhouse.

Section 8. Employee Protection. In lieu of all benefits that may be provided by Section 7 of Article IX of the October 31, 1985 National Agreement, to any employee, the following shall apply:

(a) All Seventh District employees who live in excess of 30 miles from Cheyenne and who are assigned by application or forced to initial positions, regular or extra, at Cheyenne shall be entitled to either:

(i) a lump sum of \$32,500.00 if on June 1, 1992, the employee owns his/her own house or is under contract to purchase his/her home; or

(ii) a lump sum of \$10,000.00 if on June 1, 1992, the employee does not own a home or is not under contract to purchase a home.

(b) Should the number of pool turns or extra board positions available to Seventh District employees at Cheyenne increase above the implementation number during a one-year period beginning with the implementation date of this service, the senior applicant or employee forced to the position shall be entitled to the provisions of (a) above.

(c) If an employee who received an allowance under (a) or (b) above and is unable to hold any working position in Cheyenne or place on any reserve board within three years after changing his point of employment and elects to move his place of residence back to his original point of employment (Rawlins), they shall be entitled to the benefits of Section

10(a) of the Washington Job Agreement, except that they will be allowed five (5) working days instead of two (2) and shall receive a transfer allowance of \$400.00.

(d) Except to the extent provided in (a), (b) and (c) above, changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section.

(e) Employees who are granted a lump sum in accordance with this Section 8 shall be required to hold a working position in Cheyenne, seniority permitting, for a period of three years from the date they are assigned to a position in Cheyenne. If unable to hold a working position, they must place on a reserve board, seniority permitting, prior to displacing a working position within Zone 200. If forces at Cheyenne are again increased, these employees will be placed on the vacancies prior to allowing or forcing non "lump-sum" employees to the Cheyenne vacancies.

(f) There shall be no duplication of benefits as a result of working in a different craft nor shall an employee be entitled to more than one payment under (a) or (b) above or one payment under (c) above.

(g) Seventh District Conductors who bid in the Interdivisional Service (including the extra board) between Cheyenne and Green River, will be required to remain in that service for a period of three (3) years, seniority permitting, and cannot be displaced from this service unless it would result in a senior employee being furloughed.

Section 9. Pick Ups and Set Outs Enroute. It is recognized that crews working in this Interdivisional Service may be required to make pick ups and set outs during their tour of duty. If Conductor-only, they shall be in accordance with the provisions of the Modified Crew Consist Agreement effective February 1, 1992.

Section 10. Extra Boards.

(a) The existing Fifth/Sixth District Guaranteed Extra Board shall continue to protect all Fifth/Sixth District work including any Hours of Service relief that is needed for trains manned by Seventh District Conductors that expire under the Hours of Service east of Rawlins. This does not prevent the use of pool crews in combination service from performing this service.

(b) A new Seventh District Guaranteed Extra Board shall be established at Cheyenne to protect Seventh District

Cheyenne vacancies. The standard extra board agreement shall apply.

(c) When all positions on the Seventh District Guaranteed Extra Board at Cheyenne are filled by Zone 200 only employees, the positions will be transferred to the Fifth/Sixth District Extra Board. If the positions go no bid, they will then be transferred to the Fifth/Sixth District Guaranteed Extra Board. The Seventh District Guaranteed Extra Board will be reestablished when a prior rights Seventh District employee bids or places on the extra board.

(d) Should the Seventh District Extra Board be exhausted and a Seventh District vacancy exists, the Fifth/Sixth District Extra Board will be used prior to using other employees or dropping the turn.

(e) At 12 Noon of each day, the first-out employee on the Seventh District Extra Board at Cheyenne who has been available for the preceding 24 hours but has not been called will be placed at the foot of the extra board.

Section 11. Apportionment of Work.

(a) Initially, prior rights Fifth/Sixth District employees will be entitled to 57% of the work covered by this Agreement and prior rights Seventh District employees will be entitled to 43% of the work covered by this Agreement.

(b) Should prior right Seventh District employees not make application for all vacancies, then the vacancies shall be available first to Fifth/Sixth District employees and then to employees exercising Zone 200 seniority. Fifth/Sixth District employees may be forced back to Fifth/Sixth District vacancies that go no bid and Seventh District employees may be forced to their vacancies if unable to be filled from other sources.

(c) If Fifth/Sixth District employees bid in the Seventh District vacancy, then one reserve board spot will be temporarily transferred to the Seventh District for each vacancy so filled. If Seventh District employees displace Thirteenth District employees as a result of this coordination, then one Seventh District reserve board spot shall be temporarily transferred to the Thirteenth District for each displacement. The temporary transfer shall return to the original seniority district when the employee returns to their original district.

Section 12. Equalization of Work. Equalization of crews shall reflect the appropriate percentages between Fifth/Sixth and Seventh Districts' prior rights employees. Crews shall be run first-in/first-out as one pool.

Section 13. Mileage Regulations. Mileage shall be regulated in accordance with the current work rule agreement.

Section 14. Tie-ups enroute.

(a) Except in case of wrecks, floods, washouts and storms, employes will not be tied up enroute under the Hours of Service Act and held at such intermediate point and then required to resume their trip after obtaining legal rest.

(b) Except in (a) above when tied up on line of road, crews in this service will be deadheaded to their objective terminal immediately after being tied up. If the relief crew or transportation does not arrive within one hour of the time tied up, a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

Section 15. Effective Date. The Carrier shall give the General Chairman ten (10) days' written notice of its desire to implement this Agreement.

Section 16. Conflict of Agreements. Nothing in this Agreement shall be construed as modifying or amending any of the provisions of any labor agreement including current Interdivisional Run agreements between the Company and the Organization, except as specifically provided herein.

Signed at Omaha, Nebraska, this ____ day of _____, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

G. A. Eickmann
General Chairman, UTU(CE&T)

W. S. Hinckley
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



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Side Letter No. _____

MR G A EICKMANN
GENERAL CHAIRMAN UTU(CE&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to Section 8 of the Cheyenne-Green River Inter-divisional Agreement. It was agreed in conference that specific instructions would be prepared to assist employes in applying for the lump sums. The proper procedures are as follows:

- (1) The attached form must be used.
- (2) The employe must attach documents supporting their claim that they qualify for the \$32,500. Documents may include deeds, mortgage papers, tax records, etc. Documents must be for the home they use as their residence, not rental property.

Yours truly,

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

General Chairman, UTU-CE&T

Att.

AGT050.WSH(6)

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



July 24, 1992

Side Letter No. _____

140.80-10

MR G A EICKMANN
GENERAL CHAIRMAN UTU(CE&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to our discussions concerning the Green River Clubhouse. Both parties have expressed their views on this subject and they need not be reiterated again in this letter.

In an effort to provide employe input into monitoring lodging conditions and reviewing those conditions on an ongoing basis it was agreed that a committee would be formed involving an employe from each craft and from the Superintendent's office. The role of the committee will be to review complaints and make suggestions in improving problem areas should they arise.

Should you be agreeable to the above, please sign below, indicating your acceptance.

Yours truly,

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGREED:

General Chairman, UTU(CE&T)

UNION PACIFIC RAILROAD COMPANY

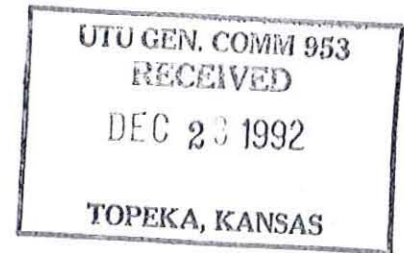
1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



December 21, 1992

File: 920-30

MR G A EICKMANN
GENERAL CHAIRMAN UTU(CE&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614



Dear Sir:

Attached please find one fully signed original letter agreement covering pre-October 31, 1985 Firemen in connection with the Cheyenne-Green River ID agreement.

Yours truly, .

A handwritten signature in blue ink, appearing to read "W. S. Hinckley".

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

Att.

cc: E G Willoughby
T Jones
12-29-92

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



November 24, 1992

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MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614

Dear Sir:

This refers to Arbitration Board 525 Award No. 1 concerning Interdivisional Service between Cheyenne and Green River.

During the negotiation process, the UTU-E Committee merged with the UTU-C&T Committee and your office now represents the combined UTU-CE&T Committees. There are currently no pre-October 31, 1985 Firemen working on either the Fifth or Sixth Engineman's Seniority District; however, the question was raised as to what conditions would apply should a Fireman become available in this area.

It was agreed that the terms and conditions of Arbitration Board 525 Award No. 1 dated November 7, 1992, would be applicable with the following understandings:

(1) There shall be no duplication of benefits as a result of working as a Fireman.

(2) Pre-October 31, 1985 Enginemen home terminated in Cheyenne will be permitted to mark up as Fireman in the ID pool in accordance with existing rules if unable to hold any Engineer or must-fill Firemen (Hostler) positions.

(3) Pre-October 31, 1985 Enginemen home terminated in Rawlins will be permitted to mark up as a Fireman in the Rawlins-Green River pool or Cheyenne-Green River ID pool in accordance with existing rules if unable to hold any Engineer or must-fill Fireman (Hostler) positions. Marking up in the Cheyenne-Green River ID pool will be considered a seniority move and the terms and conditions of Section 8 will not apply.

I CONCUR:

A handwritten signature in dark ink, appearing to read "G.A. Eickmann".
General Chairman, UTU-CE&T

Yours truly, ,

A handwritten signature in dark ink, appearing to read "W.S. Hinckley".

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

AGT077.WSH(3)

UNION PACIFIC RAILROAD COMPANY

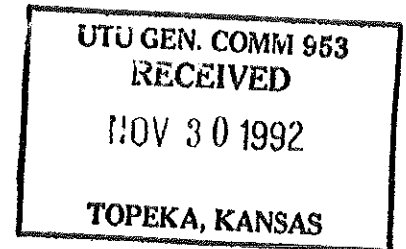
1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



November 24, 1992

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MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614



Dear Sir:

This refers to Arbitration Board 525 Award No. 1 concerning Interdivisional Service between Cheyenne and Green River. In discussing the forthcoming implementation of the service, it was decided that it would be beneficial to reduce to writing the process to be used for the information of all employees involved.

The following implementing conditions are thus agreed to:

(1) On implementation a Seventh District pool and a Fifth/Sixth District pool will be established to provide a means for familiarization of Conductors over the entire ID run.

(2) A Conductor from each source will be called to man each train with the respective Conductor operating as a pilot over their prior right territory for the other Conductor.

(3) When Conductors have completed familiarization trips(s) (as determined by local management), they then shall be placed on the regular ID pool.

(4) The apportionment of work formula is waived during the familiarization period. Upon familiarization of all Conductors making successful application for the pool, then the proper percentages shall apply.

(5) The Carrier will put up a notice for application at Rawlins (Seventh District) for a minimum of six Conductors and a similar number from the Fifth/Sixth District for the initial familiarization pool. Additional notices will be posted as the process continues until the number equals the size that traffic conditions warrant in accordance with Section 13 Mileage Regulations.

Mr. G. A. Eickmann
November 24, 1992
Page Two
Files: 920.30
140.80-5

(6) Conductors in the regular ID pool will also be used to familiarize Fifth/Sixth District Extra Board employees.

(7) The Carrier will provide lodging at Cheyenne for a maximum of 30 consecutive days for Seventh District Conductors to assist in familiarization trips and in relocation.

(8) Relocation requests should be turned in to Manager Labor Relations F. A. Tamisiea, Room 330, 1416 Dodge Street, Omaha, Nebraska 68179, after completion of the first familiarization trip. Homeowners will be required to furnish a copy of a deed with original notary public signature or purchase and sale agreement if no deed conveyed.

(9) The letter shall constitute proper notice of implementation and the first notice for application may be posted December 1, 1992, for assignment effective on or after December 7, 1992. Subsequent notices shall be posted for a minimum of seven (7) days.

Yours truly,

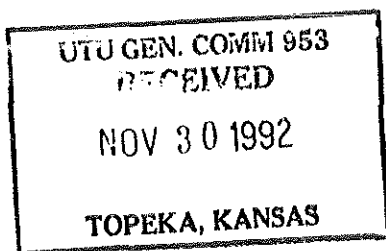


W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

I CONCUR:



General chairman UTU-CE&T



UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323

November 24, 1992

Arbitration Board 525

MR JOHN B CRISWELL
ARBITRATOR
RR #1 BOX 118
STIGLER OK 74462

Dear Sir:

This refers to the Award issued pursuant to Arbitration Board No. 525, Case No. 1.

This letter is to confirm our joint understanding that you agreed to retain jurisdiction over the Interdivisional Service terms and conditions as outlined in the July 24, 1992, proposal should a question arise concerning those terms and conditions.

Yours truly,

W. S. HINCKLEY
DIRECTOR - LABOR RELATIONS

MR B A BOYD JR. ^{WSH}
VICE PRESIDENT UTU

CC: MR G A EICKMANN
GENERAL CHAIRMAN UTU(C&T)
2933 WOODSIDE DRIVE F
TOPEKA KS 66614