

**MEMORANDUM OF**

**AGREEMENT**

**#2308019448**

between the

**UNION PACIFIC RAILROAD COMPANY**

for the territory

**EASTERN DISTRICT - SENIORITY ZONE 100**

and the

**UNITED TRANSPORTATION UNION (C,E&T)**

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**INTERDIVISIONAL SERVICE: FREMONT/NORTH PLATTE**

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Pursuant to Article IX, "*INTERDIVISIONAL SERVICE*," of the October 31, 1985 UTU National Agreement, the parties have agreed to establish pool freight service between Fremont, Nebraska, and North Platte, Nebraska, subject to the following:

**CONDITIONS**

Section 1. Fremont Home Terminal. Fremont, Nebraska, shall be the home terminal for First Seniority District employees working in the Interdivisional Service created by this Agreement. North Platte, Nebraska, shall be their away-from-home terminal.

Section 2. North Platte Home Terminal. North Platte, Nebraska, shall be the home terminal for Second Seniority District employees working in the Interdivisional service created by this Agreement. Fremont, Nebraska, shall be their away-from-home terminal.

Section 3. Miles of Run. Crews working in this Interdivisional Service will be allowed 244 miles eastbound and 247 miles westbound for a complete trip from terminal to terminal, except as provided in Section (5) below. Crews delivering complete trains to the Chicago and Northwestern on their trackage will be allowed five (5) additional miles.

NOTE 1: Mile Post 39 at Fremont will function as the arrival and departure point at that terminal.

Section 4. Employee Protection. In lieu of all benefits that may be provided in Section 7 of Article IX of the October 31, 1985 National Agreement, to any employee, the following is agreed to:

(a) Employees working in this ID service shall be allowed mileage for trips worked as follows:

September 14, 1992 to September 13, 1993 - 283 miles  
September 14, 1993 to September 13, 1994 - 270 miles  
September 14, 1994 to September 13, 1995 - 255 miles  
September 14, 1995 and thereafter - 244/247 miles

Section 5. Rate of Pay. The provisions of the current UTU National Agreement shall apply.

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

Section 7. Transportation. Transportation will be provided in accordance with Section (2)(c) of Article IX of the October 31, 1985, National Agreement.

Section 8. Meal Allowance and Eating Enroute. Meal allowances and eating enroute will be governed by the current UTU National Agreement Sections applicable to each provision.

Section 9. Suitable Lodging. Suitable lodging will be provided by the Carrier in accordance with Section 1 of Article II of the June 25, 1964 National Agreement.

Section 10. Calls. At Fremont, First District employees will be called as nearly as possible two (2) hours before time required to report for duty if requested by the employee and he/she lives in excess of 30 miles from Fremont.

Section 11. Pick Ups and Set Outs Enroute. It is recognized that crews working in the North Platte/Fremont Interdivisional Service may be required to make pick-ups and set-outs during their tour of duty. If Conductor-only, then the provisions of the Modified Crew Consist Agreement effective February 1, 1992, shall apply.

Section 12. Extra Boards. Extra Boards will protect all vacancies on their respective districts.

Section 13. Equalization of Work - Apportionment. 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 except, during the mileage attrition formula of Section 5, the equalization shall be as follows:

	<u>North Platte</u>	<u>Fremont</u>
September 14, 1992 to September 13, 1993	50	50
September 14, 1993 to September 13, 1994	52	48
September 14, 1994 to September 13, 1995	54	46
September 14, 1995 and thereafter	56	44

Section 14. Equalization of Work - Equalization. Equalization of crews shall reflect the appropriate percentages between the First Seniority District pool and the Second Seniority District pool. The balancing of the appropriate percentages will be accomplished in accordance with Side Letter No. 1 to this Agreement.

Section 15. Mileage Regulation. Pool freight crews working in this Interdivisional Service will be governed by the regulating factors of the current work rules agreement.

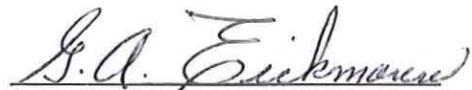
Section 16. Inclement Weather. During severe weather conditions, the Carrier will permit First District crews to use Carrier provided lodging at Fremont. In addition, if roads are impassable, the Carrier may run a rail shuttle to Fremont. Should the Carrier run a rail shuttle, it will permit employees to report to Council Bluffs to ride the shuttle. No additional miles will be allowed due to this Section.

Section 17. Effective Date. The Carrier shall give the General Chairman ten (10) days' written notice of its desire to implement this Agreement.

Section 18. Conflict of Agreements. Nothing in this Agreement shall be construed as modifying or amending any of the provisions of any labor agreement including current Interdivisional Run agreements between the Company and the Organization, except as specifically provided herein.

Signed at Omaha, Nebraska, this 7<sup>th</sup> day of October, 1994.

**FOR THE ORGANIZATION:**



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

**FOR THE CARRIER:**



A. T. Olin  
Director-Labor Relations



L. A. Lambert  
General Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179-0001  
(402) 271-3796



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Side Letter #1

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

Dear Sir:

This refers to Section 15 Equalization of Work - Equalization of the Fremont - North Platte Interdivisional Service Agreement. During negotiations the issue of equalization in a timely manner was discussed. The problems associated with double headed pools were thoroughly discussed and the parties agreed to work on the equalization issue as follows:

(1) Subsequent to the effective date of this Agreement, an equalization committee will be formed with the General Chairman selecting one representative from the First Seniority District and one from the Second Seniority District, the CMS Director selecting one representative, and the Director Labor Relations selecting one representative.

(2) The Committee will evaluate the Fremont-North Platte service and will propose a method(s) to equalize the work between the two seniority districts. The Committee shall have authority to implement temporary proposals.

(3) Should the Committee be unable to agree on a proposal, then the Organization and the Carrier shall have within sixty (60) days thereafter to develop their proposal. The proposals shall not result in additional cost to the Carrier and no claims or grievances may be filed or progressed as a result of the proposals being implemented.

(4) The Organization shall implement their proposal first for a period of 120 days. The Carrier shall then implement their proposal for the next period of 120 days. At the end of the second 120 day period the Committee, General Chairman and Director shall review the two operations and vote to select one of them. If neither proposal receives a majority vote, then the proposals shall be placed before an arbitrator with the arbitrator directed to select one of them.

Mr. G. A. Eickmann  
Side Letter #1  
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(5) During time when neither proposal or a joint proposal is in force, equalization shall be accomplished in accordance with current practices.


Should this properly reflect our understanding, please sign below.

Yours truly,



L. A. Lambert  
General Director-Labor Relations

**I CONCUR:**

  
General Chairman, UTU-C,E&T

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Side Letter #2

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

Dear Sir:

This refers to the Interdivisional Service Agreement governing service between North Platte and Fremont. During negotiations you expressed concern that employes in this service would be used by the Carrier to handle trains beyond Fremont eastward into Council Bluffs and that Council Bluffs crews would handle trains usually handled by Fremont crews making proper lineups difficult to maintain.

This is to confirm our understanding that crews will be used as follows:

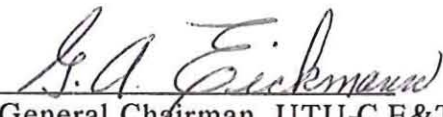
1. Fremont-North Platte crews will not be used to handle trains into Council Bluffs.
2. The work of picking up and setting out enroute is not reserved to either pool (Fremont or Council Bluffs/North Platte) except as provided in (3) below.
3. Run through trains to or from the CNW at Fremont will be manned by Fremont-North Platte crews.

NOTE: This does not preclude the pick up/set out of cars or cuts of cars at Fremont by Council Bluffs-North Platte crews.

Should this properly reflect our understanding, please sign below.

Yours truly,

I CONCUR:

  
General Chairman, UTU-C,E&T

  
L. A Lambert  
General Director-Labor Relations