

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS
EASTERN DISTRICT

J. E. TRUMMER
DIRECTOR OF LABOR RELATIONS
R. D. MEREDITH
ASSISTANT DIRECTOR OF LABOR RELATIONS
R. S. ZIOLA
ASSISTANT DIRECTOR OF LABOR RELATIONS



1416 DODGE STREET
OMAHA, NEBRASKA 68179

August 20, 1981

E-013-23-4-IR

Mr. F. A. Garges
General Chairman, UTU (C) & (T)
Room 204, 120 N. 69th St.
Omaha, Nebraska 68132

Dear Sir:

This has reference to your letter dated July 17, 1981, requesting an increase in the driving allowance for eligible employees who work in Salt Lake-Green River and Salt Lake-Rawlins I.D. service.

It is agreed that the \$5.00 allowance provided in Section 1(a) of the Memorandums of Understanding dated November 29, 1972 and the \$8.00 allowance provided in Section 1(a) of the Memorandum of Understanding dated November 4, 1977, are changed to \$10.00. The \$2.50 allowance provided in Section 2 of the November 4, 1977 Understanding is changed to \$3.50. The changes are effective June 1, 1981.

Yours truly,

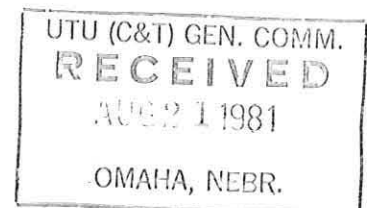
ACCEPTED:

General Chairman, UTU (C) & (T)

Copy to:
B. W. Beech
G. T. Xanos

Original returned to JET

on August 21, 1981



November 4, 1977

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.

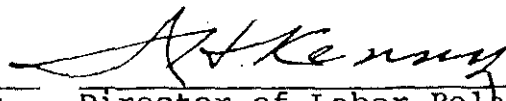
* * * *

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

294

This Agreement made and entered into this 28th 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 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 II

RETIREMENT 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 employe 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 employes 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 employe 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 employe 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 employe 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 employe except at the option of the eligible employe 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 employe 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 employee 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 employee 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 employee for such loss. The reimbursement provided for in this Section 2 shall be applied on a pro rated basis to an employee 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 employees from the seniority district over which such non-interdivisional service operates. Employees 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 employee 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 employee 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 employees are concerned.

Section 2. An employee in this interdivisional service having time to work under the Hours of Service Act will not be required to exchange trains with an employee who is on short time under the Hours of Service Act. In the event of non-compliance with this Section 2 the employees 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 employees 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.

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.

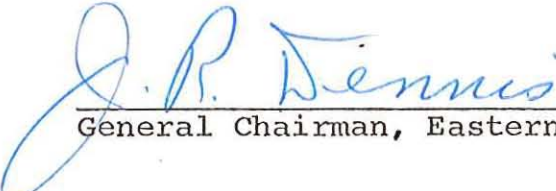
PART VIII

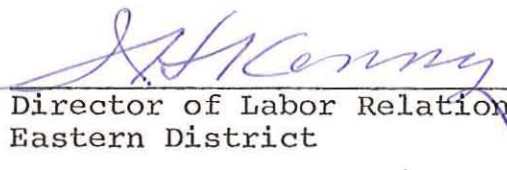
This agreement shall become effective November ²⁹8, 1972 and will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Dated at ~~Salt Lake City, Utah~~ ^{Denver, Colo.} this ^{29th}8th day of November, 1972.

UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY


General Chairman, Eastern District


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
29, 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 28, 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 28, 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 28, 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.

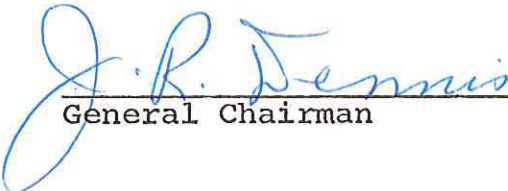
Section 2. The receipt of benefits under this agreement shall constitute a waiver of any right of such employe to claim or receive the same or any similar benefits under any other agreement to which the Union Pacific is a party.

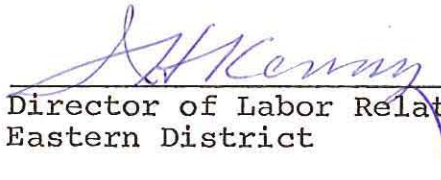
Section 3. This agreement shall become effective November ~~19~~²⁹, 1972 and will remain in full force and effect until changed in accordance with the Railway Labor Act, as amended.

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

UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY


General Chairman


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 ~~18~~²⁹, 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 ~~18~~²⁹, 1972 will apply to Ogden-Green River brakemen engaged in pool freight service between Ogden and Green River:

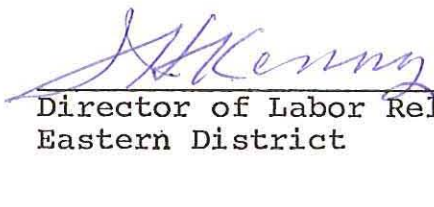
1. PART I, Section 2
2. PART V, Section 1
3. PART V, Section 2

Dated at ~~Salt Lake City, Utah~~ ^{Denver, Colo} this ~~18~~²⁹ day of November, 1972.

UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY


General Chairman


Director of Labor Relations
Eastern 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, Interseniarity District, Intradivisional and/or Intraseniarity 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 employes as specified in Part I, Section 2 of this Agreement.

PART III

EXTRA SERVICE

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

Section 2. Vacancies accruing to Eastern District employes at Green River in Salt Lake City-Green River interdivisional service will be manned by Eastern District employes. Vacancies accruing to South Central District employes at Green River in Salt Lake City-Green River interdivisional service will be manned by South Central District employes. 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 employes 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.

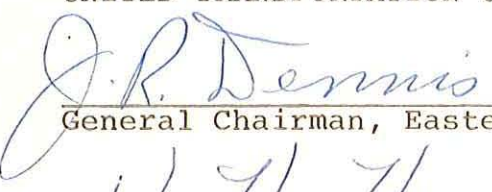
PART IX

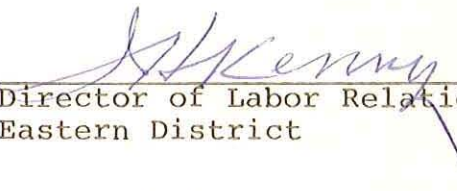
This agreement shall become effective November 28, 1972 and will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act, as amended.


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

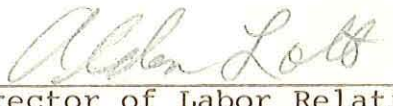
UNITED TRANSPORTATION UNION (T)

UNION PACIFIC RAILROAD COMPANY


General Chairman, Eastern Dist.


Director of Labor Relations,
Eastern District


General Chairman, South-Central
District

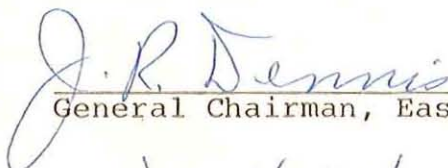

Director of Labor Relations
South Central District


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.

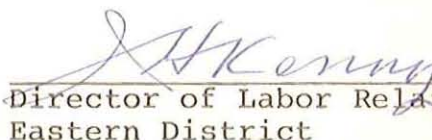
Dated at Denver, Colorado, this 28th day of November, 1972.

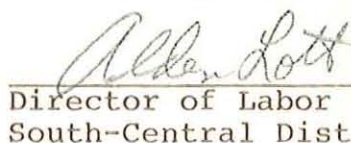
UNITED TRANSPORTATION UNION (T)


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