

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PART I

DISCONTINUANCE OF EVANSTON, WYOMING
AS A FREIGHT DISTRICT TERMINAL

Section 1. Subject to the conditions hereinafter set forth, Evanston, Wyoming shall be discontinued as a freight district terminal for engineers engaged in pool freight and unassigned freight service and thereupon Ogden, Utah shall become the home terminal and Green River, Wyoming the away from home terminal for engineers working in pool freight or unassigned freight service between Ogden, Utah and Green River, Wyoming except that Evanston, Wyoming shall continue to be the home terminal for certain engineers listed on "Attachment A" hereof who elect under Option 1, Section 1, of Part III of this Agreement to work in pool freight or unassigned freight service between Evanston, Wyoming and Ogden, Utah or between Evanston, Wyoming and Green River, Wyoming.

Section 2. All provisions of the Agreement between the Union Pacific and BLE which directly or by reference provide or imply that Evanston, Wyoming shall be a freight district terminal for engineers, except for those certain engineers listed on "Attachment A" hereof, who elect Option 1 under Section 1 of Part III of this Agreement, are hereby terminated and annulled.

PART II

RETENTION OF EVANSTON, WYOMING
AS AN INTERIM PASSENGER DISTRICT TERMINAL

Evanston, Wyoming shall continue as a district terminal for engineers in regular and extra passenger service except that passenger assignments of engineers on the Seventh Seniority District-Eastern District will, on and after the effective date of this Agreement, be reviewed by the Superintendent and Local Chairman of the BLE at the end of each 90-day period, or at more frequent intervals if necessary, and the District Terminal for such assignments will be adjusted from time to time as agreed to by the Superintendent and Local Chairman.

PART III

EMPLOYEES' OPTIONS SELECTION OF HOME TERMINAL AND PLACE OF RESIDENCE

Section 1. At any time within 90 days from January 1, 1971, engineers whose names appear on "Attachment A" hereof and who are in active service of the Company as of December 31, 1970, may elect one of the following three Options:

- Option 1. Retain Evanston, Wyoming as their place of residence and district home terminal.
- Option 2. Retain Evanston, Wyoming as their place of residence and establish Ogden, Utah as their district home terminal.
- Option 3. Establish Ogden, Utah as their place of residence and district home terminal.

Section 2. Notice of the option elected must be given in writing by the engineer to the Director of Labor Relations-Eastern District and the General Chairman of BLE not later than March 31, 1971. Designation of residence and operation out of the district home terminals chosen as a result of the election of options under Section 1, Part III, of this Agreement, shall take effect April 16, 1971. However, this will not prohibit the Company from discussing property settlements or other alternative benefits referred to in Parts VI, VIII and IX, with an engineer prior to the effective date of options under this Agreement.

Section 3. The options elected under Section, Part III, of this Agreement, may not be changed except by agreement between the Director of Labor Relations-Eastern District and the General Chairman of the BLE.

Section 4. Except as provided in Section 5, Part III, of this Agreement, the election of options under this Agreement may not be exercised later than March 31, 1971, except by agreement between the Director of Labor Relations-Eastern District and the General Chairman of the BLE.

Section 5. Engineers listed on "Attachment A" hereof who are unable to make the election set forth in Section 1, Part III, of this Agreement on or before March 31, 1971, because of disability, discipline, leave of absence, promotion to official positions with the Company or full time assignment as a representative of the BLE or UTU-E, may, within sixty (60) days after his return to service as engineer, elect one of the three options as provided for in Section 1, Part III of this Agreement.

Section 6. An engineer listed on "Attachment A" here who does not elect one of the options under Section 1 or Section 5, Part III of this Agreement, within the time specified, will be considered as having selected Evanston, Wyoming as his district home terminal and his permanent place of residence for the purpose of applying this

Agreement, unless otherwise agreed to by the Director of Labor Relations and the General Chairman of the BLE.

PART IV

BASIS OF PAY - FREIGHT SERVICE

Section 1. Engineers whose names appear on the roster of engineers and firemen on the Seventh Seniority District-Eastern District as of May 31, 1969, except those who elect Option 1 under Section 1 of Part III of this Agreement, will be paid 200 miles at the applicable basic daily freight rate for trips in pool freight service between Ogden, Utah and Green River, Wyoming; and for deadheading between Ogden, Utah and Green River, Wyoming on freight trains will be paid 200 miles at the applicable basic deadhead rate.

Section 2. Engineers who enter the service of the Company on and after June 1, 1969 on the Seventh Seniority District-Eastern District will be paid 200 miles for trips in pool freight service between Ogden, Utah and Green River, Wyoming, with the first 100 miles to be paid for at the applicable basic daily freight rate, and for miles in excess of 100 at the applicable mileage freight rate paid for miles in excess of 100; and for deadheading between Ogden, Utah and Green River, Wyoming on freight trains will be paid actual miles, with the first 100 miles at the applicable basic deadhead rate and for miles over 100 at the applicable deadhead mileage rate paid for miles in excess of 100.

PART V

BASIS OF PAY - PASSENGER SERVICE

Section 1. Engineers whose names appear on the roster of engineers and firemen on the Seventh Seniority District-Eastern District as of May 31, 1969, except those who elect Option 1 under Section 1, Part III of this Agreement, will be paid 200 miles at the applicable basic daily passenger rate for trips in passenger service between Ogden, Utah and Green River, Wyoming; and for deadheading between Ogden, Utah and Green River, Wyoming on passenger trains, will be paid 200 miles at the applicable basic deadhead rate.

Section 2. Engineers who enter the service of the Company on and after June 1, 1969 on the Seventh Seniority District-Eastern District, will be paid for trips in passenger service between Ogden, Utah and Green River, Wyoming on the basis of actual miles, with the first 100 miles paid for at the applicable basic daily passenger rate, for miles over 100 at the applicable mileage passenger rate paid for miles in excess of 100; and for deadheading between Ogden, Utah and Green River, Wyoming on passenger trains, will be paid actual miles, with the first 100 miles paid for at the applicable basic deadhead rate, and for miles over 100 at the applicable deadhead mileage rate paid for miles in excess of 100.

PART VI

PROTECTION AGAINST LOSS FROM SALE OF HOMES

Section 1. The following provisions shall apply to engineers listed on "Attachment A" hereof who, on December 31, 1970, own their homes at Evanston, Wyoming and maintain their permanent place of residence at that point, or who are under contract to purchase their homes at Evanston, Wyoming, or who hold an unexpired lease on a dwelling occupied by them as their homes at Evanston, Wyoming and who elect to change their permanent place of residence from Evanston, Wyoming to Ogden, Utah pursuant to Option 3 under Section 1, Part III of this Agreement:

- a. If the engineer owns his home at Evanston, he shall, at his option, be reimbursed by the Carrier for any loss suffered in the sale of his home for less than its fair market value. In each case, the fair market value of the home in question shall be determined as of a date sufficiently prior to the transfer to be unaffected thereby. The Carrier shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other party.
- b. If the engineer is under a contract to purchase his home, the Carrier shall protect him against loss to the extent of the fair market value of any equity he may have in the home and, in addition, shall relieve him from any further obligations under his contract.
- c. If the engineer holds an unexpired lease on a dwelling occupied by him as his home, the Carrier shall protect him from all loss and cost in securing cancellation of said lease.

Section 2.

- a. Should a controversy arise with respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, or any other question in connection with these matters, it shall be decided through joint conference between the General Chairman of the BLE and the Director of Labor Relations - Eastern District and, in the event they are unable to agree, the dispute may be referred by either party to a Board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives of the Employees and the Carrier, 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.

- b. The term "home" as used herein means the single primary place of abode of a locomotive engineer which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

PART VII

MOVING EXPENSES

In addition to the protection against loss from sale of homes provided for in Part VI of this Agreement, it is recognized there will be certain moving expenses and loss of time by an employee electing to move his place of residence from Evanston, Wyoming to Ogden, Utah; therefore, any engineer home owner or engineer who is maintaining a bona fide permanent residence at Evanston, Wyoming who elects to move his place of residence from Evanston, Wyoming to Ogden, Utah pursuant to Option 3 under Section 1, Part III of this Agreement, will be paid the sum of Five Hundred Dollars (\$500.00) and five (5) basic days at the rate of the last service performed.

PART VIII

TRAVEL ALLOWANCE

Section 1. Engineers listed on "Attachment A" hereof elect Option 2 under Section 1 of Part III of this Agreement and for whom, as of December 31, 1970, Evanston, Wyoming is their permanent place of residence and who do not elect to transfer their place of residence to Ogden, Utah and who therefore travel back and forth between Evanston, Wyoming and Ogden, Utah to perform freight and passenger service will be paid a travel allowance in the amount of \$12.50 for each round trip Evanston ton to Ogden and return. For the purpose of applying this Part VIII permanent residences will consist of a single unit dwelling or duplex, trailer or mobile home, owned by the engineer, or a rented domicile, any of which serve as the engineer's permanent place of residence. The allowance provided for in this Part VIII will be paid only so long as the eligible employee continues in service, maintains his permanent residence at Evanston, Wyoming, and does the required traveling for which the allowance is paid.

Section 2. Engineers listed on "Attachment A" hereof, who elect Option 2 under Section 1, Part III of this Agreement, and who, as of December 31, 1970, own their home or are under a contract to purchase a home in Evanston, Wyoming who do not elect to transfer their place of residence to Ogden, Utah, may elect to accept a lump sum payment in an amount equal to sixty-seven percent (67%) of the fair market value

of their home in lieu of the travel allowance provided for in Part VIII, Section 1, hereof. This payment, at the option of the eligible employee, may be paid in two or more annual installments.

Should a controversy arise with respect to the fair market value of the home, it shall be decided through joint conference between the General Chairman of the BLE and the Director of Labor Relations-Eastern District of the Carrier, and in the event they are unable to agree, the dispute may be referred by either party to a Board of three competent real estate appraisers selected in the following manner: One to be selected by the representatives of the Employees and the Carrier, 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 of 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.

PART IX

RETIREMENT ALLOWANCES

Section 1. In order to minimize the number of engineers required to transfer and change residences in the application of this Agreement, engineers listed on "Attachment A" hereof may, at the Carrier's option, be given the opportunity to resign and accept a retirement allowance in lieu of all other benefits provided by this Agreement. The amount of the retirement allowance will be based upon the age of the engineer 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 months' pay
66	8 months' pay
67	6 months' pay
68 and over	4 months' pay

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

For the purpose of this Agreement, the ages and birth dates of engineers will be those shown in the records of the Carrier.

Section 2. The acceptance of the retirement allowance shall be at the option of the eligible engineer 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 engineer 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 Carrier 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 (15) calendar days' advance notice of the date of termination of employment shall be given the engineer offered a retirement allowance.

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

PART X

ENGINEERS RESIDING AT OGDEN

In view of the fact that engineers who maintain their permanent residence at Ogden, Utah have maintained temporary living quarters at Evanston, Wyoming will incur some moving expenses, all such engineers will be allowed a lump sum payment in the amount of Four Hundred Dollars (\$400.00) to cover any necessary moving expenses involved.

PART XI

NO DUPLICATION OF BENEFITS

The making of any election or the acceptance of any benefits under Parts VI, VII, VIII and/or IX of this Agreement by engineers listed on "Attachment A" hereof shall constitute a satisfaction and waiver of the same or similar benefits or election of benefits to which any such employee shall be or may become entitled under any other agreement as the result of a change of home terminal from Evanston, Wyoming to Ogden, Utah. Any employee who has elected or accepted the same or similar benefits provided for under Parts VI, VII, VIII and/or IX of this Agreement under any other agreement shall not be and shall not become entitled to any of the benefits or election of benefits under Parts VI, VII, VIII and/or IX of this Agreement.

PART XII

STANDBY FACILITIES

Engineers on the Seventh Seniority District of the Eastern District who elect Evanston, Wyoming as their place of residence but establish Ogden, Utah as their district home terminal under Option 2 of Section 1, Part III of this Agreement, and travel back and forth between Evanston, Wyoming and Ogden, Utah to perform freight and passenger service in accordance with Part VIII of this Agreement, shall not be entitled to away-from-home expense payments under Article II of the June 25, 1964 National Agreement at either Evanston or Ogden. The Carrier will designate the Ben Lemon Hotel, or any equivalent facility at Ogden, Utah for the use of engineers who are standing by at that point waiting for a call for service or for their use when necessary immediately after completion of service.

PART XIII

ESTABLISHMENT OF THREE FREIGHT POOLS

Section 1. Effective April 16, 1971 three freight pools will be established for engineers on the Seventh Seniority District-Eastern District. One pool will operate between Evanston and Ogden with home terminal at Evanston (hereinafter referred to as the Evanston-Ogden pool); one pool will operate between Evanston and Green River with home terminal at Evanston (hereinafter referred to as the Evanston-Green River pool); and one pool will operate between Ogden and Green River with home terminal at Ogden (hereinafter referred to as the Ogden-Green River pool).

Section 2. The Evanston-Ogden and Evanston-Green River pools will be manned by engineers on the Seventh Seniority District-Eastern District who elect Option 1 under Section 1, Part III of this Agreement. The Ogden-Green River pool will be manned by engineers on the Seventh Seniority District-Eastern District other than those who elect Option 1 under Section 1, Part III of this Agreement.

Section 3. The proportion of work accruing to the different pools will be determined on the basis of the percentage of engineers in the Ogden-Green River pool and the engineers in the Evanston-Ogden and Evanston-Green River pools bears to the total number of engineers assigned in the three pools. Engineers will be called at Ogden from the Ogden-Green River pool and Evanston-Ogden pool in accordance with the ratio determined under this Section 3, Part XIII of this Agreement.

Section 4. The Superintendent and Local Chairman of the BLE will meet periodically for the purpose of making whatever adjustments are necessary to maintain the ratio in the apportionment of work to engineers in the Ogden-Green River, Evanston-Ogden and Evanston-Green River pools.

PART XIV

EXTRA BOARDS

~~Section 1. An extra list of engineers will be maintained at Evanston, Wyoming, as provided for herein, to protect all vacancies, including vacation vacancies, in the Evanston-Ogden and Evanston-Green River freight pools in assigned and unassigned local and work train service originating between Evanston and Green River, including Evanston, and in yard service at Evanston.~~

Section 2. An extra list of engineers will be maintained at Ogden, Utah as provided for herein to protect all vacancies including vacation vacancies in the Ogden-Green River freight pool, and in assigned and unassigned local and work train service originating between Ogden and Evanston.

Section 3. An engineer assigned to the extra board at Evanston shall be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable to Locomotives weighing between 1,000,000 and 1,050,000 pounds.

An extra engineer available for service from the extra board the entire month shall receive his actual earnings, but not less than the monthly guarantee provided herein. The monthly guarantee will be reduced 117 miles for each day or portion thereof an engineer is not available for service from the extra board; and such extra engineer shall receive his actual earnings but not less than that portion of the monthly guarantee for which such extra engineer qualifies.

~~When mileage accruing to the extra board for engineers at Evanston is reduced to the point where it is averaging 2500 miles per month or its equivalent, it may be eliminated.~~

Section 4. A guaranteed extra board of 3500 miles per month will initially be maintained at Ogden, Utah and will continue to be maintained for as long as there are insufficient miles accruing to such extra board to require the establishment of a standard extra board under the provisions of Rule 121 of the current rules agreement.

An engineer assigned to such guaranteed extra board at Ogden shall be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable to locomotives weighing between 1,000,000 pounds and 1,050,000 pounds. Such engineer available for service from the extra board the entire month shall receive his actual earnings but not less than the monthly guarantee provided herein.

The monthly guarantee will be reduced 117 miles for each day or portion thereof an engineer is not available for service from the extra board; and such extra engineer shall receive his actual earnings out not less than that portion of the monthly guarantee for which such extra engineer qualifies.

PART XV

TURNAROUND SERVICE

~~Section 1. Engineers on the Ogden Extra Board will be called for turnaround trips originating at Ogden. Engineers on the Evanston Extra Board will be called for turnaround trips originating at Evanston.~~

Section 2. Turnaround service originating at Green River will be protected by the pool freight engineer standing first out at Green River. Engineers used in turnaround service out of Green River will be placed first out not less than eight (8) hours after completion of turnaround trip, and will not be used for a second turnaround trip.

PART XVI

CHANGES IN THE SCHEDULE AGREEMENT

Section 1. Effective April 16, 1971, the following changes in rules in the basic Agreement between the Company and the BLE shall become effective for application only to engineers on the Seventh Seniority District-Eastern District.

Section 2. Paragraph (1) of Rule 19(a), "Initial Terminal Delay," is modified to read:

"(1) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after thirty (30) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an-arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

"NOTE: The phrase 'train leaves the terminal' means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the Company and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because the block is against them.

"Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of thirty (30) minutes after which initial terminal delay payment begins, except as provided in Rule 63.

"NOTE: The phrase 'through freight service' as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

"When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but whichever is the greater will be paid.

"When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty."

Section 3. Paragraph (a) of Rule 17, "Overtime", is modified to read:

"(a) On runs of 100 miles or less, in all road service other than passenger, overtime will begin at the expiration of eight hours. On runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2, or in any case, when on duty in excess of 12 hours. Overtime will be paid for on the minute basis at 3/16ths of the daily rate per hour, according to class of engine or other power used."

Section 4. Engineers who retain their place of residence at Evanston, Wyoming under Option 2, Section 1, Part III of this Agreement, will be called for freight or passenger service out of Ogden as nearly as practicable two and one-half hours before required to report for duty.

When an engineer is given a call of less than two hours and thirty minutes before his on duty time resulting in the train for which called leaving Ogden prior to his arrival, the engineer will be allowed 100 miles at the rate of last service performed and will be used on the next train leaving Ogden after his arrival. The engineer will then be restored to his proper turn upon reaching Green River or after reaching Ogden on the return trip.

Section 5. Disciplinary hearings involving an engineer who elects to retain his place of residence at Evanston, Wyoming under Option 1 or 2, Section 1, Part III of this Agreement, will be held at Evanston except where a majority of the crew involved resides elsewhere, in which event the hearing will be held at the terminal where a majority of the crew resides.

An engineer who has elected Option 1 or 2 under Section 1, Part III of this Agreement, who is required to attend an investigation at Ogden, will be paid the travel allowance specified in Section 1, Part VIII of this Agreement, and necessary expenses incurred as a result of attending the investigation.

Section 6. Rule 29, "Meals", is supplemented as follows:

"Engineers on the Seventh Seniority District-Eastern District will be allowed time

for meal at Evanston, Wyoming when they have been on duty five hours and it is apparent the trip cannot be completed within eight hours, provided they notify the dispatcher sufficiently in advance if possible to avoid delay to other trains."

PART XVII

MODIFICATIONS – AMENDMENTS

Section 1. Nothing herein contained shall be construed as modifying or amending any of the provisions of the Schedule Agreement between the Company and the BLE, except as herein provided.

Section 2. The provisions of this Agreement pertain to the elimination of Evanston, Wyoming as a passenger and freight district terminal and matters related thereto. The terms are based upon the particular aspect of that situation and consequently the provisions of this Agreement will not constitute a precedent in any other situation.

Section 3. In the event any new agreements, either national or between the parties to this Agreement which have general application to the Union Pacific Railroad-Eastern District, shall be entered into in the future covering the establishment of interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger or freight service, such future agreements shall not apply to this Agreement and neither party shall utilize the procedures or claim any of the benefits of such future agreements with respect to this transfer of the freight and passenger district terminal for engineers on the Seventh Seniority District-Eastern District from Evanston, Wyoming to Ogden, Utah; and the making of any election or acceptance of any of the benefits of this Agreement shall constitute full satisfaction and waiver of any benefits under such future agreements with respect to this transfer of the freight and passenger district terminal for engineers on the Seventh Seniority District-Eastern District from Evanston, Wyoming to Ogden, Utah.

PART XVIII

EFFECTIVE DATE

This Agreement shall become effective January 1, 1971 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 15th day of December, 1970.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

 /s/ E. G. BECKER
General Chairman

UNION PACIFIC
RAILROAD COMPANY

 /s/ J. H. KENNY
Director of Labor Relations
(Eastern District)

APPROVED:

 /s/ J. R. BIRRELL
Assistant Grand Chief
Engineer

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED DECEMBER 15, 1970 BETWEEN UNION PACIFIC RAILROAD COMPANY (EASTERN DISTRICT) AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING DISCONTINUANCE OF EVANSTON, WYOMING AS A DISTRICT TERMINAL

Note: References to Sections and Parts are to the Agreement dated December 15, 1970.

PART II and PART XIII - Section 4

It is understood the Local Chairman of the BLE will receive full cooperation of the Superintendent and will be given reasonable authority to carry out the intent of the aforementioned Parts of the Agreement dated December 15, 1970 insofar as it pertains to the rights of engineers, and does not infringe upon the rights of any other craft.

PART III - Section 3

It is understood the change of options by agreement referred to in Part III, Section 3, is intended to apply to those instances where conditions involving an individual employee have changed so that it would be to the best interest of the employee and the Carrier to permit such employee to change his option. In those circumstances, the General Chairman of the Brotherhood of Locomotive Engineers and the Director of Labor Relations-Eastern District are empowered under Part III, Section 3, to enter into an agreement to permit the change in option.

PART VIII - Section 1

It is understood the travel allowance under Part VIII, Section 1, will be paid to engineers who elect to transfer their place of residence from Evanston, Wyoming to Ogden, Utah under Option 3 of Part III for trips made on and after April 1, 1971, but such allowance will cease as of June 15, 1971.

PART XIV

It is understood interested parties will meet prior to March 31, 1971 to work out an arrangement providing for the use of the senior available promoted man at the source of supply where the extra board is located.

PART XVI - Section 3

It is understood that in the event a national agreement or an agreement negotiated by the parties to this Agreement having general application to Union Pacific Railroad-Eastern District, covering the establishment of interdivisional, interseniority district, intradivisional, or intraseniority district runs in passenger and freight service, shall be

negotiated in the future and such agreement or agreements contain a provision to grant overtime after eight hours on runs of over 100 miles, such provision will be substituted for Part XVI - Section 3, of the Agreement dated December 15, 1970.

PART XVI - Section 4

When an engineer is given a call of 2-1/2 hours or more for service at Ogden under Part XVI - Section 4, and is prevented from reaching Ogden in time for his call because of an act of God or other reason beyond his control, he will be placed first out at Ogden upon his arrival and will be restored to his proper turn upon reaching Green River or after reaching Ogden on the return trip.

This will not relieve the employee of his obligation of making every reasonable attempt to notify the Company of any anticipated delay.

No runarounds will be payable as a result of the application of this provision.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

 /s/ E. G. BECKER
General Chairman

UNION PACIFIC
RAILROAD COMPANY

 /s/ J. H. KENNY
Director of Labor Relations
(Eastern District)

APPROVED:

 /s/ J. R. BIRRELL
Assistant Grand Chief Engineer

Salt Lake City, Utah
December 15, 1970

MEMORANDUM OF UNDERSTANDING

THE FOLLOWING UNDERSTANDINGS WERE AGREED TO IN MEETINGS AT EVANSTON, WYOMING ON FEBRUARY 15 AND 16, 1971 AND SHALL APPLY TO AGREEMENT DATED DECEMBER 15, 1970 BETWEEN UNION PACIFIC RAILROAD COMPANY (EASTERN DISTRICT) AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING DISCONTINUANCE OF EVANSTON, WYOMING AS A DISTRICT TERMINAL.

Note: References to Sections and Parts are to the Agreement dated December 15, 1970.

PART II: Change to read:

Ogden, Utah will be the district home terminal and Green River, Wyoming the away from home terminal for engineers in regular and extra passenger service. Engineers electing Option 1 under Section 1, Part III of this Agreement shall retain all rights to passenger service and shall qualify for the travel allowance specified under Section 1, Part VIII, of this Agreement when assigned to passenger service at Ogden.

PART VIII, Section 1: Add the following:

Engineers who elect Option 1 under Section 1, Part III of this Agreement who are unable to hold an assignment as engineer at Evanston and who must work at Ogden as engineer or demoted engineer shall qualify for the travel allowance specified under Section 1, Part VIII of this Agreement.

PART XIII, Section 3: Change to read:

The proportion of work accruing to the different pools will be determined on the basis of the percentage of engineers in the Ogden-Green River pool and the engineers in the Evanston-Ogden and Evanston-Green River pools bears to the total number of engineers assigned in the three pools. The proportion of mileage accruing to the different pools will be determined by two separate mileage checks, one governing engineers in the Ogden-Green River pool and one governing engineers in the Evanston-Ogden and Evanston-Green River pools. The mileage will be determined separately for each pool under present mileage regulations.

PART XIII, Section 4: Change to read:

The Superintendent and Local Chairman of the BofLE will cooperate to control the number of trains operated by engineers who have elected Option 1 under Section 1, Part III of this Agreement to assure that mileage regulations are complied with.

PART XIII: Add Section 5, reading:

Engineers who elect Option, 1 under Section 1, Part III of this agreement working in the Evanston-Ogden and Evanston-Green River pools will be placed first out at their away from home terminal not less than 8 hours after time tied up.

PART XIV, Section 1: Delete

PART XIV, Section 2: Change to read:

An extra list of engineers will be maintained at Ogden, Utah as provided for herein to protect all vacancies including vacation vacancies in the Ogden-Green River freight pool, and in assigned and unassigned local and work train service originating at or between Ogden and Green River, excluding Evanston. Pool freight engineers at Evanston will protect short turnaround service out of Evanston and temporary vacancies in yard service at Evanston.

NOTE: Yard service at Evanston, except temporary vacancies, will be protected by engineers at Ogden.

PART XIV SECTION 3: Change first paragraph to read:

When at the option of the Company, an extra list for engineers is established at Evanston, Wyoming, engineers assigned thereto will be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable to locomotives weighing between 1,000,000 and 1,050,000 pounds.

Retain Paragraphs 2 and 3 of Section 3.
Delete Paragraph 4 of Section 3.

PART XV, Section 1: Delete

PART XV, Section 2: Change to read:

Turnaround service originating at Green River, Wyoming will be protected by engineers in the Ogden-Green River pool. Engineers used in turnaround service out of Green River will be placed first out not less than eight (8) hours after completion of turnaround trip, and will not be used for a second turnaround trip.

Dated at Omaha, Nebraska this 18th day of February, 1971.

FOR BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. BECKER
General Chairman

FOR UNION PACIFIC
RAIL-ROAD COMPANY

/s/ J. H. KENNY
Director of Labor Relations

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations
Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

P. A. Jordan
Asst. Director of Labor Relations

E-013-22-48

April 3, 1971

E. G. Becker, General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska 68102

Dear Sir:

This refers to our various agreements dealing with the Evanston run-through:

1. The provisions of Part XVI, Section 4, of the agreement dated December 15, 1970 will apply to any engineer who has elected to maintain his residence at Evanston under any Evanston run-through agreement.
2. The "Memorandum of Understanding" dated February 18, 1971, reads in part:

"PART XIII: "Add Section 5, reading:

'Engineers who elect Option 1 under Section 1, Part III of this Agreement working in the Evanston-Ogden and Evanston-Green River pools will be placed first out at their away from home terminal not less than 8 hours after time tied up.' "

There has been some confusion about this provision. It was the intent of the parties that engineers electing Option 1 under Section 1, Part III, would not remain at the away from home terminal more than 8 hours from tie-up time without being placed first out; and that there was nothing to prevent such from being placed first out prior to the expiration of this 8-hour period.

If the above fairly represents the understandings we have reached in connection with these matters, please so indicate by affixing your signature below, returning the original to me.

Yours truly,

/s/ J. H. KENNY

ACCEPTED:

/s/ E. G. BECKER
General Chairman, BofLE

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations
Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68102

P. A. Jordan
Asst. Director of Labor Relations

E-013-22-48

May 3, 1971

E. G. Becker, General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska 68102

Dear Sir:

Referring to the BLE Evanston Agreement of December 15, 1970 and the related understandings:

The Memorandum of Understanding dated February 18, 1971 modified Part XIII by the addition of Section 5, to provide that Evanston engineers would stand first out at their away from home terminal not less than 8 hours after time tied up. On April 3, 1971 we clarified the intent of this modification, stating that Option 1 engineers were not to remain at the away from home terminal more than 8 hours; the engineer could stand first out any time, but must be placed first out not later than 8 hours after tie-up at the away from home terminal.

The February 18, 1971 Understanding also changed Section 2 of Part XV to read:

"Turnaround service originating at Green River, Wyoming will be protected by engineers in the Ogden-Green River pool. Engineers used in turnaround service out of Green River will be placed first out not less than eight (8) hours after completion of turnaround trip, and will not be used for a second turnaround trip."

This will confirm that an Ogden-Green River engineer used for turnaround service out of Green River can be placed first out in less than 8 hours, but must be placed first out not later than 8 hours after tie-up.

Should an Evanston engineer and an Ogden engineer stand first out at the same time at Green River, the Evanston engineer will be called first.

Please sign and return the original of this letter.

Yours truly,

 /s/ J. H. KENNY

ACCEPTED:

 /s/ E. G. BECKER
General Chairman, BofLE

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

SHORT TURNAROUND SERVICE AT GREEN RIVER
OGDEN-GREEN RIVER (SEVENTH) DISTRICT

IT IS AGREED:

PART XV, Section 2, of the Evanston Agreement dated December 15, 1970 and the supplemental understandings dated February 18 and May 3, 1971 relating to short turnaround service out of Green River by Seventh District engineers are modified by the following provisions:

1. Turnaround service originating at Green River will be protected by engineers from the Ogden-Green River pool. Ogden engineers used in turnaround service out of Green River will stand first out 4 hours after completion of such turnaround service, subject to the provisions of Section 2 below, and will not be used for a second turnaround .trip.
2. When an Evanston-Green River engineer has become first out before such Ogden engineer is eligible to be placed first out after completion of turnaround service as provided by Section 1 hereof, the Evanston engineer will stand for service ahead of such Ogden engineer.
3. The provisions of this agreement shall become effective December 19, 1971.

Dated at Omaha, Nebraska this 29th day of November, 1971.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/ E. G. BECKER
General Chairman, BofLE

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ J. H. KENNY
Director of Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

RETURN FROM LAYOFF
SEVENTH SENIORITY DISTRICT - OGDEN-GREEN RIVER

IT IS AGREED:

The following provisions shall apply to Seventh District engineers assigned to the Ogden-Green River pool who are granted permission to absent themselves from duty (layoff):

SECTION 1. When an Ogden engineer lays off, his turn shall remain in rotation, unless it becomes first-out, not to exceed 36 hours from time of lay off. If the turn becomes first-out prior to return of such engineer, it shall retain that standing until expiration of the 36-hour period.

SECTION 2. An Ogden engineer shall not lose his relative standing on the board, provided he returns to duty within 36 hours from time of lay off; however, he shall establish a new position on the board if his turn stands first-out on his return.

SECTION 3. When an engineer fails to return to duty within 36 hours from time of lay off, his turn will remain in rotation; however, if the turn becomes first-out prior to the engineer's return, it shall be filled from the extra board.

SECTION 4. This agreement shall be effective February 6, 1972 and will terminate 10 days after written notice is served by either party.

Dated at Omaha, Nebraska this 20th day of January, 1972.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/ E. G. BECKER
General Chairman, BofLE

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ J. H. KENNY
Director of Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

VACATING AMTRAK PASSENGER SERVICE
EVANSTON ENGINEERS

IT IS AGREED:

Co-effective with the establishment of Amtrak passenger service on a daily basis between Ogden and Green River commencing June 11, 1972, the following provisions shall apply to Evanston engineers who may become assigned to such passenger service:

1. An Evanston engineer assigned to passenger service between Ogden and Green River may, after completion of not less than five round trips, vacate the passenger assignment by service of written notice to the engine dispatcher and the BLE Local Chairman.
2. Upon receipt of such written notice the engineer will be released from the passenger assignment and permitted to exercise his seniority to service protected by Evanston engineers.
3. The passenger vacancy will be bulletined for seniority choice and will be protected during the life of the bulletin by the senior available freight engineer in accordance with the effective Schedule of Rules.
4. This agreement shall be effective during the period Amtrak passenger service operates on a daily basis, except that it will terminate ten days after written notice is served by either party.

Dated at Omaha, Nebraska this 1st day of June 1972.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/ E. G. BECKER
General Chairman, BofLE

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ J. H. KENNY
Director of Labor Relations

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GUARANTEED FREIGHT POOL
SEVENTH SENIORITY DISTRICT – EVANSTON

IT IS AGREED that effective July 1, 1975:

1. Engineers who chose Option 1 under Section 1, Part III of the Evanston Run-through Agreement between the Carrier and the BofLE, dated December 15, 1970, who are thereby assigned to the Evanston-Ogden and Evanston-Green River freight pools as provided in Part XIII of the December 15, 1970 Agreement and as amended by "Memorandum of Understandings" dated December 15, 1970, shall be guaranteed the equivalent of 3500 miles per month at the basic daily through freight rate of pay applicable in the weight-on-driver bracket of 1,000,000 to 1,050,000 pounds, (\$52.29, effective January 1, 1975). This rate is subject to future general wage adjustments.
2. The guarantee shall be computed on a monthly basis and shall be reduced by 117 miles for each calendar day or portion thereof that the employee is not available. All earnings shall be applied to the guarantee.
3. This agreement shall become effective July 1, 1975 and shall automatically terminate thirty (30) days after service of written notice by either party upon the other of desire to terminate it.

Dated at Omaha, Nebraska this 4th day of June, 1975.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS:

/s/ E. G. BECKER
General Chairman, BofLE

FOR THE UNION PACIFIC
RAILROAD COMPANY:

/s/ J. H. KENNY
Director of Labor Relations