

**AGREEMENT**  
between the  
**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**  
and the  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**UNITED TRANSPORTATION UNION (E)**  
**UNITED TRANSPORTATION UNION (C)(T)**

ESTABLISHMENT OF INTERDIVISIONAL SERVICE  
BETWEEN CHEYENNE AND HANNA

Set forth below is the Agreement made at Cheyenne, Wyoming on July 16, 1975 between Union Pacific Railroad, hereinafter referred to as the "Company", and the Brotherhood of Locomotive Engineers and United Transportation Union (E), (C) and (T), hereinafter referred to as the "Organizations". This Agreement provides for the establishment of interdivisional service between Cheyenne, Wyoming and Hanna, Wyoming and is in full satisfaction of the Company's Notices dated June 30, 1975 which were served pursuant to the National Agreement dated May 31, 1971 (BofLE) and the National Agreement dated January 27, 1972 (UTU-E, C and T).

1. Unless otherwise provided herein Interdivisional Service Agreements between the Company and the Organizations will apply, including allowance of constructive miles.
2. Points of separation will be established at Hanna for the purpose of determining road miles, and inbound crews will receive road miles until they reach separation point after loading including those inbound crews who perform loading operations prior to arrival at Hanna. When loading is performed by outbound crews such crews will be allowed road miles for all miles traveled, including deadhead miles, if any. Automatic release rules are suspended to give effect to the provisions of this Section 2.
3. The Company has the right to use crews in turnaround service, Cheyenne to Hanna to Cheyenne, when there are no rested crews available at Hanna.
4. Any employee who is adversely affected by the establishment of the interdivisional service provided for herein will receive all protective benefits included in the various applicable Interdivisional Service Agreements - with cut-off date to date from the day the interdivisional service provided for herein is begun.
5. The interdivisional service provided for herein may be started when suitable lodgings are provided at Hanna.
6. Additional agreements will be entered into to cover matters incident to this operation; such as, but not limited to:

- a. Establishment of points of separation at Hanna to give effect to Section 2 of this Agreement.
- b. Determination of actual miles of runs subject to this Agreement.
- c. Handling of dog catching for this service.
- d. Initial delay for outbound crews referred to in Section 2 of this Agreement.

Dated at Omaha, Nebraska this 21st day of July 1975.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

/s/ E. G. BECKER  
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY

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

FOR THE UNITED  
TRANSPORTATION UNION (E)

/ s / R. J. GREEN  
General Chairman

FOR THE UNITED  
TRANSPORTATION UNION (C)(T)

/s/ R. B. MURDOCK  
General Chairman

**AGREEMENT**  
between the  
**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**  
and the  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**UNITED TRANSPORTATION UNION (E)**  
**UNITED TRANSPORTATION UNION (C)(T)**

SUPPLEMENT TO AGREEMENT DATED JULY 21, 1975  
"ESTABLISHMENT OF INTERDIVISIONAL SERVICE  
BETWEEN CHEYENNE AND HANNA"

**NOTE:** As used herein "Hanna" encompasses mining operations serviced by Union Pacific crews between Laramie and Rawlins.

When interdivisional service between Cheyenne and Hanna is established the following will apply for employees working in this interdivisional service:

PART I

GENERAL

Section 1. Separate pools will be established for the purpose of manning interdivisional service between Cheyenne and Hanna.

Section 2. Except as otherwise provided herein employees used in this interdivisional service will be allowed actual road miles run.

Section 3. Employees used in westbound interdivisional service will be allowed a minimum of 131 miles if they pass MP 569.25.

Section 4. Employees used in this interdivisional service who are turned after they go beyond Laramie and who otherwise qualify therefore, will be granted the meal allowance provided for in Section 5 of Part VII of the Agreement dated December 16, 1971 (BofLE), Section 2 of Part VI of the Agreement dated February 29, 1972 (UTU-E), and Section 2 of Part VI of the Agreement dated May 22, 1972 (UTUC&T).

Section 5. Crews called for turnaround service, Cheyenne-Hanna-Cheyenne, may not be run Hanna to Cheyenne if there are rested crews at Hanna or crews at Hanna who would become rested within two hours.

Section 6. When there are no available rooms in the Hanna Clubhouse for employees in this interdivisional pool the Company will provide suitable lodging as defined in the Agreements dated July 14, 1972 (BofLE), February 29, 1972 (UTU-E), and May 22, 1972 (UTU-C&T), or will deadhead the first out crew on the first eastbound train from

which such crew is available. If not so deadheaded, such first out crew will be allowed a penalty of 50 miles for each train on which the crew was not deadheaded after becoming available.

Section 7. When a Cheyenne-Rawlins interdivisional crew is used to load coal at Hanna or to handle a unit coal train, the first out Cheyenne-Hanna interdivisional crew at Hanna will be allowed a penalty of 100 miles.

Section 8. Except as otherwise provided in this Agreement crews in this interdivisional service who are used on main line territory west of MP 650.17 will be allowed a penalty of 50 miles and will be returned to Hanna or to Cheyenne after such use. Agreement rules will apply to cover payment for service and/or deadhead moves.

Section 9. Employees called for this interdivisional service who live in Laramie and who have not been granted an allowance for changing point of residence from Laramie to Cheyenne under the provisions of the respective BofLE, UTU (E), and UTU(C) & (T) Interdivisional Run Agreements or the Agreement dated July 21, 1975 "Establishment of Interdivisional Service Between Cheyenne and Hanna" will be given a two and one-half (2-1/2) hour call.

## PART II

### ARCH I MINE

Section 1. For inbound crews:

- a.) MP 644.25 is the designated arrival point on the eastward move.
- b.) MP 641.50 is the designated arrival point when inbound crews do not reach MP 2 on Arch I Spur on westbound move.

Section 2. For outbound crews:

- a.) MP 641.50 is the designated departure point.
- b.) When outbound crews take charge of train on Arch I Spur initial delay will begin thirty (30) minutes after they reach MP 1 on Arch 1 Spur on the eastward move and will continue until they pass MP 650.17.
- c.) When outbound crews deadhead to take charge of train on Arch I Spur such crews will be allowed actual miles deadheaded from MP 644.25 to the point where they take charge of the train. These outbound crews will also be allowed road miles from the point where they take charge of the train to MP 1 on Arch I Spur.

Section 3. Crews can set out bad order cars using main line trackage west of MP 650.17 and will be allowed actual road miles run west of MP 650.17 in making such set

outs. Crews can pick up repaired bad order cars loaded at or destined for Arch I, or loads or empties destined for Arch I, using main line trackage west of MP 650.17, and will be allowed actual road miles run west of MP 650.17 in making such pick ups.

### PART III

#### MEDICINE BOW AND ENERGY MINES

##### Section 1. For inbound crews:

- a.) MP 1 on Energy Spur is the designated arrival point on the eastward move.
- b.) MP 641.50 is the designated arrival point when inbound crews do not reach MP 2 on Energy Spur on westward move.

##### Section 2. For outbound crews:

- a.) MP 641.50 is the designated departure point.
- b.) When outbound crews take charge of train on Energy Spur initial delay will begin thirty (30) minutes after they reach MP 1 on Energy Spur on the eastward move and will continue until they pass MP 641.50.
- c.) When outbound crews deadhead to take charge of train on Energy Spur such crews will be allowed actual miles deadheaded from MP 1 on Energy Spur to the point where they take charge of the train. These outbound crews will also be allowed road miles from the point where they take charge of the train to MP 1 on Energy Spur.

### PART IV

#### ROSEBUD AND ARCH II MINES

##### Section 1. For inbound crews:

- a.) Inbound crews will be allowed 4.63 road miles for all miles run on the Ramsey Spur.
- b.) Final terminal delay for inbound crews will begin when these crews reach point of release on the Ramsey Spur and will continue until they reach the register point.

##### Section 2. For outbound crews:

- a.) Outbound crews will be allowed 4.63 road miles for all miles run on the Ramsey Spur.

b.) For outbound crews initial delay will begin thirty (30) minutes after reaching MP 1.5 on eastward move and will continue until they pass MP 639.12.

This Agreement is made pursuant to Section 6 of Agreement dated July 21, 1975 "Establishment of Interdivisional Service Between Cheyenne and Hanna".

Dated at Cheyenne, Wyoming this 13th day of December, 1975.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

      /s/ E. G. BECKER        
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY

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

FOR THE UNITED  
TRANSPORTATION UNION (E)

      /s/ C. E. FLEENOR        
General Chairman

FOR THE UNITED  
TRANSPORTATION UNION (C)(T)

      /s/ R. B. MURDOCK        
General Chairman

**AGREEMENT**  
 between the  
**UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT**  
 and the  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**UNITED TRANSPORTATION UNION (E)**

IT IS AGREED:

For full trip Cheyenne to Hanna engineers and firemen will be allowed miles as follows:

|              | Employees with<br>seniority date of<br><u>12-14-75 or earlier</u> | Employees with<br>seniority date of<br><u>12-15-75 or later</u> |
|--------------|---|---|
| Arch I       | 182.59  | 159.59  |
| Medicine Bow | 188.45  | 165.45  |
| Energy       | 163.94  | 140.94  |
| Arch II      | 157.16  | 134.16  |
| Rosebud      | 157.16  | 134.16  |

For full trip Hanna to Cheyenne engineers and firemen will be allowed miles as follows:

|              |   |        |        |
|--------------|---|--------|--------|
| Arch         | I | 162.37 | 139.37 |
| Medicine Bow |   | 153.70 | 130.70 |
| Energy       |   | 153.70 | 130.70 |
| Arch II      |   | 157.45 | 134.45 |
| Rosebud      |   | 157.45 | 134.45 |

Dated at Cheyenne, Wyoming this 13th day of December, 1975.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

          /s/ E. G. BECKER            
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY

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

FOR THE UNITED  
TRANSPORTATION UNION (E)

          /s/ C. E. FLEENOR            
General Chairman

UNION PACIFIC RAILROAD COMPANY

DECEMBER 13, 1975

Mr. E. G. Becker  
General Chairman, BofLE

Mr. R. J. Green  
General Chairman, UTU(E)

Mr. R. B. Murdock  
General Chairman, UTU(C)(T)

Gentlemen:

It is agreed that Section 9 of Agreement dated December 13, 1975 does not contemplate giving employees a 2 ½ hour call if they:

1. Hire out on or after December 15, 1975 and live at Laramie.
2. Hire out before December 15, 1975 and move to Laramie after December 15, 1975.

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

ACCEPTED:

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

          /s/ C. E. FLEENOR            
General Chairman, UTU (E)

          /s/ R. B. MURDOCK            
General Chairman, UTU(C) (T)

UNION PACIFIC RAILROAD COMPANY  
Department of Labor Relations - Eastern District

J. H. Kenny  
Director of Labor Relations

1416 Dodge Street  
Omaha, Nebraska 68179

J. E. Trummer  
Asst. Director of Labor Relations

E-013-23-4-IR

A.C. Hallberg  
Asst. Director of Labor Relations

July 12, 1976

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

R. J. Green, General Chairman  
United Transportation Union (E)  
Salt Lake City, Utah

R. B. Murdock, General Chairman  
United Transportation Union (C) & (T)  
Omaha, Nebraska

Dear Sirs

Section 1 of the July 21, 1975 Agreement titled "Establishment of Interdivisional Service Between Cheyenne and Hanna" reads as follows:

"1. Unless otherwise provided herein Interdivisional Service Agreements between the Company and the Organizations will apply, including allowance of constructive miles."

The Interdivisional Service Agreements with each of your Organizations provide for adjustment of mileage figures listed if those figures prove to be incorrect.

The mileages listed for a full trip Hanna to Cheyenne for crews working on trains loaded at Arch I are 162.37 for employees with a seniority date of December 14, 1975 or earlier and 139.37 for employees with a seniority date of December 15, 1975 or later. The designated departure point for this run is milepost 641.50. The designated arrival point is milepost 510.80. This is a total of 130.70 miles.

Effective immediately the mileages listed in the December 13, 1975 Agreements for a full trip Hanna to Cheyenne for those trains loaded at Arch I are corrected to read 153.70 for employees with a seniority date prior to December 15, 1975 and 130.70 for employees with a seniority date of December 15, 1975 or later.

Yours truly,  
          /s/ J. H. KENNY

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

CHEYENNE-HANNA COAL POOL  
SHORT TURNAROUNDS OUT OF CHEYENNE

IT IS AGREED:

1. When a Cheyenne-Hanna coal pool engineer on a Cheyenne-Hanna coal pool turn is turned east of MP 569.25 and returned to Cheyenne, he will be placed first out after obtaining legal rest and will establish a new place on the pool board at that time.
2. When a Cheyenne-Hanna coal pool engineer on a Cheyenne-Hanna coal pool turn is turned at or west of MP 569.25 and returned to Cheyenne he will be placed first out after 12 hours and will establish a new place on the pool board at that time.
3. The Company will not be penalized in the application of this Agreement in those instances where the engineer fails to advise the engine dispatcher that he was turned and the accurate location where he was turned.
4. This Agreement is effective May 1, 1976 and will automatically terminate ten days after receipt of written notice by either party upon the other.

Signed at Omaha, Nebraska this 26th day of April 1976.

FOR THE BROTHERHOOD OF  
LOCOMOTIVE ENGINEERS

/s/ E. G. BECKER  
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY

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