

**RULE 97. RUN DISCONTINUED.**

**(Also see modification 1810019483 dated 9/26/1994)**

- a. An engineer losing his run by reason of it being discontinued or being taken by a senior engineer shall be entitled to take any run on his seniority district held by a junior engineer, provided that if there is more than one junior engineer on the run he chooses and no district preference of runs or layover days, he shall displace the junior engineer, and shall make application for run of his choice within 4 days.
- b. An engineer who fails to exercise his seniority within 4 days, as provided in Section (a) of this rule, will be placed by the regularly constituted committee
- c. When an assigned run is temporarily discontinued for a period of more than 48 hours from scheduled starting time, the engineer on such assignment will be permitted to exercise seniority. When assignment is re-established, it will be re-bulletined.
- d. When the carrier has definite knowledge that an assignment will not operate for at least 48 hours, it will be abolished as soon as that information is available.

**AGREEMENT**  
**#1807279456**  
**Between The**  
**UNION PACIFIC RAILROAD COMPANY**  
**For The Territory - EASTERN DISTRICT**  
**And The**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**ASSIGNED LOCAL FREIGHT GUARANTEE**

Rule 23(d) of the current agreement states:

**“23(d) In main line service between Council Bluffs and North Platte, Kansas City and Salina, St. Joseph and Grand Island, engineers on assigned local freight trains will be allowed a minimum of 100 miles at local freight rate of pay for every day in the month except Sunday and when used on Sunday, extra compensation, for such service will be paid.”**

Rule 97(c) and 97(d) of the current agreement states:

**"(c) When an assigned run is temporarily discontinued for a period of more than 48 hours from the scheduled starting time, the engineer on such assignment will be permitted to exercise seniority. When assignments is re-established, it will be re-bulletined.**

**(d) When the carrier has definite knowledge that an assignment will not operate for at least 48 hours, it will be abolished as soon as that information is available."**

The above cites rules with respect to assigned local freight service (not including Zone Locals) apply differently on the Eastern District and it is the parties desire to change this procedure by adopting a standard application. Accordingly, effective October 1, 1994, Rule 23(d) shall apply to all assigned local freight service (other than Zone Locals) on the Eastern District with the understanding that a basic day's pay will be allowed for each day an assigned Engineer is held in on an assigned work day. It is further understood that in order to qualify for this payment, the Engineer must either be available or work on the work days immediately preceding and following the day or days for which the guarantee is claimed as well as being available on the guarantee day or days. In connection therewith, Rules 97(c) and (d) will not apply to all assigned local freight service (other than Zone Locals).

Nothing in this Agreement, in any way, limits the right of the Company to abolish local freight assignments and it is understood that the Company retains the right to bulletin local freight assignments on a 5, 6 or 7 day basis.

Signed at Omaha, NE  
This 26<sup>th</sup> day of September, 1994

/s/ Michael Young  
M. A. Young,  
General Chairman

/s/ A. C. Hallberg  
A. C. Hallberg,  
Director Labor Relations

/s/ L. A. Lambert  
General Director  
Labor Relations

**MEMORANDUM OF AGREEMENT**  
**#1810019483**  
**between the**  
**UNION PACIFIC RAILROAD COMPANY**  
**for the territory - EASTERN DISTRICT**  
**and the**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

**MODIFICATION OF RULE 97(a)**

In the normal course of business, when pool freight assignments are reduced, the junior engineer(s) is the employee affected. This application is in accordance with Rule 97(a) which reads as follows:

"RULE 97. RUN DISCONTINUED. (a) An engineer losing his run by reason of it being discontinued or being taken by a senior engineer shall be entitled to take any run on his seniority district held by a junior engineer, provided that if there is more than one junior engineer on the run he chooses and no district preference of runs or layover days, he shall displace the junior engineer, and shall make application for run of his choice within 4 days."

This same application with respect to extra boards also applies under Rule 97(b) and the interpretative understanding between the parties on June 18, 1986 wherein it was concurred:

"A position on the guaranteed extra board is a regular assignment. When an employee is cut from the Board, he is entitled to displace a junior employee on the seniority district."

This was further clarified in an interpretation issued by Carrier on June 20, 1986 which held:

"... A position on the guaranteed extra board is a regular assignment. When the position is abolished, the engineer becomes subject to the provisions of Rule 97 of the Agreement. If the engineer elects to displace into a pool, he must displace the junior engineer in the pool. "

An interim understanding on reductions in force was reached for both extra boards as well as pool freight assignments on November 23, 1987. That Understanding states:

"It was agreed in conference that an application system will be adopted at Cheyenne on the Fifth Seniority District, at Ogden on the Seventh Seniority District, at Omaha/ Council Bluffs on the First Seniority District, at Rawlins on the Sixth Seniority District, and at Kansas City on the Eight Seniority District subject to the following conditions:

1. Applications may be placed by telephone or in writing with CMS. Applications may be made or withdrawn at any time.

1. The applications will be activated when
  - a. there is a reduction in a freight pool or other regular engineers' assignments, or
  - b. an engineers' extra board is increased.

In line with the above interim application process, Carrier issued an interpretation under date of April 28, 1989 which states in pertinent part:

"The Carrier's position on the application of Rule 97 is outlined in former Director Naro's June 20, 1986 letter to former General Chairman Becker.

'if the engineer elects to displace into a pool, he must displace the junior engineer in that pool.'

That application clearly does not allow for an engineer to gain access to displace any junior engineer."

The applicable provisions of Rule 97 and the subsequent interpretations were again modified in part on an interim basis, by Memorandum of Agreement dated October 26, 1989. That agreement states:

IT IS AGREED THAT.

- A. When a Locomotive Engineer obtains displacement rights, that Engineer will be allowed to place anywhere in the pool.
- B. At the time the Engineer makes the placement as described in Paragraph A, the junior Engineer in the pool will be displaced from the pool. "

Finally, by Letter of Understanding dated December 6, 1989, the parties agreed in line with all of the aforementioned understandings and interpretations the following would also apply:

"It is also understood that, on the First, Fifth, Sixth, Seventh and Eight Engineers' Seniority Districts in the application of this Agreement, the Agreement provision allowing the senior engineer with application on file seeking to be removed from the pool when the pool is reduced will remain in effect. For example, the senior engineer with application on file to move will be considered the junior engineer in applying this modification of Rule 97. "

Having placed the history of Rule 97(a) in line with current practices, the parties have now mutually concluded that in the best interest of all concerned, the application of Rule 97(a) should be simplified and adopted uniformly across the entire Eastern District System. Accordingly, effective with the implementation of this Memorandum of

Agreement, all previously cited agreements, understandings and interpretations, including those not cited but in conflict herewith, are cancelled and in lieu thereof the following will apply.

RULE 97(a) INCLUDING THE FOLLOWING SIX (6) PROVISIONS ARE HEREBY ADOPTED:

1. Engineers will be permitted to make application to be reduced in force from their regular assignment, either a pool freight turn or an extra board position.
2. When in the normal course of business, a reduction of force is required on an extra board or in pool freight service; the senior engineer with application on file will be reduced. If no applications are on file, the junior employee on the extra board or in pool freight service will be reduced in conformity with Rule 97(a).
3. Applications from employees for reductions in force will not be accepted if such applications have not been on file with Carrier's Crew Management Office (CMS) at least seventy-two (72) hours in advance.
4. An engineer reduced in force under request by application must exercise seniority to another position within twenty-four (24) hours. Junior engineers involved in the chain of displacement(s) will exercise their seniority in accordance with Rule 97(a).
5. Engineers voluntarily reduced from the extra board under the application process will be permitted to place anywhere in the freight pool. At that time, the junior engineer will be removed from the freight pool and will exercise seniority in accordance with 97(a).
6. Engineers voluntarily reduced in force under the application process from pool freight service will not be permitted to displace a junior engineer in the same pool freight operation but will be permitted to displace into another pool if applicable.

The above six (6) provisions intended to simplify and standardize the past methods of voluntary reductions in force and will become effective July 1, 1994. Thereafter, these six (6) provisions will remain in effect unless cancelled by either party with a serving, of a sixty (60) day written notice. During the time of the sixty (60) day notice, the parties will endeavor to reach a satisfactory change to the Memorandum of Agreement and failure to do so will result In its termination with all previously cited understandings placed back into affect.

Signed the 26<sup>th</sup> day of September, 1994

FOR THE BROTHERHOOD  
OF LOCOMOTIVE ENGINEERS

          /s/ Michael Young            
M. A. Young,  
General Chairman

FOR THE UNION PACIFIC  
RAILROAD COMPANY

          /s/ L. A. Lambert            
L. A. Lambert  
General Director, Labor Relations

          /s/ A. C. Hallberg            
A. C. Hallberg,  
Director Labor Relations