

APPENDIX B - INTERDIVISIONAL SERVICE

AGREEMENT TO ESTABLISH ID SERVICE

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

PART I

ESTABLISHMENT OF INTERDIVISIONAL SERVICE¹

Section 1.

In accordance with Section 1 of Article VIII of the National Agreement dated May 13, 1971 and subject to the provisions of Section 2 of this Part I, the Company may establish interdivisional service as set forth below:

- (a) Grand Island, Nebraska will be eliminated as an away-from-home terminal, and Engineers on the First and Second Seniority Districts will operate between Council Bluffs, Iowa and North Platte, Nebraska.
 - i. These runs will be manned by First and Second District Engineers on the basis of the ratio of miles that the First and Second Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for First District Engineers assigned to these runs will be Council Bluffs; the home terminal for Second District Engineers will be North Platte.
 - iii. Engineers operating from Council Bluffs to North Platte will be allowed 278 road miles, Engineers operating from North Platte to Council Bluffs will be allowed 278 road miles.
- (b) Hastings, Nebraska will be eliminated as an away-from-home terminal, and Engineers on the Second and Seventeenth-Eighteenth Seniority Districts will operate between Marysville, Kansas and North Platte, Nebraska.

¹ For the purposes of this agreement the phrase "Interdivisional Service" means "Interdivisional, Interseniorty District, Intradivisional and/or Intraseniorty District Service (Freight or Passenger)" as used in Article VIII of the National Agreement dated May 13, 1971.

- i. These runs will be manned by Second and Seventeenth-Eighteenth District Engineers on the basis of the ratio of miles that the Second and Seventeenth-Eighteenth Districts, respectively, bear to the total miles of the run.
- ii. The home terminal for Second District Engineers assigned to these runs will be North Platte; the home terminal for Seventeenth-Eighteenth District Engineers will be Marysville.
- iii. Engineers operating from Marysville to North Platte will be allowed 247 road miles; Engineers operating from North Platte to Marysville will be allowed 248 road miles.

.... Reference Agreement dated 6/13/1972

- 1. Co-effective with the inauguration of interdivisional runs between North Platte and Council Bluffs at 12:01 AM, July 1, 1972, three separate pools with home terminal at North Platte will be established for Engineers on the Second Seniority District, having the following respective territories:

<u>Territory</u>	<u>Designation</u>
No. Platte-Marysville Pool	Marysville Interdivisional
No. Platte-Council Bluffs Interdivisional Pool	Council Bluffs
No. Platte-Grand Island	Grand Island Pool

- 2. Engineers assigned to the Marysville and Council Bluffs pools will protect interdivisional service in their respective territories as provided by the Interdivisional Runs Agreement, as amended.
- 3. Engineers assigned to the Grand Island Pool will protect trains between North Platte and Grand Island that are received from and delivered to the Burlington Northern Road at Grand Island.
- 4. Except as provided by Section 3, non-interdivisional service will be protected by Extra Engineers.
- 5. Each pool will be independently regulated in accordance with the applicable schedule rules governing regulation of mileage.

- a) Sidney, Nebraska will be eliminated as an away-from-home terminal and Engineers on the Third and Fourth Seniority Districts will operate between North Platte, Nebraska and Cheyenne, Wyoming.
 - i. These runs will be manned by Third and Fourth District Engineers on the basis of the ratio of miles that the Third and Fourth Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Third District Engineers assigned to these runs will be North Platte; the home terminal for Fourth District Engineers will be Cheyenne.

.... Reference Agreement dated Dec. 23, 1971

- c)
 - iii. Engineers operating from North Platte to Cheyenne will be allowed 217 road miles, Engineers operating from Cheyenne to North Platte will be allowed 218 miles.

.... Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from North Platte to Cheyenne will be allowed 217 road miles; Engineers operating from Cheyenne to North Platte will be allowed 220 road miles

- (d) Sterling, Colorado will be eliminated as an away-from-home terminal, and Engineers on the Third and Fourteenth Seniority Districts will operate between North Platte, Nebraska and Denver, Colorado.
 - i. These runs will be manned by Third and Fourteenth District Engineers on the basis of the ratio of miles that the Third and Fourteenth Districts, respectively, bear to the total miles of the run.

- ii. The home terminal for Third District Engineers assigned to these runs will be North Platte; the home terminal for Fourteenth District Engineers will be Denver.
 - iii. Engineers operating from North Platte to Denver will be allowed 269 road miles; Engineers operating from Denver to North Platte will be allowed 270 road miles.
- (e) Junction City, Kansas will be eliminated as an away-from-home terminal, and Engineers on the Eighth and Ninth Seniority Districts will operate between Kansas City and Salina, Kansas.
- i. These runs will be manned by Eighth and Ninth Seniority District Engineers on the basis of the ratio of miles that the Eighth and Ninth Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Eighth District Engineers assigned to these runs will be Kansas City; the home terminal for Ninth District Engineers will be Salina.

.... Reference Agreement dated Dec. 23, 1971

- e) iii. Engineers operating from Kansas City to Salina will be allowed 182 road miles; Engineers operating from Salina to Kansas City will be allowed 180 road miles.

.... Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from Kansas City to Salina will be allowed 197 road miles; Engineers operating from Salina to Kansas City will be allowed 195 road miles.

- (f) Hugo, Colorado will be eliminated as an away-from-home terminal, and Engineers on the Eleventh and Fourteenth Seniority Districts will operate between Sharon Springs, Kansas and Denver, Colorado.

- i. These runs will be manned by Eleventh and Fourteenth District Engineers on the basis of the ratio of miles that the Eleventh and Fourteenth Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Eleventh District Engineers assigned to these runs will be Sharon Springs; the home terminal for Fourteenth District Engineers will be Denver.
 - iii. Engineers operating from Sharon Springs to Denver will be allowed 208 road miles; Engineers operating from Denver to Sharon Springs will be allowed 209 road miles.
- (g) Laramie, Wyoming will be eliminated as a home terminal and Engineers on the Fifth Seniority District will operate between Cheyenne, Wyoming and Rawlins, Wyoming.

- i. The home terminal for these runs will be Cheyenne, Wyoming.

.... Reference Agreement dated Dec. 23, 1971

g)

- ii. Engineers operating from Cheyenne to Rawlins will be allowed 171 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 171 road miles.

....Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from Cheyenne to Rawlins will be allowed 194 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 194 road miles.

- (h) Ellis, Kansas will be eliminated as a home terminal and Engineers on the Ninth and Tenth Seniority Districts will operate between Salina, Kansas and Sharon Springs, Kansas.

- i. These runs will be manned by Ninth and Tenth District Engineers on the basis of the ratio of miles that the Ninth and Tenth Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for these runs will be Salina, Kansas.
 - iii. Engineers operating from Salina to Sharon Springs will be allowed 243 road miles; Engineers operating from Sharon Springs to Salina will be allowed 242 road miles.
- (i) Beatrice, Nebraska will be eliminated as a home terminal and Engineers on the Fifteenth Seniority District will operate between Marysville, Kansas and Council Bluffs, Iowa.

- i. The home terminal for these runs will be Marysville.
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.... Reference Agreement dated Dec. 23, 1971

- i)
 - ii. Engineers operating from Marysville to Council Bluffs will be allowed 156 road miles; Engineers operating from Council Bluffs to Marysville will be allowed 156 road miles.
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.... Reference 2nd Agreement dated Dec. 23, 1971

The provisions of Section 1 of the Agreement dated December 23, 1971 establishing the road miles to be paid Engineers in interdivisional service as provided by the Agreement dated December 16, 1971 shall not apply to Engineers who were assigned to an Engineers' working list during the calendar year 1971; and in lieu thereof, such Engineers will be paid the road miles specified below when such Engineers operate over the following territories in interdivisional service:

Engineers operating from Marysville to Council Bluffs will be allowed 169 road miles; Engineers operating from Council Bluffs to Marysville will be allowed 169 road miles.

- (j) Between Denver, Colorado and Rawlins, Wyoming.
- i. These runs will be manned by Fifth and Fourteenth District Engineers on the basis of the ratio of miles that the Fifth and Fourteenth Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for these runs will be Denver.

- iii. Engineers operating from Denver to Rawlins will be allowed 265 road miles; Engineers operating from Rawlins to Denver will be allowed 265 road miles.

.... Reference Agreement dated 6/12/1975

- 1. For the territory listed below, Engineers having a seniority date as of June 12, 1975 on such territory shall, in lieu of the road miles contained in Part I, Section 1(j) of the Interdivisional Runs Agreement dated December 16, 1971 be paid the road miles listed below when operating in interdivisional service from Denver to Rawlins or Rawlins to Denver.

Employees operating from Denver to Rawlins shall be allowed 280 road miles; employees operating from Rawlins to Denver shall be allowed 280 road miles.

- 2. For the interdivisional service between Denver and Rawlins, Denver shall be considered an outlying point for Fifth District employees shall be allowed \$14.00 for a one-way trip when required to drive their personally owned automobile.

.... Reference Agreement dated 11/03/1977

- I.) Hugo, Colorado will be eliminated as an away-from-home terminal for the Fourteenth and Eleventh Seniority Districts and Sharon Springs will be eliminated as a home terminal for the Eleventh Seniority District and as an away-from-home terminal for the Tenth Seniority District. Engineers will operate between Denver and Oakley.
 - i. These runs will be manned by Fourteenth, Eleventh and Tenth District Engineers on the basis of the ratio of miles that the Fourteenth, Eleventh and Tenth Seniority Districts, respectively, bear to the total miles of the runs.
 - ii. The home terminal for Fourteenth District Engineers assigned to these runs will be Denver; the home terminal for Eleventh and Tenth District Engineers will be Oakley.
 - iii. Engineers operating from Denver to Oakley will be allowed 262 road miles; Engineers operating from Oakley to Denver will be allowed 261 road miles.
- m.) Ellis, Kansas will be eliminated as a home terminal for the Tenth Seniority District and as an away-from-home terminal for the Ninth Seniority District.

Sharon Springs, Kansas will be eliminated as a far terminal for the Tenth Seniority District. Engineers on the Tenth and Ninth Seniority Districts will operate between Oakley and Salina.

- i. These runs will be manned by Tenth and Ninth Seniority District Engineers on the basis of the ratio of miles that the Tenth and Ninth Seniority Districts, respectively, bear to the total miles of the run.
 - ii. The home terminal for Tenth Seniority District Engineers assigned to these runs will be Oakley; the home terminal for Ninth District Engineers will be Salina.
 - iii. Engineers operating from Oakley to Salina will be allowed 191 road miles; Engineers operating from Salina to Oakley will be allowed 192 road miles.
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Section 2 Any of the runs set forth in Section 1, Part I above may be placed in effect by the Carrier upon service on the Organization of a 60-day written notice.

Section 3. The establishment of interdivisional service other than as specifically provided for in Section 1, Part I shall be subject to the provisions of Article VIII of the National Agreement dated May 13, 1971.

PART **II**
MILEAGE ALLOWANCES AND EQUALIZATION OF MILEAGE

Section 1. In 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 Superintendent of the Company, or his designated representative, and Local Chairmen of the BLE will meet periodically for the purpose of making whatever adjustments are necessary to maintain a proper equalization of mileage between the affected districts.

PART **III**
RULES CHANGES

On and after the effective date of written notice served pursuant to Section 2, Part I, of this Agreement the following rules changes will be effective only for Engineers actually engaged in interdivisional service established pursuant to such written notice:

- a) Paragraph (1) of Rule 19(a) "Initial Delay" will be modified as follows:

"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."

b) Paragraph (a) of Rule 17 "Overtime" will be modified as follows:

"On interdivisional runs of 200 miles or less, overtime will begin at the expiration of eight 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 will be paid for on the

minute basis at 3/16ths of the daily rate per hour, according to class of engine or power used.

"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."

.... Reference ID Agreement dated 12/23/1971

Section 3. Overtime paid Engineers in interdivisional service under the provisions of Paragraph (b), Part III of the Agreement dated December 16, 1971 will be computed and paid for on the speed basis of 12-1/2 miles per hour at the rate of time and one-half time.

- c) Disciplinary hearings involving an Engineer who is engaged in interdivisional service will be held at the Engineer's home terminal, except when the majority of the crew lives elsewhere. If attendance at an investigation requires an Engineer to travel the full miles of the interdivisional territory he will be allowed deadhead miles over that portion of the run where he holds no primary rights.

EXAMPLE - A second district Engineer is required to travel from North Platte to Council Bluffs for an investigation. He will be allowed deadhead miles from Grand Island to Council Bluffs to Grand Island.

.... Reference MOU dated 12/16/1971

Section 2. When an Engineer engaged in interdivisional service is required to deadhead to his far terminal to attend a disciplinary hearing as provided by Section 4, Part III, of the Agreement dated December 16, 1971, such Engineer may use the designated lodging facility while required to remain at the far terminal incident to attending such investigation.

- d). Except in case of wrecks, floods, washouts and storms, Engineers manning 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 their trip after obtaining legal rest. In the event of noncompliance with this Paragraph (d) the held Engineer 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.

.... Reference ID Agreement dated 12/23/1971

- e) Paragraph (a) of Rule 70, "Held-Away-From-Home-Terminal", is modified as follows:

"(a) Engineers 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 the regular rate per hour paid them for the last service performed. "

NOTE Rule 70 was changed to 65 in 1978

PART

IV

RETIREMENT ALLOWANCES

Section 1. Engineers on affected seniority districts 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 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 fifteen (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 IV 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 **V**
EMPLOYEES PROTECTION

Every Engineer adversely affected either directly or indirectly as a result of the establishment of interdivisional service under this Agreement shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement, Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed 5 years and to provide further that allowances in Sections 6 and 7 be increased by any subsequent general wage increases.

.... Reference Agreement dated 07/14/1972

In the application of Part V "Employee Protection" the time limit for initiating claims by displaced employees will be 180 days (instead of 90 days) from the date of the effective date of the written notice referred to in Section 2, Part I.

PART **VI**
CHANGES OF RESIDENCE

.... Reference – ID Agreement dated 07/14/1972

~~Any Engineer required to change his residence under this Agreement shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the "two working days"~~

~~provided by Section 10(a) of said Agreement. Under this Section, change of residence shall not be considered "required" if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.~~

Section 1. Any engineer required to change his residence under this Agreement shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement, except that an engineer qualifying for a transfer allowance and the 5 working days allowance under Section 5 of Article VIII of the National Agreement dated May 13, 1971 will, instead of those allowances, be allowed a lump sum of \$1,000. Also, any such engineer who is a 'home owner' shall be allowed \$1,000 as an offset to a possible higher real estate market at his new location. Under this Section, change of residence shall not be considered 'required' if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

NOTE: 'Home owner' as used herein means an employee who, on the date of the written notice referred to in Section 2, Part I of this Agreement owns his own home or who is purchasing his own home under a land contract and who, as a result of the application of this Agreement, is required to change his place of residence within the meaning of Sections 10 and 11 of the Washington Job Protection Agreement and Section 1 of this Part VI.

Section 2.

- a) Any engineer whose home terminal is changed as a result of the application of this Agreement, but who does not immediately change his place of residence, will be allowed 10 cents per mile driving allowance to and from his new home terminal until he changes his place of residence, but in no event will he be entitled to receive such driving allowance for a period of more than 60 days from the effective date of the written notice referred to in Section 2, Part I of this Agreement.

- b) Any engineer whose home terminal is moved a distance of less than 60 miles as a result of this Agreement must, within the 60-day period referred to in Paragraph (a) above, elect in writing and file such election with the Superintendent of the Company and Local Chairman of the BLE whether he will change or not change his place of residence to his new home terminal. In the event any such engineer elects not to change his place of residence or fails to make an election within the 60-day period referred to above he will thenceforth be allowed a \$5.00 driving allowance for each round trip to and from his new home terminal, which driving allowance shall be in lieu of any and all other benefits to which he otherwise may have been entitled under Section 1 of this Part VI.

Section 1. When an Engineer 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 Engineer.

NOTE: Suitable transportation includes Company owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

Section 2. When, in the judgment of the Company, it is necessary because of Engineers operating over unfamiliar territory, pilots may be called to accompany such Engineers for such period and over such territory determined by the Company.

Section 3. Non-interdivisional service will continue to be manned by Engineers from the seniority district over which such non-interdivisional service operates.

Section 4.

.... Reference 1991 PEB 219 National Award

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

Section 5. 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 Carrier 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.

.... Reference Interdivisional LOU dated 12/17/1974

The \$1.50 allowance, as provided for in Part VII, Section 5 of the December 16, 1971 BofLE Interdivisional Service Agreement will be allowed to Engineers deadheading by bus in those instances when, in accordance with the above-mentioned section, such Engineers are not afforded an opportunity to eat enroute. However, in those instances when a deadheading Engineer does have an opportunity to eat, such Engineer is not entitled to receive the payment provided for in Part VII, Section 5.

Section 6. Engineers called for interdivisional service and not used shall be allowed 50 miles and stand first out; and if held on duty to exceed four hours, such Engineer shall be allowed 100 miles and stand first out and shall be restored to his same relative position on the pool board at first opportunity.

Section 7. Pool freight Engineers on a district on which interdivisional service has not been established pursuant to this Agreement shall be entitled to initial terminal delay as provided in Paragraph (a) of Part III of this Agreement if interdivisional service is established on all adjoining districts.

.... Reference – ID Agreement dated 07/14/1972

"Section 8. For a period of 3 months from the effective date of the written notice referred to in Section 2, Part I of this Agreement, an Engineer who works in interdivisional service will be entitled to his pro rata portion of a monthly guarantee of 3700 miles for each full calendar day on which he works in such interdivisional service.

"Section 9. An employee returning to active service as an Engineer from leave of absence, discipline, promotion to an official position with the Company or full time assignment as a representative of the BLE will be given the options and resulting benefits provided for in this Agreement to the extent he qualifies therefore, with time limitations contained herein running from the date of his return to active service.

"Section 10. An Engineer in interdivisional service having time to work under the Hours of Service Act will not be required to exchange trains with an Engineer who is on short time under the Hours of Service Act. In the event of non-compliance with this Section 10 the Engineers 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 position on the board."

PART VIII EXTRA BOARDS

Vacancies in interdivisional service occurring at the away-from-home terminal of the turn will be manned by Engineers from the extra board at the terminal where the vacancy occurs. Such Extra Engineers so used will be deadheaded home after completion of the trip.

PART **IMPLEMENTING PROCEDURE**

IX

Section 1. Notices referred to in Section 2, Part I of this Agreement may be served by

the Company on or after 12:01 AM, January 1, 1972.

Section 2. When a notice is served pursuant to Section 2, Part I of this Agreement establishing interdivisional service on a district or territory having two home terminals, the parties will meet within 7 days of the date of service of such notice to attempt to agree upon how Engineers from the interdivisional pools at each of these home terminals will be used for such interdivisional service. Unless otherwise agreed to by the effective date of the interdivisional service as specified in the notice, the following procedures will apply:

- (a.) A separate interdivisional pool will be established and maintained at each home terminal.
- (b.) Engineers will be called from such interdivisional pools on a first in, first out basis, alternating as between such interdivisional pools so far as practical, with any imbalance in mileage as between such interdivisional pools to be adjusted in accordance with Paragraph (c) of this section.

At the end of each 30-day period the mileage of the respective interdivisional pools will be adjusted pursuant to the ratios prescribed in Section 1, Part I of this Agreement.

Section 3. When a notice is served pursuant to Section 2, Part I of this Agreement establishing interdivisional service on a district or territory having only one home terminal, a single interdivisional pool will be established and maintained at the home terminal and Engineers will operate in interdivisional service on a first-in, first-out basis from that interdivisional pool.

.... Reference agreement dated 07/14/1972

- 5) If the procedures set forth in Part IX "Implementing Procedure" are not working out satisfactorily to either party to this Agreement after 90 days after the effective date of the written notice referred to in Section 2, Part I of the Agreement, the parties signatory hereto will meet to formulate a mutually agreeable procedure for using crews.

PART **X**
NO DUPLICATION OF BENEFITS

The receipt of benefits by an employee under Parts IV, V, and VI of this Agreement shall constitute a waiver of any right of such employee to claim or receive the same or any similar benefits under any other agreement to which the Union Pacific is a party.

PART
EFFECT ON AGREEMENT RULES

XI

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.

This Agreement shall become effective January 1, 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 Omaha, Nebraska this 16th day of December, 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman

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

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer