

APPENDIX B - INTERDIVISIONAL SERVICE
12/16/1971 MOU – ID AGREEMENT

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

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED DECEMBER 16, 1971, BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING ESTABLISHMENT OF INTERDIVISIONAL SERVICE.

~~**Section 1.** Suitable lodgings will be provided for Engineers in interdivisional service in accordance with the provisions of Article II of the June 25, 1964 Agreement which lodgings will be equivalent to the existing lodging facilities now provided. Also, suitable transportation to and from lodging point will be provided for Engineers in interdivisional service where the designated lodging facility is not within one mile of the register point.~~

~~**NOTE:** Suitable transportation includes Carrier owned and provided passenger carrier motor vehicles or taxi, but excludes other forms of public transportation.~~

~~At North Platte, while the existing lack of public transportation persists the Company will there provide shuttle service at regular intervals for Engineers engaged in interdivisional service between the register point and the designated lodging facility. In the event public transportation becomes available at North Platte the provisions of Section 1 will apply. Reference Agreement dated 07/14/1972~~

~~**"Section 1.** Suitable lodgings will be provided for Engineers in interdivisional service. Also, suitable transportation to and from lodging point will be provided for Engineers in interdivisional service where the designated lodging facility is not within one mile of the register point.~~

~~**NOTE 1:** 'Suitable lodging' for employees in interdivisional service will consist of a single occupancy room with a bath or shower, a wash basin, two chairs and a writing table. The room will be cleaned and serviced between each occupancy. The room shall be adequately cooled or heated where climatic conditions at the particular location: normally require such cooling or heating. This will not apply to Company Clubhouses and where there are no facilities reasonably available which qualify as 'suitable lodging' as described herein, the Company will have one year from the effective date of the written notice referred to in Section 2, Part I of the Interdivisional Runs Agreement to provide such suitable lodging.~~

This will not estop the parties from working out an equitable allowance in lieu of providing suitable lodging.

NOTE 2: Suitable transportation includes Company owned or provided passenger carrier motor vehicles or taxi, but excludes other forms of public transportation.

At North Platte, while the existing lack of public transportation persists the Company will there provide shuttle service at regular intervals for Engineers engaged in interdivisional service between the register point and the designated lodging facility. In the event public transportation becomes available at North Platte the provisions of Section 1 will apply."

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.

Section 3. Within a reasonable time after establishment of interdivisional service on any of the territories listed in Part I, Section 1, of the Agreement dated December 16, 1971, the Carrier will, on request of the employee, furnish to an employee working as Engineer on such territory figures representing "average monthly compensation" and "average monthly time paid for" as those terms are used in Section 6(c) of the Washington Job Agreement of May, 1936. The protected period for affected Engineers will commence on the effective date of the notice referred to in Section 2, Part I of the Agreement dated December 16, 1971.

Section 4. It is understood that the road mileage figures set forth in Part I, Section 1, of the Agreement dated December 16, 1971, are intended to represent the actual distances between the designated departure point at the initial terminal of the run and the designated arrival point at the final terminal of the run. If such mileage figures are proved to be other than as listed, such figures will be adjusted accordingly.

Dated at Omaha, Nebraska this 16th day of December 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

/s/ K. R. Swenson
Vice General Chairman

/s/ G. J. Hall
Secretary-Treasurer

UNION PACIFIC
RAILROAD COMPANY

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

12/16/1971 SECOND MOU – ID AGREEMENT

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

MEMORANDUM OF UNDERSTANDINGS

THE FOLLOWING UNDERSTANDINGS SHALL APPLY TO AGREEMENT DATED DECEMBER 16, 1971, BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING ESTABLISHMENT OF INTERDIVISIONAL SERVICE.

Section 1. The following items on engines used in interdivisional service will be maintained in proper condition:

- a. Cab heater
- b. Cab weather stripping
- c. Windshield and wiper
- d. Drinking water

Engineers will report defects of items listed above on proper form supplied for such purpose. Notation by Engineer of defects will contain sufficient detail to enable prompt identification and correction of such defects.

Section 2. A Committee consisting of the General Manager, UPRR, Chief Mechanical Officer, UPRR, and General Chairman, BLE, is hereby formed to study and report to the Vice President of Operations on the feasibility of eliminating or inactivating the safety pedal on engines used in interdivisional service.

Dated at Omaha, Nebraska this 16th day of December 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker

General Chairman

/s/ K. R. Swenson

Vice General Chairman

/s/ G. J. Hall

Secretary-Treasurer

UNION PACIFIC
RAILROAD COMPANY

/s/ O. A. Durrant

General Manager

/s/ F. A. Accord

Chief Mechanical Officer

12/23/1971 AGREEMENT – ID AGREEMENT MODIFICATIONS
AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Section 1. The following provisions of Section 1, Part I of the Agreement dated December 16, 1971 which do not specify mileage allowances for Engineers operating in interdivisional service are supplemented to read as follows:

- 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.

- 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.

- 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.
- 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.

Section 2. Part III of the Agreement dated December 16, 1971 is supplemented to include the following provision:

- 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. "

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.

Dated at Omaha, Nebraska this 23rd day of December, 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker

General Chairman

/s/ K. R. Swenson

Vice General Chairman

/s/ G. J. Hall

Secretary-Treasurer

UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny

Director of Labor Relations

12/23/1971 AGREEMENT – 2nd ID AGREEMENT MODIFICATIONS
AGREEMENT

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

IT IS AGREED:

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:

- a. 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.
- b. 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.
- c. Engineers operating from Cheyenne to Rawlins will be allowed 194 road miles; Engineers operating from Rawlins to Cheyenne will be allowed 194 road miles.
- d. 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.
- e. The road miles specified in Paragraphs (a), (b), (c), and (d) above shall also be paid to such Engineers in interdivisional service for deadheading over the territories listed therein.

Dated at Omaha, Nebraska this 23rd day of December, 1971.

BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

UNION PACIFIC
RAILROAD COMPANY

/s/ E. G. Becker
General Chairman
/s/ K. R. Swenson
Vice General Chairman
/s/ G. J. Hall
Secretary-Treasurer

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