

A G R E E M E N T

between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

---

KANSAS CITY, MISSOURI/OMAHA, NEBRASKA  
INTERDIVISIONAL SERVICE

---

Pursuant to Carrier's notice of March 7, 1991, served under the provisions of Article IX of the BLE National Agreement of May 19, 1986, to establish interdivisional freight service between Kansas City, Missouri and Omaha, Nebraska.

NOTE: The references to Kansas City, Missouri and Omaha, Nebraska encompasses the terminals of these respective locations.

IT IS AGREED:

Section 1. ESTABLISHMENT OF INTERDIVISIONAL SERVICE: Interdivisional freight service will be established between Kansas City, Missouri and Omaha, Nebraska. Falls City, Nebraska will be discontinued as a home terminal and crew change point for crews used in this interdivisional service.

Section 2. HOME TERMINAL: Kansas City, Missouri is designated as the home terminal and Omaha, Nebraska as the away-from-home terminal. In the implementation of this agreement, it is agreed that the source of supply for all jobs on this territory will be Kansas City, Missouri.

Section 3. BOARD STANDINGS: Engineers in this service will be ordered on the board as follows:

- A. Pool freight engineers who are runaround by other pool freight engineers in Kansas City Yard, or enroute between Kansas City and far terminal (Omaha), will upon arrival at far terminal be given the same relative position on the list at far terminal that they held prior to leaving Kansas City.

In the application of this Section A, to be available for return trip to Kansas City, a pool freight engineer, if runaround enroute or at home terminal, must have registered off duty at far terminal prior to the calling time of the train.

- B. Pool freight engineers who are runaround by other pool freight engineers at far terminal (Omaha), or enroute between far terminal and Kansas City, will, upon arrival at Kansas City, be given the same relative position on the list at Kansas City that they held prior to leaving far terminal on last trip.
- C. Pool freight engineers dogcatching out of far terminal and relieved enroute due to insufficient time will be given the same relative position on list at home terminal as held prior to departure from far terminal.
- D. When a pool freight engineer(s) is called for straight away service and is subsequently used to make a lapback or turnaround and is then operated into and out of the away-from-home terminal, the following will govern:

The engineer will be:

- (1) Allowed a basic day penalty in addition to the actual miles run with a minimum of a basic day for service performed. Once an engineer is in this situation, he may be used for multiple turn in and out of the terminal, without regard to the standing of other rested engineers. Upon completion of service he will be either --
  - (a) deadheaded to Kansas City and paid a minimum day at the rate applicable to the class of service last performed, unless actual time consumed is greater in which event the latter amount shall be allowed; or

(b) held on duty for service to Kansas City on an imminent train. For pay purposes engineers so used will begin a new day when departing Council Bluffs.

(2) The provisions of Article 4(k) (Turnaround Service) of the BLE agreement are abrogated for the purposes of this service.

Section 4. RATES OF PAY: All miles run in excess of the miles encompassed in the basic day shall be paid for at the rate calculated by dividing the basic daily rate of pay in effect on May 16, 1986, by the number of miles encompassed in the basic day as of that date. Weight on driver additives will apply to mileage rates calculated in accordance with this provision.

Section 5. MEAL ALLOWANCE AND EATING ENROUTE: Meal allowances and eating enroute will be governed by Section 2(d) and Section 2(e) of Article IX of the May 19, 1986 National Agreement.

Section 6. TRANSPORTATION: Transportation to and from lodging facilities will be furnished at no expense to the employees where distance or other considerations justify. Disputes as to distance or other considerations, not settled locally, will be handled by the General Chairman and the Director of Labor Relations.

When tied up on line of road, crews in this service will be deadheaded to their objective terminal immediately after being tied up. If the relief crew or transportation does not arrive within one hour of the time tied up, a separate payment on a minute basis will be allowed for all waiting time in excess of one hour.

Section 7. LOCAL SERVICE: Engineers in this service will not be used to fulfill the requirements of the August 10, 1946 Agreement covering local service.

Crews in the service established under this agreement will not be required to yard their train at an intermediate terminal and depart with another train to either the home terminal or the away from home terminal, nor will they be required to exchange positions with other employees of an opposing train at the meeting point.

Engineers in this interdivisional service will not be used in construction or work train service.

Section 8. FAMILIARIZATION:

- A. Employees involved in the service herein described, whose assignments require performance of duties on a geographic territory not familiar to them, will be given full cooperation, assistance and guidance in order that the employees' familiarization shall be accomplished as quickly as possible.
- B. Employees whose assignments require performance of duties on a geographic territory not familiar to them will not suffer loss of compensation while familiarizing themselves with such territory.
- C. Familiarization with a new territory should normally require no less than three (3), nor more than six (6) familiarization round trips taken with a thirty (30) day period. In all cases, employees will not be considered approved to operate on such territory until approved by the Manager of Operating Practices. Should an employee have difficulty becoming familiar with the new territory within the limits set forth hereinabove, additional familiarization trips may be required by the Manager of Operating Practices without loss of compensation.
- D. It is understood that familiarization will be accomplished by calling a qualified engineer pilot, or assigned to a regular assigned through freight engineer or Manager of Operating Practices to work with an engineer called for service on a geographic territory not familiar to him.

**NOTE:** It is intended to complete the majority of the necessary initial familiarization on unfamiliar territories in the first ninety (90) days following implementation of this Agreement. In those instances where familiarization trips are required subsequent to said ninety (90) day period, a Manager of Operating Practices will not be used as a pilot for such purpose unless there is no qualified engineer available on the extra board.

**Section 9. DEADHEAD:** Regularly assigned pool freight engineers will receive full mileage for deadheads from terminal to terminal in excess of two (2) in a pay period.

In the application of this Article VIII, the Carrier may deadhead other than the first out crew without penalty in order to avoid deadheading a crew more than two (2) times in a pay period.

**Section 10. INVESTIGATIONS:** Investigations involving employees in this service will be held at such time and place as will cause as little travel, inconvenience, and loss of time as practicable to all employees involved. If attendance at an investigation required an employee to travel to any point away from his/her home terminal or to a point off his/her seniority district, deadhead mileage over that portion of the run where he/she formerly held no rights will be paid. Compensation for time lost or time for attending the investigation or hearing will be determined under existing agreement rules, provided, however, that deadhead pay for going to and from the investigation and pay for attending the investigation will be included in computing loss of earnings.

In the event the investigation lasts more than one day, the provisions of Article II (Expenses Away From Home) of the June 25, 1964 Agreement, as amended, will apply.

Section 11. PROTECTION: All permanently assigned employee(s) occupying a position on the effective date of this Agreement abolished as a result of the implementation of this service, will be entitled to the protective benefits of Article IX, Section 7 of the May 19, 1986 Agreement which reads as follows:

"Every employee adversely affected either directly or indirectly as a result of the application of this rule 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 six years and to provide further that allowances in Section 6 and 7 be increased by subsequent general wage increases.

"Any employee required to change his residence 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 thirty miles from his former reporting point.

"If any protective benefits greater than these provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article."

Employees in active service (regular or extra) on the effective date of this agreement in the territory covered by this agreement residing at or in the vicinity of Falls City, Nebraska, i.e., closer to Falls City than Kansas City via the most direct highway route and are required to change their residence, will be afforded one of the following options:

- (1) Accept the change of resident benefits provided in Article IX, Section 7 of the National Agreement of May 19, 1986, as further clarified by Side Letter 2 of this Agreement.
- (2) Accept a lump sum of \$32,500.00 if on January 1, 1992, the employee owns his/her own house or is under contract to purchase his home.
- (3) Accept a lump sum of \$10,000.00 if on January 1, 1992, the employee does not own a home or is not under contract to purchase a home.

If an employee elects option 2 or 3, such elective is in lieu of any and all benefits to which the employee is entitled under Article IX, Section 7 of the National Agreement of May 19, 1986.

Employees assigned to other than this through freight service will not be required to relocate to Kansas City, Missouri. If they are later recalled to or required to exercise seniority to a position at Kansas City, they will be entitled to one of the options set forth above.

Employees assigned to locals, TSE, or reserve board initially will not be required to relocate to Kansas City, Missouri. If they are later recalled to or required to exercise seniority to a position at Kansas City, they will be entitled to one of the options set forth above. In recognition of the fact that Falls City is being eliminated as a terminal, such employees may elect Options 2 or 3 twelve months following implementation and will be deemed as having been relocated to Kansas City. They, however, may wait until actually required to relocate and at that time elect Options 1, 2 or 3.

Section 12. PROBLEM RESOLUTION: If problems should arise over the application of this Agreement, the parties agree to meet promptly to resolve such problems. This section does not preclude the right of employees to file time claims.


Section 13. SAVINGS CLAUSE: To the extent the rules of the Schedule Agreement may conflict with this Agreement, this Agreement will apply.

Section 14. EFFECTIVE DATE: This agreement shall become effective <sup>July</sup>~~June~~ 1, 1992.

Signed at Omaha, Nebraska, this 31st day of March, 1992.

FOR THE ORGANIZATION:

FOR THE CARRIER:

  
M. D. Waldemer  
General Chairman, BLE

\_\_\_\_\_  
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 1

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 10, PROTECTION, of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this Section, it was agreed that if an employee lost time as a result of conducting union business and was entitled to protection as a result of the implementation of this interdivisional service, such time would be counted in the computation of their protection rates under this agreement. It further was agreed that the Organization would provide the Carrier a record of the lost earnings of such employees.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in cursive script, appearing to read "M. D. Waldemer". The signature is written in dark ink and is positioned above the typed name.

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 2

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 11, PROTECTION, of the Agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions the computation of comparable housing and loss of sale of home was reviewed. It was agreed that the following principles would apply:

- (1) An employee electing Option 1 would be entitled to a comparable housing allowance and if applicable, a loss of sale of home.
- (2) Comparable housing would be based on 20% of the appraised value of the employee's home as of March 7, 1991. Such allowance will not in any event exceed \$25,000.00.
- (3) If the employee sells his/her home for less than the appraised value as of March 7, 1991, the Carrier would pay to the employee the difference between the sale price and the appraised value.

Example: An employee elects Option 1 and his/her home is appraised at \$70,000.00. The employee would be entitled to a comparable housing allowance of \$14,000.00. If the employee sells his/her home for \$60,000.00, the employee additionally would be paid a loss of sale of home allowance of \$10,000.00.

Mr. M. D. Waldemer  
March 31, 1992  
Side Letter No. 2 (con't)


If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492a.WEN

AGREED:

  
M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 3

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville IL 62223

Dear Sir:

This has reference to the Memorandum of Agreement establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our negotiations, the Organization expressed concern regarding the instructions issued to appraisers. Your primary concern was that these instructions could possibly be misinterpreted to discount the fair value of an employee's home.

This will confirm discussion regarding the intent of the language "normal market time" contained in the instructions to the appraisers. The appraisers are not to reduce the fair value of a home based upon the length of market time required to sell a home on March 7, 1991. For example, if a home is worth \$100,000 without considering market time, the appraisal of the home will not be reduced because the home may require more than the "average" market time.

The other instructions to the appraisers which reflect competitive listings, supply and demand, and overall market conditions, etc. are not intended to reflect the current market conditions which may be brought about by the relocation to Kansas City but rather, should reflect the conditions of the market in Falls City, Nebraska, prior to March 7, 1991. It is also to be understood that the availability of financing is not to be used to discount the fair value of an individual's home.

It was further agreed that only appraisers that are certified as an SRA (Society of Real Estate Appraisers) or an MAI (Member of Appraisal Institute) will be used to make the appraisals. Also,

Mr. M. D. Waldemer  
March 31, 1992  
Side Letter 3 (con't)

any employee may submit the name of an appraiser carrying a rating of SRA or MAI to the Carrier and the appraiser will then be added to the list of names of appraisers to be used by the employees. The group selected by the Union Pacific to handle the relocation service will in no way try to influence as appraiser.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492a.WEN

AGREED:



M. D. Waldemer

General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 4

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville IL 62223

Dear Sir:

This is to confirm our various discussions concerning the Agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this agreement, it was agreed that if employees elected to accept the relocation benefits of Article IX, Section 7 of the May 19, 1986 Agreement, such employee would receive a driving allowance of 28 cents per mile for driving between their present residence and their new on-duty point in Kansas City. Such driving allowance will be available commencing with the implementation of this agreement and continue for a period of thirty days. Such employee also would be entitled to utilize the Company provided lodging facilities in Kansas City for this same time period.


If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

  
M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 5

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is in reference to our various discussions concerning the agreement establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our negotiations, it was agreed that upon the request of an employee who is presently residing in the Falls City area and who is involved in this service, including extra board, the Carrier will to the extent practicable give such employee a three hour call for service. If the three hours requested is not afforded, no penalty will be applied to the employee.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in dark ink, appearing to read "M. D. Waldemer". The signature is written in a cursive, flowing style with some loops and flourishes.

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 6

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning the application of Section 11, PROTECTION, of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this Section in regard to the relocation of employees it was recognized that unusual situations may arise which will work a hardship on employees if they are required to change their residence. If such situations do arise, the parties will meet to attempt to compose the issues on a reasonable basis.


If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

  
M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 7

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning the Agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this agreement, you expressed concern that the Carrier would use this agreement as a means to consolidate this road board with the Kansas City Terminal yard board. I advised that it was not the Carrier's intention to consolidate these boards at this time and would not utilize this agreement to accomplish that consolidation. I did emphasize that the above commitment did not preclude me from approaching you at some future time concerning such a consolidation.

It was understood that if the Carrier should seek to accomplish such a consolidation the BLE retained all of their rights with respect to such a proposal.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in dark ink, appearing to read "M. D. Waldemer". The signature is written in a cursive style with a large, sweeping initial "M".

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 8

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 3, BOARD STANDINGS, of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

In the application of this section it was understood that employees would not be entitled to runaround payments because they did not depart in their first-in, first-out order at the home or far terminals.

You further assured me that such claims would neither be filed nor progressed on behalf of the employees.


If the foregoing correctly sets forth the understanding, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

  
M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 9

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this agreement, you were advised that the mileage between Kansas City, Missouri and Omaha, Nebraska was 204 miles. It was emphasized that the miles of the run may vary based upon where the trains depart and/or are yarded.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in cursive script, appearing to read "Mark D. Waldemer".

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 10

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 11, PROTECTION, of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions you were assured that to the extent employees from this seniority district who are working in Omaha, Nebraska are affected by this service, they would be entitled to the benefits provided under this agreement.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in cursive script that reads "M. D. Waldemer".

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



March 31, 1992

SIDE LETTER NO. 11

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 11, PROTECTION, of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this agreement, we were unable to agree as to the length of protection to be extended to employees. It was agreed this issue would be submitted to arbitration. The language included in Section 11 of the agreement is, therefore, without prejudice to the respective positions of either part on this issue.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in cursive script, appearing to read "M. D. Waldemer". The signature is written in dark ink and is positioned above the typed name.

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 12

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 8, FAMILIARIZATION, of the agreement dated March 31, 1992, establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions of this agreement, there was some concern expressed over the minimum number of familiarization trips to be taken. It was agreed that if an employee who was not qualified on the territory but had worked the territory as an engineer during the past year, the minimum would be between three and six round trips. If the employee has not worked the territory as an engineer during the past year, the minimum number of round trips will be six.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492.WEN

AGREED:

A handwritten signature in cursive script, appearing to read "M. D. Waldemer".

M. D. Waldemer  
General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

March 31, 1992

SIDE LETTER NO. 13

Mr. M. D. Waldemer  
General Chairman, BLE  
708 South 59th Street  
Belleville, IL 62223

Dear Sir:

This is to confirm our various discussions concerning Section 11, PROTECTION, of the agreement dated March 31, 1992 establishing interdivisional service between Kansas City, Missouri and Omaha, Nebraska.

During our discussions it was pointed out that employees displaced from Falls City, Nebraska would not necessarily displace into the pool at Kansas City but could displace at other locations. It was agreed that employees displaced from these locations would also be entitled the benefits set forth in Section 11 of the agreement.

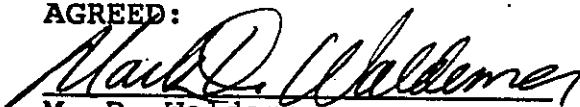
If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

W. E. NARO  
Director Labor Relations

020492a.WEN

AGREED:

  
M. D. Waldemer  
General Chairman, BLE

