

Married Pool Agreement

MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
THE UNITED TRANSPORTATION UNION AND
THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS
REGARDING THE ASSIGNMENT OF
TRAINMEN AND ENGINEMEN POOLS
AT SOUTH MORRILL, NEBRASKA AND BILL, WYOMING

In recognition of the request of both Organizations (the UTU and the BLE) that Trainmen and Enginemen pools at both South Morrill, Nebraska and Bill, Wyoming, respectively, become merged to a single pool number, this Memorandum is being reached. Example: Trainman Pool No. 1 will correspond with Enginemen Pool No. 1, etc.

Based on this request, it is agreed that, beginning October 1, 1992, pool cars will be established which will consist of both an engineer and conductor position. Both the engineer and the conductor occupying a particular pool car will be ordered together when their service is required.

Vacancies on pool car assignments will be filled as follows:

ENGINEERS

TRAINMEN

First, from the Engineers' extra board;

First, from the Conductors' extra board;

second, set up to engine service the senior, qualified, available, set back engineer at the point;

second, from the youngest, rested, available conductor who can be used off their pool assignment; and

third, from the youngest, rested, available engineman who can be used off of their pool assignment; and

finally, if a conductor or engineer has been used in emergency as described in step 2 or 3 above, upon his or her return to the home terminal, the engineman or trainman will be returned to his original pool assignment or will be allowed to wait for its return unless used in accordance with the second (Trainmen) or third (Enginemen) option listed above. Pool engineers or trainmen used in emergency will be held pending return of their assigned pool.

It is further agreed that, if either the engineman or conductor on a pool car requests and is granted rest beyond the minimum requirements, the additional rest period will apply to both incumbents of that pool car.

This Agreement may be cancelled by either the UTU, BLE or the Carrier upon serving ten days' written notice.

This Agreement will be effective on October 1, 1992.

FOR THE UNITED TRANSPORTATION UNION

David R. Shack
General Chairman

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

John M. [Signature]
Assistant Vice President
Labor Relations (Operating)

FOR THE BROTHERHOOD OF LOCOMOTIVE
ENGINEERS

B. H. [Signature]
General Chairman

UNDERSTANDINGS REACHED
TO UNIFORMLY IMPLEMENT
THE MEMORANDUM OF AGREEMENT
CONCERNING POOL CREWS AT
SOUTH MORRILL AND BILL

1. Both the addition of pool crews and permanent vacancies will be advertised for three days.
2. All vacancies bulletined as described in Item 1 will be filled at the end of three days from the senior applicants. Permanent engineer vacancies may be immediately filled by Engineers from the standing bids on file.
3. In the event that the number of pool cars is to be reduced, the highest numbered pool cars in that particular pool will be the cars eliminated when reductions occur.
4. In the event that both the Engineer and Conductor positions are vacant on a particular pool car and it is that particular pool car's turn to go out, if both the Conductors' and Engineers' extra boards are exhausted, the pool car will be "tabled," with the caller's proceeding to the next available pool car and the pool car which has been tabled remaining first out until either the Engineer or Conductor assigned to that pool car returns or an Engineer or Conductor becomes available on the extra board. At that time, the vacancies will then be filled in accordance with the Memorandum of Agreement.
5. Engineers protecting service on extra boards at Bill or South Morrill will be allowed to exercise their seniority at either Bill or South Morrill after having protected service from the extra for at least 30 days. Such exercise of seniority cannot be made within 48 hours of a holiday, and only two engineers within a five-day period may make such a displacement.

Item No. 4 is being included in this Understanding to ensure to whatever degree possible that the pool crews remain intact and to avoid utilizing employees from other pool cars as much as possible.

Item 4 of the October 1, 1992 Memorandum Agreement concerning pool crews at South Morrill and Bill states in part:

"In the event that both the Engineer and Conductor positions are vacant on a particular pool car and it is that particular pool car's turn to go out, if both the Conductors' and Engineers' extra boards are exhausted, the pool car will be "tabled," with the caller's proceeding to the next available pool car and the pool car which has been tabled remaining first out until either the Engineer or Conductor assigned to that pool car returns or an Engineer or Conductor becomes available on the extra board."

ITEM 4

B.L.E. Division 31

Steven D. Garls
Local Chairman
911 Riverbend Ct.
Douglas, WY 82633

Telephone (307) 358-9367
Fax (307) 358-9273

August 8, 1997

L.A. Lambert
General Director
Labor Relations-Operating-North
1416 Dodge Street
Omaha, Nebraska 68179-0001

Dear Mr. Lambert,

In your letter dated July 24, 1997 canceling the Memorandum Agreement of October 1, 1992 regarding the assignment of trainmen and engine pools at South Morrill, Nebraska and Bill, Wyoming, you advised CMS Director Dein this agreement would be officially cancelled beginning at 12:01 a.m. August 15, 1997. In the letter of understandings attached to the memorandum of agreement concerning pool crews at South Morrill and Bill, certain conditions in item 5. had to be met before enginemen could exercise their seniority off the extraboards at either location. It is our concern that this practice would no longer be allowed when the memorandum agreement is cancelled beginning August 15, 1997.

item 5. Engineers protecting service on extra boards at Bill or South Morrill will be allowed to exercise their seniority at either Bill or South Morrill after having protected service from the extra board for at least 30 days. Such exercise of seniority cannot be made within 48 hours of a holiday, and only two engineers within a five-day period may make such a displacement.

On August 6, 1997 Local Chairman Steve Garls contacted CMS Director, Mr. Dein, concerning the possible elimination of the 30 day seniority option for enginemen at Bill and South Morrill. Mr. Dein informed Mr. Garls that he had no problem with this practice continuing after the "married pool" agreement is cancelled.

L.A. Lambert
Page 2
August 8, 1997

If you are agreeable to allowing the enginemen at Bill and South Morrill the option of exercising their seniority from the extraboards after a 30 day period to remain in effect, please indicate by signing below.

Sincerely,



Steve Garls
Local Chairman
BLE Division 31
911 Riverbed Ct.
Douglas, WY 82633



Floyd Manning
Local Chairman
BLE Division 303
2209 6th Avenue
Scottsbluff, NE 69361

I concur:

OK
B. D. MacArthur
Gen. Chairman

L.A. Lambert
General Director-Labor Relations-North

cc: B.D. MacArthur
T.L. Dein

**MEMORANDUM OF AGREEMENT
#1610309705**

between the

**UNION PACIFIC RAILROAD COMPANY
For The Territory Chicago & NorthWestern**

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**RELINQUISHING EXTRA BOARD ASSIGNMENTS --
BILL AND SOUTH MORRILL**

At the request of the Organization, Carrier is agreeable in adopting the following provision with respect to locomotive engineers at South Morrill and Bill:

Engineers protecting service on extra boards at Bill or South Morrill will be allowed to exercise their seniority at either Bill or South Morrill after having protected service from the extra board for at least thirty (30) consecutive days. Such exercise of seniority will not be permitted within forty-eight (48) hours of a holiday, and only two (2) engineers within a five (5) day period may make such a displacement.


The above conditions will become effective on 11/1/97 and will thereafter remain in effect unless cancelled by either party with the serving of a ten (10) day advance notice. Additionally, it is understood this agreement is made without prejudice to either party's position and will not be cited as a precedent in any future situation.

Signed this 23 day of OCTOBER, 1997.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**


B. D. MacARTHUR
GENERAL CHAIRMAN

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**


L. A. LAMBERT
GENERAL DIRECTOR LABOR RELATIONS

10/07/98

BLE

MEMORANDUM OF AGREEMENT #1607019848

**between the
UNION PACIFIC RAILROAD COMPANY**

**for the territory
CHICAGO AND NORTH WESTERN**

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

NEW INTERDIVISIONAL POOL FREIGHT OPERATIONS SOUTH MORRILL AND BILL, WYOMING

The Union Pacific Railroad Company (hereinafter referred to as Carrier) and the Brotherhood of Locomotive Engineers (hereinafter referred to as the Organization), pursuant to the provisions set forth in the May 19, 1986 BLE National Arbitration Award, have arranged to implement new interdivisional pool freight service operations between South Morrill, Nebraska, and the Coal Mines of the Powder River Basin.

NOTE: As used in this Agreement the term interdivisional pool freight service includes interdivisional, interseniority district, intradivisional, and/or intraseniority district service.

Accordingly, the new interdivisional pool freight service operations established under this Agreement will be as follows:

ARTICLE 1 - TRAIN OPERATIONS

Section 1 - New Pools

- (a) On the date of implementing this Agreement, new interdivisional pool freight service will be established with a home terminal of South Morrill. Wright and Bill, Wyoming, will be the away-from-home terminals. As set forth in this Agreement, the South Morrill pool will not perform any other service except straightaway pool freight service. The South Morrill Extra Board will protect all other services as well as vacancies in pool freight and unassigned work train service.

- (b) On the same date of implementing this Agreement, new interdivisional pool freight service will be established with a home terminal of Bill. Gillette will be

the away-from-home terminal. As set forth in this Agreement, the Bill pool will perform all services with the extra board only protecting vacancies, unassigned work trains and unassigned helper service.


- (c) For purposes of this Agreement and until notified otherwise by Carrier, the lodging facilities at Wright and Gillette will be the designated on/off-duty points.
- (d) (1) The one-way district mileage for these new interdivisional operations will be: South Morrill - Bill = 146; South Morrill - Wright = 188; Bill - Gillette = basic day.
- (2) The above-listed one-way district miles will be the minimum mileage for service and/or combination service and deadhead.

Section 2 - Pool Operation

- (a) South Morrill interdivisional pool freight crews will be permitted to operate west (compass direction north) from South Morrill up to but no farther than Reno Junction, BN Mile Post 40.6 (Small Road). Except as provided in Section 6, the crews will operate in straight-away service, tying up at Wright or Bill.

- (b) Bill interdivisional pool freight crews will be permitted to operate west (compass direction north) from Bill to the end of Carrier's line in straightaway service tying up at Gillette or in turnaround service and/or combined deadhead service returning to Bill, Wyoming. Bill pool crews may also operate south to BN Mile Post 90.5 (Trinity Car Shops).
- (c) Interdivisional pool crews at South Morrill and/or Bill may receive or leave their trains at any point within their designated territory. Carrier will provide the crews transportation to/from the on/off duty point which in all cases will be considered in combination with their service trip. The first available means of transportation will be provided to employees.
- (d) Except in those emergency situations outlined in Section 6 of this Article, crews will not be transported/deadheaded by trains. Other forms of transportation will be used and Carrier will avoid, when possible, the use of commercial bus lines.
- (e) South Morrill crews tied up at Bill or Wright and Bill crews tied up at Gillette, will upon call for subsequent service operate and/or deadhead to their home terminal. The crews will not be tied up again at another away-from-home terminal except under the conditions set forth in Section 6 of this Article.

Section 3 - Rotary Pools

-  (a) Subject to Section 4 of this Article, the new interdivisional freight service pools under this Agreement will be rotary pool freight service with first in, first out conditions to apply at both the home and the away from home terminals. The arrival time of the crews will determine the first in conditions. However, at the request of the Local Chairman and with the concurrence by CMS, the pool at South Morrill may be changed to "blueprint" conditions.
- (b) Employees granted additional rest (over and above the hours prescribed by the Hours of Service Law) at the home and away-from-home terminal, in accordance with Schedule Rules, will be permitted to retain their turn in the pool and in the event it becomes first out prior to completion of the employee's rest, the pool turn will remain in that standing until the employee is available.
- (1) Employees by-passed by other crews under this Subsection (b) will not be considered runaround.

Section 4 - Selection For Away-From-Home-Terminal (AFHT) Crews

As stated in Section 3(a), rotary pool, first-in/first-out conditions will apply at the AFHT's. In this regard, each AFHT will be considered a separate pool for crews and crew selection will be based on rest and the location of the loaded trains for operation east (compass direction south) under the following steps:

- (1) For trains north of BN Mile Post 40.6 (West Reno):
 - first call...rested AFHT Bill crews at Gillette
 - second call...rested home terminal pool crews at Bill
- (2) For trains at or South of Mile Post 40.6, but at or north of BN Mile Post 52.3 (East Reno):
 - first call...rested AFHT South Morrill crews at Wright
 - second call...rested AFHT South Morrill crews at Bill
- (3) For trains south of MP 52.3:
 - first call...rested AFHT South Morrill crews at Bill
 - second call...rested AFHT South Morrill crews at Wright.

Section 5 - Extra Boards

- (a) The extra board at South Morrill will protect all vacancies in the interdivisional pool as well as short turnaround, unassigned work train and/or other unassigned service. The extra board will also protect all hours of service relief as set forth in Section 6.

- (b) The extra board at Bill, Wyoming, will protect all vacancies in the interdivisional pool, as well as unassigned helper, and/or other unassigned service. The Bill Interdivisional Pool will protect all Hours of Service relief as set forth in Section 6 under the following conditions:

Section 6 - Hours of Service

- (a) For South Morrill crews relieved under the hours of service between Bill and Mile Post 213, the Bill pool will protect the service in both directions. For relief between South Morrill and Mile Post 253, the South Morrill Extra Board will protect the service in both directions.

(b) Between Mile Post 213 and 253, Hours of Service relief for South Morrill crews may be performed by either the South Morrill Extra Board or the Bill pool.

(c) For relieving under Item (a) or (b) above, the following will apply:

(1) Trains operating west (compass direction north)

- If the South Morrill Extra Board is used, the extra board employees will continue the straightaway operation, tying up at Bill or Wright. The South Morrill crew relieved will return to South Morrill, paid no less than 146 miles or time on duty, whichever is greater and placed last out in the pool.
- If the Bill pool is used, the employees will continue the normal train operation and upon completion of service will be returned to Bill in combined service. The South Morrill crew relieved will be deadheaded in combined service to Bill (paid not less than 146 miles or time on duty, whichever is greater) or Wright (paid not less than 188 miles or time on duty, whichever is greater).

(2) Trains operating east (compass direction south)

- If the South Morrill Extra Board is used, the extra board employees will continue the straightaway operation, tying up at South Morrill. The South Morrill crews relieved will be deadheaded in combined service to South Morrill. If the South Morrill crew took charge of their train at Reno Jct., they will be paid no less than 188 miles or time on duty, whichever is greater. Otherwise, crews will be paid no less than 146 miles or time on duty, whichever is greater.
 - If the Bill pool is used, the employees will continue the straightaway operation and upon arrival at South Morrill will be deadheaded in combined service back to Bill. The South Morrill crews will be deadheaded in combined service to South Morrill and paid as set forth above.
- (d) Except as provided above, when a South Morrill Interdivisional crew is relieved between terminals under the Hours of Service Act, such crew will be considered in combination deadhead and service and will be transported to their intended final terminal except when snow blockage, fire, washout,

accident or other Acts of Providence make it impractical. In those emergency situations, when the crew is returned to the initial terminal, the employee will be placed first-out when rested and will be compensated actual miles operated or time on duty, whichever is greater. If the crew is returned to the initial terminal and it was not a result of snow blockage, fire, washout, accident or other Acts of Providence, such employee will be paid for the combined tour of duty no less than 188 miles and placed last out.

- (e) Hours of Service relief for Bill crews will be protected by the Bill pool.
- (f) The first available means of transportation which will be considered in combination with service will be provided to employees relieving or relieved under the Hours of Service.
- (g) Multiple Hours of Service trips are permissible with all time or mileage (whichever is greater) paid on a continuous basis.
- (h) Nothing in this Section prevents the use of other CNW enginemen to perform Hours of Service relief work currently permitted by other agreements, schedule rules and/or National Agreements. Further, it is understood that nothing restricts Carrier's existing right to utilize interdivisional pool freight

crews which operate from terminal to terminal from taking charge of a train anywhere between their terminals.

Section 7 - Short Turnaround and Helper Service

- (a) All short turnaround service out of Bill will be performed by the Bill Interdivisional Pool. At South Morrill the service will be protected by the extra board. Multiple short turnaround trips during a tour of duty are permissible with all time or mileage operating (whichever is greater) paid on a continuous basis. Crews utilized for short turnaround service who depart their home terminal a second time after being on duty eight (8) hours will be compensated, in addition to time or miles, an additional basic day's pay.
- (b) Any deadhead/transportation of crews (to/from train) will be considered in combination with their service trip. The first available means of transportation will be used.
- (c) Extra unassigned helper service to be performed by Carrier north and south of Bill will be protected by the Bill Extra Board. It is understood assigned

helper service may operate in and out of Bill without additional compensation.

Section 8 - Loading Service

- (a) Carrier may call for crews to perform the loading of coal trains at various mines and if such call is made, Bill interdivisional pool freight crews will protect the service.
- (b) Crews will be provided transportation to and from the various mines and all such service will be combined with time or miles paid, whichever is greater.
- (c) In this loading service, Bill interdivisional pool crews may also operate trains to and from the various mines and/or home terminal of Bill and should such crew depart Bill a second time after being on duty eight (8) hours, the crew will be compensated, in addition to time and miles, an additional basic day.

Section 9 - Operations at Bill South Morrill Pool freight crews may operate through or be transported back to Bill for tie-up. The crews will be paid actual miles operated with no claims for terminal release. For the initial operation through Bill, this away-from-home

terminal will be considered as an intermediate point. Departure and/or terminal runarounds will not apply for crews operating through Bill or for crews who are called on duty at Bill. Bill pool freight crews may also operate south of Bill for Hours of Service or Mile Post 90.5 (Trinity). As in the South Morrill crews, the Bill crews will be paid actual miles with no claims for terminal release and/or departure runarounds at Bill when the crews operate through Bill on the initial service trip.

ARTICLE II

INTERDIVISIONAL COMPENSATION AND GENERAL WORKING RULES

Section 1 The thirty (30) mile zone at South Morrill as specified in the CNW/Union Pacific Merger Agreement will apply to this service.

Section 2 The miles paid in this interdivisional service shall be the actual miles run which includes transportation and combined service and deadhead. Highway miles or rail miles whichever is greater in transportation and combined deadhead will be paid.

Section 3 The conditions set forth in this Section will apply to the employees engaged in interdivisional service as set forth in this Agreement.

- (a) The basic day, rates of pay and other operating conditions for employees engaged in interdivisional service will be governed by the following Agreements:
- The May 19, 1986 BLE National Arbitration Award
 - The November 7, 1991 BLE Implementing Document
 - The 1992 CNW Memorandum of Agreement (Crew Consist) as amended by the June 6, 1996 Understanding
 - The May 31, 1996 National Agreement
- (b) In order to expedite the movement of trains, all crews operating in this new interdivisional pool freight service the Carrier shall determine the conditions under which employees working in this service may stop to eat. When such employees do not stop to eat, the employees shall be paid an allowance of \$1.50 for the trip as provided in National Agreements.
- (c) Employees working in this interdivisional pool freight service operations will be allowed the applicable away from home terminal meal allowances as provided in National Agreements.
- (d) For existing employees overtime in this interdivisional pool freight service shall be computed in accordance with the applicable Agreements,

Documents and Awards cited in Subsection (a), or after the expiration of twelve (12) hours on duty, whichever first occurs. For new employees hired on or after the date of this Agreement, overtime will commence in accordance with the aforementioned Agreements, Documents and Awards.

- (e) All arbitraries paid in interdivisional pool freight service will be in accordance with existing agreements as modified by this Agreement, as well as agreements, documents and awards cited in Subsection (a).
- (f) Lodging at Bill and all conditions thereof will be in accordance with the provisions of the BLE July 11, 1983 Coal Line Agreement. Lodging at Gillette and Wright will be governed under the conditions of the Basic Schedule of Agreement.
- (g) For existing employees in this interdivisional pool freight service held at other than their home terminal, they will be paid continuous time for all time held after the expiration of sixteen (16) hours from the time released from duty until time on duty. For new employees hired on after the date of this Agreement, they will be paid a maximum of eight (8) hours held-away compensation in every twenty-four (24) hour period beginning after the first sixteen (16) hours.

NOTE: The term "time on duty" is applicable for train operation not deadheading. On deadheading, held-away ceases upon departure.

- (h) It is understood the term "engaged in interdivisional service" as set forth in this service does not apply to employees performing work train, yard and/or helper service.

Section 4 - On and Off Duty Points

- (a) The on and off duty points of crews engaged in interdivisional service will be the existing facilities at South Morrill and Bill and the lodging facilities at Wright and Gillette.
- (b) For crews tied up at Bill, the computation of final terminal delay shall begin when upon final arrival and when the engine arrives at or passes the entrance to the yard (MP80.7 from north and MP85.6 from south).
- (c) For crews arriving at South Morrill, the computation of final terminal delay shall begin when the engine arrives at or passes the entrance to the yard (MP162.1).

- (d) For crews relieved of their trains on the main line who will be tied up at Bill, Wright and/or Gillette, final terminal delay will commence when the time the crew is relieved of their train. For crews relieved of their trains on the private coal lines, final terminal delay will commence upon entrance of the switch on the private line.

Section 5 - Familiarization

- (a) Upon implementation of this Agreement, any employees who are not qualified on the territory assigned will not be required to lose time or "ride the road" on their own time in order to qualify. The Carrier will determine the number of familiarization trips needed for each employee and for each run. Local union representatives will be advised of the number of trips.
- (b) When possible, a qualified employee working in the same craft from one portion of the new run will ride with a qualified employee from another portion of the run. In this way, the employees will be able to assist one another during familiarization. The applicable additional training allowance to the trainers for such service will be paid.

ARTICLE III - IMPLEMENTATION

Section 1 (a) The Carrier will post bulletins under the provisions of the current Agreement at least thirty (30) days in advance of the actual date of implementing this Agreement. The bulletin will indicate the number of new interdivisional pool turns to be established at South Morrill and the number of additional extra board positions to be added to the existing South Morrill extra board.

(b) The advanced bulletin will also indicate the pool turns and/or extra board positions to be abolished at Bill in conjunction with the new positions to be added under Subsection (a) of this Section. This bulletin will also indicate the current employees assigned to the positions which will be abolished.

NOTE: The General Chairman and Local Chairmen will be issued copies of the bulletin described in Subsection (a) and (b), above.

(c) Subsequent to the initial bulletin implementing this Agreement, all future additional pool or extra board positions added to the new

interdivisional pool freight service at South Morrill and the offsetting abolishment of positions at Bill, Wyoming will also require the same thirty (30) day advanced notice set forth in Subsection 1 of this Article.

- (1) If a junior employee at Bill is reduced from the working list and displaces at South Morrill, and Carrier does not subsequently reduce the junior most employee at South Morrill, such displacement will be considered as a force change under this Article with the employee afforded the benefit set forth in Article IV.

- (2) Positions added at South Morrill which do not result in any offsetting abolishments at Bill or positions added at Bill will be posted and assigned under the normal time frame and procedures set forth in the Basic Schedule of Agreement. It is understood, if Carrier does not receive voluntary application for positions added at South Morrill, it will not be permitted to force a junior employee at Bill who is occupying a pool turn, extra board or helper position. If Carrier chooses to reduce the junior

employee at Bill, such action will be considered as the same force change as outlined in Item (1) above.

Section 2 (a) Employees desiring to apply for any of the new positions established under Section 1 (a) and (c) must submit their application to Carrier's Crew Management Office (CMS), with copy to the Local Chairman, within fifteen (15) days from date of bulletin.

(b) In the event no applications or an insufficient number of applications are received for the new positions, notice will be issued to the senior demoted engineer on the Western #6 Seniority District who are not assigned to any of the new interdivisional pool turns or extra board positions, advising said employees they have been force assigned to the vacant positions. All force assignments will be in accordance with schedule rules.

Section 3 Bulletined positions on existing pool turns and/or extra board positions will be filled by the schedule rules.

Section 4 (a) Employees assigned to the new positions established under Section 1 of this Article will assume the duties of their new positions at 12:01 a.m. on the effective date.

NOTE: Employees already engaged in service at 12:01 a.m. will complete such service and upon tie-up at the home terminal will assume their new position/terminal.

(b) Employees not having access to the new positions established under Section 1 as a result of being on a leave of absence, vacation, etc., will be permitted to displace junior employees.

Section 5 The new pool turns and/or extra board positions established by this Article will be placed in the order of the employee's seniority date. In other words, the senior employee on a new pool turn will be placed first while the junior most employee will be placed last out.

ARTICLE IV

PROTECTION BENEFIT PROVISIONS

Section 1 (a) Each employee at Bill who as a result of this Agreement is assigned to a new position established at South Morrill or who is required (force assigned) to change place of residence from Bill to South Morrill as defined in National Agreements and applicable Job Protection Agreements¹, will be provided the right to elect one (1) of the following Protection Benefit provisions:

OPTION 1: Accept the INCOME and HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS of the National Agreements and/or applicable Job Protection Agreements, or

OPTION 2: Accept the INCOME PROTECTION of the aforementioned Agreements BUT IN LIEU OF THE HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS, accept a lump sum allowance of:

¹Change of Residence

“ . . .Means transfer to a work location which is located outside the radius of 30 miles of the employee's former work location.”

- a) \$20,000 for homeowners
- b) \$5,000 for non-homeowners, or

OPTION 3: Accept in LIEU OF THE INCOME AND HOMEOWNER PROTECTION AND MOVING EXPENSE BENEFITS of the aforementioned Agreements, a lump sum allowance of:

- a) \$30,000 for homeowners
- b) \$10,000 for non-homeowners

- (b) The election for the Protection Benefit provisions will be made on the election form, which is Attachment "A" of this Agreement.
- (c) Each employee as defined in Subsection (a) of this Section 1 at their request will be provided the election form no later than ten (10) days from the date requested.
- (d) Election of the benefits must be requested and exercised by the employee within one (1) year from the date of relocation.

- Section 2** (a) The term "homeowner" as used in Section 1 is defined as an employee who on the date of implementing this Agreement owned their home or was under contract to purchase a home. Employees who do not own their home or are not under contract to purchase a home are considered as non-homeowners (renters).
- (b) The term "home" as used in any Section of this Article means the single primary residence of the employee which is used for residential purposes only.
- (c) If an employee owns or is under contract to purchase and occupies a mobile home on a permanent foundation as his/her residence, such employee will be treated as a "homeowner" under applicable provisions of this Article.
- Section 3** (a) Employees who elect the conditions of Option 1 or 2 will be provided an income test period earnings statement and will be provided income protection (automatic certification) as set forth in the Washington Job Protection Agreement (WJPA) as amended by applicable National and Protection Agreements.

- (b) Employees who elect Option 1 will be provided the Moving Expense Benefits once said employee documents the relocation. In this regard, should there be a controversy with respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the parties signatory hereto and in the event they are unable to agree, the dispute may be referred by either party to a Board of three competent real estate appraisers, selected in the following manner: One to be selected by the Organization and the Carrier, respectively; these two shall endeavor by agreement within ten (10) days to select the third appraiser, or to select some individual authorized to name the third appraiser and in the event of failure to agree, then the Chairman of the National Mediation Board shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

Section 4 (a) Employees other than those identified in Section 1 of this Article (assigned to South Morrill) who remain headquartered at Bill and who were receiving compensation by the Carrier at Bill on June 1, 1998 will be provided the Income Protection (automatic certification) benefits as set forth in the National Agreements.

NOTE: 1. The Income Protection Benefits awarded to these employees (automatic certification) will commence on the date of implementing this Agreement (Section 1(a)) and each employee's length of protection will be determined in accordance with the terms and conditions of the applicable Protection/National Agreements. For those employees currently furloughed, the protection period will commence as set forth above, but the employees will not receive any protection payment(s) until such time as the employees are recalled to active service.

NOTE: 2. For employees currently working in "borrow-out" status who otherwise would be in active service at Bill, the protection period as described in (1) above, will not commence until such time as their "borrow-out" status

terminates and provided, however, they are not subsequently furloughed. If such employees upon returning from a "borrow-out" status is unable to work and is furloughed, the employee will be treated at that time in the same manner as those furloughed employees described in (1) above.

- (b) In lieu of the income protection described above, these employees may a lump sum Income Protection Allowance of \$6,000. Such opportunity for election will be provided by Carrier and the employee will have ten (10) days thereafter to accept the in lieu allowance. Failure to make an election for this allowance within the time frame set forth herein will be considered as the employee declined the in lieu allowance.

Section 5 (a) There shall be no duplication or pyramiding of benefits by any employee under this Agreement and any other agreement or protective arrangement.

- (b) Employees referred to in this Article who are receiving the protective income benefits prescribed under this Agreement shall, at the

expiration of their protective period, be entitled to such protective benefits under the other previous applicable protective agreements provided they have continued to maintain their responsibilities and obligations under the applicable protective agreements and arrangements.

Section 6 Carrier will not require an employee to change his/her place of residence solely for the purpose of having such employee obtain a higher rated position under the Income Protection conditions of this Interdivisional Agreement. Such employee will however be required to obtain the highest rated position at their work location.

Section 7 No employee under this Article will be permitted to receive more than one relocation allowance as the result of this Agreement. Further, employees (other than those required to relocate) who elect Options (2) or (3) under Section 1 of this Article will not be permitted to voluntarily return to Bill for a period of three (3) years from the date such employees received the benefits of Option (1), (2) or (3).

Section 8 In addition to all of the above, all employees holding seniority on the Western District #6 headquartered at Bill and/or South Morrill who are currently under the entry rate provisions of the National Agreements will have such rates raised to 100 percent.

ARTICLE V - GENERAL

Section 1 This Memorandum of Agreement will become effective _____ and, except as otherwise specifically provided, will remain in full force and effect unless amended in accordance with the Railway Labor Act.

Section 2 Where agreements and/or provisions in the Basic Schedule of Agreement(s), as well as any other agreements and/or practices, including the Coal Line Working Agreement (July 11, 1983) are in conflict with this Agreement, the terms and conditions of this Agreement shall govern.

Section 3 The provisions set forth in Side Letter #1 of the July 11, 1983 Coal Line Agreement are not altered in any manner by this Memorandum of Agreement.

Section 4 The provisions set forth in this Memorandum of Agreement are understood to be without prejudice to either party's position on its rights and/or obligations under applicable current Schedule Rules and National Agreements and/or the UP/BLE CNW Merger Agreement of June 3, 1996. It is further understood that the provisions of this Memorandum of Agreement will not be cited as a precedent in any future agreements.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

PROTECTION BENEFIT PROVISIONS
ELECTION FORM

In accordance with Article IV of the Memorandum of Agreement #1607019848 which established new Interdivisional Freight Service operations, I understand that I must make an election as to my Protection Benefit Provisions, choosing one (1) of the following options:

(Check One Option Only)

OPTION 1. _____ The Income and Homeowner Protection and Moving Expense Benefits as provided in National and/or Protection Agreements.

OPTION 2. _____ The Income Protection, but in lieu of the Homeowner and Moving Benefits accept a Lump Sum Allowance of:

Check one: _____ \$20,000 as a homeowner or

_____ \$5,000 as a non-homeowner

OPTION 3. _____ In lieu of the Income and Homeowner Protection and Moving Expense Benefits provided Lump Sum Allowance of:

Check one: _____ \$30,000 as a homeowner or

_____ \$10,000 as a non-homeowner

I understand the definitions of a "homeowner" and "home" as set forth in Article IV and if I am a homeowner, whether I elect Option 1, 2 or 3, I further understand that I must attach a copy of my deed to my home, with an original Notary Public signature, last year's tax records as well as insurance records on my residence.

(Please Print)

NAME _____

SSN _____

(Signature) (Date)

This form is to be mailed to J. E. Cvetas, Labor Relations, 1416 Dodge Street, Room 332, Omaha, NE 68179

**MEMORANDUM OF AGREEMENT
#1607019808**

**between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Chicago and North Western
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

CALLING TIME - SOUTH MORRILL INTERDIVISIONAL CREWS

With the adoption of new Interdivisional Freight Service under Memorandum of Agreement #1607019848, the home terminal of some Bill employees will be changed to South Morrill, Wyoming.

While this change is defined as "change of residence" under protective provisions, it is recognized some employees at Bill may not immediately relocate their place of residence to the South Morrill area. As such, these employees will obviously be required to commute a significant distance to work and in recognition of this possibility, Carrier is agreeable in providing these employees whose home terminal was Bill, Wyoming with the opportunity to receive a three (3) hour call for service, rather than the normal call of one and a half (1-1/2) hours. The affected employees who desire this three (3) hour for service must so advise Carrier's CMS office. Once advised, the employees call will remain at three (3) hours unless changed by the employee.

In making this arrangement, it is clearly understood to apply only to those employees at Bill, Wyoming who are now headquartered at South Morrill and only when such employees request the extension of call to Carrier's CMS office. Further, this three (3) hour call provision will terminate after two (2) years from the date the employee was headquartered at South Morrill.

In addition, it is also clearly understood all employees headquartered at South Morrill will not be subject to or file claims for runarounds (board or departure) as a result of some employees receiving three (3) hour calls while others are receiving one and half (1-1/2) hour calls.

This Memorandum of Agreement is understood to be without prejudice to either party's position and will not be cited as a precedent in the future.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

**MEMORANDUM OF AGREEMENT
#1607019862**

**between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Chicago and North Western
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

REGULATION OF POOLS/ EXTRA BOARDS

This is in reference to the new Interdivisional Service under Memorandum of Agreement #1607019848 and your Organization's concern Carrier will not regulate the pool turns/extra board positions sufficiently to provide the employees with reasonable time off at their home terminal. In this regard, Carrier committed to your Organization its Crew Management Office will work jointly with your Organization's local representatives to assure the number of pool turns/extra board positions are consistent with the needs of service and the apportionment of work to eliminate unnecessary short turn fluctuations assignments and to also ensure the employees will have reasonable time off at their home terminals.

In the event your Organization develops a pattern where employees are not having reasonable time off at their home terminals, solely as a result of CMS maintaining

insufficient number of pool turns/extra board positions, Carrier assures your Organization adjustments will be made.

It is further agreed CMS will work jointly with the local union representatives when there is an apparent need to reduce pool turns and/or extra board positions based on the average miles being paid.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

MEMORANDUM OF AGREEMENT

#1605029858

between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Chicago and North Western
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

LODGING - INCLEMENT WEATHER

Pertaining to the Memorandum of Agreement #1607019848, this confirms understanding in the event an employee working under this Memorandum of Agreement is unable to return to his/her home due to weather conditions, the employee shall be provided suitable lodging under the existing Lodging Agreements at the Carrier's expense.

The conditions would also apply to employees who previously were at Bill and now at South Morrill and who are under the additional calling time procedures of Memorandum of Agreement #1607019808 (Side Letter No. 1) and who report for service at South Morrill and are subsequently released.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

**MEMORANDUM OF AGREEMENT
#1605039858
between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Chicago and North Western
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

EXTENSION OF RELOCATIONS

In reference to Memorandum of Agreement #1607019848 which established new Interdivisional Service, the parties recognize the difficulty of certain Bill, Wyoming employees relocating their families to South Morrill. Accordingly, Bill employees qualified for relocation under of the aforementioned Memorandum of Agreement will be permitted to extend their relocation in that Carrier will provide free lodging at South Morrill for a period not to exceed sixty (60) consecutive days from the date the employee was assigned. Subsequent to this time period, the provisions and requirements of relocation will apply and free lodging will no longer be applicable.

This Agreement is clearly understood to be made without prejudice to either party's position and will not be cited as a precedent in any future situations.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

**MEMORANDUM OF AGREEMENT
#1605049858**

**between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Chicago and North Western
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

WRIGHT, WYOMING - LODGING AND EATING FACILITIES

In reference to Memorandum of Agreement #1607019848 which provided for Wright, Wyoming, to be one of the away-from-home terminals for South Morrill crews, the Carrier recognizes at this time lodging accommodations are not available nor are eating establishments open at all times.

Accordingly, until such time as these items are reached to the satisfaction as required in the Basic Collective Bargaining Agreement as well as National Agreements, South Morrill crews will not utilize Wright as an away-from-home terminal.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

**MEMORANDUM OF AGREEMENT
#1605049872**

**between the
UNION PACIFIC RAILROAD COMPANY
for the territory
Chicago and North Western
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

"MARRIED" POOLS AT BILL

In the past, an agreement was in place for Bill pool crews wherein an individual engineer and conductor would be matched in their separate pools so they could work together. This was referred to as "marrying the pools".

In adopting Memorandum of Agreement #1607019848, which provides for new interdivisional service at South Morrill and Bill, Wyoming, Carrier is agreeable in again permitting this arrangement at Bill under the following conditions:

- (1) Subsequent to the date of implementing the above Memorandum of Agreement, the Bill Local Chairmen (both BLE and UTU) along with Carrier's Crew Management office (CMS) will reorder all of the Bill pool turns in order to match conductor and engineers together. This reordering will be accomplished to the extent Carrier will always have sufficient rested and available crews to call for service.

- (2) Subsequent to the reordering under Item #1 above and so long as the Bill Local Chairmen (both BLE and UTU) maintain the same number of turns in each pool, reduction in turns will be made by reducing the highest pool number or last car added and new turns will be added to the pools placed last-out. Reordering of the employees in the pools will again be made where necessary between the Local Chairmen and CMS and such will be accomplished to the extent Carrier will always have sufficient rested and available crews to call for service.
- (3) Permanent and/or temporary vacancies on existing turns and/or employees exercising displacement rights into the pools will not result in the reordering process.
- (4) Should a Local Chairman elect to regulate the number of pool turns differently than the other Local Chairman, this "married" pool arrangement will no longer apply. If at a later time the pools are again equalized, reordering of the turns will not be made without concurrence from CMS or after a period of ninety (90) days thereafter, whichever first occurs. When reordering is accomplished, it will again be adopted to ensure Carrier will always have sufficient rested and available crews to call for service.
- (5) If due to the Hours of Service Law, factors governed by the existing Schedule of Agreements and/or emergency situation such as derailments, snow blockages, etc., Carrier is unable to call a matched engineer and conductor, there shall be no claims filed by or in behalf of any employees.

This Agreement is clearly understood to be made without prejudice to either party's position and will not cited as a precedent in any future situations.

Signed this _____ day of _____, 1998.

**FOR THE BROTHERHOOD
OF LOCOMOTIVE ENGINEERS:**

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

B. D. MacArthur
General Chairman, BLE

L. A. Lambert
General Director-Labor Relations

ARBITRATION BOARD NO. 567

PARTIES TO DISPUTE:

UNION PACIFIC RAILROAD COMPANY

AND

UNITED TRANSPORTATION UNION

AND

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

QUESTIONS AT ISSUE:

Brotherhood of Locomotive Engineers:

May the Union Pacific Railroad (UPRR) establish new Interdivisional Pool Freight service at the South Morrill terminal and Bill terminal as proposed in Memorandum of Agreement #1607019848, pursuant to Article IX of the BLE Arbitration Award No. 458 dated May 19, 1986 as amended by BLE Implementing Document effective November 1, 1991 which set forth the report and recommendations of Presidential Emergency Board No. 219, as modified by Special Board No. 102-29?

If the answer is yes, under what conditions may such Interdivisional service be operated?

United Transportation Union:

May the Union Pacific Railroad (UPRR) establish new Interdivisional Pool Freight service at the South Morrill terminal and Bill terminal as proposed in Memorandum of Agreement #2607019848, pursuant to Article IX of the UTU National Agreement dated October 31, 1985 as amended by UTU Implementing Document effective November 1, 1991 which set forth the report and recommendations of Presidential Emergency Board No. 219, as modified by Special Board No. 102-29?

If the answer is yes, under what conditions may such Interdivisional service be operated?

Carrier:

Under what conditions may Interdivisional train operation between South Morrill, Nebraska and the coal mines of the Powder River Basin be implemented?

FINDINGS

Under date of August 7, 1998, the parties to this dispute jointly petitioned the National Mediation Board to establish an Arbitration Board to hear and decide the dispute here involved relating to the proposed establishment of Interdivisional/IntraseNIority Service. The parties agreed upon the undersigned to serve as the Neutral Chairman of this Board. The agreement of the parties establishing the Board clearly provides "The Award of this Board shall contain only the Neutral Member's signature."

The Board met in Washington, D.C., on August 27, 1998. At the hearing Carrier was represented by Director Labor Relations C. R. Wise. The United Transportation Union was represented by General Chairman J. W. Babler. The Brotherhood of Locomotive Engineers was represented by General Chairman B. D. MacArthur. During the hearing the parties presented extensive written submissions and oral arguments reflecting their respective positions concerning Carrier's intent to establish Interdivisional Service between South Morrill, Nebraska, and the coal mines of the Powder River Basin.

The record presented to the Board reveals that on August 14, 1997, Carrier served notice on both Organizations (BLE and UTU) pursuant to Article IX of the UTU 1985 National Agreement and the BLE Arbitration Board 458 to establish ID service from South Morrill through Bill, Wyoming. A proposed agreement was sent to the Organizations on August 26, 1997. Subsequently meetings were held on September 3 and November 22, 1997, and January 13, April 28 and 29, and May 28, 1998. As a result of these extended negotiations a proposed agreement was reached by the parties. A final edition of the proposed agreement was sent to the Organizations on June 28, 1998, in that such agreement was then subject to ratification. The agreement failed to pass the ratification vote. For this record, the Board will refer to the final agreement reached by the parties as "PROPOSAL A."

When the employees failed to ratify PROPOSAL A, Carrier thereafter withdrew PROPOSAL A from further consideration and has submitted to this Board a so-called "Plan B" which it contends contains all of the contractual conditions for Interdivisional Service as stipulated in Article IX of the UTU 1985 National Agreement as well as the BLE Arbitration Board 458.

The Organizations have notified this Board that there were three areas which led to the rejection of PROPOSAL A and these three areas are characterized as follows:

-3-

(1) The service between South Morrill and Bill is not ID service, but Carrier receives all the benefits of ID conditions of the proposed agreement. The Employees argue that if Carrier elects to relieve a crew at Bill, it should be required to pay this crew mileage to the mine (this is commonly referred to as payment for "district miles").

(2) The employees allege that the employees at Bill are granted automatic certification for the protection benefits outlined in Article IV of the proposal, while the South Morrill employees at the South Morrill Terminal received no protection benefits but are subject to displacement by Bill employees.

(3) The employees further allege that overtime is calculated in a less favorable fashion for this group of employees. It is argued that the employees here involved should be compensated overtime after ten (10) hours on runs of 166 miles or greater.

While this Board can certainly understand the feelings of the employees who will be working under the final agreement covering this proposed Interdivisional Service from South Morrill to the mines, the Board must also recognize that it is virtually impossible to satisfy the desires of each employee when negotiating a contract covering many employees. Neither do such negotiated contracts grant to the Carrier all that it desires to secure in order to improve its operations in the most economical manner. The bargaining table is a "give and take" proposition and there is ample evidence that such "give and take" was displayed during the lengthy negotiations between the parties. The Board is confident that the issues raised by the employees, as set forth above, were clearly and concisely presented at the bargaining table and that such issues did not survive. This Board therefore is not inclined at this time to insert such provisions in an agreement which was reached by competent and experienced negotiators for both the Carrier and the Organizations.

The Board does believe, however, that the language of PROPOSAL A should be clarified so as to indicate the minimum mileage guarantees for the Interdivisional Service contemplated by the agreement. To assist in this clarification, the Board has revised the language in PROPOSAL A and copies of certain pages of the proposal, necessary to effect this clarification, are attached to this Award. The parties should cooperate in making certain the additional language (shaded for emphasis) is properly incorporated into the agreement and that the language to be omitted (lined out for emphasis) is properly deleted.

While it is true that Carrier has argued before this Board that it has withdrawn PROPOSAL A and is now resting on its so-called Plan B, the Board finds this to be nothing more than an immediate adverse reaction to the notice that PROPOSAL A was not ratified. Carrier likewise has much invested in the bargaining talks which led to the agreement on PROPOSAL A and it is the opinion of this Board that the adoption of PROPOSAL A, as agreed upon at the bargaining table, and amended by this Award, will amply cover its request to implement Interdivisional Service between South Morrill, Nebraska, and the coal mines of the Powder River Basin.

Inasmuch as the Board has made certain recommendations to clarify the language of PROPOSAL A, the Board will retain jurisdiction of this dispute for a period of sixty (60) days following the date hereof so as to permit the Board to assist the parties in finalizing the agreement should such assistance become necessary.

As noted in the Bench Decision rendered at the meeting of this Board on August 27, 1998, and confirmed in an Interim Decision sent to the parties on August 31, 1998, Carrier was granted the right to commence implementation of this Interdivisional Service.

The answer to the questions posed by the Organizations is in the affirmative and the conditions for operation of this Interdivisional Service are as set forth in PROPOSAL A as agreed upon by the parties and sent to the Organizations on June 28, 1998, and amended by this Award. (For identification purposes the BLE Agreement bears number 1607019848 whereas the UTU Agreement bears number 2607019848.) The adoption of PROPOSAL A as amended by this Arbitration Board also serves to answer the question posed by Carrier.



F. T. Lynch, Neutral Chairman

Date September 29, 1998

the away-from-home terminal. As set forth in this Agreement, the Bill pool will perform all services with the extra board only protecting vacancies, unassigned work trains and unassigned helper service.

- (c) For purposes of this Agreement and until notified otherwise by Carrier, the lodging facilities at Wright and Gillette will be the designated on/off-duty points.
- (d)
 - (1) ~~The one-way district mileage for these new interdivisional operations will be: South Morrill - Bill = 146; South Morrill - Wright = 188; Bill - Gillette = basic day.~~
 - (2) ~~The above listed one-way district miles will be the minimum mileage for service and/or combination service and deadhead.~~

Section 2 - Pool Operation

- (a) South Morrill interdivisional pool freight crews will be permitted to operate west (compass direction north) from South Morrill up to but no farther than Reno Junction, BN Mile Post 40.6 (Small Road). Except as provided in Section 6, the crews will operate in straight-away service, tying up at Wright or Bill.

(b) Between Mile Post 213 and 253, Hours of Service relief for South Morrill crews may be performed by either the South Morrill Extra Board or the Bill pool.

(c) For relieving under Item (a) or (b) above, the following will apply:

(1) Trains operating west (compass direction north)

- If the South Morrill Extra Board is used, the extra board employees will continue the straightaway operation, tying up at Bill or Wright. The South Morrill crew relieved will return to South Morrill, paid for miles operated or time on duty, ~~no less than 146 miles or time on duty~~, whichever is greater and placed last out in the pool.
- If the Bill pool is used, the employees will continue the ~~straightaway operation, tying up at Bill~~ normal train operation and upon completion of service will be returned to Bill in ~~combined service~~. The South Morrill crew relieved will be deadheaded in combined service to Bill (~~paid not less than 146~~

~~miles or time on duty, whichever is greater) or Wright (paid not less than 188 miles or time on duty, whichever is greater).~~

(2) Trains operating east (compass direction south)

- If the South Morrill Extra Board is used, the extra board employees will continue the straightaway operation, tying up at South Morrill. The South Morrill crews relieved will be deadheaded in combined service to South Morrill. ~~If the South Morrill crew took charge of their train at Reno Jct, they will be paid no less than 188 miles or time on duty, whichever is greater. Otherwise, crews will be paid no less than 146 miles or time on duty, whichever is greater.~~
- If the Bill pool is used, the employees will continue the straightaway operation and upon arrival at South Morrill will be deadheaded in combined service back to Bill. The South Morrill crews will be deadheaded in combined service to South Morrill ~~and paid as set forth above.~~

- (d) Except as provided above, when a South Morrill Interdivisional crew is relieved between terminals under the Hours of Service Act, such crew will be considered in combination deadhead and service and will be transported to their intended final terminal except when snow blockage, fire, washout, accident or other Acts of Providence make it impractical. In those emergency situations, when the crew is returned to the initial terminal, the employee will be placed first-out when rested and will be compensated in accordance with existing schedule rules actual miles operated or time on duty, whichever is greater. If the crew is returned to the initial terminal and it was not a result of snow blockage, fire, washout, accident or other Acts of Providence, such employee will be paid for the combined tour of duty no less than 146 188 miles and placed last out.
- (e) Hours of Service relief for Bill crews will be protected by the Bill pool.
- (f) The first available means of transportation which will be considered in combination with service will be provided to employees relieving or relieved under the Hours of Service.

**MEMORANDUM OF AGREEMENT
#1612169972**

**between the
UNION PACIFIC RAILROAD COMPANY
For The Former CNW Territory**

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

**Order Of Turns
South Morrill – Bill Pool Operations**

At the request of the Organization the Carrier is agreeable to amending the First-In, First-Out provisions set forth in MOA#1607019848, Article I, Section 3 – Rotary Pools of the South Morrill – Bill Interdivisional Pool Agreement under the following conditions:

1. First-In, First-Out Operations Home Terminal.

Engineers in the South Morrill – Bill Interdivisional pool will operate on a First-In, First-Out basis at the home terminal, South Morrill.

2. Order Of Turns Operation Far Terminal.

At the away from home terminal, Bill, Wyoming, Engineers will be placed in the order they left the home terminal, South Morrill.

3. Claims/Grievances.

It is understood there will be no claims/grievances or run arounds filed, or progressed on behalf of anyone as a result of the application of any portions of this agreement.

4. General.

This Memorandum Of Agreement will become effective December 27, 1999 and may be canceled by either party serving a ten (10) day advance written notice upon the other. Should this Agreement be canceled, the provisions outlined in Article I, Section 3 of the South Morrill – Bill Interdivisional agreement shall automatically apply.

Signed this 20th day of December, 1999.

**FOR THE
BROTHERHOOD OF
LOCOMOTIVE ENGINEERS**

B. D. MacArthur
B.D. MACARTHUR
GENERAL CHAIRMAN

**FOR THE
UNION PACIFIC
RAILROAD COMPANY:**

F. A. Tamisiea
F.A. TAMISIEA
FIELD DIRECTOR LABOR RELATIONS
OPERATING - NORTH

UNION PACIFIC RAILROAD COMPANY



MEMORANDUM OF AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN

MODIFICATION OF SOUTH MORRILL, NE CREWS DEADHEADING TO BILL, WY

Effective May 16, 2010, Article I, Section 3 (a) of Memorandum of Agreement #1607019848 is hereby modified as follows:

South Morrill crews deadheading to the away-from-home-terminal of Bill will be placed on the pool board at Bill in according to their tie-up time.

Either party serving a thirty-(30) day advance written notice upon the other may cancel this Memorandum of Agreement in the future.

Signed this 11th day of May, 2010

FOR THE ORGANIZATION:

Bruce MacAuthor
General Chairman – BLET

FOR THE CARRIER:

T. Gary Taggart
Director – Labor Relations