

**MEMORANDUM AGREEMENT
BETWEEN THE
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY
AND THE
UNITED TRANSPORTATION UNION**

This Agreement is made this 12th day of October, 1983 by and between the Chicago and North Western Transportation Company and the United Transportation Union and pertains to the craft of ground service employees.

IT IS HEREBY AGREED:

ARTICLE I — PURPOSE OF AGREEMENT

Section 1 — Western Railroad Properties Incorporated

The parties recognize that the Interstate Commerce Commission has authorized Western Railroad Properties, Incorporated,

- (a) to construct and own facilities at South Morrill, Nebraska,
- (b) to exercise trackage rights over the Union Pacific Railroad from South Morrill to Joyce, Nebraska,
- (c) to construct and own a line of railroad from Joyce, Nebraska to Crandall, Wyoming,
- (d) to acquire from the C&NW and to own a line of railroad from Crandall to Shawnee, Wyoming,
- (e) to acquire from the C&NW its one-half interest in the C&NW/BN joint line in the Powder River Basin,
- (f) to construct and own facilities at Bill, Wyoming, and
- (g) to contract with the C&NW for the C&NW to operate the above-described lines and facilities.

Section 2 — Purpose

The purpose of this Agreement is to establish procedures to implement the above described operations.

ARTICLE II — SENIORITY DISTRICT

Work in the craft of ground service in connection with the Company's operation for Western Railroad Properties, Incorporated of the lines and facilities described in Article I, Section 1 hereof shall be a part of the prior right seniority district identified as Black Hills Division - Road Zone (W-2R) of Western Consolidated Seniority District No. 6 in the CGW Merger Agreements of December 19, 1968.

ARTICLE III — WORKING DISTRICTS

Section 1 — Powder River Working District

(a) A separate Working District shall be established by the Company as a part of the prior rights seniority district identified as the Black Hills Division - Road Zone (W-2R) of Western Consolidated Seniority District No. 6 to be identified as the "Powder River Working District." The Powder River Working District shall include Bill and the lines north from Bill.

(b) When coal train operations commence, the company shall establish a separate pool and a separate extra board for the Powder River Working District at Bill, Wyoming. This pool and extra board shall operate in conformity with existing rules and agreements except as otherwise provided herein.

(c) Crews of the Powder River Working District shall perform the work at Bill and on the lines north of Bill, except that:

(1) crews of the Powder River Working District shall perform pusher or helper service not only on the lines north of Bill but also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,

(2) crews of the Powder River Working District shall perform relief service not only on the lines north of Bill but with respect to northbound trains also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,

(3) crews of the South Morrill Working District may be required to terminate their northbound trains north of Bill, including the loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is located south of Mile Post 60),

(4) crews of the South Morrill Working District may be required to originate their southbound trains north of Bill, including the loading of coal trains, on the line between Bill and Mile Post 60 (includ-

ing mines whose lead track switch is located south of Mile Post 60).

(d) For trains arriving at Bill, the computation of final terminal delay shall begin when the engine arrives at or passes the entrance to the yard which shall be considered to be either the switch at Mile Post 80.9 from the north, and the switch at Mile Post 85.6 from the south, or the first switch at which a train may enter the yard, whichever is reached first. (See Side Letter No. 2).

Section 2 — South Morrill Working District

(a) A separate working district shall be established by the Company as a part of the prior rights seniority district identified as the Black Hills Division - Road Zone (W-2R) of Western Consolidated Seniority District No. 6 to be identified as the "South Morrill Working District." The South Morrill Working District shall include South Morrill and the lines from South Morrill to Crandall, from Crandall to Shawnee, and from Shawnee to Bill.

(b) When the coal train operations commence, the company shall establish a separate pool and a separate extra board for the South Morrill Working District at South Morrill, Nebraska. This pool and extra board shall operate in conformity with existing rules and agreements except as otherwise provided herein.

(c) Crews of the South Morrill Working District shall perform the work at South Morrill and on the lines from South Morrill to Crandall, from Crandall to Shawnee, and from Shawnee to Bill, except that:

(1) crews of the South Morrill Working District may be required to terminate their northbound trains north of Bill, including loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is south of Mile Post 60). (See Side Letter No. 7 and Side Letter No. 15).

(2) crews of the South Morrill Working District may be required to originate their southbound trains north of Bill, including the loading of coal trains, on the line between Bill and Mile Post 60 (including mines whose lead track switch is south of Mile Post 60), but in such instances if the crew is tied up enroute for any reason, the crew shall be transported to South Morrill (if south of Bill when tied up) or Bill (if north of Bill when tied up). (See Side Letter No. 8 and Side Letter No. 15).

(3) crews of the Powder River Working District shall perform pusher or helper service not only on the lines north of Bill but also

on the line from Bill to Shawnee, and on the line from Shawnee to Crandall,

(4) crews of the Powder River Working District shall perform relief service not only on the lines north of Bill but with respect to northbound trains also on the line from Bill to Shawnee and on the line from Shawnee to Crandall,

(5) crews of the Black Hills Working District may perform service on the line from South Morrill to Crandall and on the line from Crandall to Shawnee, but shall not handle loaded or empty coal cars moving between South Morrill and the Powder River Basin. (See exception in Side Letter No. 5).

(d) South Morrill Working District crews on a northbound train operated north of Bill on a day or trip as provided in Section 2(c)(1) shall be allowed 60 minutes pay at the pro rata rate of their trip in addition to all other compensation for the day or trip.

(e) Concurrent with placing in operation a car shop (i.e. a full service car repair facility for the complete maintenance and repair of cars) at South Morrill or at any other point in the South Morrill or Powder River Working Districts, the company shall establish yard engine service at that location under yard schedule rules. If that location is south of Crandall, the yard engines established may be operated over the territory between South Morrill and Crandall without penalty and may perform whatever service may be required in that territory. Switching limits will, however, be established one half mile from the outer switch or switches at that location solely to define the work of road crews operating into or out of the point.

(f) For trains arriving at South Morrill, the computation of final terminal delay shall begin when the engine arrives at or passes the entrance to the yard which shall be considered to be either the switch at Mile Post 162.1, or the first switch at which a train may enter the yard, whichever is reached first. (See Side Letter No. 2).

ARTICLE IV — GUARANTEES

Section 1 — Pool Service Guarantees

(a) An employee working in the Powder River or the South Morrill pool will be provided a monthly compensation guarantee or a prorated portion thereof based on the number of days in the pool.

(b) When the Carrier places an employee in the Powder River or the South Morrill pool before noon or cuts him off the pool after noon, such day will be counted in the compensation guarantee. When an employee places himself in the Powder River or the South Morrill pool or exercises his seniority (whether voluntarily or involuntarily) to leave the pool in conformity with existing rules, only those full calendar days when the employee was in the pool will be counted in the computation of the amount of employee's monthly compensation guarantee. For each calendar day not in and protecting pool service as provided herein during the month, the amount of the employee's monthly compensation guarantee will be pro-rated or reduced on the basis of 1/30 or 1/31 (or depending on the number of days in the month) for each calendar day so absent. The pro-ration provided for herein will apply in instances where an employee otherwise eligible for this guarantee lays off.

(c) The monthly compensation guarantee, subject to pro-ration as described above, shall be an amount equal to the monetary equivalent of 3,200 miles at conductor's basic daily through freight rate for conductors in the South Morrill pool or 3,000 miles at the conductor's basic daily through freight rate for conductors in the Bill pool. The monthly compensation guarantee, subject to pro-ration as described above, shall be an amount equal to the monetary equivalent of 3,200 miles at the brakeman's basic daily through freight rate for brakemen in the South Morrill pool or 3,000 miles at the brakemen's basic daily through freight rate for brakemen in the Bill pool.

(d) If an employee's monthly compensation guarantee computed pursuant to the provisions of this Section exceeds such employee's total actual compensation from the Company for the month, he shall be paid the difference. The term "compensation" as used herein excludes personal expense reimbursement, including but not limited to auto expense, lodging expense, and meal expense reimbursement.

(e) There shall be no duplicating or pyramiding of benefits to any employees under this Agreement and/or other agreements.

(f) The parties hereto recognize that the Carrier may adjust the number of crews in the pool by reducing the pool or by increasing the pool.

Section 2 — Extra Board Guarantees

(a) An employee working on the Powder River or the South Morrill extra board will be provided a semi-monthly guarantee or a pro-rated portion thereof based on the number of days on the extra board.

(b) When the Carrier places an employee on the Powder River or the South Morrill extra board before noon or cuts him off the board after noon, such day will be counted in the computation of the amount of the employee's semi-monthly compensation guarantee. When an employee places himself on the Powder River or the South Morrill extra board or exercises his seniority (whether voluntarily or involuntarily) to leave the board in conformity with existing rules, only those full calendar days when the employee was on the board will be counted in the computation of the amount of the employee's semi-monthly compensation guarantee. For each calendar day not on and protecting service as provided herein during the semi-monthly period, the amount of the employee's semi-monthly compensation guarantee will be pro-rated or reduced on the basis of 1/15 or 1/16 (or depending on the number of days in the payroll period) for each calendar day so absent. The pro-ration provided for herein will apply in instances where an employee otherwise eligible for this guarantee lays off.

(c) The semi-monthly compensation guarantee subject to pro-ration as described above, shall be an amount equal to the monetary equivalent of 1,600 miles at the brakeman's basic daily way freight rate for employees on the South Morrill extra board or 1,500 miles at brakeman's basic daily way freight rate for employees on the Bill extra board.

(d) If an employee's semi-monthly compensation guarantee computed pursuant to the provisions of this Section exceeds such employee's total actual compensation from the Company for the semi-monthly period, he shall be paid the difference. The term "compensation" as used herein excludes personal expense reimbursement, including but not limited to auto expense, lodging expense, and meal expense reimbursement.

(e) There shall be no duplicating or pyramiding of benefits to any employees under this Agreement and/or other agreements.

(f) The parties hereto recognize that the Carrier may adjust the number of employees on the extra boards by reducing the board (i.e., cutting off the most junior employee or employees) or by increasing the board.

Section 3 — Current Payment of Guarantees

Employees subject to an allowance established in this Article who reasonably expect their earnings to be seriously low in a pay period may assure current payment of the allowance by submitting a form showing their work record and status during the pay period. These

employees should submit this form on the day following the last day of that pay period. It is recognized that the carrier when utilizing this expedited procedure will sometimes determine such allowances on the basis of estimates, and that payroll adjustments in subsequent pay periods may be necessary as actual amounts become known.

ARTICLE V — LODGING

Section 1

When the C&NW ties up an employee working from the South Morrill or the Bill board at any point other than his home terminal for four hours or more, each employee so tied up shall be provided suitable lodging on a single occupancy basis at the Carrier's expense, and transportation thereto at the Carrier's expense if the lodging facility is in excess of 0.5 miles from the tie-up point.

Section 2

The Company shall establish, maintain, and operate Company lodging facilities (i.e., a facility, not public accommodation, constructed, owned, leased, or operated by or for the Company) at Bill, Wyoming, for employees entitled to lodging. When the Company decides to establish a Company lodging facility at this terminal, the Company shall, within forty-five days prior to taking any action toward establishing such facility, notify the General Chairman of its decision. Upon such notification, the Company shall also supply the General Chairman with the complete plans for such facility including the location thereof, and promptly set a date to meet with the General Chairman to discuss whether those plans comply with the requirements of this agreement for such facilities. Any disputes as to whether such plans comply with these requirements shall be handled by the parties in accordance with the established procedures therefor, including the procedures of Section 3 of the Railway Labor Act, before the Company actually establishes a Company lodging facility pursuant to such plans. In the event arbitration is invoked by either party, the referee shall conduct a hearing and inspect both the plans and proposed location within five days of the date of the notice of invocation of arbitration and shall within ten days of said notice issue his decision. If the award denies the General Chairman's contentions, the Company will immediately begin to establish Company lodging at this location pursuant to said plans. If the award sustains in whole, or in part, the General Chairman's objections, the Company will begin to establish Company lodging at this location, as soon as the referee has

certified that the Company has corrected the defects in its plans underlying those objections sustained by the award. (See Side Letter No. 6).

Section 3

The lodging provided by the Company at these facilities will be single occupancy with a separate bath and toilet.

Section 4

Each room in any of these facilities shall be a minimum of 120 square feet exclusive of the separate bath and toilet and shall contain the following: one bed, with orthopedic mattress and spring; a table; a color television set with a minimum of a thirteen inch diagonally measured screen; carpets; one dresser; two lamps with light bulbs of no less than 75 watts each; an arm chair; lined drapes; bed linens; bed pillow; air conditioning (with sufficient louvers to direct the air flow away from the bed); heat; a barrel bolt lock on the exterior door; hot water; bathroom sink; bathroom mirror with light and electric outlet; shower curtain; bath mat; clothes rack with hangers, and drinking cup dispenser with cups.

Section 5

At this facility, the Company shall establish a twenty-four hour restaurant serving meals of reasonable quality at reasonable prices, a recreation room containing a color television set with a minimum of twenty-five inch diagonally measured screen, easy chairs, a sofa, a card table with chairs, floor lamps, air conditioning, a writing area, and a pool table. An attendant will be available twenty-four hours a day at this facility and a safe will be available for deposit of valuables.

Section 6

The Company shall provide proper maid service (including a complete change of linens including sheets, pillow cases, washcloths, bath towels, and hand towels for each occupancy), keep the facility clean and neat in appearance, and properly dispose of all garbage and waste. The Company shall provide parking spaces for exclusive use by railroad operating employees, including electrical sockets for radiator heaters.

Section 7

If no rooms are available within 20 minutes at this facility for

employees otherwise entitled to lodging there at the Company's expense, the Company will arrange for suitable lodging at its expense for those employees at a public lodging accommodation, with transportation thereto.

ARTICLE VI — CONSTRUCTION PERIOD

Section 1

Contractors who construct the lines from Joyce to Shawnee Creek Jct. may use their own employees to perform required duties during the construction phase until the lines are actually placed in service. During construction, the contractors or Western Railroad Properties, Incorporated may employ the C&NW to provide services to the construction, and if this is done, the ground service employees of the C&NW will perform whatever ground service is contracted with the C&NW. Such service will be performed as required in conformity with existing rules. Operation of any trains, including work trains, on tracks actually in service shall be done by C&NW crews.

Section 2

Any work train service performed by C&NW ground service employees during the construction phase will be considered the work of the Black Hills Working District.

Section 3

It is understood that after the C&NW has commenced coal train operations between Crandall and Joyce, UTU rules and agreements shall be applied in that territory for the calling and providing of flagmen.

ARTICLE VII — MANNING REQUIREMENTS

Section 1

The lines and facilities described in Article I, Section 1 shall be deemed "branch lines" as that term is used in the Crew Consist Agreement of September 26, 1973.

Section 2

The C&NW may call a "conductor only crew" for pusher or helper service, which employee may not be used for other than pusher or

helper service. The employee performing this service will be entitled to payment of the \$10.75 crew consist allowance pursuant to Article XII of the Agreement of September 26, 1973.

ARTICLE VIII — EFFECT OF THE AGREEMENT

Section 1 — Effective Date

This agreement shall become effective on the first day of the first month after it has been executed, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Section 2 — Employee Protection

(a) The terms and conditions of the labor protection set forth in **Norfolk and Western Ry. Co. — Trackage Rights — BN, 354 I.C.C. 605 (1978)**, as modified by **Mendocino Coast Ry., Inc. — Lease and Operate, 360 I.C.C. 653 (1980)** shall apply to

- (a) the operation of the joint line in the Powder River Basin,
- (b) the exercise of trackage rights by Western Railroad Properties, Incorporated over the Union Pacific Railroad between South Morrill and Joyce,
- (c) the acquisition by Western Railroad Properties, Incorporated from the C&NW of a line of railroad between Shawnee and Crandall, and
- (d) the operation by the C&NW as a contractor for Western Railroad Properties, Incorporated of the lines and facilities described in Article I, Section 1 hereof.

(b) The selection of forces for the above-described matters shall be on the basis of the provisions of this agreement.

(c) This agreement constitutes an implementing agreement pursuant to Article I, Section 4 of **Norfolk and Western Ry. Co. — Trackage Rights — BN, 354 I.C.C. 605 (1978)**, as modified by **Mendocino Coast Ry., Inc. — Lease and Operate, 360 I.C.C. 653 (1980)** pertaining to any actions taken pursuant to authorization of the Interstate Commerce Commission in Finance Docket Nos. 29066, 29332, 29333 and 29398. All of the provisions of Article I, Section 4 of these labor protective conditions are deemed to have been satisfied.

Section 3 — Pre-Existing Agreements

This agreement is without prejudice to the position of the parties as to their rights and/or duties under pre-existing agreements, and existing schedule rules and agreements shall continue in effect except to the extent specifically changed or amended by the provisions of this agreement.

Signed at Chicago, this 12th day of October, 1983.

FOR THE UNITED TRANSPORTATION UNION:

**G. R. Maloney
General Chairman**

**FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:**

**M. Humphrey
Director of Labor Relations
(Operating)**

m18-wc/utu/b

SIDE LETTERS

October 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 1

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, it was also agreed that Western Railroad Properties, Incorporated will not contract with anyone other than the C&NW to operate the lines and facilities described in Section 1 of Article I of such Agreement without obtaining the prior concurrence of the United Transportation Union; but you understand, of course, that the prior concurrence of the United Transportation Union is not necessary in the event that a contract with someone other than C&NW to operate (a) is proposed at a time when C&NW is no longer the owner of a majority of WRPI's stock; or (b) results from an exercise of remedies provided the Lessor (i.e., a Union Pacific Corporation subsidiary) or lenders of the Western Coal Project (or a threat to exercise such remedies when the Lessor or lenders have a right to do so); or (c) results because C&NW exercises its rights to cease operating WRPI's properties because WRPI's available funds are or are projected to be inadequate to satisfy its operating costs; or (d) arises in connection with the merger or consolidation of C&NW or sale or lease of all or substantially all of its properties.

Sincerely,
J. R. Wolfe
President

M1-2(1)-1

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 2

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms that the Carrier does not intend to abuse the application of Section 1(d) and Section 2(f) of Article III by intentionally holding trains short of the entrance to the yard for the purpose of avoiding the payment of final terminal delay.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

M16-11 (1)-3

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 3

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that earnings available on jobs established in the South Morrill Working District or the Powder River Working District shall not be held against any Monthly Earnings Allowance to which a protected employee on Western Consolidated

Seniority District No. 6 not working out of their terminals might otherwise be entitled under the Agreement of December 6, 1968.

Sincerely,
M. Humphrey
Director of Labor Relations
(Operating)

M16-11(1)-2

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 4

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that, in the event an employee working in the Powder River Working District who has been tied up at Bill is unable to return to his home due to weather conditions, the employee shall be provided suitable lodging on a single occupancy basis at the Carrier's expense in the Company lodging facility at Bill.

Sincerely,
M. Humphrey
Director of Labor Relations
(Operating)

M18-2(1)-24

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

**RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 5**

Dear Mr. Maloney:

Pertaining to our Agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that, in the event the Carrier operates unit coal trains between the mines of the Powder River Basin and points east of Crandall, crews of the Black Hills Working District may operate such trains west of Crandall to the same extent and under the same working conditions as crews of the South Morrill Working District. Under such circumstances, Black Hills Working District crews will turn first-in, first-out in a separate pool at Bill to return only to points east of Crandall.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

**G. R. Maloney
General Chairman - UTU**

DATE: 10/12/83

M18-2(1)-25

Oct. 12, 1983

**Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301**

**RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 6**

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6,

this confirms our understanding that within forty-five days after the effective date of this agreement designated representatives of the Company and your organization shall meet at Douglas, Wyoming for the purpose of choosing an interim lodging facility for crews from the South Morrill Working District who are tied up at Bill. These representatives shall inspect available public accommodations at Douglas and choose a facility to be utilized until the Company has established its own lodging facility at Bill. For employees utilizing this interim lodging facility, the Company shall provide transportation at its own expense from the point where such employees are tied up to the interim lodging facility, and return.

The Company shall not utilize a particular public accommodation at Douglas as an interim lodging facility unless you agree to the choice of that particular public accommodation. If we are unable to agree upon an interim lodging facility, the Company shall establish a Company lodging facility at Bill pursuant to Article V, Section 2 of this Agreement prior to the commencement of unit coal train service.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

G. R. Maloney
General Chairman - UTU

DATE: 10/12/83

M18-2(1)-26

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 7

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that the Carrier shall apply Section 2(c)(1) of Article III of that agreement in a manner consistent with Rule 63(a) so that South Morrill crews on a northbound train operated north of Bill, when the train arrives at Bill, and if a member of the crew requests a meal period at Bill, shall be allowed to stop their train at Bill for a meal period pursuant to Rule 63(a). Under such circumstances, employees will not be disciplined for eating at Bill before proceeding on their trip north of Bill.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

G. R. Maloney
General Chairman - UTU

DATE: 10/12/83

M18-2(1)

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 8

Dear Mr. Maloney:

Pertaining to our agreement of today concerning operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms that South Morrill Working District crews originating southbound trains north of Bill who are tied up at or north of Bill and subsequently called for another trip on a southbound train will either be tied up at South Morrill or transported to South Morrill.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

MEL-r-1

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 9

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms that radios will be furnished in this service. The ground crew will be provided two hand sets. The size and weight of portable radios used by ground service employees in road service will not exceed that presently in use, and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three (3) pounds.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

M16-11(1)-4

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

**RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 10**

Dear Mr. Maloney:

Article V Lodging, Sections 4 and 5 each provide for television sets to be provided in the lodging facility at Bill, Wyoming. The Company recognizes that a conventional antenna may not be sufficient to provide reasonably good reception for television at this facility. Accordingly, the Company additionally promises to make whatever arrangements that are necessary to obtain reasonably good reception, including, if necessary, cable or satellite technology.

Sincerely,

**M. Humphrey
Director of Labor Relations
(Operating)**

k1-55(4)1

Oct. 12, 1983

**Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301**

**RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 11**

Dear Mr. Maloney:

In response to your request for this information, this is to advise that the eastward end of North Western's trackage rights on the Union Pacific in the South Morrill, Joyce area is Mile Post 157.26 on the North Platte Branch.

Sincerely,

**M. Humphrey
Director of Labor Relations
(Operating)**

k1-51(4)2

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 12

Dear Mr. Maloney:

Article IV Guarantees, Section 1(f) and Section 2(f) each recognize that the Company has the authority to determine the number of crews in the pool and the number of employees on the extra board. The purpose of this Side Letter No. 12 is to assure you that the Company representatives administering this matter will listen to the suggestions of the Local Chairman as to the number of crews in the pool and the number of employees on the extra board. While such suggestions shall be solely advisory and the decision shall rest with the Company representative, any such suggestions given will be reviewed before a decision is reached.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

k1-50(4)3.1

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 13

Dear Mr. Maloney:

Article V Lodging, provides in Section 7 for transportation to alternate lodging in specific circumstances. The purpose of this Side Letter No. 13 is to assure you that the Company will also provide transporta-

tion from the alternate lodging facility in the event the circumstances arise which cause Section 7 to be applied.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

k1-51(4)4

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 14

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, Western Railroad Properties, Incorporated agrees, that in the event WRPI at any time in the future employs conductors, trainmen, or yard service employees, WRPI shall recognize the United Transportation Union as the labor organization representing such employees for purposes of collective bargaining; provided that our agreement in this regard does not violate any applicable federal or state laws or regulations of any federal or state agency.

Sincerely,

J. R. Wolfe
President

cc: R. W. Schmiede

k1-51(4)5

Oct. 12, 1983

Mr. G. R. Maloney
414 South Jefferson Street
Green Bay, Wisconsin 54301

RE: Western Coal Agreement (Working Conditions)
of October 12, 1983 Side Letter No. 15

Dear Mr. Maloney:

Pertaining to our agreement of today concerning the operation of trains on portions of Western Consolidated Seniority District No. 6, this confirms our understanding that, except as revised in this agreement, schedule rules and agreements of the C&NW Proper District shall apply to service on the Powder River and South Morrill Working Districts.

It is further understood that Rule 106 of the C&NW Proper District Schedule Agreements for Conductors and for Brakemen shall be amended so that, when it applies to service on the Powder River and South Morrill Working District, it shall read as follows:

- (a) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful times; and not then until after the expiration of ten hours of duty under the Federal Law or within two hours of the time limit provided by State Laws if the State Laws govern.
- (b) If the road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their service will be paid for under schedule rules.
- (c) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided, the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.
- (d) A continuous trip will cover movement straightaway or turnaround, from initial point to the destination train is mak-

ing when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

- (e) Crews in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: for fifty miles or less, or four hours or less, one-half day; for more than fifty miles, or more than four hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running crews through terminal nor around other crews at terminals unless such practice is permitted under schedule rules.
- (f) Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefore as per Section (e), the same as if they had run the train to such terminal.
- (g) If any service is required of a road crew during the tie-up under the law, they will be paid for all such service.
- (h) Road crews tied up at points other than South Morrill or Bill, after having been on duty in excess of ten hours on a day or trip, shall be considered as tied up under the law and shall again be considered on duty and under pay as provided in Section (c).

The following example will govern application of this amended Rule 106(h).

Example No. 1

Road crews working on regular freight assignment, trains 41 and 42, between terminals "A" and "F" (as terminals are defined in Rule 69), arrives at "F" and is released at 10:00 A.M., after having been on duty 11 hours. In these circumstances do the provisions of paragraph (h), Rule 106 apply?

Answer: No. Rule 106 not applicable as "F" is his terminal.

It is additionally agreed that the interpretation of C&NW District BLE Schedule Rule 37 in the letter of January 15, 1951 which is reprinted on page 210 of the current BLE Schedule Agreement dated

December 1, 1955 will also apply to this amended Rule 106 as agreed upon in this letter.

Sincerely,

M. Humphrey
Director of Labor Relations
(Operating)

I CONCUR:

G. R. Maloney
General Chairman-UTU

DATE: 10/12/83

k1-51(4)6

**(WORKING CONDITIONS)
QUESTIONS AND ANSWERS**

1. Q. Do any of the provisions of the Agreement or Side Letter No. 7 set aside the provisions of Rule 63(a) as to the South Morrill crews before arriving at Bill?
A. No.
2. Q. Will employees entitled to Merger Guarantees under the December 19, 1968 Merger Agreements be subject to an offset of the earnings available to them on the Powder River Working District of the South Morrill Working District?
A. No, if not working in these Districts. Yes, if working in these Districts. Job Rating Lists will be issued in this territory the same as on the rest of the Western Consolidated Seniority District No. 6.
3. Q. If a South Morrill crew is called to continue a northbound train movement north of Bill, will they be entitled to the 60 minute allowance provided for in Article II Section 2(d) of the agreement?
A. Yes. It is however, understood the loading of trains is a part of the southbound movement and if the crew is used to perform loading and the southbound movement but does not take part in the northbound movement, then the 60 minute allowance will not apply.

4. Q. What penalty will be allowed if the company violates Article V Section 7 by refusing to transport a crew to a public lodging accommodation when no room is available within the 20 minutes?
- A. Continuous time will be allowed until a room is provided, except if an act of God prevents the company from complying with the agreement.
5. Q. What penalty will be applied if the company violates Side Letter No. 8 by tying up a South Morrill crew (in the status described) at other than South Morrill or delays transportation of the crew to South Morrill where the Hours of Service is not involved?
- A. The crew will be entitled to continuous time compensation until arrival at South Morrill except in the event of an act of God preventing such compliance. Even in such instances action must be taken to transport the crew to South Morrill at the first opportunity.
6. Q. Will South Morrill crews who are used to operate a southbound train from a point north of Bill be tied up at Bill if their time remaining to work under the Hours of Service Act is sufficient to permit them to complete their trip to South Morrill under known operating conditions?
- A. No.
7. Q. Will a Crew Consist Agreement protected employee on an extra board at Huron, Norfolk, Fremont, Chadron or any other board of the Western Consolidated Seniority District other than at South Morrill or Bill or Powder River be deprived of crew consist guarantee to which otherwise entitled, because of unprotected employees working on the South Morrill or Powder River Working Districts?
- A. No.

k1-51(4)10