APPENDIX No. 3
Interdivisional Service
(2nd & 3rd Sen Dists)
ODB-3359
ODC-1292
Rule 12

A G R E E M E N T *between the*UNION PACIFIC RAILROAD COMPANY *and the*UNITED TRANSPORTATION UNION *(C - T and E Divisions)*INTERDIVISIONAL SERVICE *Northwestern District - Oregon & Idaho Divisions*

This Agreement is made and entered into this 26th day of August, 1972 by and between the Union Pacific Railroad Company - Northwestern District (Oregon and Idaho Divisions - hereinafter called "Company" and the United Transportation Union (hereinafter called "UTU") pursuant to Article XII (Interdivisional Service\*) of the Mediation Agreement (Case A-8830), dated January 27, 1972.

Note: As used In this Agreement, the term "interdivisional Service'' includes interdivisional, interseniority district, intradivisional and/or intraseniority district service.

Therefore, it is mutually agreed by and between the parties here to that . . . . .

**PART I**

**Establishment of Interdivisional Service**

**Section 1**. In accordance with Section 2 of Article XII (Interdivisional Service) of the Mediation Agreement of January 27, 1972 (Case A-8830) and subject to the provisions of Section 2, Part 1 of this Agreement and other provisions of this Agreement, the Company may establish interdivisional service as set forth below -

**OREGON DIVISION - Second Seniority District**

***(Portland - Hinkle****)*

(a) The Dalles, Oregon will be eliminated as both an away-from-home terminal and as a home terminal and conductors, brakemen and firemen on the Second Seniority District will operate between Portland (Albina), Oregon and Hinkle, Oregon.

i) The home terminal for such interdivisional freight service runs will be Portland (Albina), Oregon.

ii) Conductors, brakemen and firemen handling trains which operate in Interdivisional service between Portland Albina Oregon and Hinkle, Oregon in either direction will be allowed 215 road miles, regardless of the route traversed, i.e., either via the Graham and/or the Kenton lines.

**OREGON DIVISION -Third Seniority District**

**IDAHO DIVISION -Third Operating Subdivision**

(b) Huntington, Oregon will be eliminated as an away-from-home terminal for Third Seniority District (Oregon Division) and Idaho Division (Third Operating Subdivision\*) conductors, brakemen and firemen, and conductors, brakemen and firemen will operate between La Grande, Oregon and Nampa, Idaho.

i) Interdivisional freight service runs established pursuant to subsection (b), Section 1 of this Part I will be manned by Third Seniority District (Oregon Division) and Idaho Division conductors , brakemen and firemen on the basis of the ratio of miles that the mileage from La Grande, Oregon to Huntington, Oregon (Oregon Division) and from Huntington, Oregon to Nampa, Idaho (Idaho Division), respectively, bear to the total miles run.

ii) The home terminal for Third Seniority District (Oregon Division) conductors, brakemen and firemen will be La Grande, Oregon and the home terminal for Idaho Division conductors, brakemen and firemen will be Nampa, Idaho.

iii) Conductors, brakemen and firemen handling trains which operate in interdivisional service between La Grande, Oregon and Nampa, Idaho in either direction will be allowed 188 road miles.

Note 1. The designation "Th rd Operating Subdivision" is used for purposes of identification only and is not intended to imply that such designated operating subdivision or territory is a separate seniority territory.

Note 2. The establishment of interdivisional service in the territory Nampa-La Grande as between engineers of the Oregon Division (Third Seniority District) and the Idaho Division (Third Operating Subdivision), shall be subject to adoption of similar agreement between the Company and the UTU Organization representing the brakemen in the Glenns Ferry-Huntington territory (Third Operating Subdivision - Idaho Division).

Section 2. Except as otherwise provided in this Agreement, all rules, regulations, understandings and/or practices, however established, between the Company and the UTUC, T and E which directly or indirectly imply that The Dalles, Oregon; Huntington, Oregon shall be considered as away-from-home terminals and/or home terminals, as may be the case, for conductors, brakemen and firemen when engaged in interdivisional service are, as of the date such interdivisional service is established, hereby terminated and shall be of no further force or effect.

Section 3. Interdivisional service as set forth in Part 1, Section 1 of this Agreement may be placed into effect by the Company in any one or all of the territories specified, either on a progressive territory-by-territory basis or as one complete transaction. In either case, the Company shall give the General Chairman of the involved UTU-C, T and E Organizations ninety (90) days written notice specifying the territory and/or territories where and when such Interdivisional service is to be inaugurated and, in the territories so specified, the provisions *of* this agreement, where and when applicable, shall govern and be controlling.

Section 4. The establishment of additional interdivisional service, except as specifically provided In Section 1, Part 1 of this Agreement, shall be subject to the provisions of Article XII (Interdivisional Service) *of* the Mediation Agreement of January 27, 1972 (Case A-8830).

**PART II**

**Mileage Allowances, Allocation of Crews and Equalization of Mileage**

Section 1. Conductors, brakemen and firemen handling trains in interdivisional service, and subject to other provisions of this Agreement, shall be allowed the road mileage as specified in subsections (a), paragraph ii) and (b), paragraph iii) of Section 1, Part 1 of this Agreement, and all miles run over one hundred (100) shall be paid for at the mileage rate established by the basic rate of pay for the first 100 miles or less.

Section 2. Except as to the interdivisional service territory between La Grande, Oregon and Nampa, Idaho, there shall be no equalization of mileage or specific allocation of crews as between conductors, brakemen and firemen in any of the interdivisional service territories designated below -

**Division Territory Seniority Territory\_\_\_\_\_\_\_\_**

Oregon Albina - The Dalles – Hinkle Second Seniority District

(Section 1 (a) - Part 1)

Section 3. The allocations of crews and the equalization of mileage as between conductors, brakemen and firemen of the Third Seniority District (Oregon Division) and the Idaho Division (Third Operating Subdivision) shall be on the ratio basis set forth in Section 1(b) 1) of Part I of this Agreement and the Director of Labor Relations - System and the General Chairmen will meet for the purpose of devising an acceptable formula for the allocation of crews and the equalization of mileage between the employees of each Interseniority and Interdivisional district.

Section 4. Non-interdivisional service (assigned, unassigned and/ or extra service) shall be manned by conductors, brakemen and firemen from the seniority district and/or extra board point which customarily protects such service and there shall be no allocation of or adjustment of mileage as between conductors, brakemen and firemen and no provision of this agreement, except as may be otherwise specified herein, shall apply to conductors, brakemen and firemen in such non-interdivisional service.

**PART III**

**Rule Changes and Modifications**

Section 1. On the actual date interdivisional service is established pursuant to the written notice and procedures initiated by the Company upon the UTU-C, T and E General Chairmen in accordance with Section 3, Part 1 of this Agreement the following changes and/or modifications to existing rules, to the extent indicated, shall be made effective and shall be applicable only to those conductors brakemen and firemen actually engaged in and handling trains in interdivisional service in the territories and under the terms and conditions specified in this agreement, i.e. -

**OREGON DIVISION**

Territory Sen District Opq Subdvn

Portland (Albina)-Hinkle-Portland Second-Oregon

**OREGON & IDAHO DIVISIONS**

La Grande - Nampa - La Grande Third - Oregon 3rd- Idaho

(a) Initial Terminal Delay – Freight Service

Provision Division Subject Schedule Identification

Article 5 Oregon Initial Terminal Delay BRT National Agreement of May 25, 1951

Freight Service

Article 5 Oregon Initial Terminal Delay ORC&B National Agreement of May 23, 1952

Freight Service

Rule 47(a) Idaho Initial Terminal Delay ORC&B Schedule Agreement of January 1, 1954

Freight Service

Section 11. Oregon Initial Terminal Delay BLF&E National Agreement of August 11, 1948

Freight Service

Rule 32 Idaho Initial Terminal Delay BLF&E Schedule Agreement of October 16, 1958

Freight Service

i ) **The first paragraph only of each of the agreement provisions identified above is amended to read as follows -**

''Initial terminal delay shall be paid on a minute basis to conductors, brakemen and firemen engaged in interdivisional freight service for all time in excess of thirty (30) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8th) of the basic daily rate, according to the class of service performed, in addition to the actual road mileage of the trip, with the understanding that the actual time consumed in the performance of service for which an arbitrary allowance of any kind in the initial terminal is paid shall be deducted from the initial terminal delay time accruing under this rule.

‘‘Note: The phrase 'train leaves the terminal ' means when the train actually starts on its road trip from the yard track where the train is first made up.''

(b) Overtime - Interdivisional Freight Service:

Agmt Provision Dvn Subject Identification

Sec (b) Art 10 0re Overtime Mileage Basis ORC6 Schd Agmt- May 1 '45

Rule 16 Ida Overtime Basis & Rate ORCB Schd Agmt- Jan 1 '54

Sec (b) Art 10 Ore Overtime Mileage Basis BRT Sched Agmt- May 1 ‘45

Sec 2 Art 7 Ore Overtime Basis - Frt BLFE Schd Agmt- Jul 1 ‘46

Rule 23 Ida Overtime BLFE Schd Agmt- Oct 16’58

i) The agreement provisions identified under subsection (b) Section 1 of Part III of this Agreement (see above) are modified to the extent hat the following shall be added as a subparagraph hereof:

"On interdivisional freight service runs only, overtime shall begin when the time on duty exceeds the miles run divided by 20 or, in any case, when employees (conductors, brakemen or firemen) are on duty in excess of 10 hours, overtime shall be paid for on the minute basis at 3/16ths of the daily rate per hour.

"Example: Crew operates from X to Y, a distance of 188 miles, on duty 12 hours, crew employees (conductor, brakemen and firemen) will be paid under this rule not less than 188 miles plus two hours 36 minutes (2'36") overtime at the hourly rate of 3/16ths of the daily rate."

Note: In the application of paragraph (b) (i) above of Section 1 of this Part III, employees (conductors, brakemen and firemen) in interdivisional freight service on runs of less than 160 miles and employees (conductors, brakemen and firemen in interdivisional freight service tied up at a point enroute after having run less than 160 miles, overtime shall commence at the expiration of 8 hours calculated from the time required to report for duty until such employees (conductors, brakemen and firemen) are released from duty.

(c) Eating - -Interdivisional Freight Service:

Agmt Provn Divn Subject\_\_\_\_\_\_\_\_\_ Identification\_\_\_\_\_\_\_\_\_\_\_\_

Article 43 Oregon Frt Srv- Eating as Unit ORCB Schd Agmt- May 1 '45

Rule 91 Idaho Eating Enroute ORC8 Schd Agmt- Jan 1 154

Article 43 Oregon Frt Srv- Eating as Unit BRT Sched Agmt- May 1 '45

Article 34 Oregon Eating- Freight Service BLFE Schd Agmt- Jul 1 '46

Rule 83 Idaho Meals BLFE Schd Agrt- Oct 16 '58

i ) The agreement provisions identified above under this subsection (c) of Section 1, Part II of this Agreement are modified to the extent that the following shall be added as a section thereof -

"In order to expedite the movement of interdivisional runs, established pursuant to the terms of this agreement, crews (conductors, brakemen and firemen) on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews (conductors, brakemen and firemen) on runs of more than 100 miles, the Company shall determine the conditions under which such crews may stop to eat. When crews (conductors, brakemen and firemen) on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of $1.50 for the trip."

(d) Held-Away-From-Home Terminal (Extra, Pool and Unassigned Freight Service):

i) The first paragraph only of the existing held-away-from home terminal rules, insofar as applicable to conductors, brakemen and firemen engaged in interdivisional service, as subsequently amended and modified by national agreement rules and/or local agreements, are further modified to read as follows -

"Conductors, brakemen and firemen In pool and unassigned interdivisional freight service only held at other than home terminal will be paid continuous time for all time held after the expiration of sixteen hours from time relieved from previous duty, at 1/8th of the daily rate applicable to conductors, brakemen and firemen for the last service performed."

(e) Expenses Away From Home:

Agmt Provision Divn Subject Identification

Art II Sec 1 Oregon Expenses Away From Home National Agreement of June 25, 1964

& Idaho (Lodging) (ORCB, BRT, BLF&E)

Art II Sec 2 Oregon Expenses Away From Home

& Idaho (meals ) National Agreement of June 25, 1964

(ORCB, BRT, BLF&E)

The agreement provisions identified above shall be modified to include the following –

When employees (conductors , brakemen and firemen) engaged in the handling of interdivisional freight service under the terms of this agreement are required to report for duty or are relieved from duty at a point other than the on and off-duty points fixed for the service established hereunder, the carrier shall authorize and provide suitable transportation for the employees.

"Note . Suitable transportation includes company owned or provided passenger carrying vehicles or taxis, but shall exclude other forms of public transportation.

"(b) Suitable lodging, in accordance with the provisions of Section 1 of Article II of the National Agreement of June 25, 1964, as amended by Article XI, Section 1 of the Mediation Agreement of January 27, 1972 (Case A-8830) , will be provided by the Company for employees actually engaged in the handling of interdivisional service established pursuant to this Agreement and such lodging facilities shall be in conformance with the suitable lodging agreements made to give effect to Section 1, Article II of the June 25, 1964 Agreement.

**"Note**: Employees (conductors, brakemen and firemen) entitled to suitable lodging pursuant to subsection (b) hereof and Section 1, Article II of the National Agreement of June 25, 1964, as amended by Section 1 of Article XI of the Mediation Agreement of January 27, 1972 (Case A-8830), will be provided with suitable transportation where the lodging facilities are in excess of 3/4 mile from the point for employees to go on and off duty. Employees may be required to use such transportation facilities as a unit and which transportation facilities may include taxis, carrier owned or provided passenger carrying motor vehicles and/or public transportation if reasonable schedules are available.

(Section 2 of Article 11 of the National Agreement of June 25, 1964).

(c) Employees (conductors, brakemen and firemen) actually engaged in the handling of interdivisional service pursuant to the terms of this Agreement will be allowed $2.00 meal allowance after 4 hours at the designated away-from home terminal and another $2.00 allowance after being held an additional 8 hours.''

(f) Point of Layoff:

i) Employees (conductors, brakemen and firemen), notwithstanding any rules, practices, regulations and/or understandings to the contrary, however established, except in case of sickness, personal injury or similar emergency factors, lay off and report for duty at the home terminal of the interdivisional service as established by this Agreement.

Section 2. (a) Employees (conductors, brakemen and firemen) handling trains in interdivisional service between La Grande, Oregon and Nampa, Idaho, and which operations involve both interseniority district and interdivisional district service, are governed by separate schedule agreements as between Idaho Division-and Oregon Division employees (conductors, brakemen and firemen); therefore, except as specifically provided In this agreement, the provisions of the effective Idaho Division Schedule Agreements shall apply to Idaho Division employees (conductors, brakemen and firemen when handling trains in interdivisional service from Nampa, Idaho to La Grande, Oregon (westward) and from La Grande, Oregon to Nampa, Idaho (eastward).

Conversely, the provisions of the effective Oregon Division Schedule Agreements shall, except as specifically provided 'in this Agreement, apply to Oregon Division employees (conductors, brakemen and firemen) when handling trains In interdivisional service from La Grande, Oregon to Nampa, Idaho (eastward) and from Nampa, Idaho to La Grande, Oregon (westward). .

(b) Should a vacancy occur In the La Grande-Nampa-La Grande interdivisional service at the away-from-home terminal because of sickness, personal injury and similar emergency factors, the vacancy will be manned by conductors, brakemen and firemen in accordance with the applicable rules and understandings as set forth in the respective schedule agreements, or separate understandings, sometimes referred to as the ''step-up'' rules, i.e., Oregon Division vacancies for employees (conductors, brakemen or firemen) will be governed by the Oregon Division agreements and/or understandings and, conversely, Idaho Division vacancies for employees (conductors, brakemen or firemen) will be governed by the Idaho Division agreements and/or understandings.

Note: The above provisions, i.e., Section 2, paragraph (b) of this Part III, shall similarly apply with respect to filling vacancies that may occur under the same emergency circumstances in interdivisional service at other away-from- home terminals.

**PART IV**

**Extra Work - Extra Boards - Manning**

Section 1. Except as provided in the Supplemental Agreements attached hereto and made a part hereof, all rules, regulations, practices and understandings, however established, which by their context - either directly or indirectly - in any or all of the effective schedule agreements (Idaho and/or Oregon Division) that imply or require the use of pool freight crews for unassigned short turnaround service, turnaround freight service, irregular branch line service and other types of unclassified services, including unassigned work train service, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal in a single trip or tour of duty are terminated and shall be of no further force or effect on and after the date Interdivisional service is established in any interdivisional territory specified in Part 1 of this Agreement and on and after such effective date the following regulations and provisions of agreement shall govern -

(a) Unassigned short turnaround service, irregular branch line service, turnaround service, unassigned branch line service, unassigned work train service, short straightaway service, and other unclassified services, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal on the trip or tour of duty shall be manned by employees (conductors, brakemen and firemen) from the protecting extra boards at the point where the service originates,

Example 1. If a train is to be operated from La Grande, Oregon to Huntington, Oregon and return, extra employees (conductors, brakemen and firemen) from the La Grande extra board - if the service originated at La Grande - shall be used for such turnaround and/or short straightaway service.

Example 2. If a train is to be operated from Albina to The Dalles in straightaway service and return from The Dalles to Albina in straightaway service, extra employees (conductors, brakemen and firemen) from the Albina extra board - if the service originates at Albina - shall be used for such straightaway trips.

Example 3. If a train is to be operated from Nampa, Idaho to Huntington, Oregon and return, extra conductors, brakemen and firemen from the Nampa extra board - if service originates at Nampa - shall be used for such turnaround and/or straightaway service.

(b) Employees (conductor, brakemen and firemen) used in accordance with subsection (a) of Section 1 of this Part IV may be tied up at any point where eating and sleeping accommodations are available and the tie-up time deducted, except that the time of employees engaged In the services listed and under the conditions prescribed will begin at the expiration of 8 hours from the time tied up (10 hours In the case of employees who have been on duty the maximum hours as prescribed In the Hours of Service Act, as amended) and such employees will receive minimum of 100 miles for each day's work or tour of duty between tie-ups at the applicable rates of pay. Terminal rules will not apply at tie-up points, except that terminal rules as presently constituted in the effective and respective schedule agreements shall apply to employees (conductors, brakemen and firemen) if tied up at main line district terminals which formerly existed prior to establishment and inauguration of interdivisional freight service under this agreement, specifically, The Dalles, Huntington, Glenns Ferry.

**PART V**

**Employee Protection and Coverage**

Section 1. Except as provided in Sections 2, 3 and 4 of this Part V, the terms and provisions of Article XII I (Protection of Employees) as set forth in the Mediation Agreement of January 27, 1972 (Case A-88301 including Sections 1 through 10, attached hereto (marked Attachment ''A") are made a part of this Agreement and shall apply - where, when and if applicable to conductors, brakemen and firemen adversely affected directly or Indirectly by the implementation of Article XII - (Interdivisional Service) and the implementation of this Interdivisional Service Agreement.

Section 2. Employees (conductors, brakemen and firemen) other than those employees (conductors, brakemen and firemen) covered by Section 4 of this Agreement who elect - and are thereby required - to change their place of residence because of the implementation of this Agreement and who qualify for the benefits provided for in Section 9 of Article XIII (Protection of Employees) - shall be allowed a lump sum of $1000.00 in lieu of both the maximum of five (5) working days' pay and the $400.00 transfer allowance provided for in Section 9 of Article XIII.

Section 3. Employees (conductors, brakemen and firemen) other than employees (conductors, brakemen or firemen) covered by Section 4 of this Agreement, who elect to and are thereby required to change their place of residence and who are also a ''home owner" as those words are hereinafter defined and who qualify for the $1000.00 lump sum payment provided for in Section 2 of this Part V, shall also be allowed a further lump sum payment of $1000.00 as a special allowance because of moving to a possible higher cost real estate area.

Section 4. Any employee (conductor, brakeman or fireman) covered by the terms of Section 1, Part V of this Agreement who owns his home and who is a "home owner" as those words are hereinafter defined, may elect to retain his home and, in lieu of any and all other benefits as set forth in Sections 2 and 3 of Part V of this Agreement, Section II of the Washington Agreement of May, 1936 and Section 9 of Article XIII (Protection of Employees) - of the Mediation Agreement of January 27, 1972 (Case A-8830), the following provisions shall govern -

(a) Any employee (conductor, brakeman or fireman) who is a qualified "home owner" as of the date of this agreement at any home terminal to be eliminated pursuant to Section 1, Part I of this Agreement, specifically, The Dalles Oregon, and who elects to retain his home under Section 4 of Part V of this Agreement will be paid:

1) Twenty-five percent (25%) of the fair market value of his home. In each case the fair market value shall be determined as of the date written notices are served by the Company upon the General Chairmen pursuant to Section 3 of Part I of this Agreement.

2) For each year (12 calendar months) in excess of ten years an employee (conductor, brakeman or fireman) has occupied his home, such employee (conductor, brakeman or fireman) will be allowed an additional 1% per year of the fair market value of his home, but not to exceed the number of years of continuous service with the Company and not to exceed an additional twenty-five percent (25%).

3) The employee (conductor, brakeman or fireman) electing this option under Section 4 of Part V of this Agreement will be permitted to retain title to his home and will retain and assume all responsibility for any and all indebtedness, if any, outstanding against his home. The Company shall assume no liability whatever in connection therewith.

Note 1: The term "home" as used in any sect ion of Part V of this Agreement means the single primary residence of the employee (conductor, brakeman or fireman) and which is used for residential purposes only.

Note 2: The term "home owner" as used in any section of Part V of this Agreement means either an employee who owns his home; or is and was under contract to purchase a home under a land contract ninety days prior to the date of February 11, 1972 and who, in the application of this Agreement would have been required to change his place of residence within the meaning of Section 9 of Article XIII of the Mediation Agreement of January 27, 1972 (Case A-8830).

Note 3: If an employee (conductor, brakeman or fireman) purchases a different home after the effective date of this Agreement, he shall, for the purposes of applying Section 4 of Part V of this Agreement, be deemed as being the ''home owner'' of the home which he owned or was purchasing as of the date of this Agreement.

Section 5. Any employee (conductor, brakeman or fireman) whose home terminal is changed as a result of the application of this Agreement and who does not elect the options provided for in Section 4 of this Agreement and who does not immediately change his place of residence, will be allowed $5.00 per day as expenses until such employee (conductor, brakeman or fireman) has changed his place of residence, such allowance shall not exceed $150.00 per month and shall be limited to a period of not to exceed 60 days (two months) from the date that interdivisional service Is actually established and inaugurated pursuant to notices served under Section 3, Part I of this Agreement.

Note 1: The allowance as provided for here in shall immediately cease after the employee (conductor, brakeman or fireman) has changed to his new place of residence, pursuant to the other terms of Sections 1, 2 and 3 of this Agreement and such allowance shall be in lieu of any other expenses Incurred during the period so specified herein, i.e., not to exceed 60 days.

**PART VI**

**Implementing Procedure**

Section 1. Notices referred to in Section 3, Part I of this Agreement may be served by the Company on or after 12:01 AM September 1, 1972.

Section 2. When notices are served pursuant to Section 3, Part I of this Agreement to establish interdivisional service over any one or all of the territories specified in Section 1, Part I of this Agreement, such notices shall be served simultaneously upon the General Chairman of each of the UTU Organizations representing the employees in the seniority territory or operating subdivision involved.

Section 3. When notices are served pursuant to Section 3, Part I of this Agreement and in the manner prescribed in Section 2 of Part VI of this Agreement on a seniority territory or division having interseniority district and interdivisional employees and where two home terminals will be involved (La Grande - Nampa territory) the parties will meet within ten (10) days of the date of such notices to establish procedures for handling the employees (conductors, brakemen and firemen), both as to the equalization of mileage, allocation of crews and methods for handling trains operating in such interdivisional service. Unless otherwise agreed to by the effective date that such interdivisional service is to be established as specified in the notice, the following procedures will apply -

A separate interdivisional pool of employees (conductors, brakemen and firemen will be established and maintained at each home terminal (La Grande - Oregon Division and Nampa – Idaho Division).

(b) Employees (conductors, brakemen and firemen) will be called from such interdivisional pools on a first-in, first-out basis, alternating as between such interdivisional pools so far as practical and any imbalance in mileage as between such interdivisional pools will be adjusted in accordance with paragraph (c) of this Section 3 (Part VI).

(c) At the end of each 30-day period the mileage of the respective interdivisional pools will be adjusted on the basis of equalizing the mileage and crews in accordance with any formula devised by the parties pursuant to Section 3, Part 11 of this Agreement.

Section 4. When notices are served pursuant to Section 3, Part I of this Agreement to establish interdivisional service on a seniority district or operating subdivision or subdivision which will have but one home terminal, single interdivisional pools will be established and maintained at the home terminal and employees (conductors, brakemen and firemen) will operate on a first-in first-out basis from such interdivisional pools.

**PART VII**

**Effect and Purpose**

Section 1. Nothing contained in this Agreement, except as specifically provided herein, shall be construed or interpreted as modifying changing or amending any of the terms of the provisions of the current and effective UTU-C (ORC&B), UTU-T (BRT) and UTU-E (BLF&E) Schedule Agreements between the Company and the UTU-C, T and E Divisions.

Section 2. This agreement shall become effective September 1, 1972 and will remain in full force and effect until changed, amended or modified in accordance with the Railway Labor Act, as amended.

Dated at Portland, Oregon this 26th day of August 1972.

UNITED TRANSPORTATION UNION: UNION PACIFIC RAILROAD COMPANY:

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*S/ C. G. Kunze* , Gen Chrm C Division s/ N. *B. Beckley*

S/ J.H. Watson, Gen Chrm T Division Director of Labor Relations

S/ A. *Foord,* Gen Chrm E Division

APPROVED: s/ F.D. Tuffley

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice President UTU

LR O13-17-30

ODB-3359

ODF-2394

ODC-1292

**UNION PACIFIC RAILROAD COMPANY**

**Department of Labor Relations**

**November 28, 1972**

Mr. C. G. Kunze

General Chairman, UTU C

Pocatello, Idaho

83201

Mr. J. H. Watson

General Chairman, UTU T

Portland, Oregon

97214

Mr. H. M. Price

General Chairman, UTU E

Pocatello, Idaho

83201

Gentlemen:

This has reference to my conversation with Mr. J. H. Watson concerning Note 2 of Section 4, Part V of the Basic Interdivisional Service Agreement dated August 26, 1972, which reads as follows -

"Note 2: The term 'home owner' as used in any section of Part V of this Agreement means either an employee who owns his home; or Is and was under contract to purchase a home under a land contract ninety days prior to the date of February 11, 1972, and who, in the application of this Agreement would have been required to change his place of residence within the meaning of Section 9 of Article XIII of the Mediation Agreement of January 27, 1972 (Case A-8830).''

In line with my conversation with General Chairman Watson and since the change will involve one employee only, namely Brakeman Hurlbert, and no other employees, this is to advise that Note 2 is corrected so as to substitute -

"90 days prior to the date of this agreement and who,**----**

in lieu of the words**----**

"90 days prior to the date of February 11, 1972 and who, - -- ".

In other words, an employee who owned his home or was under contract to purchase a home under a land contract 90 days prior to August 6, 1972 shall , for the purposes of the Interdivisional Service Agreements, be treated as a home owner within the intent and meaning of Note 2, Section 4, Part V of the Interdivisional Service Agreement.

This change, as previously indicated by General Chairman Watson, will involve one employee only and is not intended to apply to any other employee who may have purchased or was under a land contract to purchase a home at the terminal of The Dalles on and after May 26, 1972,

This letter is written to confirm the statements given to General Chairman Watson in telephone conversations and in conference discussions.

However, the same understanding shall apply to any other employee who may have been similarly situated and can so establish by bona fide records, titles and deeds that he was a home owner or under a land contract to purchase a home at The Dalles prior to May 26, 1972.

Yours truly,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/ N. *B. Beckley*

cc: Mr. F. O. Tuffley

**No.2**

**A G R E E M E N T**

***between the***

**UNION PACIFIC RAILROAD COMPANY**

***(Northwestern District - Oregon Division)***

***and the***

**UNITED TRANSPORTATION UNION**

***C, T & E' Divisions***

**INTERDIVISIONAL SERVICE - SUPPLEMENTAL UNDERSTANDINGS**

Section 1. Section 1 of Part II of the Interdivisional Service Agreement, dated August 26, 1972, reads in part as follows -

". . . and all miles run over one hundred (100) shall be paid for at the mileage rate established by basic rate of pay for the first 100 miles or less.''

(See also Section 3(a) of Article XII (Interdivisional Service) of the Mediation Agreement of January 27, 1972 (Case A-8830)

In the application and interpretation of Section 1 of Part II of the Interdivisional Service Agreement, dated August 26, 1972, the basic rate of pay shall apply for all miles run and paid for; provided, however, that the parties shall be governed and controlled by any agreements and understandings which may flow from national handling of issues, including those before the Standing Committee (Article XIV of the Mediation Agreement of January 27, 1972--Case A-8830) as such issues relate to:

a) Basis of pay

b) Car scale additives

c) Mileage hold-down

d) Elimination of arbitraries.

Section 2. The establishment of interdivisional service as between conductors, brakemen and firemen of the Third Seniority District Oregon Division and conductors, brakemen and firemen of the Third Operating Subdivision - Idaho Division, as set forth under subsection (a), Section 1 of Part I of the Interdivisional Service Agreement, dated August 26, 1972, shall be subject to and contingent upon the adoption of a similar agreement between the Company and the UTU representing conductors, brakemen and firemen for the Third Seniority District between La Grande, Oregon and Huntington, Oregon and vice versa.

Section 3. In the application and administration of Section C (i) (Eating -Interdivisional Freight Service) of Part III (Rule Changes and Modifications) of the Interdivisional Service Agreement, dated August 26, 1972, and, in order to expedite the movement of interdivisional runs of more than one hundred (100) miles, a Superintendent's circular will be issued to the effect that conductors, brakemen and firemen on interdivisional runs established pursuant to the terms of the interdivisional Service Agreement (Part I), dated August 26, 1972, shall operate from interdivisional terminal to interdivisional terminal without stopping for the purpose of eating.

Section 4. The road mileage figures as set forth in Section 1, Part I of the Agreement dated August 26, 1972 apply only to conductors, brakemen and firemen who have established seniority as of June 7, 1972; thereafter, conductors, brakemen and firemen operating runs in interdivisional service under the Agreement dated August 26, 1972 shall be paid only the actual road mileage to be calculated from the point where the initial terminal time begins and ends (designated departure point) and the point where final terminal time begins (designated arrival point), i.e., the designated main track switch connecting with the yard track at the final interdivisional terminal. Such actual road mileage figures to be determined and made a part of this Understanding and Section 1, Part I of the Interdivisional Service Agreement.

Section 5. Conductors, brakemen and firemen deadheading to or from established Interdivisional service terminals shall, if such deadhead trips are compensable, be allowed the same mileage for such deadhead trips as the mileage set forth in Section 1, subsections a (i i) and b (iii), Part I of the Interdivisional Service Agreement, dated August 26, 1972; provided further, however, that the terms and provisions of Section 4 of this Agreement as set out above shall apply to conductors, brakemen and firemen employed on and after June 7, 1972 and such conductors, brakemen and firemen shall be allowed only the actual road mileage when deadheading on company business from one interdivisional terminal to another interdivisional terminal .

Section 6. In the application of Part III (a)(i) - Initial Terminal Delay - it is understood that initial terminal time, under the governing rule, as amended, for conductors, brakemen and firemen engaged in Interdivisional freight service only, shall be paid until the train actually starts on its road trip from the yard track where first made up; provided further, however, that if the train does not actually depart from the yard track where first made up and is stopped and is held in the same yard track for reasons other than lining the switch for the continuous outbound movement, initial terminal delay shall continue to be paid until the train again actually starts on its road trip from the yard track where the train was first made up.

Section 7. The terms and provisions of this Agreement and the supplemental understandings as herein set forth shall apply only after interdivisional service is actually instituted in a particular territory or territories pursuant to notices served in accordance with Section 3, Part I of the Interdivisional Service Agreement dated August 26, 1972.

Dated at Portland, Oregon this 26th day of August, 1972.

UNION PACIFIC RAILROAD COMPANY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/ *N. B. Beckley*

Director of Labor Relations -

System

UNITED TRANSPORTATION UNION:

S/ C. *G. Kunze*

General Chairman, C Division

*S/ .J. H. Watson*

General Chairman, T Division

S/ A. Foord

General Chairman, E Division

APPROVED: s/ F. D. *Tuffley*

Vice President, U T U

**No. 3**

**A G R E E M E N T**

***between the***

**UNION PACIFIC RAILROAD COMPANY**

***(Northwestern District - Oregon Division)***

***and the***

**UNITED TRANSPORTATION UNION**

***(C, T & E Divisions)***

**INTERDIVISIONAL SERVICE**

***Northwestern District - Oregon & Idaho\* Division***

***Territory Nampa - Huntington)***

**Supplemental Understandings**

Section 4, Part II of the Basic Interdivisional Service Agreement, dated August 26, 1972, reads as follows --

Non-interdivisional service (assigned, unassigned and/or extra service) shall I be manned by conductors, brakemen and fi remain from the seniority district and/or extra board point which customarily protects such service and there shall I be no allocation of or adjustment of mileage as between conductors, brakemen and fi remain and no provision of this Agreement, except as may be otherwise specified herein, shall I apply to conductors, brakemen and fireman in such non-interdivisional service.''

In the application and administration of Section 4 of Part II (Rule Changes) of the Basic interdivisional Agreement conjunctively with other portions of the Basic Interdivisional Agreement -

**IT IS AGREED**:

**Section 1.**

(a) Employees (conductors, brakemen and firemen) called and used in non-interdivisional service from The Dalles, Oregon to Hinkle, Oregon may be used in non-interdivisional service from Hinkle, Oregon to The Dalles, Oregon if traffic is available within twelve (12) hours from the time tied up, otherwise such employees (conductors, brakemen and firemen) shall be deadheaded to the extra board point (The Dalles).

(b) Employees (conductors, brakemen and firemen) cal led and used in non-interdivisional service from Albina, Oregon to The Dalles, Oregon may be used in non-interdivisional service from The Dalles, Oregon to Albina, Oregon if traffic is available within twelve (12) hours from the time tied up, otherwise such employees (conductors, brakemen and firemen) shall be deadheaded to the extra board point (Albina).

**Note 1**. Extra crews, if to be used on a return non-interdivisional service trip pursuant to subsections (a) and (b) of Section 1 of this Agreement, will be notified at time of tie-up that they are to be used in non-interdivisional service within twelve (12) hours from the time tied up and, if not so notified, such employees (conductors, brakemen and firemen) will be deadheaded to the extra board point on the first available train or other means of transportation.

**Note 2**. The provisions of subsections (a) and (b) of this Section 1 are limited in their application to the Second Seniority District (Oregon Division) and shall have no application, force or effect to operations on the Third Seniority District (Oregon Division: Hinkle -La Grande).

**Note 3.** The terms and provisions of subsections (a) and (b) of this Section 1 shall have no application, force or effect with respect to established local and assigned service between Albina and The Dalles and The Dalles and Hinkle.

**Section 2.**

Section 1 of Part IV of the Basic Interdivisional Runs Agreement shall not apply to employees (conductors, brakemen and firemen) in the non-interdivisional territory between La Grande, Oregon and Hinkle, Oregon (Third Seniority District - Oregon Division) and short turnaround service, turnaround service, irregular branch line service, unassigned branch line service, unassigned work train service, short straightaway service, and other unclassified services, which are not to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal shall be protected in accordance with the existing rules and understandings under the controlling and applicable schedule agreements, i.e., UTU-C, UTU-T and UTU-E Agreements.

**Note 1.** If the existing rules and understandings under the controlling agreements call for the use of pool crews and employees (conductors, brakemen and firemen) for the types of services identified in this Section 2, then such rules and understandings in conformance with the controlling agreements shall apply. If, on the other hand, the controlling agreements and the rules and understandings call for the brakemen and firemen) for use of extra employees (conductors, the types of services identified in this Section 2, then such rules and understandings and the use of extra employees (conductors, brakemen and firemen) shall apply.

**Note 2.** The terms and provisions of Section 2 of this Agreement and Note 1 thereunder shall apply to the types of services specified in Section 2 on the following branch line territories, as well as main line territories -

Main Line Branch Line

La Grande - Hinkle Joseph Branch

Hinkle - La Grande Pilot Rock Branch

Umatilla Branch

\* Denotes protected by Third Seniority District conductors and brakemen only (not applicable to firemen).

**Section 3**. The provisions of Section 2 of this Agreement and the Notes 1 and 2 thereunder shall not apply to the Third Seniority

District territory between La Grande and Huntington, or for the types of services identified in Section 2 for any services east of La Grande and west of Huntington, instead the terms and provisions of Section 1, Part IV of the Basic Interdivisional Service Agreement dated August 26, 1972 shall apply.

**Section 4**. In the application of subsection (b iii) of Section 1, Part I of the Basic Interdivisional Service Agreement, dated August 26, 1972, the basic rates of pay applicable for the first 100 miles in the territory La Grande - Huntington shall apply for all miles run or paid for with respect to conductors and brakemen only engaged in interdivisional freight service between La Grande and Nampa and vice versa; however, that the parties shall be governed and controlled by any agreements and understandings which may flow from national handling of issues, including those before the Standing Committee (Article XIV of the Mediation Agreement of January 27, 1972) as such issues relate to -

a) Basis of pay

b) Car scale additives

c) Mileage hold down

d) Elimination of arbitraries

**Section 5.** The terms and provisions of this Agreement shall be effective only after interdivisional freight service is established in the territories specified in Part I, Section 1 of the Basic Interdivisional Agreement and as specified by notices served pursuant to Section 3 of Part I of such Basic Interdivisional Service Agreement and is limited in its application to the territories and/or subjects herein specified.

Dated at Portland, Oregon this 26th day of August, 1972.

UNION PACIFIC RAILROAD COMPANY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*S/N. B. Beckley*

Director of Labor Relations -

System

UNITED TRANSPORTATION UNION:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*S/ C. G. Kunze*

General Chairman, C Division

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*S/ J. H. Watson*

General Chairman, T Division

*S/ A. Foord*

General Chairman, E Division

APPROVED:

*S/ F. D. Tuffley*

Vice President, U T U

**No. 3 (A)**

LR 013 IR

**UNION PACIFIC RAILROAD COMPANY**

***Department* of *Labor Relations***

**August 26, 1972**

Mr. J. H. Watson

General Chairman, UTU T

936 SE Ankeny Street

Portland, Oregon 97214

Mr. C. G. Kunze

General Chairman, UTU C

P 0 Box 150

Pocatello, Idaho 83201

Mr. H. M. Price

General Chairman, UTU E

P 0 Box 1209

Pocatello, Idaho 83201

Gentlemen:

This has reference to our discussions in conference at Portland, Oregon on August 26, 1972, concerning the adoption of the several Interdivisional Service Agreements for application on the Oregon Division.

That particular understanding is further implemented to include a Subsection (c) under Section 1 so as to include the following: -

''Employees (conductors, brakemen and firemen) called and used in non-interdivisional service from LaGrande, Oregon to Huntington, Oregon may be used in non-interdivisional service from Huntington, Oregon to LaGrande, Oregon as traffic is available within twelve (12) hours from the time tied up, otherwise such employees (conductors, brakemen and firemen) shall be deadheaded to the extra board point (LaGrande)."

The Note 1 as contained under Subsection (b) of Section 1 shall also apply with respect to the application and administration of Section (c) of Section 1 of the agreement entitled --Supplemental Understandings and as further Implemented by Subsection (c), Section 1 as above quoted.

The above will confirm the understanding which we reached in the conference at Portland, Oregon on August 26, 1972 and space has been provided on this letter for your acceptance.

Yours truly,

S/ N.B. Beckley

cc; Mr. F. D. Tuffley

A C C E P T E D:

*S/ C. G. Kunze,* Gen Chrm UTU C

S/ J. H. Watson, Gen Chrm UTU T

*S/ A. Foord,* Gen Chrm UTU E

APPROVED: s/ F. D. Tuffley,Vice President

**No. 4**

**UNION PACIFIC RAILROAD COMPANY**

***Department* of *Labor Relations***

**June 7, 1972**

Mr. C. G. Kunze

General Chairman, UTU C

Pocatello, Idaho 83201

Mr. H. M. Price

General Chairman, UTU E

Pocatello, Idaho 83201

Mr. J. H. Watson

General Chairman, UTU T

Portland, Oregon 97214

Gentlemen:

In the conferences held at Pocatello, Idaho and Portland, Oregon on the issues of interdivisional service, the organizations contended that certain alleged sharp practices were being indulged in by the Company so as to defeat both held-away-from-home terminal time payments and allowances for the second meal period to employees (conductors, brakemen and firemen who might, except for such alleged sharp practices, qualify for such additional payments.

Specifically, Section 2 of Article XI (Expenses Away From Home) of the Mediation Agreement of January 27, 1972 (Case A-8830) and paragraph (e) (i) of the Carrier's proposed Interdivisional Service Agreement (see also paragraph (c) of Section 3 of Article XII (Interdivisional Service) provide in essence that -

"Crews will be allowed a $2.00 meal allowance after 4 hours at the away-from-home terminal and another $2.00 meal allowance after being held an additional 8 hours.''

In essence, therefore, a crew held at the away-from-home terminal twelve hours or more qualifies for an allowance of $4.00, i e., $2.00 after the first 4 hours and $2.00 after the second additional 8 hours.

It was asserted, however, that crews were frequently brought on duty after being held at the away-from-home terminal 11 hours or more and before the expiration of the twelfth hour, ever though - according to some statistics and data furnished - the train for which called was not scheduled to arrive and, in fact, did not arrive until one or more hours after the twelfth hour.

In order to correct this alleged practice and inequitable handling, various proposals have been made to the carrier, some of which appeared to be wholly lacking in merit; whereas, others appeared to have some basis in equity and merit.

Therefore, to resolve this issue –

**IT IS AGREED:**

1 - Meal Allowances

(a) In the application of Section 2 of Article VI and other provision of the agreement adverted to above, if a crew is brought on duty after having been off duty eleven hours and thirty minutes (11 '30") at the away-from-home terminal and the train for which called does not start on its road trip until I after the expiration of the twelfth hour of the crew, calculated from the time crew was relieved from duty on the previous trip, the crew will In that event and that event only qualify for the second meal allowance of $2.00.

(b) If, however, a crew is brought on duty after having been off duty less than eleven hours and thirty minutes (11'30'') at the away-from-home terminal and the train for which called does not start on its road trip until after the expiration of the twelfth hour of the crew, calculated from the time crew was relieved from duty on the previous trip, the crew will not in such event qualify for the second meal allowance ($2.00).

Example (Paragraph A)

Crew A arrives X at 4:30 PM 1st, ties up 5:05 PM 1st.

Crew A brought on duty X 4:40 AM 2nd, train departs 5:10 AM 2nd.

Crew A qualifies for second meal allowance.

Example (Paragraph A) -

Crew A arrives X at 4:30 PM 1st, ties up 5:05 PM 1st.

Crew A brought on duty X 5:00 AM 2nd, train departs 5:50 AM 2nd.

Crew A qualifies for second meal allowance.

Example (Paragraph A)

Crew A arrives X at 4:30 PM 1st, ties up 5105 PM 1st.

Crew A brought on duty X at 4:30 AM 2nd, train departs 5:55 A 2nd.

Crew A does not qualify for second meal allowance.

Example (Paragraph B) -

Crew A arrives X at 4:30 PM 1st, ties up 5:05 PM 1st.

Crew A brought on duty X 4:30 AM 2nd, train departs 5:40 AM 2nd.

Crew A does not qualify for second meal allowance.

(c) The terms and provisions of paragraphs (a) and (b) above (meal allowances) shall be effective ten (10) days from the date that Interdivisional Service Agreements are signed between the Company and the UTU (C, T & E Divisions), notwithstanding the fact that interdivisional service may not, pursuant to such Interdivisional Service Agreements, be established or inaugurated in certain specified territories.

2 - Held-Away-From-Home Terminal Time

The first sentence of the various held-away-from-home terminal rules all read as follows –

"Where a conductor (brakeman, fireman) is called on duty while receiving held-away-from-home terminal time pay, he will be paid until the departure of the train for which called, except where terminal delay payments or terminal work payments accrue, in which event held time pay will stop at the time terminal time begins, but held time pay will not be duplicated with any other pay."

In the application and administration of the first sentences of the held-away-from-home terminal and as above quoted -

**IT IS AGREED That -**

1) A conductor, brakeman or fireman called and brought on duty while not receiving held time and held time accrues prior to the departure of the train, held-away-from-home terminal time will be paid until the departure of the train for which called, except that held time payments shall not be duplicated with or be in addition to any other payments under terminal work and/or delay time rules.

2) Except as specifically herein provided, no change is made or contemplated in the other terms and provisions of the held-away-from-home terminal rules under this letter agreement.

3) The terms and provisions of Section 1 of this letter agreement (2 - He I d -Away- From-Home Terminal) shall be made effective as of the date the Interdivisional Service Agreements are signed; provided further, however, the interpretation and application of the first sentences of the various held-away-from-home terminal rules only shall be applied retroactively to all valid claims of

record before the timekeeping bureaus, Director of Labor Relations- System and the Supervisors of Wage Schedules.

Space has been provided on this letter to signify your acceptance and approval.

Yours truly,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/ N.B. Beckley

A C C E P T E D:

S / C. G. Kunze

General Chairman, C Division

S/ J. H. Watson

General Chairman, T Division

S/ A. Foord

General Chairman, E Division

APPROVED:

S/ F. D.Tuffley

Vice President, U T U

**No. *5***

**A G R E E M E N T**

***between the***

**UNION PACIFIC RAILROAD COMPANY**

***(Northwestern District - Oregon Division***

***and the***

**UNITED TRANSPORTATION UNION**

***C, T and E Divisions***

**Retirement Allowance**

**PART A - Retirement Allowances**

Section 1. Conductors, brakemen and firemen on any particular operating subdivision or at any particular terminal may, at the Company's option, be given an opportunity to resign and accept a retirement allowance. The amount of the retirement allowance will be based upon the age of the conductor, brakeman or fireman as of his nearest birthday on the date such allowance is offered. The amount of the allowance will be:

Age Nearest Birthday Allowance

Less than *64* $15,000.00- \*if not in excess of *15* months' pay

*64* and less than *65* $12,000.00 - \*if not in excess of 12 months' pay

*65* and less than *66* $10,000.00 - \*if not in excess of 10 months' pay

*66* and less than *67 $ 8,000*.00 - \*if not in excess of 8 months' pay

*67* and less than *68 $ 6,000.00 - \*if* not in excess of *6* months' pay

*68* and over $ 4,000.00 - \*if not in excess of 4 months' pay

**Note**: In determining retirement allowances, the appropriate number of months' pay will correspond with the earnings in the number of months provided immediately preceding the last day of compensated service and the retirement allowance shall be either at the amounts shown above or the amounts determined by the actual earnings in the period covered by the conductors', brakemen's and/or firemen's particular age bracket, whichever is the lesser.

For the purpose of administering Section 1, Part B of this Agreement, the ages and birthdates of conductors, brakemen and firemen will be those shown in the records of the carrier.

Section 2. The acceptance of the retirement allowance shall be at the option of the eligible conductor, brakeman or fireman to whom offered. Acceptance shall be in writing, shall be irrevocable and shall be received by the officer offering the allowance within fifteen *(15)* calendar days of receipt of such offer.

Section 3. An eligible conductor, brakeman or fireman who elects to accept and is awarded an allowance shall thereupon terminate his employment relationship with the carrier, and the effective date of such termination shall be the date specified by the Company and such date shall be within thirty (30) days of the date of the offer unless otherwise agreed by the parties signatory hereto. A minimum of fifteen- (15) calendar days advance notice of date of termination of employment shall be given the conductor; brakeman or fireman offered a retirement allowance.

Section 4. The allowance provided for in Part B of this Agreement shall be paid within sixty (60) calendar days of the date of the termination of employment relationship of the eligible conductor, brakeman or fireman, except at the option of the conductor, brakeman or fireman, the allowance may be paid in two (2) or three (3) annual installments on the anniversary date of termination.

Section 5. The retirement allowance herein provided for will be in addition to any vacation allowance to which a conductor, brakeman or fireman accepting said retirement allowance may be entitled as of the date of his retirement.

**PART B - Effect and Purpose**

Section 1. The purpose of this Agreement is to give effect to the terms and provisions of the Interdivisional Service Agreement, dated August 26, 1972, and is intended to provide procedures for implementing such interdivisional service agreement when interdivisional service is established and inaugurated in any particular territory or territories as covered by the Interdivisional Service Agreement, except that the Carrier may, at its option, invoke the provisions of Part A (Retirement Allowances) prior to establishment and Inauguration of interdivisional service.

Section 2. The terms and provisions of Part B of this Agreement shall be effective May 1, 1972 and thereafter, subject to change modification or alteration in accordance with the Railway Labor Act, as amended.

Dated at Portland, Oregon this 26th day of August 1972.

UNITED TRANSPORTATION UNION: UNION PACIFIC RAILROAD COMPANY:

*S/* C. G. Kunzes/ N. B. Beckley

General Chairman, C Division Director of Labor Relations -

System

S/ J. H. Watson

General Chairman, T Division

S/ A. Foord

General Chairman, E Division

APPROVED:

S/ F. D. Tuffley

Vice President, U T U

**No. 6**

**A G R E E M E N T**

***between the,***

**UNION PACIFIC RAILROAD COMPANY**

***and the***

**UNITED TRANSPORTATION UNION**

***C, T and E Divisions***

***Northwestern District - Oregon Division)***

**SUPPLEMENTAL UNDERSTANDINGS and RULE MODIFICATIONS**

**IT IS AGREED:**

**Section 1**. (a) Where, because of the Hours of Service Act and/ or other emergency factors, crews (conductors, brakemen and firemen) of trains operating in interdivisional service in either direction (eastward or westward) are tied up or released enroute at any point east of The Dalles, Oregon and it becomes necessary to provide a relief crew to handle the train to a designated interdivisional terminal (Hinkle, Oregon in the case *of* eastward trains and Albina, Oregon in the case of westward trains), such relief crew service will be protected by the first-out interdivisional service crew at Hinkle, Oregon, except as provided in Note 4 below -

**Note 1**: A crew (conductor, brakeman and fireman) used for short turnaround service from Hinkle, Oregon to a point east of The Dalles, Oregon and return to Hinkle, Oregon pursuant to and under the conditions prescribed in subsection (a) of Section 1 of this Supplemental Understanding shall, for the purposes of applying this Agreement, be considered as having been inducted into interdivisional service in applying the terms and provisions of the Interdivisional Service Agreement of August 26, 1972.

**Note 2:** A crew (conductor, brakeman and fireman) used for short turnaround service from Hinkle, Oregon to a point east of The Dalles, Oregon pursuant to and under the conditions prescribed in subsection (a), Section 1 of this Supplemental Understanding shall be placed first out upon completion ofthe turnaround service and will not, if other interdivisional service crews are rested and available for service at the terminal of Hinkle, Oregon, be used for a second tour of duty in turnaround service from such first-out position but will be called, subject to the availability and held for rest rules of the respective agreements , from such first-out position for the next straightaway trip in interdivisional service to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal.

**Note 3**: Insofar as the provisions of subsection (a) of Section 1 of this Supplemental Understanding apply to the operations therein described, neither the first-in first-out provisions in the respective schedule agreements nor the penalty provisions of the respective runaround or not-called-in-turn rules of the respective schedule agreements shall apply.

**Note 4:** Nothing in subsection (a) of Section 1 of this Supplemental Understanding shall be construed or interpreted so as to preclude the use, including the deadheading of employees (conductors, brakemen and fire men), from Hinkle, Oregon to any point east of The Dalles, Oregon for the purpose of handling westward trains operating in interdivisional service to the interdivisional terminal of Albina Oregon, in which case the terms and provisions of subsection (a) of Section 1, including Notes 1, 2 and 3, shall not be applicable,

(b) Where, because of the Hours of Service Act, and/or other emergency factors, crews (conductors, brakemen and firemen) handling westward trains in interdivisional service are tied up or released at any point west of The Dalles, Oregon and it becomes necessary to provide a relief crew to handle the train to the designated terminal (Albina, Oregon), such relief crew service will be protected by extra employees (conductors, brakemen and firemen) in accordance with he governing and control ling rule of the respective schedule agreements, except as provided in Note 2 below

**Note 1**: Extra employees (conductors, brakemen and firemen) called and used pursuant to and under the conditions prescribed in subsection (b), Section 1 of this Supplemental Understanding shall not, for the purpose of applying this Agreement, be considered as having been inducted into interdivisional service and none of the terms and provisions August 26, 1972 shall apply.

**Note 2**: Nothing in subsection (b) of Section 1 of this Supplemental Understanding shall be construed or interpreted so as to preclude the use, including the deadheading of employees (conductors, brakemen and firemen) from Hinkle, Oregon to any point west of The Dalles, Oregon for the purpose of handling a westward train operating in interdivisional service to the interdivisional freight terminal of Albina, Oregon, in which case, the terms and provisions of subsection (b) of Section 1, including Note 1, shall not be applicable.

**Section 2.** If the last remaining yard crew assignment at The Dalles, Oregon is discontinued within three years from the date of this Agreement, yard service employees affected thereby shall be subject to the benefits and obligations and shall, in that event, be covered by the terms and conditions of Article XIII (Case A-8830) and the provisions of Part V (Employee Protection and Coverage) of the Interdivisional Service Agreement of August 26, 1972.

Signed and dated at Portland, Oregon this 26th day of August 1972.

UNITED TRANSPORTATION UNION: UNION PACIFIC RAILROAD COMPANY

S/ C.G Kunze , Gen Chrm C Dvn *s/ N. B. Beckley*

S/ A. Foord, Gen Chrm E Dvn

S/ J. H. Watson , Gen Chrm T Dvn Director of Labor Relations

System

APPROVED:

S/ F. D. Tuffley

Vice President, UTU

**No. 7**

**UNION PACIFIC RAILROAD COMPANY**

**Department of Labor Relations**

**Pocatello, Idaho 63201**

**June 7, 1972**

Mr. J. H. Watson

General Chairman, UTU T

*936 5 E* Ankeny Street

Portland, Oregon *97214*

Mr. C. G. Kunze

General Chairman, UTU C

P 0 Box 150

Pocatello, Idaho *83201*

Mr. H. M, Price

General Chairman, UTU E

P 0 Box *1209*

Pocatello, Idaho *83201*

Gentlemen:

This has reference to our discussions in conference on June 6, *1972,* dealing with certain facets of the Interdivisional Service Agreement, particularly Section 4 of the agreement, entitled ''Supplemental Understandings."

As stated to you in the conference, the road mileage figures as set forth in Section 1, Part I of the interdivisional Service Agreement dated June *7, 1972,* shall apply to conductors and brakemen who have established seniority as such, and should a brakeman be promoted to the grade and rank of conductor, such employee will also be entitled to the in Section 1 of Part I. However, any employee hired on or after June 7,1972 and irrespective of the grade of service in which working, shall be entitled only the actual road mileage to be calculated and determined in accordance with the provisions of Section 4 of the Agreement, entitled "Supplemental Understandings." This same understanding shall apply to firemen promoted to the grade and rank of engineer.

As to Part V of the interdivisional Service Agreement which deals the sale of homes, the parties had some discussion bearing upon those employees who own so-called Mobile Homes. In this respect, you were advised that:

1) The Carrier would cover and pay for the cost of moving the mobile home of an employee to a new location.

*2)* The cost of the lot on which such mobile home was situated but not in excess of $500.00.

The provisions of Section *2* and the lump sun payment as therein specified would apply;

4) The provisions of Section 3 and the lump sum payment as therein specified for moving to a possible higher real estate

cost area or Mobile Home Park; or

5) Apply the provisions of Section 4, in lieu of any and all other benefits as set forth in Sections 1, 2 and 3 of Part V of the Interdivisional Agreement, Section II of the Washington Agreement of May, 1936 and Section 9 of Article XIII (Protection of Employees) of the Mediation Agreement of January 27, 1972 (Case A-8830), the appraisal of such homes to be determined by the Blue Book Price or whatever system of appraisal is customarily used by appraisers for mobile homes in the area involved.

6) The above to be the sole limit and extent of the Company's obligation and liability to any employee owning a so-called

"Mobile Home".

If the above fairly records the understanding which we discussed in conference, you should so indicate your acceptance by signing this letter In the space provided for that purpose.

Yours truly,

S/ N. B. Beckley

ACCEPTED:

S/ C. G. Kunze

General Chairman, C Division

S/ J. H. Watson

General Chairman, T Division

S/ Albert Foord

General Chairman, E Division

S/ F. D. Tuffley

Vice President, U T U

**No. 8**

**UNION PACIFIC RAILROAD COMPANY**

***Department of Labor Relations***

**August 18, 1972**

Mr. J. H. Watson

General Chairman, UTU T

Portland, Oregon 97214

Mr. H. M. Price

General Chairman, UTU E

Pocatello, Idaho 83201

Mr. C. G. Kunze

General Chairman, UTU C

Pocatello, Idaho 83201

Gentlemen;

This has reference to our discussions in conference at Portland, Oregon on July 20 and 21, 1972, during which conferences the parties reviewed the Basic Interdivisional Service Agreements and the Supplemental Understandings in reference to the implementation, administration and application of the Interdivisional Service Agreements, if and when such service is inaugurated.

In those discussions, certain other factors were presented, including some proposed changes in the Basic Interdivisional Service Agreement and some of the Supplemental Understandings.

In accordance with our discussions, the following corrections are to be made in the Basic Interdivisional Service Agreement, as noted hereafter: -

Page 12, Section 4 of Part V, will be changed in the fifth line so as to delete the Numeral 1, such change to be made on the stencil and which is reflected by the attached photo copy of the amended stencil.

Page 13, Note 2, line five, under Section 4 of Part V will be and has been amended to read "February 11, 1972'' in lieu of the words ''this Agreement."

Also, the Organization requested that additional examples, i.e., Example 4 and 5, be included within the coverage of Part IV (Extra Work Extra Boards - Manning) of the Basic Interdivisional Service Agreement.

**Therefore IT IS AGREED: -**

A) The following Example 4 shall be considered as a portion of Part IV of the Basic Interdivisional Service Agreement: -

Example 4: If a train is to be operated from LaGrande, Oregon to Huntington, Oregon and firemen from the LaGrande extra board - if service originates at LaGrande - shall be used for such turnaround and/or straightaway service.

Example 5. If a train is to be operated from The Dalles, Oregon to Hinkle, Oregon, extra conductors, brakemen and firemen from The Dalles extra board - if service originates at The Dalles - shall be used for such turnaround and/or straightaway service.

B) The words "as such" as used in line 3 of Section 4 of the Agreement entitled ''Interdivisional Service - Supplemental Understandings" have or will be deleted from the Agreement, as reflected by the attached photo copy of the amended stencil.

C) Note 2 of Section 1 of the Agreement entitled ''Supplemental Understandings and Rule Modifications" has been amended to the extent shown by the attached photocopy of the agreement pertaining thereto.

In the belief that the above fairly and accurately represents the points which we discussed in the conferences on July 20, *1972,* and prior thereto, you should so indicate by signing this letter in the spaces provided for that purpose.

And, since the above changes, modifications and alterations completes and finalizes our understandings as reached in the several conferences, we propose that the interdivisional Service Agreements be executed by the parties prior to August *31, 1972* and suggest, therefore, that the parties arrange to meet for this purpose at 10:00 AM on Friday, August 25, *1972,* in the 6th floor conference room, Pittock Block, Portland, Oregon.

Yours truly,

S/ *N. B. Beckley*

cc: Mr. F. D. Tuffley

ACCEPTED:

*S/* J. H. Watson

General Chairman, UTU - T

S/ Albert Foord

General Chairman, UTU - E

*S/ C. G. Kunze*

General Chairman, UTU - C

APPROVED:

*SL F. D. Tuffley*

Vice President, U T U

**No. 9**

**UNION PACIFIC RAILROAD COMPANY**

***Department* of *Labor Relations***

**August 26, 1972 LR 013- IR**

**Mr. J. H. Watson**

**General Chairman, UTU T**

**936 S E Ankeny Street**

**Portland, Oregon 97214**

**Mr. C. G. Kunze**

**General Chairman, UTU C**

**P 0 Box 150**

**Pocatello, Idaho**

**83201**

**Mr. H. M. Price**

**General Chairman, UTU E**

**P 0 Box 1209**

**Pocatello, Idaho**

**83201**

**Dear Sirs:**

**This has reference to the several Interdivisional Service Agreements and Supplemental Understandings made to give effect to the establishment of interdivisional service on the Northwestern District Oregon Division.**

**In view of the numerous documents involved and because of the possibility of errors in spelling, rule references and/or possible omissions in language, it Is understood the parties will meet for the purpose of correcting any obvious errors and/or omissions in such documents, provided, however, such changes shall be limited to correcting such errors but shall not be held for the purpose of changing the substance, intent and purpose of the agreements as finally negotiated.**

**The above is written in confirmation of our understanding and, on the assumption it fairly represents the conclusions reached, we have provided space on this letter for your acceptance.**

**Yours truly,**

***S/ N. B. Beckley***

**cc: Mr. F. 0. Tuffley**

**A C C E P T E D:**

***S/ J. H. Watson***

**General Chairman, UTU T**

**S/ C. G. Kunze**

**General Chairman, UTU C**

**S/ Albert *Foord***

**General Chairman UTU E**

**APPROVED:**

***S/ F. D. Tuffley***

**Vice President, U T U**

**No. 10**

**UNION PACIFIC RAILROAD**

**COMPANY**

***Department of Labor Relations***

**July *12, 1972***

**Mr. J. H. Watson**

**General Chairman, UTU T**

**Portland, Oregon 97214**

**Mr. C. G. Kunze**

**General Chairman, UTU C**

**Pocatello, Idaho 83201**

**Mr. H. M. Price**

**General Chairman, UTU E**

**Pocatello, Idaho 83201**

**Gentlemen:**

**This has reference to our discussions in conference at Pocatello, Idaho on June 13 and 14, 1972 bearing upon the sale of homes, change of residence and transfer to new and possibly a higher real estate cost area, with the establishment and Inauguration of interdivisional service.**

**In reference to those discussions, you advised that you were agreeable to the adoption of the BN formula, particularly for those employees who might elect to retain their homes, such formula, if accepted, to be in lieu of any and all other benefits as might be available to such employees (conductors, brakemen and firemen) under Section 9 of Article XIII of the Mediation Agreement of January 27, 1972, Section II of the Washington Agreement of May, 1936 and/or Part 5 (Sections 1, 2 and 3) of the Interdivisional Service Agreement. Similarly, the parties agreed that by the adoption of the BN formula as set forth in Section 4 of Part V of the Interdivisional Service Agreement, the "new construction'' idea or formula would not be considered, initiated or fostered as an alternative basis, in lieu of, or in substitution of the BN formula.**

**Accordingly, we have proceeded with the Interdivisional Service Agreement on this basis.**

**Similarly, all contentions with, respect to locating to a possible higher real estate cost and/or construction area, including the incidental costs that might be incurred by the employee (conductor, brakeman or fireman) such as but not necessarily limited to, individual appraisal costs, selling costs, filing fees, higher interest loan costs, real estate commissions, title insurance, escrow fees, recording fees, closing costs, tax payments, interest payments due, if any, and any and all other expenses and costs associated with the sale of the former home and purchase of a home at the new location, other than moving costs, must be and will be assumed by the employee (conductor, brakeman or fireman) involved in the sale of his home and purchase of a home at the new location and the Company shall not be expected or required to assume any obligations in connection with incurred in such transactions, including traveling expenses and living expenses for the employee and family, except as to payments provided in Sections *2* and 3 of Part V of the Interdivisional Service Agreement, dated August *26, 1972.***

**In consideration of the above and with the understanding as set forth above, it is understood and agreed that an employee (conductor, brakeman or fireman) who elects to sell his home by reason of being required to change his place of residence, shall unless such employee (conductor, brakeman or fireman) elects the option provided for in Section 4 of Part V of the Interdivisional Service Agreement, i.e., retention of his home in lieu of all other benefits - be subject to all of the rights and obligations of Section II of the WJPA of May, *1936* and, in addition, shall be allowed $1500.00 to cover the loss In the sale of his home and the change in the point of his employment, but the payment as herein provided for shall, of course, be subject to the obligations which the employees (conductors, brakemen and firemen) have and must assume under Section II of the WJPA.**

**If the above fairly records the understanding which we reached in the conference discussions, you should so indicate by signing this letter in the spaces provided for that purpose.**

**Yours truly,**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***S/ N. B. Beckley***

**A C C E P T E D:**

**S/ C. G. Kunze**

**General Chairman, C Division**

**S/ J. H. Watson**

**General Chairman, T Division**

**S/ Albert Foord**

**General Chairman E Division**