**APPENDIX No. 4**Interdivisional Service
(4th & 5th Sen Dists)
ODB-3358
ODC-1291

**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 *Fourth & Fifth Seniority Districts*
TERRITORIES:**
     Westward                        Eastward

                                         Spokane - Hinkle         Hinkle - Spokane

         Lewiston - Hinkle          Hinkle - Lewiston
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is made and entered into this 20th day of July, 1972 by and between the Union Pacific Railroad Company - Northwestern District (Oregon Division) -hereinafter called "Company'' - and the United Transportation Union (hereinafter called "UTU") pursuant to Article XII (Interdivisional Service\*) of the Mediation Agreement (Case A8830) 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 hereto that -

**PART- I**

**Discontinuance of Ayer, Washington as a Freight District Terminal**

Section 1. In accordance with Section 1 of Article XII (Interdivisional -Service) of the Mediation Agreement of January 27, 1972 -Case No. A-8830) and subject to the conditions as hereinafter specified in this agreement, Ayer, Washington will be eliminated as an away-from-home terminal and the company may establish interdivisional service as set forth below . . . . .

(a) Ayer, Washington will be eliminated as an away-from-home terminal and employees (conductors, firemen and brakemen) on the Fourth and Fifth Seniority Districts will operate between Hinkle, Oregon and Spokane, Washington and/or between Hinkle, Oregon and Lewiston, Idaho as follows -

(i) Assigned through freight service runs and/or pool and unassigned freight service runs, including interdivisional work train service, except as hereinafter provided, will be manned by Fourth and Fifth Seniority District employees (conductors, brakemen and firemen) on the basis of the ratio of miles that the mileage on the Fourth and Fifth Seniority Districts, respectively, bear to the total miles run, viz:

**Hinkle – Spokane - Hinkle**

**Hinkle – Lewiston - Hinkle**

% Tot

Mlg Ea

Trn Total Total Sen Dst

Sen Per Segment Mileage All To Tot

Dst Territory Mlg Day Mileage Trains Mileage

4th Hinkle - Ayer 83.9 4 335.6 ) 48%

4th Hinkle - Tucannon 92.2 2 184.20) 519.80

5th Ayer – Spokane 103.6 4 414.40) 52%

5th Tucannon-Lewiston 77.7 2 155.40) 569.80

(ii) The home terminal for Fourth Seniority District employees (conductors, brakemen and firemen) will be at Hinkle, Oregon; the home terminal for Fifth Seniority District employees (conductors, brakemen and firemen) will be at Spokane, Washington and/or Hinkle, Oregon.

(iii) Employees (conductors, brakemen and firemen) handling trains in interdivisional service in the territories cited will be allowed actual road mileage as listed below:

Actual

Road

Territory Direction Miles

Hinkle - Spokane Eastward 198

Spokane - Hinkle Westward 198

Hinkle - Lewiston Eastward 175

Lewiston - Hinkle Westward 175

Section 2. Except as otherwise provided in this agreement, all rules, regulations, understandings and/or practices, however established, between the Company and the UTU which directly or indirectly imply that Ayer, Washington shall be an away-from-home terminal for employees (conductors brakemen and firemen) when engaged in interdivisiona1 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 I, Section 1 of this agreement shall be placed into effect on Monday, May 1, 1972, and such interdivisional service will be subject to the terms and provisions of Part II and other provisions of this agreement.

**PART II**

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

Section 1. Employees (conductors, brakemen and firemen handling trains in interdivisional service assigned and/or unassigned, shall be allowed the actual road miles as specified in Section 1, subsection (a), paragraph (iii) of Part I of this agreement and all miles run over on e 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. The allocation of crews and the equalization of mileage as between employees (conductors, brakemen and firemen) of the Fourth Seniority District and the Fifth Seniority District shall be on the bas is of the mileage a] location formula set forth in Appendix ''A'' which is attached hereto and made a part of this agreement.

Section 3. If the operation of extra trains, pool and/or unassigned freight service in interdivisional freight *service pursuant* to other terms and provisions of this agreement, in any of the territories *specified in* Section 1, Part I of this agreement, should create an unequal accumulation or allocation of *mileage as* between employees (conductors, brakemen and firemen) of Fourth Seniority District and the Fifth Seniority District, the Director of Labor Relations and the General Chairmen shall meet for the purpose of making such adjustments and al location of work as between employees (conductors, brakemen and firemen of the respective seniority districts so as to maintain proper equalization of mileage between the affected seniority district.

Section 4. Interdivisional service not *otherwise a*l located pursuant to Section 2 of this Part II shall be manned by employees (conductors, brakemen and fi*remen) of* the seniority district where the service originates.

Example: An extra train to be operated in interdivisional service originates at Hinkle, Oregon. In such a situation, the service shall be protected by employees (conductors, brakemen and firemen from the Fourth Seniority District.

Section 5. Non-interdivisional service (assigned, unassigned and/ or extra service) shall be manned by employees (conductors, brakemen and fi re men) from the seniority district over which such non- interdivisional service operates and there shall be no allocation of or adjustment of mileage as between employees of the *respectiv*e Fourth an d Fifth Seniority Districts.

**PART III**

**Rules Changes and Modification**

On May 1, 1972 the following changes and/or modifications to existing rules, to the extent indicated, shall be made effective and shall be made applicable only to those employees (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.:

Territory Direction

Hinkle – Spokane Eastward

Spokane Hinkle Westward

Hinkle – Lewiston Eastward

Lewiston –Hinkle Westward

(a) Initial terminal delay - freight service:

Provision Subject Identification

Section 11 Initial Terminal Delay BLF&E National Agreement- August 11, 1948

(Through Freight Service)

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

(Freight Service)

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

(Freight Service)

(i) The first paragraph only of subsection (a), Section 11 of the BLF&E (now UTU-E) National Agreement of August 11, 1948; the first paragraph of Section (a), Article 5 of the BRT (now UTU-T) National Agreement of May 25, 1951; and the first paragraph only of Section (a), Article 5 of the ORC&B (now UTU-C) National Agreement of May 23, 1952 are amended to read as follows -

"Initial terminal delay shall be paid on a minute basis to employees (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, or the class of engine used, in addition to the actual road mileage of the trip, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal delay time accruing under this rule.

''NOTE: The phrase 'train leaves the terminal I 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:

Provision Subject Identification

Sec (b) Art 10 Overtime ORC&B Schedule Agreement of May 1, 1945

Mileage Basis

Sec (b) Art 10 Overtime BRT Schedule Agreement of May 1, 1945

Mileage Basis

Sec 2 Art 7 Overtime BLF&E Schedule Agreement of July 1, 1946

Mileage Basis

Freight

(i) The agreement provisions identified under subsection (b) of Section 1, Part III, of this agreement (see above) are modified to the extent that the following shall be added as a subparagraph thereof -

''On interdivisional freight service runs only, shall begin when the time on duty exceeds the divided by 20, or, in any case, when employees, (conductors brakemen and 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 180 miles, on duty, 12 hours; crew employees (conductor, brakeman and fireman) will be paid under this rule not less than 180 miles plus 3 hours overtime at an hourly rate of 3/16ths of the daily rate.''

(c) Eating: Interdivisional freight service:

Provision Subject Identification

Article 43 Freight Service ORC&B Schedule Agreement of May 1, 1945

Eating as unit

Article 43 Freight Service BRT Schedule Agreement of May 1, 1945

Eating as unit

Article 34 Eating - BLF&E Schedule Agreement of July 1, 1946

Freight Service

(i) The agreement provisions identified above under this subsection (c) of Section 1, Part III 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 rot 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:

Provision Subject Identification

Article 20 H A H T – Irregular ORC&B Schedule Agreement of May 1, 1945

service

Article 20 H A H T – Irregular BRT Schedule Agreement of May 1, 1945

service

Article 10 H A H T – Irregular BLF&E Schedule Agreement of July 1, 1946

service

(i) The agreement provisions identified above shall apply to employees (conductors, brakemen and firemen) who are used in other than assigned interdivisional through freight service, i.e., extra, unassigned and/or interdivisional freight service runs which are not established as assigned interdivisional through freight service runs In the case of Fifth Seniority District employees (conductors, brakemen and firemen), Hinkle, Oregon shall be considered as the away-from-home terminal and in the case of Fourth Seniority District employees (conductors, brakemen and firemen) Spokane, Washington and/or Lewiston, Idaho shall be considered as the away-from-home terminal.

(e) Expenses away from home:

Provision- Subject Identification -

Art II Sec 1 Expenses Away From National Agreement

Home (Lodging) of June 25, 1964

(ORC&B, BRT, BLF&E)

Art II Sec 2 Expenses Away From National Agreement

Home (Meals) of June 25, 1964

(ORC&B, BRT, BLF&E)

(i) The agreement provisions identified above shall be modified to include the following -

(Section 1 of Article II of the National Agreement of June 25, 1964) -

(a) 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 1**. Suitable transportation includes company owned or provided passenger carrying motor vehicle or taxi 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,of Article 11 of the June 25, 1964 Agreement.

**''Note 2.** Employees (conductors, brakemen and firemen) entitled to suitable lodging pursuant to subsection (b) hereof and Section 1 of 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 II 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 terminals and another $2.00 allowance after being held an additional 8 hours."

(f) **Point of Layoff:**

**Provision Subject Identification**

Sec 7 Art 29 Point of Layoff ORC&B Schedule Agreement of May 1, 1945

Sec 7 Art 29 Point of Layoff BRT Schedule Agreement of May 1, 1945

Sec 9(b)6 - Point of Layoff BLF&E Schedule of July 1, 1946

Agreement

Art 39

(i) The agreement provisions identified above are amended so as to provide that -

"Regularly assigned employees (conductors, brakemen and firemen) engaged in handling assigned through freight runs established pursuant to this agreement must, except in cases of sickness, personal injury or similar emergency factors, lay off at the home terminal of the assignment for the employee (conductor, brakeman or fireman) and when reporting for service, such employees (conductors, brakemen and firemen) must report at the home terminal of the assignment established for the employee. Vacancies in interdivisional service occurring at the away-from-home terminal because of sickness, personal injury and other emergency factors will be manned by employees (conductors, brakemen and firemen) from the extra board where the vacancy occurs. Extra employees (conductors, brakemen and firemen) so used will be deadheaded to the protecting extra board upon completion of the service trip.''

**(g) Deadheading** --

(i) "Employees (conductors, brakemen and firemen) deadheading to initially inaugurate interdivisional service under this agreement and/or deadheading to and/or from certain established terminals to equalize mileage under the allocation formula and arrangements shall be treated as deadheading on company business in administering pay allowances in the application of the deadhead rules in the several agreements. Deadheading in the exercise of seniority or in the application of mileage regulations shall not be payable."

**PART IV**

**Employee Protection and Coverage**

The terms and provisions of Article XIII, of the Mediation Agreement (Case A-8830) of January 27, 1972, as hereinafter quoted, shall apply to affected employees covered by this Agreement, viz:

**"ARTICLE XIII - PROTECTION OF EMPLOYEES**

"The scope and purpose of this Article XIII are to provide, to the extent specified herein, for fair and equitable arrangements to protect the interests of certain of the carriers’ employees represented by the United Transportation Union who are adversely affected by the application of Article VIII - Interchange, Article IX - Road-Yard Movements, and Article XII - Interdivisional Service of this Agreement; therefore, fluctuations and changes in volume or character of employment brought about by other causes are not within the purview of this Article.

**"Section 1. Definitions.**

"Wherever used in this Article, unless the context requires otherwise:

(a) 'Implementation' means the application and implementation of the provisions of Article VII -Interchange, Article IX Road-Yard Movements, or Article XII - Interdivisional Service of this Agreement.

(b) 'Displaced Employee' means a carrier employee represented by the UTU who as a result of an Implementation is placed in a worse position with respect to his compensation.

(c) 'Dismissed Employee' means a carrier employee represented by the UTU who as a result of an Implementation is deprived of employment with the carrier because of the abolition *of* his position or the loss thereof as the result of the exercise of seniority rights by an employee whose position is abolished as a result of an Implementation.

(d) 'Protective Period' for employees covered by Section 2(a) *of* this Article means that period of time during which a Displaced or Dismissed Employee is to be provided protection hereunder. The Protective Period for such employee shall extend from the date he is displaced or dismissed for a period of time equal to the length of tire which such employee has seniority In the craft or class at the time he is adversely affected. In no event, however, will the Protective Period extend beyond the employee's 65th birthday. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern. In the event such a Displaced Employee elects to remain in the carrier's service after the first day of the month following the month he attains age 65, he will no longer receive any of the protective benefits of this Article XIII and the carrier may terminate on the same seniority district the protective benefits then being provided the junior Dismissed or Displaced Employee receiving protection under this Article on such seniority district on a one-for-one basis.

(e) 'Protective Period' for employees covered by Section 2(b) of this Article means the six-year period of time from the date such employee is dismissed but not to exceed the length of time which such employee has seniority in the craft or class at the time he is dismissed. Where an employee holds seniority as a conductor and brakeman or yardman or as an engineer and fireman, the earlier seniority date shall govern.

**"Section 2. Coverage.**

''(a) Subject to the other provisions of this Article, the protective benefits of Sections 3, 4, 5 and 6 of this Article XIII apply to:

"(1) Employees adversely affected directly or indirectly by an implementation of Article XII -Interdivisional Service.

(2) Regularly assigned employees assigned to yard crews that regularly spend more than 50 percent of their tine in interchange work who are adversely affected as a result of an implementation of the reciprocal interchange provisions of Section 5 of Article VII -Interchange. (Such employees will be determined by a joint check based upon the work performance of the involved yard crews for the 30 working days prior to the Implementation.)

Regularly assigned employees assigned to transfer crews adversely affected by the solid trains provision under Section 1of Article VII – Interchange.

Employees of Terminal Companies adversely affected either directly or indirectly by the interchange of solid trains provision under Section 1 of Article VII Interchange.

"(b) Subject to the other provisions of this Article, the protective benefits provided in Sections 4 and 5 of this Article XIII will be accorded to any employee of the carrier adversely affected by Article VII - Interchange, other than those covered by subparagraphs (2) and (3) of Section 2(a) of this Article XIII, or Article IX - Road-Yard Movements.

NOTE: The protective provisions of this Section as applied to Terminal Company employees will include, in addition to the above, the exercise of seniority and acceptance of employment on the involved line-haul carriers, engine service employees being required to accept engine service employment and ground service employees being required to accept ground service employment. The involved line-haul carriers will make appropriate arrangements in connection with subparagraph (a) (4) of this Section and the foregoing.

**''Section 3. Displacement Allowance**.

" (a) So long during his Protective Period after a Displaced Employee's displacement as he is unable, in the normal exercise of his seniority rights under existing agreements, rules and practices, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, he shall be paid a monthly displacement allowance equal to the difference between the monthly compensation received by him in the position in which he is retained and the average monthly compensation received by him in the position from which he was displaced.

''(b) Each Displaced Employee's displacement allowance shall be determined by dividing separately by 12 the total compensation received by the employee and the total time for which he was paid during the last 12 months in which he performed service immediately preceding the date of his displacement as a result of the Implementation (thereby producing average monthly compensation and average monthly time paid for in the test period). Both the above 'total compensation' and the 'total time for which he was paid' shall be adjusted to reflect the reduction on an annual basis, if any, which would have occurred during the specified twelve month period had Public Law 91-169, amending the Hours of Service Act of 1907, been in effect throughout such period, (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall also be adjusted to reflect subsequent general wage increases. In the event a Displaced Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

'(c) If a Displaced Employee's compensation in his retained position in any month is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent general wage increases) to which he would have beer entitled, he shall be paid the difference, less compensation for time lost on account of his voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period but if in his retained position he works in any month In excess of the aforesaid average monthly time paid for during the test period he shall be additionally compensated for such excess time at the rate of pay of the retained position.

'(d) If a Displaced Employee fails to exercise his seniority rights to secure another position available to him which does not require a change in his place of residence, to which he is entitled under the Schedule Agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position he elects to decline.

(e) The displacement allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement or dismissal for justifiable cause.

**''Section 4. Dismissal Allowances.**

(a) A Dismissed Employee shall be paid a monthly dismissal allowance, from the date he is deprived of employment and continuing during his protective period, equivalent to one-twelfth of the compensation received by him in the last 12 months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the transaction. Such allowance shall be adjusted to reflect on an annual basis the reduction, if any which would have occurred during the specified twelve month period had Public Law 91-169, amending Hours of Service Act of 1907, been in effect throughout such period (i.e., 14 hours limit for any allowance paid during the period between December 26, 1970 and December 25, 1972 and 12 hours limit for any allowances paid thereafter). Such allowance shall, also be adjusted to reflect subsequent general wage increases. In the event a Dismissed Employee shall have less than 12 months of service his total compensation and total time paid for shall be divided by the number of months in which he performed service.

"(b) The dismissal allowance of any Dismissed Employee who returns to service with the carrier shall cease while he is so re-employed. During the time of such re-employment he shall be entitled to protection in accordance with the provisions of Section 3.

"(c) The dismissal allowance of any Dismissed Employee shall be reduced to the extent that his combined monthly earnings in other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his representative, and the carrier shall agree upon a procedure by which Railroad shall be currently informed of the earnings of such employee in employment other than with the carrier, and the benefits received.

"(d) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure to return to service after being notified in accordance with the working agreement, or failure without good cause to accept a comparable position which does not require a change in his place of residence for which he is qualified and eligible with the carrier from which he was dismissed after being notified.

**''Section 5. Separation Allowance.**

A Dismissed Employee entitled to protection under this Article, may, at his option within 7 days of his dismissal, resign and (in lieu of all other benefits and protections provided in this Article) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May, 1936.

**''Section 6. Fringe Benefits.**

No employee of a carrier who is affected by an Implementation shall be deprived during his Protective Period of benefits attached to his previous employment, such as free transportation, hospitalization, pensions, relief, et cetera, under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

**"Section 7. Seasonal Fluctuations and Declines in Business.**

"(a) In the event of a decline in a carrier's business measured by the net revenue ton-miles in any 30-day period compared with the net revenue ton-miles for the corresponding period in the preceding calendar year, the number of employees who are receiving dismissal or displacement allowances may be reduced at any time during the said payroll period to the extent of one percent for each one percent decline. Such reductions in protected employees shall be made in inverse seniority order. Upon restoration of a carrier's volume of net revenue ton-miles employees must be returned to their protective status to the extent of one percent for each one percent rise in net revenue ton-miles. In the case of Terminal Companies, the decline in business shall be measured by the total number of loaded and empty cars received from and delivered to connecting carriers, including the number of loaded and empty cars handled in solid interchange trains, in any 30-day period compared with the volume of such interchange in the corresponding period in the preceding calendar year.

(b) In the event that an employee receiving a displacement allowance is subsequently placed in a worse position by reason of a seasonal fluctuation or a decline in business, so long as he continues in such position for that reason the amount paid him, as his displacement allowance shall continue unchanged.

(c) In the event that a Displaced Employee is deprived of employment with the carrier as the result of a seasonal fluctuation or a decline in business, his dismissal allowance shall be the amount which was being paid him as his displacement allowance. An employee other than a Displaced Employee who is deprived of employment, as the result of a seasonal fluctuation or a decline in business shall not be paid any protective benefits under this Article XIII.

**"Section 8. Arbitration of Disputes.**

(a) In the event the carrier and the UTU are unable to settle any dispute or controversy with respect to the interpretation, application or enforcement of any provision of this Article with in 20 days after the dispute arises, it may be referred by either

party to an arbitration committee. Upon notice in writing served by one party on the other of intent by that party to refer a dispute or controversy to an arbitration committee, each party shall, within 10 days, select one member of the committee and the members thus chosen shall select a neutral member who shall serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the UTU or the highest officer designated by the carrier, as the case may be, shall be deemed the selected member, and the committee shall then function and its decision shall have the same force and effect as though all parties had selected their members. Should the members be unable to agree upon the appointment of the neutral member within 10 days, the parties shall then within an additional 10 days endeavor to agree upon a method by which a neutral member shall be appointed, and, failing such agreement, either party may request the National Mediation Board to designate within 10 days the neutral member whose designation will be binding upon the parties.

(b) The decision, by majority vote, of the arbitration committee shall be final, binding, and conclusive and shall be rendered within 45 days after the hearing of the dispute or controversy has been concluded and the record closed.

(c) The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was adversely affected by an Implementation, it shall be his obligation to identify the adverse effect and specify the pertinent facts relied upon. If the facts so stated are sufficient to support a finding that the employee was so adversely affected by an Implementation, it shall then be the Railroad's burden to disprove those facts or prove that other factors affected the employee.

**Section 9.** Any Displaced Employee required to change his residence because of the Implementation of Article XII -Interdivisional Service shall receive the benefits contained in Sections 10 and 11, of the Washington Job Protection Agreement except that he will be allowed 5 working days instead of 'two working days' as provided in Section 10 of said Agreement, and in addition to such benefits shall receive a transfer allowance of $400.00. The National Mediation Board is substituted for the Interstate Commerce Commission in Section 11(d) of said Agreement. Change of residence shall not be considered 'required' if the reporting point to which the employee is changed is not more than 30 miles from his former reporting point.

**''Section 10.** If any protective benefits greater than those provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms, conditions, responsibilities and obligations of both the carrier and employee under such agreements, In lieu of the benefits provided in this Article. There shall be no duplication or pyramiding of benefits to any employees.''

**PART V**

**Effect and Purpose**

Section 1. This agreement supersedes, as of its effective date, all rules, practices, understandings and agreements, however established, which are in conflict or inconsistent with this agreement. Where conflicts or inconsistencies may or do arise in the application of this agreement as related to other provisions of the basic agreements, rules, practices and understandings this agreement shall, in that event, take precedence and shall govern.

Section 2. This agreement shall become effective Monday, May 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 20th day of July, 1972,

UNITED TRANSPORTATION UNION: UNION PACIFIC RAILROAD COMPANY:

*S/N. B. Beckley*

Director of Labor Relations-

System

S/C. G. Kunze

General Chairman - C Division

*S/ J. H. Watson*

General Chairman – T Division

S/ Albert *Foord*

General Chairman - E Division

A P P R 0 V E D:

*S/ F. D. Tuffley*

Vice President, U T U

**APPENDIX**

**"A''**

**FORMULA FOR ALLOCATION OF MILEAGE**

**between**

**FOURTH & FIFTH SENIORITY DISTRICT**

**CREWS**

**Hinkle - Spokane - Hinkle**

**Segment**

**Hinkle - Lewiston - Hinkle**

**Segment**

**No Total % Tot Mlg**

**Trns Total Mileage Ea Sen Dst**

**Sen Per Segment All To Total**

**Dst Territory Mileage Day Mileage Trains Mileage**

**4th Hinkle - Ayer 83.9 4 335.6 48%**

**4th Hinkle - Tucannon 92.1 2 184.2d 519.80**

**5th Ayer - Spokane 103.6 4 414.40 52%**

**5th Tucannon - Lewiston 77.7 2 155.401 569.8 0**

**OPERATIONS PROPOSED UNDER INTERDIVISIONAL SERVICE**

**4th 5th**

**Dist Dist**

**Trains Direction Territory Mlg Mlg**

**120 Eastward Hinkle - Spokane 83.9 103.6**

**298 Eastward Hinkle - Spokane 83.9 103.6**

**860 Eastward Hinkle - Lewiston 92.1 77.7**

**Total mileage 259.9 284.9**

**119 Westward Spokane - Hinkle 83.9 103.6**

**151 Westward Spokane - Hinkle 83.9 103.6**

**859 Westward Lewiston - Hinkle 92.1 77.7**

**Total mileage 259.9 284.9**

**Grand total mileage**

**all trains 519.8 569.8**

**Per Day Difference in mileage \_ 50 miles per day**

**Note: Since 5th Seniority District operating on 3 trains per day 4th Seniority District crews would owe 5th Seniority District crews 25 miles per day.**

**Allocation of straightaway trips Hinkle - Spokane - Hinkle segment as between Fourth and Fifth Seniority District crews in order to equalize mileage -**

**Sen No S/A**

**Ds t Trips**

**4th 706 per year**

**5th 754 per year (706 + 48 = 754)**

**1460**

**Hinkle - Lewiston – Hinkle Segment**

**Sen 4th 5th Mlg 5th**

**Dst S D S D Owes 4th**

**Trn Crew Territory Mlg MIS Sen Dst**

**859 4th Hinkle - Lewiston 92.1 77.7 -**

**860 5th Lewiston - Hinkle 92.1 77.7 14.4**

**Totals 184.2 155.4 14.4**

**184.2 - 155.4 =28.8 / 2 = 14.4**

**Thus, with operation of 6 trains per day, Fourth Seniority District crews owe Fifth Seniority District crews 25 miles per day (39.4 - 14.4 25.0)**

**On the basis of 6 trains operating each day (3 eastward and 3 westward) and based on the ratios established, mileage computes to the following**

**Hinkle - Spokane - Hinkle Segment**

**Sen 4th 5th Mlg 4th**

**Dst S D S D Owes 5th**

**Trn Crew Territory Mlg Mlg Sen Dst**

**120 4th Hinkle Spokane 83.9 103.6 19.7**

**151 4th Spokane- Hinkle 83.9 103.6 19.7**

**298 5th Spokane- Hinkle 83.9 103.6 -**

**119 5th Hinkle- Spokane 83.9 103.6 -**

**Totals 335.6 414.4 39.4**

**414.4 - 335.6 = 78.8 / 2 = 39.4**

**Adjust crews and allocation of mileage once each year commencing on October 24 and terminating on or about November 26.**

**Example:**

**From May 1 (1st day) through October 23 176th day) Trains 119-298 151 - 120 will be manned by:**

**Three (3) Fifth Seniority District crews and Three (3) Fourth Seniority District crews:**

**Commencing on October 24 (177th day) of each year one Fourth Seniority District crew will be replaced by an additional Fifth Seniority District crew for a total of 24 straightaway trips on Trains 298, 119, 120 and 151 (per sample attached).**

**Hinkle, Oregon shall be the home terminal for Fifth Seniority District crews while Fifth Seniority District crews manning these assignments as the fourth crew.**

**From November 27 (211th day) through April 30 (365th day) Trains 119-298, 151 and 120 will be manned by:**

**Three (3) Fifth Seniority District crews**

**and**

**Three (3) Fourth Seniority District crews.**

**FORMULA FOR MILEAGE CREW ALLOCATIONS:**

**365 days x 25 miles per day = 9125 miles per year**

**9125 miles + 188 miles (Spok-Hkl) = 48 straightaway trips pr year**

**188 miles x 4 trains per day = 752 miles per day**

**752 miles x 365 days per year = 274,480 miles**

**274,480 miles less 9125 = 265,355 miles per year**

**265,355 miles / 188 miles = 1412 straightaway trips per year to be shared by Fourth with Fifth Seniority District crews over Hinkle-Spokane-Hinkle segment.**

**Fifth Seniority District crews entitled to 754 straightaway trips per year on Trains 119-298-151-120.**

**Fourth Seniority District crews entitled to 706 straightaway trips per year on Trains 298-119-120-151-, viz:**

**TRAINS TRAINS**

**119 - 298 Equal 298 - 119 TOTAL**

**151 - 120 Trips 120 - 151 Trips**

**S/A Trps 5th S/A Trps Both**

**Month .5th S D S D 4th S D Dists**

**May 62 62 124**

**June 60 60 120**

**July 62 62 124**

**August 62 62 124**

**September 60 60 120**

**October 60 6 \* 56 124**

**November 60 18 \* 42 120**

**December 62 62 124**

**January 62 62 124**

**February 56 56 112**

**March 62 62 124**

**April 60 60 120**

**Totals 73D 24 706 1460**

**data -**

**Equalization by fourth Fifth Seniority District crew to be worked off as crew D-5 on Trains 298, 119, 120 and 151 (per sample attached)**

**Note: Fifth and Fourth Seniority District crews share 706 straight away trips on trains in cycle, i.e., 115-298-151-120 and, in addition, Fifth Seniority District with the 3 crews assigned makes 24 more straightaway trips than Fourth District crews, thus providing for the 48 straightaway equalization trips by including the 24 straightaway trips assigned to Crew D-5.**

**The formula is more graphically illustrated by the following data --**

**CYCLE ARRANGEMENT - 4th & 5th SENIORITY DISTRICT CREWS**

**NUMBER OF STRAIGHTAWAY TRIPS**

**TOTAL**

**Crw Crw Crw Crw Crw Crw Crw ALL**

**Month Year A-5 B-5 C-5 D-5 Total A-4 B-4 C-4 Total CREWS**

**May 1972 21 21 20 62 21 21 20 62 124**

**June 1972 20 20 20 60 20 20 20 60 120**

**July 1972 21 21 20 62 21 21 20 62 124**

**August 1972 21 20 21 62 21 20 21 62 124**

**September 1972 20 20 20 60 20 20 20 60 120**

**October 1972 21 20 21 6 68 21 20 15 56 124**

**November 1972 20 20 20 18 78 20 20 2 42 120**

**December 1972 20 21 21 62 20 21 21 62 124**

**January 1973 20 21 21 62 20 21 21 62 124**

**February 1973 20 18 18 56 20 18 18 56 112**

**March 1973 20 21 21 62 20 21 21 62 124**

**April 1973 20 20 20 60 20 20 20 60 120**

**Total S/A Trp5 244 243 243 24 754 244 243 219 706 1460**

**730 trips S/A 706 S/A trips S/A trips**

**(706 S/A & 24 S/A trips**

**5th (754 S/A trips x 188 miles 4th (706 S/A trips x 188 miles**

**(equals 141,752 miles (equals 132,728 miles**

**4 trains per day x 188 miles = 752 miles per day**

**752 miles per day x 365 days pr yr. = 274,480 miles**

**132,728 mi. (4th SD) + 141,752 mi. (5th SD)= 274,480 miles per year**

**1460 S/A trips x 188 miles = 274,480 miles.**

**Office of**

**Director of Labor Relations - System**

**Portland, Oregon**

**July 20, 1972**

**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 - Supplemental Understandings**

***Fourth & Fifth Seniority***

***Territories:***

***Westward Eastward***

***Spokane – Hinkle Hinkle - Spokane***

***Lewiston – Hinkle Hinkle - Lewiston***

***Section 1. Section 1, of Part II of the Interdivisional Service Agreement, dated July 20, 1972, reads in part as follows -***

***" . . 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.''***

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

***In the application and administration of Section 1 of Part II of the Interdivisional Service Agreement, dated July 20, 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 rational 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 2. In the application and administration of c (i) (Eating-Interdivisional Freight Service) of Part III (Rule Changes and Modifications of the Interdivisional Service Agreement 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 employees (conductors brakemen and firemen) on interdivisional runs established pursuant to the terms of the agreement dated July 20, 1972 (effective May 1, 1972) shall operate from interdivisional terminal to interdivisional terminal without stopping for the purpose of eating.***

***NOTE: Employees (conductors, brakemen and fire men) called for extra interdivisional freight service will be governed by the terms and provisions of this Section 2 and the same Superintendent's circular instructions as applicable to employees in assigned interdivisional freight service established pursuant to the terms and provisions of the Interdivisional Agreement dated July 20, 1972 (effective May 1, 1972) unless otherwise notified at the time. call is issued for such interdivisional service.***

***Section 3. In the application of Section E (i) (Expenses Away From Home) of-Part III (Rules Changes and Modifications) and where Hinkle, Oregon has been established as the home terminal for Fourth and Fifth Seniority District employees, the company shall continue to provide free lodging in the Hinkle clubhouse for such employees only so long as the Hinkle clubhouse is maintained and operated by the company under the existing Suitable Lodging Agreements; provided further, however, that should the Hinkle clubhouse cease to be maintained and operated as a company facility and/or other lodging facilities be substituted in lieu thereof, the terms and provisions of this Section 3 shall not apply and the parties shall then be governed by the terms and provisions of Section 1 of Article II of the National Agreement of June 25, 1964, as amended by Article XI , Section I of the Mediation Agreement of January 27, 1972 (Case A-8830) , as such agreements relate both to regularly assigned and extra employees filling assignments operating into and out of established home terminals of a particular interdivisional assignment or interdivisional service run.***

***Section 4. Fourth Seniority District employees (conductors, brakemen and firemen) operating and handling trains in interdivisional service from Hinkle, Oregon under the terms and provisions of the Interdivisional Agreement, dated July 20, 1972 (effective May 1, 1972) will be called at least one hour and thirty minutes (1 '30") before the time required to report for duty.***

***NOTE: Under this provision, it is understood and agreed certain emergency factors may arise that may preclude strict adherence to the one hour and thirty-minute call time factor but, in all other cases, the one hour and thirty-minute time factor for calling employees will govern.***

***Section 5. The road mileage figures as set forth in Section 1, subsection (a)(iii), Part I of the Interdivisional Service Agreement, dated July 20, 1972, shall apply only to those employees (conductors, brakemen and firemen) who have established seniority as such as of May 1, 1972; thereafter, employees (conductors, brakemen and firemen) operating runs in interdivisional service under the agreement dated July 20, 1972 shall be paid only the actual road mileage to be calculated from the point where 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 to be determined and made a part of this Understanding and Section 1, Part I of the Interdivisional Service Agreement.***

***NOTE: The terms of this Section 5 do not apply for the interdivisional service assignments operating between Hinkle and Lewiston and Lewiston and Hinkle, the actual road mileage being as shown in Section 1, subsection (a) iii), Part I of the Interdivisional Service Agreement.***

***Section 6. Employees (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, subsection (a) iii), Part I of the Interdivisional Service Agreement, dated July 20, 1972; provided further, however, that the terms and provisions of Section 5 of this Agreement as set out above shall apply to employees (conductors, brakemen and firemen) employed on and after May 1, 1972, and such employees shall be allowed only the actual road mileage when deadheading on company business from one interdivisional terminal to another interdivisional terminal.***

***Section 7. 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 employees (conductors, brakemen and firemen) engaged in interdivisional freight service, 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 time 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 8. Final terminal delay for crews (employees) in interdivisional freight service and other freight service runs under the governing Final Terminal Delay Tim Rules in the respective governing schedule agreements shall begin at the points specified below:***

***Station***

***Train Direction (Final Tml) Point Where Final Tml Delay Time Begins***

***119 Westward Hinkle MP 184.7 via 6th Subdvn (Wye switch)***

***859 Westward Hinkle MP 184.7 via 6th Subdvn (Wye switch)***

***151 Westward Hinkle MP 184.7 via 6th Subdvn (Wye switch)***

***860 Eastward Lewiston West switch of East Lewiston yard***

***120 Eastward Spokane Napa St connection BN Tower MP 369.2***

***298 Eastward Spokane Napa St connection BN Tower MP 369.2***

***Section 9. The terms of Sections 1 through 8 of this agreement shall be effective May 1, 1972 for those specific employees (conductors, brakemen and firemen) who are engaged in interdivisional service established pursuant to the terms and provisions of the Agreement dated July 20, 1972; provided further, however, that none of the terms of Sections 1 through 7 of this agreement nor the terms of the agreement dated July 20, 1972 shall apply to any employee who is not engaged in interdivisional service and in which interdivisional service certain employees have not been inducted except that the provisions of Sections 7 and 8 of this agreement shall apply to all employees in interdivisional service and/or other freight service assignments on and after May 1, 1972.***

***Dated at Portland, Oregon this 20th day of July, 1972.***

***UNITED TRANSPORTATION UNION: UNION PACIFIC RAILROAD COMPANY:***

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

***Director of Labor Relations***

***System***

***s/ C.G. Kunze***

***General Chairman - C Division***

***S/ J. P. Watson***

***General Chairman - T Division***

***S/ Albert Foord***

***General Chairman - E Division***

***APPROVED: S/ F. D. Tuffley***

***Vice President, U T U***

***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***

***Fourth and Fifth Seniority Districts***

***Territories:***

***Westward Eastward***

***Spokane - Hinkle Hinkle - Spokane***

***Lewiston- Hinkle Hinkle - Lewiston***

***Supplementa1 Understandings***

***Fourth and Fifth Seniority Districts***

***Section 1. Section 4 of Part II of the Basic Interdivisional Service Agreement, dated July 20, 1972, reads as follows -***

***"Interdivisional service not otherwise allocated pursuant to Section 2 of this Part II shall be manned by employees (conductors, brakemen and firemen) from the seniority district where the service originates.***

***"Example: An extra train to be operated in interdivisional service at Hinkle, Oregon. In such a situation, the service shall be protected by employees (conductors, brakemen and firemen) from the Fourth Seniority District.''***

***In the application and administration of Section 4 of Part II (Mileage Allowances, Allocation of Crews and Equalization of Mileage) as above quoted -***

***IT IS AGREED:***

***Section 4 of Part II shall be amended to the extent that the following shall be added as a subsection (b) thereof -***

***(b) Employees (conductors, brakemen and firemen) called and used pursuant to Section 4, Part II as above quoted, may be used in interdivisional service from the opposite interdivisional service terminal if traffic is available within twelve (12) hours from the time tied up, otherwise such employees (conductors, brakemen and firemen) shall be deadheaded to their home terminal.***

***NOTE: Extra crews, if to be used in service on a return interdivisional service trip pursuant to subsection (b) of Part II of this Agreement and the basic Interdivisional Runs Agreement, will be notified at the time of tie-up that they are to be used in 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 on the first available train or other means of transportation.***

***Section 2. Where, under the terms of the Basic Interdivisional Runs Agreement and the terms of the cycle arrangement for allocation of crews and equalization of mileage as between Fourth and Fifth Seniority District employees (conductors, brakemen and firemen) and Hinkle, Oregon has been established as home terminal for Fifth Seniority District employees (conductors, brakemen and firemen), i.e., for Train 659 and certain trains between Hinkle and Spokane when equalizing mileage, Fifth Seniority District employees (conductors, brakemen and firemen) must give sufficient notice of their desire to be absent (lay off) in order that the Carrier may have sufficient time to provide relief employees (conductors, brakemen and firemen) by utilization of available train service (Trains 119 and 151) which operate from Spokane, Washington to Hinkle, Oregon.***

***Section 3. This Agreement shall be effective July 20, 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 20th day of July 1972.***

***UNITED TRANSPORTATION UNION: UNION PACIFIC RAILROAD COMPANY:***

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

***Director of Labor Relations -***

***System***

***S/ C. G. Kunze***

***General Chairman, C***

***Division***

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

***General Chairman, T***

***Division***

***S/ Albert Foord***

***General Chairman, E***

***Division***

***APPROVED: S/ F. D. Tuffley***

***Vice President, U T U***

***UNION PACIFIC RAILROAD COMPANY***

***Department of Labor Relations***

***July 20, 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***

***cc: Mr. F. D. Tuffley***

***Vice President, UTU***

***Gentlemen:***

***With respect to the agreement dated July 20, 1972 covering the establishment of interdivisional service on the Oregon Division. It was agreed that the parties would meet within ninety days of the date of said agreement for the purpose of resolving the remaining differences and issues over suitable lodging at Hinkle, Lewiston and Spokane.***

***It was further agreed that should the parties, i.e., the Division Superintendent, or his representative, and the Local Chairman, be unable to resolve the problem, the Director of Labor Relations and a representative of the organization, i.e., General Chairmen, would meet for the purpose of disposing of the dispute.***

***Yours***

***truly,***

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

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

***S/ C. G. Kunze***

***General Chairman, T Division***

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

***General Chairman, C Division***

***S/ Albert Foord***

***General Chairman, E Division***

***APPROVED: S/ F. D. Tuffley***

***Vice President, U TU***