**APPENDIX No. 10**

**Synthesis -- Expenses Away From Home**

**Suitable Lodging Agreement**

The following represents a synthesis in one document, for the convenience of the parties of Article II (Expenses Away From Home) of the June 25, 1964 National Agreement, as amended by Article XI of the January 27, 1972 National Mediation Agreement.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

(a) When a road service crew (except short turnaround passenger crews), or individual members thereof, ties up at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four hours or more, each member of the crew so tied up shall be provided suitable lodging at the company's expense or an equitable allowance in lieu thereof. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance.

(b) When a road service crew (except short turnaround passenger crews), or individual members thereof, ties up at a terminal other than the designated home terminal for four hours or more, each member of the crew so tied up shall receive a meal allowance of $2.00, and an additional $2.00 meal allowance will be provided after being held an additional eight hours.

(c) Trainmen called from the extra board or used in the capacity of an extra man to fill vacancies at outlying points shall be provided lodging and meal allowance subject to the following conditions:

(1) The outlying point must be 30 miles or more from the terminal limits of the location where the extra list from which called is maintained.

(2) Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

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

***between the***

**UNION PACIFIC RAILROAD COMPANY**

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

***and the***

**BROTHERHOOD OF RAILROAD TRAINMEN**

**SUITABLE LODGING -- Oregon Division**

**R E C I T A L S**

Section 1 of Article II of the June *25, 1964* Agreement provides in part that:

"When the Carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than a designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof.''

This agreement is made to implement the provisions of Article II Expenses Away From Home, of the Agreement dated June *25, 1964* and to give substance and effect to understandings which have heretofore been agreed upon between the parties insofar as Article II of the June *25, 1964* Agreement applies to employees represented by the BRT Organization who perform service on that part of the carrier's lines between:

(a) Huntington, Oregon and Seattle, Washington

(b) Hinkle, Oregon and Spokane, Washington

**Therefore, IT IS AGREED:**

**Section 1.** In applying Section 1 of Article II - Expenses Away From Home - of the June *25, 1964* Agreement, the lodging accommodations as hereinafter listed - when provided at the carrier's expense - shall constitute "suitable lodging":

FIRST SENIORITY DISTRICT - (Portland to Seattle)

Location Facility

Centralia Lewis & Clark Hotel

Tacoma Olympus Hotel

Hoquiam Simpson Hotel

Seattle Frye Hotel

Savoy Hotel

Portland Clyde Hotel

Nortonia Hotel

Hoyt Hotel

SECOND SENIORITY DISTRICT - (Portland-The Dalles-Hinkle)

The Dalles The Dalles Hotel

Bend Pilot Butte Inn

Hinkle Union Pacific Clubhouse

Arlington Arlington Motel

THIRD SENIORITY DISTRICT - (Hinkle-La Grande-Huntington

Hinkle Union Pacific Clubhouse

Joseph Stoll's Hotel

Pendleton Pendleton Hotel

Huntington Huntington Hotel Pacific Hotel

**NOTE:** Present understandings and arrangements through which employees occupy trailers, rooms, apartments and other facilities in Huntington, Oregon at the carrier's expense when subject to the provisions of Section 1 of Article II of the June 25, 1964 Agreement shall remain in effect.

**FOURTH SENIORITY DISTRICT - (Ayer-Hinkle & Connecting Branches)**

Hinkle Union Pacific Clubhouse

Yakima Commercial Hotel

Chieftain Hotel

Ayer Union Pacific Clubhouse

FIFTH SENIORITY DISTRICT - (Ayer-Spokane & Connecting Branches)

Spokane Coeur d'Alene Hotel

Kellogg McConnell Hotel

Bunker Hotel

**Section 2**. At the hotels and lodging facilities listed in Section 1 hereof, lodging accommodations shall be as follows:

(a) Single occupancy bedrooms,

(b) Bed shall be equipped with innerspring mattress or equivalent.

(c) Sufficient blankets with clean linen (sheets, pillowcases and towels) to be changed after each occupancy.

(d) Adequate bathing and toilet facilities either accessible from within the bedroom or available on the same floor.

(e) Bedrooms, bathrooms and toilet facilities shall be maintained in a clean and sanitary condition.

(f) The bedroom shall be cooled or heated where climatic conditions normally require such cooling or heating.

**Section 3.** Qualified brakemen (trainmen) tying up at Yakima shall be provided transportation at company expense between the engine house and the Commercial Hotel and vice versa.

Transportation shall not be provided at Company expense except as herein provided.

**Section 4.** In work train, snow plow and wreck train service, where employees tie up on the train or at isolated points where commercial lodging accommodations are not available, lodging accommodations provided by the company under present practices and understandings shall be considered suitable. Where meals are provided at company expense during tie-up periods, the meal allowance provided in Article II, Section 2 of the Agreement of June 25, 1964, shall not apply.

**Section 5.** Where assignments are governed by work train rules, including beet train service runs, bulletins for such individual assignments will designate one tie-up point and only the tie-up point so designated shall be considered as the home terminal for such assignment, in applying Sections 1 and 2 of Article II (Expenses Away From Home) of the June 25, 1964 Agreement.

**Example:** "Work Train Fourth Subdivision & Branches Tie-up Point - Various

**"Note:** For the purpose of applying Sections 1 and 2 of Article II of the Agreement dated June 25, 1964, Ayer is designated as the home terminal for this work train service run.''

**Section 6.** At locations, other than those listed in Section 1 of this agreement, and except as provided in Sections 4 and 5 of this agreement, where the company is required by Article II, (Expenses Away From Home) to provide suitable lodging or an equitable allowance in lieu thereof, employees shall arrange for suitable lodging comparable to accommodations referred to in Section 2 hereof, and - upon presentation of authentic receipt for payment made by the employee - he shall be reimbursed by the company. Under this provision the company may, at any time, make arrangements at any tie-up point other than the locations listed in Section 1 of this agreement to provide suitable lodging at its expense at a specific establishment, provided such accommodations meet the conditions specified in Section 2 of this agreement.

**Section 7.** In services, other than assigned passenger service, where the company intends that employees will be required to report for duty or deadhead within four hours from time tied up, employees will be so notified by the company at or prior to time tied-up. In the event the company fails to notify such employees of such intentions lodging obtained by such employees when required to report for duty or to deadhead in less than four hours from time tied up shall be at the company's expense. It is understood employees will ascertain from crew dispatching forces at tie-up point if they are to be called to report for duty or to deadhead in less than four hours.

**Section 8.** Should either party desire that the subject of suitable accommodations as referred to herein be reviewed at any time, such review shall be arranged at a mutually satisfactory time and place, after receipt of written request from either party to the other. In reference to such review, the parties will be governed by the criteria set forth in Subsections (a) to (f), inclusive, of Section 2.

**Dated at Portland, Oregon this 28th day of June 1965.**

BROTHERHOOD OF RAILROAD TRAINMEN: UNION PACIFIC RAILROAD

COMPANY:

*S/. R. Yeager*

General Chairman, B R T

S/ *N. B. Beckley*

Assistant to Vice President

(A similar agreement dated June 28, 1965 (ODC-753A) is in effect for conductors.)