

ARBITRATION BOARD NO. 553

PARTIES TO DISPUTE:

UNION PACIFIC RAILROAD COMPANY

VS

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Subject at Issue: What shall be the terms and conditions of Inter-divisional Service between St. Louis - Chicago and Salem - Chicago?

Findings: On January 12, 1994, the Carrier served an Inter-divisional notice on the Organization pursuant to Article IX of the May 19, 1986, BLE Arbitrated National Agreement to establish interdivisional service between St. Louis, Missouri, and Chicago, Illinois, and between Salem, Illinois, and Chicago, Illinois. Presently, trains exchange crews at Villa Grove, Illinois, a home terminal located 128 miles south of Chicago, Illinois. None of the service involved is currently interdivisional service.

Following the Carrier's notice, the parties met at least six times where they exchanged proposals, negotiated changes, developed questions and answers along with qualifying sidebar letters and by arrangement with the Organization, same was mailed to all involved engine service employees for ratification. It failed and on December 1, 1994, Carrier requested of the National Mediation Board the appointment of an Arbitration Board in accordance with Section 4 of Article IX of Arbitration Award Number 458. Such Board was established with Joseph P. Carberry appointed to sit with the Board members as the Arbitrator.

Throughout the negotiations, the Organization preserved a procedural objection that due to an Agreement dated December 14, 1967, Villa Grove would be maintained as a terminal and the Carrier would not operate crews in freight service through Villa Grove. The Organization has entertained this privilege before this tribunal by claiming that Section 1 of the 1967 Interdivisional Agreement unequivocally states: "Villa Grove and Salem Yard will be maintained as terminals and the Carrier will not operate crews in freight service through these terminals." Again, we have a dispute between Local and National Agreements.

**Position  
of  
Carrier:**

While the Organization has constantly taken the position that Local Rules govern, traditionally, arbitrators have held that National Rules govern and same has superseded local rules. Items so covered would include: Final Terminal Delay, Dead-heading Miles in the Basic Day, Rate for Paying Overmiles, Engine Change, Road-Yard Movements, Traveling Switchers and Establishing Interdivisional Service. There is no language in any National Agreement retaining local agreements. It is very clear that said language covers running through home terminals (Villa Grove).

In the 1971/72 and 1985/86 Agreements, clauses were included permitting a Carrier to preserve "existing rules and practices" in lieu of National Agreements. In none of the National Agreements did the Union Pacific Railroad preserve any existing rule or practice. In addition, while the National Agreements did preserve interdivisional service in existence unless altered, the current service is not interdivisional service. Arguendo if it was covered by interdivisional service, specific rules governing home terminals were not preserved as evidence by the Kasher-Peterson Award which permitted interdivisional service to be rearranged.

There is no support for the Organization's procedural objection and the question before the Board should be heard. "What are the terms and conditions of Interdivisional Service between St. Louis - Chicago and Salem - Chicago?" And, in arriving thereat, the Carrier without delineating the myriad of requests received by the Organization, believes that the Board should reject all requests made to the Board exceeding those found in Section 2 of Article IX.

If the BLE Committee demands a range of conditions beyond the benefits to the Carrier for obtaining an expedited agreement, then the Carrier is free to fall

back on the nationally established terms for new interdivisional runs as it has in this particular case.

Position  
of  
Organization

The interdivisional service article was never intended to be a substitute for a merger or consolidation of two former railroads, as is being undertaken here. Rather, that was left to the processes of the Interstate Commerce Act and the Railway Labor Act. The article was intended to provide a carrier with the ability to combine and extend runs in existence in 1985 so that the crews could operate their trains over more than one seniority district and for somewhat longer periods of time than the crews were working in those locations at that time. Here, however, we have a Carrier that is attempting to use the Article to accomplish not I.D. service, but a rearrangement of its home terminals and work forces. We submit this is an impermissible use of the Article and, therefore, the Notice is necessarily improper.

A Carrier may not avail itself of the Article to evade local rules such as the December 14, 1967, Agreement, by declaring the establishment of interdivisional service; the parties should be left to negotiate changes in existing service and changes for the purpose of amending rules under the more traditional means for obtaining such.

Opinion  
of  
The Board

In carefully reviewing the issue of the December 14, 1967, Agreement, it is clear that the Local Agreement was superseded by both 1971 National Agreement and 1986 National Mediation Award Number 458. Villa Grove, Illinois, is not part of any existing Interdivisional Service and the National Agreements permit the Carrier to run through existing home terminals as herein proposed by this Carrier.

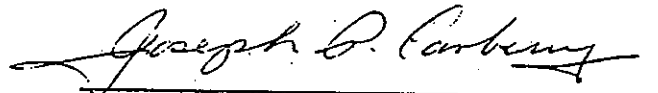
We must take note of the fact that the trainmen had also taken this issue to Arbitration under similar circumstances, i.e., for the same procedural question and negotiated but non-ratified agreement and, as a result, the Board involved Number 551 with Neutral John B. Criswell imposed the negotiated but non-ratified agreement as the terms and conditions of the proposed service.

In interest to the employees involved, our Board is constrained to reject both Carrier and Organization's request that we adopt their respective individual proposals to be the imposed terms and conditions of Interdivisional Service between St. Louis - Chicago and Salem - Chicago. Instead, we find it reasonable

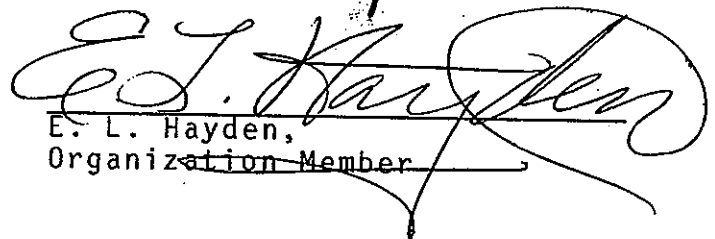
and practicable to follow the sound reasoning of Arbitration Board 551 by imposing the soundly negotiated but non-ratified agreement as the terms and conditions of the proposed service. This does not mean that this Arbitrator would always so find, as the parties are free to conditionally bargain, and if an agreement is unreachable to fall back on their respective positions. As such, this award is not to be cited as precedent in other disputes.

**Award:**

The terms and conditions as identified in the attached twenty-eight (28) page document shall govern the operations of the proposed service.

  
Joseph P. Carberry, Chairman

  
W. S. Hinckley, Carrier Member

  
E. L. Hayden,  
Organization Member

Scottsdale, Arizona

Feb. 28, 1995  
Date

**MEMORANDUM OF AGREEMENT**

between

**UNION PACIFIC RAILROAD COMPANY**

and

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

.....  
INTERDIVISIONAL SERVICE: St. Louis - Chicago and Salem - Chicago  
.....

Pursuant to Article IX, "INTERDIVISIONAL SERVICE," of the  
May 19, 1986, National Award, the parties have agreed to establish  
pool freight service between St. Louis, Missouri, and Chicago,  
Illinois, and between Salem, Illinois, and Chicago, Illinois,  
subject to the following:

**CONDITIONS**

**Section 1. Home Terminal.**

- (a) St. Louis, Missouri, shall be the Home Terminal for employees working in the Interdivisional Service between St. Louis and Chicago established by this Agreement.
- (b) Salem, Illinois, shall be the Home Terminal for employees working in the Interdivisional Service between Salem and Chicago established by this Agreement.

Section 2. Miles Run. Current agreements that set forth miles paid between Villa Grove - Chicago, Villa Grove - St. Louis and Villa Grove - Salem shall continue to apply in determining the miles run.

Question 1: What is the current mileage St. Louis to Yard Center?

Answer 1: Pursuant to an agreement dated August 14, 1986, between the parties setting forth the mileage between Villa Grove and various points in St. Louis:

- Valley Jct. to Villa Grove 150 miles  
plus 128 miles V.G. to Yard Center = 278 miles
- Airport Road to Villa Grove 152 miles  
plus 128 miles V.G. to Yard Center = 280 miles
- Dupo to Villa Grove 156 miles plus  
128 miles V.G. to Yard Center = 284 miles
- South Dupo & 23rd St. to Villa Grove 158 miles  
plus 128 miles V.G. to Yard Center = 286 miles

Question 2: What is the current mileage between Salem and Yard Center?

Answer 2: 235 miles.

Question 3: Will additional mileage be allowed if required to deliver and/or receive trains beyond Yard Center?

Answer 3: Yes, currently the additional mileage is as follows:

- Yard Center to BRC Yard - 14 miles
- Yard Center to IHB Yard - 05 miles (Blue Island)
- Yard Center to Cal Park - 05 miles
- Yard Center to 37th St. - 14 miles
- Yard Center to Barr Yard - 05 miles

NOTE: If required to deliver and/or receive to points other than above, at either terminal the parties will meet and agree upon the mileage to or from the new point..

Section 3. Rate of Pay. The provisions of the PEB 219 National Implementing Agreement shall apply.

Section 4. Overtime. Overtime will be paid in accordance with Article IV(2) of the November 8, 1991, Agreed Upon Implementation of Public Law 102-29.

Section 5. Transportation. Transportation will be provided in accordance with Section (2)(c) of Article IX of the May 19, 1986, National Award.

Section 6. Meal Allowance and Eating Enroute. Meal allowances will be governed by Article VII of the PEB 219 Implementing Agreement and eating enroute will be governed by Section (2)(e) of Article IX of the May, 1986, National Award.

Section 7. Seniority.

(a) Initially, there shall be the following two seniority rosters:

- (1) South: This roster will consist of the existing Villa Grove South roster with the existing Villa Grove North roster added to the bottom. Villa Grove South employees are prior right to this roster. This roster will protect Salem - Poplar Bluff ID and all other assignments working south of Salem, the St. Elmo assignments, the current Salem Guaranteed Extra Board and any other service out of Salem not covered by Paragraph (2), below.
- (2) North: This roster will consist of the existing Villa Grove North roster with the Villa Grove South

roster employees added to the bottom. Villa Grove North employees are prior right to this roster.

Question 1: How are Engineer Trainees treated with respect to prior rights?

Answer 1: Engineer Trainees on the effective date of this Agreement will be considered Prior Rights Engineers on the appropriate roster. Engineer Trainees who enter the program after the implementation date shall be common engineers on either the Chicago Roster or the combined North and South Rosters.

Question 2: What determines if an employee is an Engineer Trainee?

Answer 2: If an employee is being paid under the terms of the Training Program, they are an Engineer Trainee.

(b) Exercise of Seniority.

(1) The initial exercise of seniority will be as follows:

(i) Prior right employees assigned to the North Seniority Roster will be given, in seniority order, the opportunity to exercise seniority to all even numbered pool assignments in the St. Louis - Chicago ID pool and all odd numbered pool assignments in the Salem/Chicago ID pool. In addition, these employees will be given, in seniority order, the opportunity to exercise seniority to all even numbered assignments on the St. Louis and North/South Villa Grove extra boards and all Salem North extra board positions and to all locals oper-



ating out of Villa Grove that they currently have prior rights to fill.

Question 1: What are current local assignments at Villa Grove North?

Answer 1: LSB-50.

(ii) Prior right employees assigned to the South Seniority Roster will be given, in seniority order, the opportunity to exercise seniority to all odd numbered pool assignments in the St. Louis - Chicago ID pool and to all even numbered pool assignments in the Salem - Chicago ID pool. In addition, these employees will be given, in seniority order, the opportunity to exercise seniority to all odd numbered assignments on the St. Louis and North/South Villa Grove extra boards and to all locals operating out of Villa Grove that they currently have prior rights to fill.

Question 1: What are current local assignments at Villa Grove South?

Answer 1: LSB-54, LSB-51.

Question 2: Are any of the above assignments permanent?

Answer 2: No. Business conditions will determine the work areas of assignments and the number of assignments. Future bulletins will show prior right designations.

Question 3: If a yard job is bulletined at Villa Grove, what prior right designation will it have?

Answer 3: Prior right North.

- 6
- (2) Once the St. Louis and North/South Villa Grove extra boards are established and the initial exercise of seniority is completed, the extra boards will be operated on a first in/first out rotary basis.
  - (c) After implementation of this Agreement, all new hires will be placed on either a Chicago Terminal Roster or on both the North and South Rosters. The North and South rosters shall be eliminated by attrition when no prior rights employees are remaining and the two rosters will become one roster.
  - (d) Vacancies protected by the North and/or South roster that go no-bid shall be filled in the following manner:
    - (1) Non-extra board vacancies shall be filled by force assigning the junior common engineer on one of the extra boards; if no common engineer, then the junior prior rights engineer on an extra board shall be forced.
    - (2) Extra board vacancies will be filled by schedule rules.

Question 1: If vacancies occur on the extra boards after implementation, how will they be treated?

Answer 1: As prior right jobs.

Section 8. Extra Boards - Southern Illinois: Guaranteed Extra Boards (GXB) will be created at St. Louis, Second Salem and Villa Grove and will be governed by existing extra board agreements.

(a) The combined St. Louis Extra Board will cover work trains, hours of service relief, trains running from St. Louis to Villa Grove/Villa Grove to St. Louis (shorts), St. Louis ID vacancies, local vacancies and other work and/or vacancies normally associated with Extra Boards out of St. Louis.

NOTE 1: The St. Louis Extra Board will protect only those assignments to which the C&EI engineers have rights to work.

(b) (1) The current Salem Extra Board will cover work trains, hours of service relief, trains running from Salem to Villa Grove/Villa Grove to Salem (shorts), ID vacancies (except for prior right Villa Grove North vacancies), local vacancies and other work and/or vacancies associated with Extra Boards out of Salem.

(2) A Villa Grove North extra board shall be maintained at Salem to protect Villa Grove North prior right ID vacancies. If the job goes no bid by a prior right employee, then the current Salem extra board will be used.

(c) The combined Villa Grove Extra Board will cover work trains, hours of service relief, trains running from Villa Grove to Chicago/Chicago to Villa Grove (shorts), local vacancies that originate at Villa Grove and other work and/or vacancies associated with extra boards.

NOTE 2: Nothing in paragraphs (a), (b) and (c), above, prevents the use of

other employees to perform work permitted by Agreement, i.e., yard crews performing hours of service relief within the road/yard zone; ID crews performing service and dead-heads between terminals (deadheading from Chicago to Villa Grove and taking a train from Villa Grove to Salem), etc.

(d) Each extra board shall be considered primary for its location. If the extra board is exhausted, then current rules for filling a vacancy will apply.

Section 9. Turnaround Service/Hours of Service Relief. Crews assigned in this ID Service will not be used in either Turnaround service or Hours of Service Relief at Chicago (away-from-home terminal) and/or St. Louis/Salem (home terminal), except as provided below. Chicago Yard and/or yard GXB crews may be used in the road/yard zone (to M.P. 55). In addition, Villa Grove extra board (or pool if established) crews may be used for any road service between Villa Grove and Chicago.

Question 1: Should the above sources be exhausted, may ID crews be used in this service?

Answer 1: Yes; however, they will be deadheaded to the home terminal upon completion of the service.

Question 2: If a Villa Grove crew is used out of Chicago in turnaround service, can they be used a second time in the same service?

Answer 2: No. They may be either held for a train to Villa Grove or deadheaded to Villa Grove but may not be held longer than twenty-four (24) hours.

Question 3: May a crew bring in more than one train in a tour of duty?

Answer 3: The national and local agreements do not restrict the number of trains a yard crew may bring in. Road crews may bring in more than

one train if called in accordance with the short (multiple) turnaround rule.

Question 4: If an engineer in this ID service at any terminal (home or far) is required to perform turnaround service or hours of service relief, how will the engineer be compensated?

Answer 4: At the home terminal, a minimum of district miles for that pool (286 or 235 miles) and placed at the foot of the ID pool.

At the far terminal, the actual miles run plus the separate and apart deadhead home will be added together. If less than the district miles for the pool then the district miles will be paid; if greater than the district miles then the greater amount will be paid.

Question 5: Where is the established switching limits at Chicago?

Answer 5: Mile Post 30.

Section 10. Changing Trains. Crews in this ID service will not be required to exchange positions with other employes of an opposing train and return to the terminal from which they started their trip.

Section 11. Implementation. Due to the need to qualify engineers in accordance with FRA certification regulations and to ensure that proper familiarization is achieved the following shall govern:

- (a) An even number of extra board positions will be bulletined at Salem and St. Louis. The initial Extra Board will cover both ID and non-ID service. Employees will be assigned with Villa Grove North (VGN) holding odd numbered positions and Villa Grove South (VGS)/Salem holding the even numbered positions. When an assignment is called, two engineers will be called and the VGS/Salem

engineer will pilot the VGN engineer over the VGS territory and the VGN engineer will pilot the VGS/Salem engineer over the VGN territory. On return trips, the same principle will apply.

- (b) When the initial number of engineers is qualified (as determined by a MOP, pool positions shall be established and additional extra board positions shall be established to qualify both additional pool freight and extra board employees. When a qualified pool freight engineer is called, an extra board employee shall accompany him/her on a familiarization trip. If the pool is exhausted, then two extra board employees shall be called and work in accordance with (a) above. When qualified by a MOP sufficient pool assignments shall be bulletined to properly man the pool.

NOTE: It is recognized that during the implementation process the regulation factor is suspended to enable engineers to qualify in a timely manner and to protect traffic.

- (c) It is anticipated that between three (3) and six (6) trips will be needed to qualify engineers, the actual number is up to the MOP to determine. Engineers on qualifying trips shall be paid at the working engineer rate.

Section 12. Mileage Regulations/Guarantee. The ID pools established by this Agreement shall be guaranteed as follows:

- (a) The guarantee shall be the dollar equivalent of eight round trips (572 base miles per trip) for the St. Louis

pool and nine round trips (470 base miles per trip) for the Salem pool.

- (b) An engineer who lays off, misses call, or is unavailable, and misses one or more round-trips shall have deducted from their guarantee the dollar equivalent of one round-trip for each trip so missed.

NOTE: See Side Letter #1 for an example of payment and deduction.

- (c) The Board shall be regulated by the Carrier between 7.0 and 9.0 round trips per calendar month at St. Louis and 8.0 to 10.0 round trips per calendar month at Salem.
- (d) The guarantee shall be in force for a minimum period of six months from implementation date. Thereafter either party may cancel this Section by giving a 30 days' written notice.
- (e) If Section 12 is cancelled, engineer mileage shall be regulated in accordance with the then current work rule agreement.

Question 1: Are penalty claim payments applied toward the guarantee, regardless when allowed?

Answer 1: No.

Question 2: What is an example of a penalty payment?

Answer 2: Claims recognized as contractual violations, such as, but not limited to, used off assigned territory and work performed in violation of agreement provisions.

Question 3: What is an example of a non-penalty payment?

Answer 3: Payments provided by agreement, such as, but not limited to, initial and final terminal delay, switching allowances, overtime, short

crew allowance, and held away from home terminal.

Question 4: How does the non-penalty time claim offset against guarantee work?

Answer 4: An employee receives a guarantee payment of \$100 for the last half of August. Time claims covering trips taken during the last half August are filed totaling \$300. During the last half October the claims are settled for \$200. Since the claims cover the last half August, the Carrier would receive credit for \$100 guarantee paid and would pay an additional \$100.

Question 5: Are lump sum COLA and National wage lump sum payments counted toward the guarantee?

Answer 5: No.

Question 6: What deductions will be made if an employee misses a trip?

Answer 6: Only the lump sum payment identified in the Side Letter will be used.

Question 7: Is the pool adjusted on a monthly basis?

Answer 7: No. The pool may be adjusted more than once a month and will be adjusted as business conditions change.

Question 8: Will an engineer assigned to ID pool service at either St. Louis or Salem be required to protect other service?

Answer 8: No, only in emergency such as a natural disaster or as provided in the agreement.

Question 9: If an ID pool engineer is used in other than ID service or turnaround service, will earnings made while off assignment be counted toward guarantee?

Answer 9: No.

Question 10: Will deadheads terminal to terminal be counted as a trip in relationship to the guarantee and regulating factors?

Answer 10: Yes.



Section 13. Protection.

(a) All permanently assigned employee(s) occupying an Engine Service position on the effective date of this Agreement which is abolished as a result of the implementation of this service will be entitled to the protective benefits of Article IX, Section 7 of the May 19, 1986 Agreement which reads as follows:

"Every employee adversely affected either directly or indirectly as a result of the application of this rule shall receive the protection afforded by Sections 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936, except that for the purposes of this Agreement Section 7(a) is amended to read 100% (less earnings in outside employment) instead of 60% and extended to provide period of payment equivalent to length of service not to exceed six years and to provide further that allowances in Section 6 and 7 be increased by subsequent general wage increases.

"Any employee required to change his residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400.00) and five working days instead of the 'two working days' provided by Section 10(a) of said agreement. Under this Section, change of residence shall not be considered 'required' if the reporting point to which the employee is changed is not more than thirty miles from his former reporting point.

"If any protective benefits greater than these provided in this Article are available under existing agreements, such greater benefits shall apply subject to the terms and obligations of both the carrier and employee under such agreements, in lieu of the benefits provided in this Article."

(b) Employees in active service (regular or extra) in Engine Service on the effective date of this Agreement in the

territory covered by this agreement whose home terminal is Villa Grove, Illinois and who reside at or in the vicinity of Villa Grove, Illinois, i.e., closer to Villa Grove than either Salem or St. Louis via the most direct highway route, and who are required to change their residence, will be afforded one of the following options:

- (1) Accept the change of residence benefits provided in Article IX, Section 7 of the National Agreement of May 19, 1986;
- (2) Accept a lump sum of \$26,000 if on March 8, 1994, the employee owns his/her own house or is under contract to purchase a home and is initially assigned to any position at Salem or St. Louis.
- (3) Accept a lump sum of \$8,000 if on March 8, 1994, the employee does not own a home nor is under contract to purchase a home and is initially assigned to any position at Salem or St. Louis.

If an employee elects option 2 or 3, such election is in lieu of any and all relocation benefits to which the employee is entitled under Article IX, Section 7 of the National Agreement of May 19, 1986. No employee is entitled to more than one moving allowance. Employees whose home terminal is Salem shall not be entitled to a moving allowance unless unable to hold any position at Salem and is forced to a position at St. Louis and who live closer to Salem than St. Louis.

(c) Employees initially assigned to other than this through freight or extra board service who live at or in the vicinity of Villa Grove will not be required to relocate to St. Louis/Salem. They will be entitled to Option (2) or (3) set forth above.

(d) Payments will be made upon completing all qualifying trips.

Question 1: How does an employee apply for a relocation allowance?

Answer 1: The employee must use the attached form and if a home owner, supply appropriate documentation.

Question 2: Are taxes taken out of the allowance?

Answer 2: IRS regulations require income taxes be withheld. If an employee does move, they may file the appropriate moving forms with the IRS for an income deduction.

Question 3: An employee lives closer to Salem than Villa Grove but works in Villa Grove. If the job is abolished as a result of this agreement, what protection would they be entitled to if they are assigned to Salem?

Answer 3: They would be entitled to "wage protection" based on their test period average but because they live closer to Salem than Villa Grove, they are not entitled to the relocation allowance.

Question 4: Under what circumstances would an employee who lives closer to Salem than to Villa Grove or St. Louis be entitled to a relocation allowance?

Answer 4: If due to bumping and/or bidding by senior employees due to the implementation of this Agreement they are unable to hold any position at Salem and are forced to St. Louis, they would be entitled to a relocation allowance.

Question 5: Is a mobile home considered a home within the provisions of Section 13?

Answer 5: Yes if anchored to a foundation; if not, then no.

Question 6: Will an engineer who qualifies to receive the allowances provided in Section 13 be required to actually move?

Answer 6: No, if the engineer applies for the lump sum allowances of Section 13(b) (2) and (3).

Question 7: What dates will be used to determine an engineer's test period earning?

Answer 7: The preceding twelve (12) months from his displacement.

Section 14. Chicago Transfers.

- (a) The Carrier may offer road engineers an incentive allowance to transfer to Chicago to become a yard engineer. The amount of the incentive will be \$50,000 less all applicable taxes.
- (b) Those engineers accepting the incentive allowance must report to Chicago within fourteen (14) days of receipt of the incentive allowance and must remain in Chicago for a period of five (5) years from the date first performing service in Chicago.
- (c) Engineers transferring will be placed on the bottom of the Chicago Terminal roster unless they currently hold a position on that roster.

Question 1: Would an employee who already holds a yard date receive a new yard date?

Answer 1: No, an employee would not establish a new yard date but would be unable to use their road date for the five-year period.

Question 2: Would an employee be entitled to both the protection provisions of Section 13 and the transfer provisions of Section 14?

Answer 2: No. Section 14 is a voluntary move and the employe would receive only this payment.

Question 3: Does an engineer have an open-ended move at the end of five (5) years?

Answer 3: No. Engineers have thirty (30) days to place themselves on a road assignment, (at their own expense) or they forfeit their road seniority rights.

Question 4: Will yard engineers receive road rights?

Answer 4: No.

Question 5: Will road engineers receive yard rights?

Answer 5: No, only to the extent provided in this agreement in Section 14.

Section 15. Blue Print Pool Board. The Blue Print Pool Board Agreement dated February 8, 1989 shall be incorporated into this agreement and shall apply to both the Salem and St. Louis Pools.

Section 16. Effective Date. The Carrier shall give the General Chairmen thirty (30) days' written notice of its desire to implement this Agreement.

Section 17. Conflict of Agreements. Unless otherwise specified in this agreement, current agreements will continue to apply.

### General Questions

Question 1: Are the two pools intermingled at Chicago?

Answer 1: No, except in case of emergency, flood, etc. If a St. Louis crew was used to Salem, they would be deadheaded home immediately and under pay until returned to their normal off-duty point.

Question 2: Will Union officers have their protected rate adjusted due to Union layoffs to conduct business with the Company?

Answer 2: Yes, so long as the layoff resulted in lost earnings. For example, an employee on the Reserve Board would have no adjustment if also conducting Union business. The responsibility is on the Union officer to meet with Timekeeping to review any adjustments.

Question 3: How will employees know if they are adversely affected?

Answer 3: Labor Relations and Union officers will meet and review bidding and displacements and make an initial determination of who is adversely affected. Those employees who disagree with the determination may file claims with the Carrier's protection bureau.

Question 4: Will an employee be required to leave their home terminal to retain protection.

Answer 4: An employee will not be required to relocate under this Agreement if there is another regular assignment at that terminal that they can exercise their seniority to.

Example: Employee A is in pool service at Villa Grove on implementation date. Employee A can bid to the new ID pool in St. Louis or bump a junior employee off a Villa Grove Local. If the employee bumps the junior employee, they will retain their protection. If they do not bump to the highest-rated position at the home terminal, they will be treated as if they had bumped to that position.

Question 5: May an employee bump to a Reserve Board and keep their protection?

Answer 5: No, unless it is the only position they can hold and they are unable to hold any working position at any location where they hold seniority.

Question 6: If an employee remains at Villa Grove and that position is later reduced or they are displaced and they can no longer hold at Villa Grove, will they then be required to exercise seniority to a position at St. Louis or Salem seniority permitting?

Answer 6: Yes, but since they already received their relocation allowance (Section 13(c)), they are

not entitled to any further relocation allowances.

Question 7: How long does an employee in Section 13(c) have to submit a relocation allowance request?

Answer 7: One year from date of implementation.

Question 8: Can a C&EI engineer be called to protect service on other than the former C&EI territory?

Answer 8: No.

Question 9: Can a MPUL engineer be called to protect service on the C&EI territory?

Answer 9: No.

Signed at St. Louis, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

UNION PACIFIC RAILROAD COMPANY:

\_\_\_\_\_  
General Chairman

\_\_\_\_\_  
General Director Labor Relations



October 1, 1994

Side Letter #1

Mr T H Wells  
Vice Gen Chairman BLE-C&EI  
RR#3 Box 89AA  
Charleston IL 61920

Dear Sir:

This refers to the guaranteed pool provisions of the St. Louis/Salem - Chicago ID run. The dollar equivalent of one trip at the 700-750 thousand weight-on drivers for 286 miles and 235 miles is as follows:

286 miles

Basic day - 126 miles =	\$135.44
Over miles - 160 miles @ 1.1129 =	178.06
	<u>313.50</u>
X 2 (roundtrip) =	627.00
X 8 starts =	
	<u>\$5,016.00 / month</u>

235 miles

Basic day - 126 miles =	\$135.44
Over miles - 109 miles @ 1.1129 =	121.31
	<u>256.75</u>
X 2 (roundtrip) =	513.50
X 9 starts =	
	<u>\$4,621.50 / month</u>

As National or Local Agreements adjust rates of pay and basic day mileage, the guarantee will be adjusted and a letter of confirmation will be sent to the General Chairman notifying him of the change.

The guarantee will be applicable on a semi-monthly payroll basis of \$2,508.00 and \$2,310.75, respectively. There shall be no adjustments from one payroll period to another except in the case of time claim settlements covering periods when guarantee was paid.

The deduction for missed trips at the time of implementation shall be \$627.00 and \$513.50, respectively.

Yours truly,

AGREED:

Vice General Chairman, BLE

W. S. HINCKLEY  
General Director - LABOR RELATIONS  
Operating South





October 1, 1994

Side Letter #2

MR T H WELLS  
VICE GENERAL CHAIRMAN BLE  
R R 3 BOX 89AA  
CHARLESTON IL 61920

Dear Sir:

This is to confirm our various discussions concerning Section 13, PROTECTION, of the Agreement establishing interdivisional service between St. Louis/Salem and Chicago.

During our discussions the computation of comparable housing and loss of sale of home was reviewed. It was agreed that the following principles consistent with Article IX, Section 7 of the 1986 Agreement would apply:

- (1) An employee electing Option 1 would be entitled to a comparable housing allowance and if applicable, a loss of sale of home.
- (2) Comparable housing would be based on 17% of the appraised value of the employee's home as of March 8, 1994. Such allowance will not in any event exceed \$17,000.00.
- (3) If an employee sells his/her home for less than the appraised value as of March 8, 1994, the Carrier would pay to the employee the difference between the sale price and the appraised value.

Example: An employee elects Option 1 and his/her home is appraised at \$70,000.00. The employee would be entitled to a comparable housing allowance of \$11,900.00. If the employee sells his/her home for \$60,000.00, the employee additionally would be paid a loss of sale of home allowance of \$10,000.00.

If the foregoing correctly sets forth the understanding reached in conference, please sign in the space provided below.

Yours truly,

AGREED:

\_\_\_\_\_  
Vice General Chairman, BLE

W. S. HINCKLEY  
GENERAL DIRECTOR - LABOR RELATIONS  
OPERATING - SOUTH

W.S HINCKLEY  
GENERAL DIRECTOR-  
LABOR RELATIONS-OPERATING-SOUTH

UNION PACIFIC RAILROAD COMPANY

22

1416 DODGE STREET  
OMAHA NEBRASKA 68178  
(402) 271-3689



October 1, 1994

Side Letter #3

MR T H WELLS  
VICE GENERAL CHAIRMAN BLE  
R R 3 BOX 89AA  
CHARLESTON IL 61920

Dear Sir:

This is in reference to our various discussions concerning the agreement establishing interdivisional service between St. Louis/Salem and Chicago.

During our negotiations it was agreed that upon the request of an employee who is presently residing in the Villa Grove area and who is involved in this service, including extra board, the Carrier will to the extent practicable give such employee a three-hour call for service. If the three hours requested is not afforded, no penalty will be applied to the Carrier.

If the foregoing correctly describes our understanding, please signify in the space provided below.

Yours truly,

W. S. HINCKLEY  
GENERAL DIRECTOR - LABOR RELATIONS  
OPERATING - SOUTH

AGREED:

Vice General Chairman, BLE





October 1, 1994

Side Letter #5

MR T H WELLS  
VICE GENERAL CHAIRMAN BLE  
R R 3 BOX 89AA  
CHARLESTON IL 61920

Dear Sir:

This is to confirm our various discussions concerning the agreement establishing interdivisional service between St. Louis/Salem and Chicago.

During our discussions the issue of compacting personal leave days was raised. It was agreed that an employee could request one or more personal leave days (up to a maximum of 5 days) and miss only one round trip.

Example: An employee requests personal leave on Monday. He/she elects to miss one round trip but requests to compact 5 days into the round trip. He/she will be paid 5 days' pay and will be marked back up when their turn returns to the home terminal.

It will be the responsibility of the employee to specify to the crew caller the number of days to be compacted.

Nothing in this side letter changes or amends current agreements covering requesting and granting personal leave but permits the compacting of personal leave when granted.

Yours truly,

W. S. HINCKLEY  
GENERAL DIRECTOR - LABOR RELATIONS  
OPERATING - SOUTH

AGREED:

Vice General Chairman, BLE

Mr. T. H. Wells  
October 1, 1994  
Page Two of Side Letter #6

If the foregoing correctly describes our understanding, please  
signify in the space provided below.

Yours truly,

W. S. HINCKLEY  
GENERAL DIRECTOR - LABOR RELATIONS  
OPERATING - SOUTH

AGREED:

Vice General Chairman, BLE



October 1, 1994

Side Letter #6

MR T H WELLS  
VICE GENERAL CHAIRMAN BLE  
R R 3 BOX A  
CHARLESTON IL 61920

Dear Sir:

This has reference to the Memorandum of Agreement establishing Interdivisional Service between St. Louis, Missouri and Chicago, Illinois and between Salem, Illinois and Chicago, Illinois.

During our negotiations, the Organization expressed concern regarding the instructions issued to appraisers. Your primary concern was that these instructions could possibly be misinterpreted to discount the fair value of an employee's home.

This will confirm discussion regarding the intent of the language "normal market time" contained in the instructions to the appraisers. The appraisers are not to reduce the fair value of a home based upon the length of market time required to sell a home on January 12, 1994. For example, if a home is worth \$100,000 without considering market time, appraisal of the home will not be reduced because the home may require more than the "average" market time.

The other instructions to the appraisers which reflect competitive listings, supply and demand, and overall market conditions, etc., are not intended to reflect the current market conditions which may be brought about by the relocation to St. Louis, Missouri, and/or Salem, Illinois but rather, should reflect the conditions of the market in Villa Grove, Illinois and Salem, Illinois, prior to January 12, 1994. It is also to be understood that the availability of financing is not to be used to discount the fair value of an individual's home.

It was further agreed that only appraisers that are certified as an SRA (Society of Real Estate Appraisers) or an MAI (Member of Appraisal Institute) will be used to make appraisals. Also, any employee may submit the name of an appraiser carrying a rating of SRA or MAI to the Carrier and the appraiser will then be added to the list of names of appraisers to be used by the employees. The group selected by the Union Pacific to handle the relocation service will in no way try to influence an appraiser. The BLE General Chairmen will be furnished with a copy of the instructions issued to the appraisers.



NOTICE

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March 9, 1995

Posted with this notice is the Arbitration Award from Board No.553 concerning I.D.Service thru Villa Grove.

The neutral imposed the conditions outlined in the last proposal from the Carrier. However, all language concerning the yard crews being allowed to perform hours of service relief outside the Road/Yard Service Zone ( to Woodland Jct. ) was deleted. The rest of the provisions were imposed.

Also posted is an additional side letter to the Arbitration Award concerning Investigations, prior rights, and mileage equalization.

As I understand it, CMS, Labor Relations, and the Operating Officers met in St.Louis on Tuesday March 7, 1995 to outline the implementation of this award. As I understand, they have tentatively set March 20, 1995 to start qualifying employees, bids will be out beforehand to identify where employees will bid to work. April 5, 1995 is tentatively set to start the service. However, I am sure this will be subject to change. I will keep you posted as changes happen.

North End : (a) even numbered pools St.Louis  
(b) odd numbered pools Salem  
(c) even numbered positions St.Louis X-Board  
(d) even numbered positions V.G. X-Board  
(e) Salem North X-Board positions  
(f) prior right Locals Villa Grove

South End : (a) odd numbered pools St.Louis  
(b) even numbered pools Salem  
(c) odd numbered positions St.Louis X-Board  
(d) odd numbered positions V.G.X-Board  
(e) prior rights Locals Villa Grove

T.H.W.



T.H. Wells  
Local-Chairman

(217) 345-5231

Local Committee of Adjustment  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS  
Union Pacific Railroad  
Eastern Region  
(former C&EI)  
R.R. #3, Box 89AA  
Charleston, Illinois 61920

May 27, 1995

Mr.W.L.Reynolds  
Director CMS Southern  
Union Pacific R.R.  
P.O. Box 3550  
Omaha,Nebraska  
68103-0550

Dear Mr.Reynolds :

There seems to be some confusion as to the placement of pool turns in the new St.Louis/Salem to Chicago I.D.service.

The February 8,1989 " Blue Print Pool Board Agreement " was incorporated into the I.D.Agreement, pertinent page attached.

The attached agreement provides that crews will stay in the same relative position at Chicago as they stood at the home terminal in which they left. Upon arrival back at the Home Terminal, terminal arrival will govern placement of crews pursuant the first-in first-out provisions.

Since this is a different arrangement for the prior rights south engineers, I understand CMS is receiving conflicting instructions as to how to mark crews up.

Please forward this information to your respective managers to allow the uniform placement of I.D.crews and compliance with the agreement. If further explanation is needed, please do not hesitate to call.

Sincere regards,



T.H.Wells  
Local Chairman BLE 251

cc: W.S.Hinckley  
R.W.Livesay  
C.R.Rightnowar

### Salem/St. Louis - Chicago ID Service

I certify that I meet the requirements of Section 13 of the Salem/St. Louis - Chicago ID Agreement and apply for one of the following:

**OPTION 1**

Change of Residence Benefits provided in Article IX, Section 7 of the National Agreement of May 19, 1986; I understand that a Carrier representative will contact me concerning the procedures to be followed.

**OPTION 2**

\$26,000 in lieu of any and all relocation benefits under OPTION 1. I own my own home or am under contract to purchase my home and it is and has been used as my primary residence and was my primary residence on March 8, 1994.

**OPTION 3**

\$8,000. On March 8, 1994, I was not a homeowner or under contract to purchase a home.

I have read the provisions of Section 13 and am eligible for the allowance requested.

**Return To:**  
J. E. Cvetas  
Room 330  
1416 Dodge St.  
Omaha, NE 68179

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

If **OPTION 1** or **2** is checked, you must put down the address of the residence and you may not use a P. O. Box number.

UNION PACIFIC RAILROAD COMPANY



MR T H WELLS  
VICE GENERAL CHAIRMAN BLE  
R R 3 BOX 89AA  
CHARLESTON IL 61920

March 3, 1995

File: 920-34

Dear Sir:

This refers to our discussions concerning ID Service through Villa Grove. There were three items raised either at arbitration or in subsequent discussions and they are outlined below:

1. Investigations

Investigations involving engineers in this inter-divisional service will be held at such time and place as will cause as little travel, inconvenience, and loss of time as practicable to the employees involved. If attendance at an investigation requires an engineer to travel to any point away from his home terminal, the Carrier will provide transportation and pay for deadhead, meals and lodging. If engineers elect to drive own auto, Carrier will reimburse at the Carrier's prevailing rate per mile. Compensation for time lost or time for attending the investigation will be determined under existing agreement rules provided, however, that deadhead pay for going to and from the investigation shall be included in computing loss of earning.

2. Prior Rights

The issue of prior rights was raised with regard to future service that may operate solely upon either of the respective prior right districts.

To address this issue, the parties agree that any new service operated after the implementation of this award which operates solely upon either prior right district, will have all positions created considered as prior right for employees who hold prior rights on that district. Assignments not filled by prior right engineers may be filled by engineers holding common seniority.

Mr. T. H. Wells  
March 3, 1995  
Page Two  
File: 920-34

3. Mileage Equalization

The issue of prorating the mileage was raised with regard to the disparity in mileage between Salem - Villa Grove and between St. Louis - Villa Grove.

The Organization expressed concern that if the traffic patterns would change between the two terminals a substantial inequity would occur between the respective prior right districts.

The Carrier explained that the purpose of Section 7 of Article IX is in part to provide "wage" protection to employees adversely affected by the implementation of Interdivisional Service. The initial establishment of the percentages and slotting order of the Villa Grove and St. Louis extra boards and the St. Louis and Salem pools was meant to provide a long-term solution to equity with "wage" protection as a back up.

If the Local Chairmen were to track starts, they would run into the following problems:

- (a) Since new Engineers go on a common roster, as soon as a new engineer establishes seniority, it would be impossible to track prior right starts because the common engineer would change the ratio.
- (b) If the ratio of trains shifts and there is a need to "run off miles," it is quite possible that prior right employees would be forced from one terminal to another and have to live temporarily at their own expense while running off the miles.
- (c) Engineers adversely affected due to "run off miles" are not entitled to wage protection under Section 7 as that is contrary to the protection provisions stated therein.

Mr. T. H. Wells  
March 3, 1995  
Page Three  
File: 920-34

In light of the above, if the Local Chairmen believe that an inequality exists, the Carrier will meet with the General Chairmen to review alternatives to the current method.

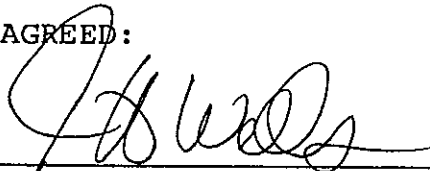
Should the foregoing properly reflect our discussions, please sign below and return one copy to this office.

Yours truly,



W. S. HINCKLEY  
GENERAL DIRECTOR - LABOR RELATIONS  
OPERATING - SOUTH

AGREED:



Vice General Chairman, BLE