

**APPENDIX B - INTERDIVISIONAL SERVICE  
NORTH PLATTE – FREMONT ID SERVICE AGREEMENT**

ARBITRATION BOARD NO. 539

Members of the Board:

W. S. Hinckley  
Carrier Member

R. E. Dean  
Organization Member

Joseph P. Carberry  
Chairman and Neutral

Parties                      Union Pacific Railroad  
To                                      and  
Dispute:                      Brotherhood of Locomotive Engineers

Question                      What are appropriate terms and conditions of the  
of                                      Carrier's proposed Interdivisional Service between  
Issue:                              Fremont and North Platte, Nebraska?

Findings:                      This Board was established by direction of the National Mediation Board on September 3, 1993, with J. P. Carberry appointed to sit with the Board Members as the Arbitrator, subsequent to their selection thereof. Article IX of the May 19, 1986, BLE National Arbitration Award grants jurisdiction to this Board to set the terms and conditions that will govern the new Interdivisional (ID) Service between Fremont and North Platte, Nebraska. The Board is not free to create terms and conditions of this run unilaterally, but is required to observe certain conditions established in Article IX which states that the Board "shall be governed by the general and specific guidelines set forth in Section 2."

**DISCUSSION**

The history of negotiations over ID operations covering Fremont-North Platte, Nebraska, is almost ten (10) years old, involving two (2) procedural board awards, numerous proposals and eventually implementation of the service commencing September 14, 1992. Since this Board has been created to establish the proper terms and conditions of the Interdivisional service, there is no need to recite the long procedural history. Yet, it is to be noted that the BLE ,General Committee of adjustment over the years negotiated various proposals, only to have them voted down by membership ratification process; however, under the terms of Article IX of the May 19, 1986, National Mediation Award, the proposal **became the terms and conditions for the period until an arbitration board could determine appropriate terms and conditions. We are now at this**

point.

**In reviewing the respective Submissions, the Board notes that extensive efforts have been made through the negotiation process to reach a solution to this matter. While we applaud the parties for their efforts it does appear that, at times, those efforts have ranged far beyond the basic terms provided for in Article IX runs.**

While it is understandable that the BLE Committees would try to negotiate more favorable terms, they must ultimately come to the realization that the terms and conditions of new ID runs were established **through a National Arbitration Award**. **If the BLE Committee demand 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 ID runs, as they have in this case.**

**The Carrier has specifically raised the issue of Employee Protection and overtime. While normally the Arbitrator's hands are tied with regards to these two issues, it must be noted that the Carrier has already implemented modifications to these required provisions. The Carrier always had the option of not implementing these expanded provisions and waiting until after the BLE ratification vote was taken on the proposal. Once rejected by the craft, the Carrier could have implemented the conditions in their original Article IX notice.**

In oral hearing the BLE made a driving argument that once this Board establishes the Fremont ID pool, the Carrier would be obligated to bulletin the new assignments so as to institute a basis for Washington Job Protection Act (WJPA) benefits for affected employees, including any required potential moving allowances for those Engineers forced to relocate. However, the Carrier was quick to point out the fact that Engineers in the interim Fremont Pool had exercised their seniority and bid in the current assignments without forcing any employee to relocate, possibly in part due to the constructive miles and overtime provisions. Accordingly, no WJPA relocation allowances would even be due to any Engineers who opted to make this seniority move.

The Carrier's position regarding recapturing the constructive miles already paid cannot be supported. As the BLE tenaciously pointed out, the Carrier unilaterally implemented this interim agreement in accordance with Article IX authority. Therefore, the Carrier would be subject to the terms and conditions it issued on its own behalf. Moreover, it can clearly be seen that such constructive mileage conditions in the interim agreement were proffered as an offset to any potential WJPA benefits.

The Board recognizes that more than one (1) year has passed since implementation of the run. Consequently, it becomes almost impossible to roll back the clock and re-bid the assignments. The Engineers have now benefitted by 1 year of paid constructive miles of the new ID run. How one offsets any WJPA protection that might be due an employee by using this paid constructive mileage, and enhanced road overtime calculations, would be a difficult task at this junction. The Carrier recognizing that both parties contributed to the current status of this run, agreed to retain Sections 4 and 6, as currently implemented.

Award: The Board finds that the terms and conditions set forth in the Carrier's September 14, 1992; implemented proposal, including the two proposed Side Letters of Understanding, meet or exceed the provisions of Article IX of the May 19, 1986, National Award. Accordingly, those terms and conditions are adopted as the provisions of the new Interdivisional run between Fremont and North Platte, Nebraska.

/s/ Joseph P. Carberry  
Joseph P. Carberry  
Chairman and Neutral

/s/ R. E Dean  
R. E. Dean  
Organization Member

/s/ W S Hinckley  
W. S. Hinckley  
Carrier Member

Scottsdale, Arizona

November 22, 1999  
Date

## MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

INTERDIVISIONAL SERVICE: FREMONT/NORTH PLATTE

Pursuant to Article IX, "INTERDIVISIONAL SERVICE," of the May 19, 1986 BLE National Award, the parties have agreed to establish pool freight service between Fremont, Nebraska, and North Platte, Nebraska, subject to the following:

CONDITIONS

**Section 1. Fremont Home Terminal.** Fremont, Nebraska, shall be the home terminal for First Seniority District employes working in the Interdivisional Service created by this Agreement. North Platte, Nebraska, shall be their away-from-home terminal.

**Section 2. North Platte Home Terminal.** North Platte, Nebraska, shall be the home terminal for Second Seniority District employes working in the Interdivisional service created by this Agreement. Fremont, Nebraska, shall be their away-from-home terminal.

**Section 3. Miles of Run.** Crews working in this Interdivisional Service will be allowed 244 miles eastbound and 247 miles westbound for a complete trip, except as provided in Section (4) below. Crews delivering complete trains to the Chicago and Northwestern on their trackage will be allowed five (5) additional miles.

**NOTE 1:** Mile Post 39 at Fremont will function as the arrival and departure point at that terminal.

**Section 4. Employe Protection.** In lieu of all benefits that may be provided in Section 7 of Article IX of the May 19, 1986 National Award, to any employe, the following is agreed to:

(a) Employes working in this ID service shall be allowed mileage for trips worked as follows:

September 14, 1992 to September 13, 1993	- 283 miles
September 14, 1993 to September 13, 1994	- 270 miles
September 14, 1994 to September 13, 1995	- 255 miles

September 14, 1995 and thereafter

- 244/247 miles

**Section 5. Rate of Pay.** The provisions of the current BLE National Agreement shall apply.

**Section 6. Overtime.** Overtime shall begin after the expiration of ten (10) hours on duty for employes hired prior to October 31, 1985, and in accordance with the PEB 219 National Implementing Agreement for employes hired subsequent to October 31, 1985.

**Section 7. Transportation.** Transportation will be provided in accordance with Section (2)(c) of Article IX of the May 19, 1986 National Award.

.... Reference Article IX Section (2)(c) 1986 National Award

- (c) When a crew is required to report for duty or is 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 crew.

**NOTE:** Suitable transportation includes carrier owned or provided passenger carrying motor vehicles or taxi, but excludes other forms of public transportation.

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**Section 8. Meal Allowance and Eating Enroute.** Meal allowances and eating enroute will be governed by the current BLE National Agreement Sections applicable to each provision.

.... Reference Article VII – PEB 219

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

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.... Reference Article IX Section (2)(e) 1986 National Award

- (e) In order to expedite the movement of interdivisional runs, crews on runs of miles equal to or less than the number encompassed in the basic day will not stop to eat except in cases of emergency or unusual delays. For crews on longer runs, the carrier shall determine the conditions under which such crews may stop to eat. When crews on such runs are not permitted to stop to eat, crew members shall be paid an allowance of \$1.50 for the trip.

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**Section 9. Suitable Lodging.** Suitable lodging will be provided by the Carrier in accordance with Section 1 of Article II of the June 25, 1964 National Agreement

**Section 10. Calls.** At Fremont, Fremont home terminal employes will be called as nearly as possible two (2) hours before time required to report for duty if requested by the employe and they live in excess of 30 miles from Fremont.

**Section 11. Pick Ups and Set Outs Enroute.** It is recognized that crews working in the North Platte/Fremont Interdivisional Service may be required to make pick-ups and set-outs during their tour of duty.

**Section 12. Extra Boards.**

- (a) A combination road-yard extra board shall be established at Fremont to protect the service established by this agreement and to protect any other service on the First Seniority District between Fremont and Grand Island. The existing extra board at North Platte shall also be used to protect the service established by this Agreement.
- (b) If the Fremont or Council Bluffs extra board is exhausted, the other extra board shall be the next source of supply for vacancies that arise. This section does not eliminate existing extra boards at outside points but provides for the proper source of supply if those boards are exhausted for any reason.
- (c) The provisions of the standard Eastern District Guaranteed Extra Board Agreement shall be applicable to the Fremont Extra Board.

**Section 13. Equalization of Work - Apportionment.** These runs will be manned by First and Second District employees on the basis of the ratio of miles that the First and Second Seniority Districts, respectively, bear to the total miles of the run except, during the mileage attrition formula of Section 5, the equalization shall be as follows:

	<u>North Platte</u>	<u>Fremont</u>
-		
September 14, 1992 to September 13, 1993	50	50
September 14, 1993 to September 13, 1994	52	48
September 14, 1994 to September 13, 1995	54	46
September 14, 1995 and thereafter	56	44

**Section 14. Equalization of Work - Equalization.** Equalization of crews shall reflect the appropriate percentages between the Fremont home terminal pool and the North Platte home terminal pool. The balancing of the appropriate percentages will be accomplished by the Carrier in accordance with current practices.

**Section 15. Mileage Regulation.** Pool freight crews working in this Interdivisional Service will be governed by the regulating factors of the current work rules agreement.

**Section 16. Inclement Weather.** During severe weather conditions, the Carrier will permit First District crews to use Carrier provided lodging at Fremont. In addition, if roads are impassable, the Carrier may run a rail shuttle to Fremont. Should the Carrier run a rail shuttle, it will permit employees to report to Council Bluffs to ride the shuttle. No additional miles will be allowed due to this Section.

**Section 17. Effective Date.** The Carrier shall give the General Chairman ten (10)

days written notice of its desire to implement this Agreement.

**Section 18. Conflict of Agreements.** Nothing in this Agreement shall be construed as modifying or amending any of the provisions of any labor agreement including current Interdivisional Run agreements between the Company and the Organization, except as specifically provided herein.



Signed at Omaha, Nebraska, this 16<sup>th</sup> day of September 1992.

FOR THE ORGANIZATION:

/s/ Michael Young  
M. A. Young  
General Chairman, BLE

FOR THE CARRIER:

/s/ W. S. Hinckley  
W. S. Hinckley  
Director Labor Relations

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179-0323

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to Section 12 Extra Boards of the Fremont-North Platte Interdivisional Service Agreement.

The parties recognize that the creation of a Fremont Extra Board is on a trial basis to determine if it benefits both the employees and the Carrier with regard to the most productive use of employees.

Should either party determine that the Fremont extra board is not meeting their needs, it may be cancelled by giving thirty (30) days' written notice to the other party.

Yours truly,

*/s/ W. S. HINCKLEY*  
DIRECTOR - LABOR RELATIONS

AGREED:

*/s/ M.A. Young*  
General Chairman, BLE

# UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179-0323

MR M A YOUNG  
GENERAL CHAIRMAN BLE  
1620 CENTRAL AVE 201  
CHEYENNE WY 82001

Dear Sir:

This refers to the Interdivisional Service Agreement governing service between North Platte and Fremont. During negotiations you expressed concern that employes in this service would be used by the Carrier to handle trains beyond Fremont and into Council Bluffs and that Council Bluffs crews would handle trains usually handled by Fremont crews making proper lineups difficult to maintain.

This is to confirm our understanding that crews will be used as follows:

1. Fremont-North Platte crews will not be used to handle trains into Council Bluffs.
2. The work of picking up and setting out enroute is not reserved to either pool (Fremont or Council Bluffs/North Platte) except as provided in (3) below.
3. Run through trains to or from the CNW at Fremont will be manned by Fremont-North Platte crews when rested and available. If none are rested and available, the Carrier may use Council Bluffs-North Platte crews to handle the traffic.

**NOTE:** This does not preclude the pick up/set out of cars or cuts of cars at Fremont by Council Bluffs-North Platte crews nor the picking up/setting out of entire trains if the power originates or terminates in Council Bluffs.

Should this properly reflect our understanding, please sign below.

Yours truly,

*/s/ W. S. HINCKLEY*  
DIRECTOR - LABOR RELATIONS

I CONCUR:

*/s/ M.A. Young*  
General Chairman, BLE