

APPENDIX H – SENIORITY

CONSOLIDATION OF SENIORITY DISTRICTS TEN AND ELEVEN

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

**BROTHERHOOD OF LOCOMOTIVE ENGINEERS
UNITED TRANSPORTATION UNION (E)**

CONSOLIDATION OF ENGINEER AND FIREMEN SENIORITY DISTRICTS TEN AND ELEVEN

The Tenth Seniority District is described in the Engineer schedule as:

"(Ellis District) Ellis to Sharon Springs, and Oakley to Plainville, including yard at Sharon Springs."

The Tenth Seniority District is described in the firemen schedule as:

"(Ellis District) Ellis to Sharon Springs, and Oakley to Plainville, including yard and hostling at Sharon Springs."

The Eleventh Seniority District is described in the Engineer schedule as:

"(Hugo District) Sharon Springs to Hugo."

The Eleventh Seniority District is described in the firemen schedule as:

"(Hugo District) Sharon Springs to Hugo including yard and hostling at Hugo."

Effective at 12:01 a.m., December 1, 1977 the above-described seniority districts for Engineers and firemen will be consolidated and a new seniority district created subject to the conditions set forth below:

1. Employees holding seniority dates as firemen on the Tenth Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Tenth Seniority District according to their then existing relative seniority status and will be given a seniority date as firemen on the Eleventh Seniority District as of 12:01 a.m., December 1, 1977 following the junior fireman on the Eleventh Seniority District in the same relative standing as on the Tenth Seniority District.
2. Employees holding seniority dates as firemen on the Eleventh Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Eleventh Seniority District according to their then existing relative seniority status and will be given a seniority date as firemen on the Tenth Seniority District as of 12:01 a.m., December 1, 1977 following the junior fireman on the Tenth Seniority District in the same relative standing as on the Eleventh Seniority District.
3. Employees holding seniority dates as Engineers on the Tenth Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Tenth Seniority District according to their then existing relative seniority status and will be given a seniority date as Engineer on the Eleventh Seniority District as of 12:01 a.m., December 1, 1977 following the junior Engineer on the Eleventh Seniority District in the same relative standing as on the Tenth Seniority District.

4. Employees holding seniority dates as Engineers on the Eleventh Seniority District as of the close of the day November 30, 1977 will retain prior rights in such service on the Eleventh Seniority District according to their then existing relative seniority status and will be given a seniority date as Engineer on the Tenth Seniority District as of 12:01 a.m., December 1, 1977 following the junior Engineer on the Tenth Seniority District in the same relative standing as on the Eleventh Seniority District.
5. On and after 12:01 a.m., December 1, 1977 a consolidated seniority roster will be maintained for the consolidated seniority district.
6. Employees who on November 30, 1977 hold seniority as firemen on the Tenth and Eleventh Seniority District and who are promoted to Engineer on or after December 1, 1977 will be considered prior rights Engineers under the provisions of this Agreement.
7. All firemen hired on and after 12:01 a.m., December 1, 1977 for service in the consolidated seniority district will be accorded a seniority date as firemen in such consolidated seniority district. All such firemen who are promoted will be accorded a seniority date as Engineer in such consolidated seniority district and will be required to protect positions on the consolidated territory.
8. Employees holding seniority as fireman and/or Engineer on the Tenth or Eleventh Seniority District who are temporarily suspended, dismissed from service, or on authorized leave on November 30, 1977 shall be accorded a seniority date in the other appropriate seniority district on their return to service in the same manner as though they had been in service on November 30, 1977.
9. Oakley, Kansas will be the home terminal for interdivisional freight passenger and extra service on the consolidated territories.
10. No prior rights Tenth Seniority District employee will be forced to a vacancy in the former Eleventh Seniority District territory; and no prior rights Eleventh Seniority District employee will be forced to a vacancy in the former Tenth Seniority District territory.

Dated at Omaha, Nebraska this 30th day of November 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

FOR THE UNITED TRANSPORTATION UNION (E)

/s/ R. J. Green
General Chairman

ESTABLISHING TWELFTH SENIORITY DISTRICT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

ESTABLISHMENT OF TWELFTH SENIORITY DISTRICT

Section 1. A new seniority district is established for Engineers to be identified as follows:

Twelfth Seniority District: East Switch, Point of Rocks, to and including West Switch, Granger, and all yards and branches within this territory.

.... Modified by agreement dated 08/26/1977

"A new seniority district is established for Engineers to be identified as follows:

"Twelfth Seniority District east switch Black Buttes, to and including West Switch, Granger, and all yards and branches within this territory."

Modified by LOU dated 06/02/1978

The east limit of the Twelfth Seniority District will be M.P. 775.5 with the understanding that Twelfth District Engineers may operate east of this point only to the extent that some part of their train is between M.P. 775.5 and M.P. 775.25

Section 2. Employees holding a seniority date in engine service on the effective date of this Agreement on the Sixth or Seventh Seniority District will retain all rights to assignments operating exclusively within territorial limits of the Sixth or Seventh District and will be granted rights on the Twelfth Seniority District. Employees acquiring seniority in engine service on the Sixth or Seventh District on or after the effective date of this Agreement will hold no rights to service in the Twelfth District. Employees acquiring seniority in engine service on the Twelfth District on or after the effective date of this Agreement will hold rights on the Twelfth District only.

Section 3. Road service in the territory described in Section 1 above may be handled by Combination Road and Yard Switchers under the provisions of Rule 24 of the Rules Agreement.

Section 4. Twelfth District Engineers will man short runaround service which is called to operate exclusively within the Twelfth District.

Section 5. Work trains and locals operating exclusively within Twelfth District territory will be manned by Twelfth District Engineers. Work trains operating both inside and outside this

territory will be manned by Sixth or Seventh District Engineers, except that when work trains originate or operate more than four (4) miles within the territory identified as the Twelfth District, such work trains will be manned by Twelfth District Engineers while so operating. Sixth or Seventh District Engineers required to perform work train service which originates or operates more than four (4) miles within this territory will be allowed a penalty of 100 miles. Yard service within the territorial limits of the Twelfth District will be manned by Twelfth District Engineers.

Section 6. Dogcatching of trains manned by Twelfth District Engineers will be handled by Twelfth District Engineers. Dogcatching of trains manned by Sixth or Seventh District Engineers dying in the territory described in Section 1 above will also be handled by Twelfth District Engineers. If Sixth or Seventh District Engineers are used to dogcatch

Sixth or Seventh District trains dying in the territory described in Section 1 above, they will be allowed a penalty of 50 miles.

Section 7. The following is added to Rule 19(c) of the Rules Agreement:

"Twelfth District road Engineers may make one pick up and one set out, or two pickups or two set outs in the Green River and/or Rock Springs yards. Twelfth District road Engineers may make two spots of revenue cars from their train in the Green River and/or Rock Springs yards. Twelfth District road Engineers may spot non-revenue cars from their train in the Green River and/or Rock Springs yards; however, these spots of non-revenue cars cannot exceed a total of five in any calendar month."

"Twelfth District road Engineers may place one car or one cut of cars from their train into a waiting train at Green River or Rock Springs in order to avoid delay to such waiting train.

However, if the waiting train is manned by a Sixth District road Engineer operating through Rock Springs the Sixth District road Engineer on the waiting train will be allowed actual time consumed in the placement of the car or cut of cars by the Twelfth District road Engineer at the pro rata rate of pay with a minimum allowance of one hour."

Section 8. Sixth or Seventh District Engineers destined Green River who die under the law between Point of Rocks and Granger will be deadheaded no later than on the first following train moving to Green River and if not so deadheaded will be allowed a penalty of fifty (50) miles for each train not deadheaded on.

Section 9. There will be no more than two set outs and/or two pickups made by Sixth or Seventh District Engineers in the road territory described in Section 1 above. In consideration of this, the following will apply to Sixth and Seventh District Engineers:

Paragraph (b) of Part III "Rule Changes" of the BofLE Interdivisional Runs Agreement dated December 16, 1971 modifying Paragraph (a) of Rule 17 "Overtime" of the Rules Agreement.

Section 10. Seventh District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Salt Lake or Ogden to Green River and return if they reach Evanston on the eastbound trip. Sixth District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Rawlins to Green River and return if they reach Point of Rocks on the westbound trip.

.... **reference Agreement dated 08/26/1977**

It is understood that "actual miles" as used in this section means any allowable constructive miles for employee in-service as of August 26, 1977. For employees hired on or after August 26, 1977 it means "actual miles" with no constructive miles.

Section 11. Sixth District Engineers who are in service on the effective date of this Agreement will be allowed basic rate for actual road miles run. Sixth District Engineers hired on or after the effective date of this Agreement will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles over 100 miles paid for at the mileage rate of pay. Seventh District Engineers who are in service on the effective date of this Agreement will be allowed basic rate for 200 road miles when making a terminal-to-terminal trip between Ogden and Green River. Seventh District Engineers hired on or after the effective date of this Agreement will be allowed actual miles run with the first 100 miles run paid for at the basic rate of pay and all miles run over 100 miles paid for at the mileage rate of pay.

Section 12. Engineers in District Six or Seven with a seniority date prior to the effective date of this Agreement who become furloughed after the effective date of this Agreement will be protected at an amount equivalent to 3200 miles at the through freight basic rate of pay for a period of six years from the effective date of this Agreement. However, District Six or Seven Engineers will not be required to exercise seniority in the Twelfth District in order to keep from becoming furloughed under this Section 12.

Section 13.

- a. Effective with the date of this Agreement, a Sixth or Seventh District Engineer who is not assigned to the Twelfth District who is required by the Company to perform service on the Twelfth District, except making pick-ups and/or set-outs, and except as otherwise provided in this Agreement, will be allowed a penalty of 100 miles.
- b. Sixth or Seventh District Engineers who are required to perform service on the Twelfth District under the provisions of Paragraph (a) of this Section 13 will be deadheaded home on the first train after completion of shift in the Twelfth District.

Section 14. After the Twelfth Seniority District in effect for one year the parties will meet to consider any changes desired by either party.

Section 15. This Agreement will become effective upon service of a thirty day written notice by the Carrier on the Organization and will remain in effect until changed in accordance with the Railway Labor Act.

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

DOVETAILING SENIORITY

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Contemplating Dovetailing Seniority

Section 2 of Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" contemplates dovetailing the seniority rosters of Sixth and Seventh District enginemen. It is agreed that in the dovetailing process if two or more employees have the same seniority date the ranking of the employees will be determined by:

"The date and time of application for employment. If this is the same, the ranking will be determined by:

"The employee's birth date."

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

AUGUST 26, 1977 AGREEMENT

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Redefining East Limit of Twelfth District

Upon service of a 30-day written notice by the Company on the Organization, Section 1 of Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" is changed to read:

"A new seniority district is established for Engineers to be identified as follows:

"Twelfth Seniority District east switch Black Buttes, to and including West Switch, Granger, and all yards and branches within this territory."

Upon placing this new Section 1 in effect, the Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" is modified to the extent necessary to conform to such new Section 1.

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. BECKER
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. KENNY
Director of Labor Relations

APPLICATION OF ACTUAL MILES

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Defining Actual Miles

Section 10 of Agreement dated August 26, 1977 titled "Establishment of Twelfth Seniority District" reads:

"Section 10. Seventh District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Salt Lake or Ogden to Green River and return if they reach Evanston on the eastbound trip. Sixth District Engineers will be allowed a minimum allowance of the actual miles of a turnaround trip Rawlins to Green River and return if they reach Point of Rocks on the westbound trip."

It is understood that "actual miles" as used in this section means any allowable constructive miles for employee in-service as of August 26, 1977. For employees hired on or after August 26, 1977 it means "actual miles" with no constructive miles.

Dated at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

LOU – AUGUST 26, 1977

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

E-013-22-52
August 26, 1977

E. G. Becker,
General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

This refers to Agreement titled "Establishment of Twelfth Seniority District". It is agreed:

1. Engineers on the Sixth or Seventh District will continue to man the Twelfth District service from their respective districts for a maximum period of four months from the date the Twelfth Seniority District is established. During this up-to-four-month period Sixth District Engineers will not work on the Seventh District nor will Seventh District Engineers work on the Sixth District. However, if Sixth District Engineers work on the Seventh District or if Seventh District Engineers work on the Sixth District they will be allowed a penalty of 100 miles.
2. Sixth or Seventh District Engineers used to man service in the Twelfth District for this up-to-four-month period will be furnished lodging and will be allowed meal allowance.
3. Prior to the establishment of the Twelfth Seniority District a meeting will be held with Employee representatives and Company representatives, including Operating, Labor Relations, and Timekeeping officers for the purpose of discussing this operation.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

Appendix H
Consolidation of Seniority Tenth-Eleventh Districts

LOU - ONE YEAR PRIOR RIGHTS CONDITIONS

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Dodge Street
Director of Labor Relations
Nebraska 68179

1416
Omaha,

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

E-013-22-52
August 26, 1977

E. G. Becker,
General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

This will confirm our understanding that for a period of one year from the date the Twelfth Seniority District is established or until Twelfth District assignments work east and west of Green River, whichever comes first, Sixth District Engineers will have prior rights to all Twelfth District assignments working exclusively east of Green River, and Seventh District Engineers will have prior rights to all Twelfth District assignments working exclusively west of Green River.

After one year after the Twelfth Seniority District is established, or after Twelfth District assignments work east and west out of Green River, whichever comes first, the Twelfth District roster only will be used to fill all assignments regardless of which direction worked out of Green River.

This Agreement may be cancelled at any time by either party serving a ten-day written notice upon the other.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

LOU - TERMINAL DEPARTURE ORDER PENALTY

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Dodge Street
Director of Labor Relations
Nebraska 68179

1416
Omaha,

J. E. Trummer
Asst. Director of Labor Relations

A.C. Hallberg
Asst. Director of Labor Relations

E-013-22-52
August 26, 1977

E. G. Becker,
General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

In consideration of the establishment of the Twelfth Seniority District it is agreed that effective on the effective date the Twelfth Seniority District is established, Sixth and Seventh District Engineers who are called in their turn for the following pool freight service:

Salt Lake City to Green River
Ogden to Green River
Green River to Ogden
Green River to Rawlins
Green River to Salt Lake City
Rawlins to Green River

and who do not depart from their terminal in the order called, will be allowed a runaround of 50 miles.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

12TH DISTRICT GEB

AGREEMENT
between the

UNION PACIFIC RAILROAD COMPANY-EASTERN DISTRICT
and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

GUARANTEED EXTRA BOARD TWELFTH SENIORITY DISTRICT

IT IS AGREED THAT EFFECTIVE OCTOBER 1, 1977:

Section 1. Co-effective with the establishment of the Twelfth Seniority District, a guaranteed extra board for Engineers shall be established.

Section 2. The number of employees assigned to such extra board shall be determined by the Carrier.

Any changes in the number of employees assigned to such extra board shall be made at 12:00 noon. When an employee is added to the extra board such employee shall not be removed there from for a period of seven (7) days.

Section 3. Engineers assigned to the extra board shall receive a monthly guarantee, or portion thereof, equivalent to 3500 miles per month at the standard basic daily through freight rate applicable in the weight-on-drivers bracket, 950,000 and less than 1,000,000 pounds (\$63.09, effective July 1, 1977). This rate is subject to future general wage adjustments. The guarantee will be computed on a monthly basis and shall be reduced by 117 miles for each calendar day or portion thereof that the employee is not available. The monthly guarantee shall be computed from the first day of the month to and including the last day of the month.

Section 4. Extra board Engineers will be required to register their accumulated mileage each day on a form provided for that purpose commencing on the effective date of this Agreement. Extra board Engineers who fail to register their mileage shall be placed last-out after proper mileage is registered. When an Engineer assigned to the extra board accumulates 4200 miles during a month he shall be parked for the remainder of that month unless there are no other Extra Engineers available for service.

Section 5. This Agreement may be terminated by service of a 30-day written notice by either party on the other.

Signed at Omaha, Nebraska this 26th day of August, 1977.

FOR THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS

/s/ E. G. Becker
General Chairman

FOR THE UNION PACIFIC
RAILROAD COMPANY

/s/ J. H. Kenny
Director of Labor Relations

LOU – JUNE 2, 1978

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Director of Labor Relations

1416 Dodge Street
Omaha, Nebraska 68179

J. E. Trummer
Asst. Director of Labor Relations

R. D. Meredith
Asst. Director of Labor Relations

E-013-22-52
June 2, 1978

E. G. Becker,
General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

This will confirm our understandings about establishment of the Twelfth Seniority District.

1. Sixth District Extra Engineers will be called to operate Rawlins to Prospect Point to Rawlins incident to handling coal cars.
2. Sixth District Extra Engineers will be called to operate Rawlins to Thayer Junction to Prospect Point to Rawlins incident to handling coal cars.
3. Sixth District pool Engineers will be called to handle empties Rawlins to Prospect Point and will run light or deadhead to Green River.
4. A Sixth District Extra Engineer in coal service who operates Rawlins to Prospect Point to Green River will be deadheaded to Rawlins.

When a Twelfth District Engineer operates Green River to Prospect Point to load coal, either a Sixth District pool freight Engineer will be called at Green River to take coal to Rawlins or a Sixth District Engineer will be called at Rawlins to pick up coal and take it to Rawlins.

The east limit of the Twelfth Seniority District will be M.P. 775.5 with the understanding that Twelfth District Engineers may operate east of this point only to the extent that some part of their train is between M.P. 775.5 and M.P. 775.25.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman

LOU – SEPTEMBER 1 , 1978

UNION PACIFIC RAILROAD COMPANY

Department of Labor Relations - Eastern District

J. H. Kenny
Dodge Street
Director of Labor Relations
Nebraska 68179

1416
Omaha,

J. E. Trummer
Asst. Director of Labor Relations

R. D. Meredith
Asst. Director of Labor Relations

E-013-22-52
September 1, 1978

E. G. Becker,
General Chairman
Brotherhood of Locomotive Engineers
Omaha, Nebraska

Dear Sir:

This will confirm our understanding that Engineers hired on the Sixth Seniority District (Rawlins) or the Seventh Seniority District (Ogden) after February 1, 1978, the date the Twelfth Seniority District was established, will not be accorded a seniority date on the Twelfth Seniority District when their standing on either the Rawlins or Ogden extra board requires their use in the Twelfth Seniority District.

Yours truly,

/s/ J. H. Kenny

ACCEPTED:

/s/ E. G. Becker
General Chairman