

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



March 14, 2004

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BLET-WRGCA

TSE File: # 1860.99

File:

Tim Donnigan
General Chairman – BLE
PO Box 609
Pocatello, Idaho 83204

Dear Sir:

This letter is in reference to the computation of payment of TSE guarantees for Engineers in the Idaho District.

A recent audit has found that the Carrier is not offsetting the five dollars (\$5.00) Engineers Certification payment from guarantee payment. Clearly this is in error. The 1987 TSE Agreement between the BLE and the UPRR on the Western Region – Idaho Division states in pertinent part:

Section 3. Employees in such service will be paid the five-day yard rate for the entire trip or day's work. Eight hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight hours continuous service. Miles run shall not be taken into account for pay purposes.

NOTE: Rates of pay established by this agreement shall be subject to general wage increases.

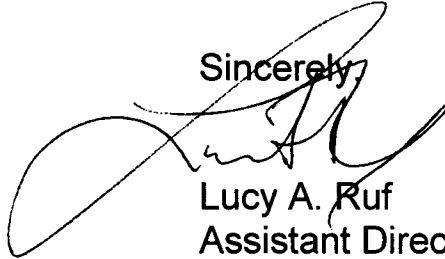
Section 4. Employees assigned to traveling switchers having a radius of 35 miles or less will be guaranteed a daily earnings minimum of one hundred twenty-five (125) miles at the rates provided in Section 3. Employees assigned to traveling switchers having a radius in excess of 35 miles will be guaranteed a daily earnings minimum of one hundred thirty-five (135) miles at the rate provided in Section 3. When earnings from all sources do not produce an

amount equal to the guaranteed mileage of the assignment on any assigned working day, the employee will be paid the guaranteed mileage of the assignment at the rate provided for in Section 3.

It is not the Carrier's intent to recover the amount in question or adjust individual TPA's. However, this letter will serve as notice that effective April 1, 2005 the Carrier will offset guarantee payments by the \$5.00 Engineer Certification pay.

Should you have any question or concerns regarding this matter feel free to contact me at 544-6622.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucy A. Ruf', written over the word 'Sincerely,'.

Lucy A. Ruf
Assistant Director – Labor Relations

CC:

T. Gary Taggart – Director Labor Relations
Sharon Boone – Director Labor Relations
Patrick Kenny – Director Timekeeping
F. Cliff Johnson – Senior Director Timekeeping
Darla Stephens – Teamleader Timekeeping

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A G R E E M E N T

Between the

UNION PACIFIC RAILROAD COMPANY
(Western Region - Idaho Division)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

* * * * *

TRAVELING SWITCHER ASSIGNMENTS

1860.99

* * * * *

Section 1. Traveling switcher assignments may be made combining road service and yard service, provided all such service is performed within a zone extending 50 miles in each direction.

NOTE: As an exception to Section 1, traveling switcher assignments established at Kemmerer, Wyoming may be bulletined for a radius of 56 miles to include the West Vaca-Alchem area. A minimum of 150 miles will apply at Kemmerer subject to the provisions of Section 4.

Section 2. There shall be no restrictions as to the locations where traveling switchers may be established. However, switching performed at mainline district terminals (Salt Lake, Pocatello and Nampa), where yard crews are employed and on duty shall be governed by the applicable National Agreements.

Section 3. Employees in such service will be paid the five-day yard rate for the entire trip or day's work. Eight hours or less shall constitute a day's work. Overtime will be computed on the minute basis and will be paid for all time on duty in excess of eight hours continuous service. Miles run shall not be taken into account for pay purposes.

NOTE: Rates of pay established by this agreement shall be subject to general wage increases.

Section 4. Employees assigned to traveling switchers having a radius of 35 miles or less will be guaranteed a daily earnings minimum of one hundred twenty-five (125) miles at the rate provided in Section 3. Employees assigned to traveling switchers having a radius in excess of 35 miles will be guaranteed a daily earnings minimum of one hundred thirty-five (135) miles at the rate provided in Section 3. When earnings from all sources do not produce an amount equal to the guaranteed mileage of the assignment on any assigned working day, the employe will be paid the guaranteed mileage of the assignment at the rate provided for in Section 3.

Section 5. Traveling switchers may be assigned either five, six or seven day per week.

Section 6. Employes in traveling switcher service used outside of their assigned territory will be allowed a minimum of one hundred miles therefor at the rate and under the rules governing the service performed on the extra trip, provided that such time or miles will not be used in computing time on the assignment. The guarantee provisions of Section 4 will not apply to trips made pursuant to the provisions of this Section.

Section 7. Rules pertaining to initial and final terminal delay time, terminal switching and starting time will not apply to traveling switcher assignments.

Section 8. There shall be no limitation upon the number of turnaround trips road switchers may be required to make into or out of the starting point or between intermediate points within the area of their assignment.


Section 9. The Carrier shall designate by seniority bulletin the on-duty point and starting time of road switcher assignments covered by this Agreement. The starting point shall also be the off-duty point for each day the road switcher is assigned to work.

Section 10. Assignments established pursuant to this Agreement shall be governed by the local starting time rules of the scheduled agreements.


Section 11. This Agreement supersedes all previous road switcher agreements.


This Agreement, which is entered into pursuant to Section 2, of Article VII of the Award of Arbitration Board, No. 458, shall become effective November 3 1987 and shall remain in effect until revised or cancelled in accordance with the procedures prescribed by the Railway Labor Act, as amended.

Dated at Salt Lake City, Utah, this 3rd day of July 1987.

W. Sanderson 

BROTHERHOOD OF LOCOMOTIVE ENGINEERS UNION PACIFIC RAILROAD COMPANY


General Chairman-Idaho Division


Regional Director-Labor Relations

UNION PACIFIC RAILROAD COMPANY

J. E. COOK
REGIONAL DIRECTOR
LABOR RELATIONS-WESTERN DISTRICT
J. R. GUM
W. S. HINCKLEY
ASSISTANT REGIONAL DIRECTOR
LABOR RELATIONS



406 WEST FIRST SOUTH
SALT LAKE CITY, UTAH 84101

November 3, 1987

1860.80
(SIDE LETTER A)

Mr. T. J. Donnigan
General Chairman, BLE
242 W. Lewis, Room 6
Pocatello, ID 83204

Dear Mr. Donnigan:

This will confirm our discussions during the negotiation of the agreement of this date providing for the establishment of traveling switcher service on the Idaho Division.

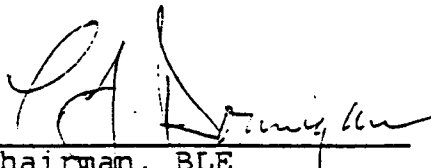
It was agreed in conference that in the application of Section 2, the character of switching that may be performed by traveling switcher crews at mainline district terminals (Salt Lake, Pocatello and Nampa), where yard crews are employed and on duty, shall be limited to such work in connection with their own train as set forth in Section 1, Article VIII of BLE Arbitration Board No. 458 dated May 19, 1986, or as may be amended in subsequent agreements. Engineers required to perform work in excess thereof will be paid therefor at pro rata rate on the minute basis calculated from the time compensable switching is begun until it is completed, with a minimum of one hour.

The penalty payment referred to above shall not be used as an offset against the daily earnings guarantee provided for in Section 4 of the Traveling Switcher Agreement.

The Organization expressed a concern that Section 6 would be construed in such a manner as to be in conflict with, and render ineffectual, the provision in Section 2 with regard to the amount of work that may be performed at mainline district terminals. This concern is groundless and we are in agreement that Section 6, the general rule, is not in conflict with Section 2, the specific rule.

Please indicate your agreement by signing your name in the space provided below.

I AGREE:



General Chairman, BLE

Yours truly,



UNION PACIFIC RAILROAD COMPANY

COOK
REGIONAL DIRECTOR-
LABOR RELATIONS-WESTERN REGION
J. R. GUM
W. S. HINCKLEY
ASSISTANT REGIONAL DIRECTOR-
LABOR RELATIONS

406 WEST FIRST SOUTH
SALT LAKE CITY UTAH 84101



November 3, 1987

1860.99
(SIDE LETTER B)

Mr. T. J. Donnigan
General Chairman, BLE
242 West Lewis, Room 6
Pocatello, ID 83204

Dear Mr. Donnigan:

This confirms our understanding with respect to the
Traveling Switcher Agreement of this date:

1. The rules and regulations relating to the establishing of assignments at locations where food and lodging are available will apply to traveling switcher assignments.
2. Assignments established pursuant to the traveling switcher agreement will be covered by the schedule rules governing meals, lockers and sanitary facilities.
3. Assignments established pursuant to the traveling switcher agreement shall be subject to the Holiday Pay provisions of the National Agreements.
4. Seniority lines of demarcation at Salt Lake City, Utah and Huntington, Oregon will be respected.

Please indicate your agreement by signing in the space provided.

Yours truly,

A handwritten signature in cursive script, appearing to read "J. R. Cook".

ACCEPTED:

A handwritten signature in cursive script, appearing to read "T. J. Donnigan".

General Chairman, BLE

A15. Yes, when such vacation pay entitlement (for each week) is calculated on the basis of 1/52 of the previous calendar year's compensation. If the vacation pay entitlement (for each week) is paid at the rate of the last service rendered, however, certification allowance payments received would not be taken into account because such allowance payments do not constitute an element of the pay rate.

Q16. Are certification allowance payments credited toward guarantees in protective agreements or arrangements?

A16. Yes, so long as the certification allowance is included for purposes of calculating Test Period Earnings for employees protection purposes under existing agreements or arrangements.

Q17. Are certification allowance payments included for purposes of calculating Test Period Earnings for employee protection purposes under existing protective agreements or arrangements?

A17. Yes.

Offsets

Q18. Does the certification allowance apply in addition to the Special Pay Differential established pursuant to Article V of the July 29, 1991 BLE Imposed Agreement?

A18. Yes.

Q19. Is the certification allowance payable in addition to payments required under existing rules for special allowances, differentials, arbitraries, and penalties?

A19. Yes.