

A G R E E M E N T
BETWEEN THE

UNION PACIFIC RAILROAD COMPANY
Ogden Union Railway & Depot Company
Spokane International Railroad

AND THE

UNITED TRANSPORTATION UNION - (C), (T) & (S)

(Covering)

CREW CONSIST

THIS AGREEMENT IS IN FULL AND FINAL SETTLEMENT OF THE CARRIER'S NOTICES SERVED UNDER SECTION 6 OF THE RAILWAY LABOR ACT ON OR ABOUT JUNE 13, 1977, PERTAINING TO THE CONSIST OF CREWS IN TRAIN AND YARD SERVICE.

IT IS HEREBY AGREED:

PART ONE

ARTICLE I - CREW CONSIST CONDITIONS

9 Section 1. Standard Crew. Except as specifically provided for in this Agreement, road freight train and yard crews shall consist of not less than one conductor/foreman and two brakemen/helpers, which will be referred to as a "standard crew."

Section 2. Crew Reduction By Attrition. The reduction of road freight service brakemen or yard helper positions from any crew shall be made solely on a pure attrition basis. No road freight brakeman or yard helper positions available to a protected employe under Schedule Rules will be blanked, except under the conditions specifically provided for in this Agreement.

Section 3. Minimum Crew Size. The minimum crew size shall consist of not less than one conductor/foreman, and one brakeman/yard helper and no service shall be required of any crew manned by less than one conductor/foreman and one brakeman/yard helper. Nothing in this Agreement shall prevent the Carrier from adding additional position of road brakeman/yard helper to any assignment when in its judgment the additional position is deemed necessary and will be so designated. Except as provided in Article IV, Section 2(c), no protected employe will be moved from

a standard crew of one conductor/foreman and two brakemen/yard helpers to a reduced crew of one conductor/foreman and one brakeman/yard helper in order to make such crew a standard crew of one conductor/foreman and two brakeman/yard helpers. (Intpns. Pg. 14)

Section 4. Manual Retainers. Trains in mountain grade territory, requiring the use of hand operated retainers, under the Carrier's Special Rules, shall be manned by a standard crew.

Section 5. Passenger Service. Nothing in this Agreement changes existing Crew Consist arrangements in passenger service.

Section 6. Crew Member Absent.

(a) Not Reporting. In the event a member of a yard crew consisting of one foreman and two helpers (one helper position is blankable), fails to report for duty, the remaining two crew members may be required to start work. If the foreman fails to report, a qualified foreman on same crew will be used. If there is no qualified foreman, existing Schedule Rules will apply.

Should the absent member fail to report within one hour from the on-duty time, the remaining crew members will finish that tour of duty receiving the special allowance and also the Employees' Productivity Fund will be credited.

Where a yard crew consists of a foreman and two helpers (both helper positions are "must-fill" as a result of Carrier designation or bulletin due to safety and requirements of the service), and one member fails to report for duty, the remaining two crew members will not be required to start work.

(b) Not Completing Shift. In the event a yard crew member is permitted to leave the job due to sickness, injury or other compelling reason, during a tour of duty; if the remaining two crew members are required to continue working in excess of one hour or to complete that tour of duty, they shall receive the special allowance and also the Productivity Fund will be credited. If the positions are all "must-fill" as designated in Subsection (a), the remaining crew members may work as permitted by existing Schedule Rules.

Section 7. Employees will not be required to operate with less than the required train/yard crew consist specified in this Agreement nor will they be censured or disciplined in any manner for refusal to do so.

ARTICLE II - TRAIN LENGTH LIMITATION FOR REDUCED CREWS.

Section 1. Car Limits. Except as otherwise provided herein, the following car limits shall be made effective in road freight service:

(a) Less Than Seventy-Two Cars. Trains of one to seventy-one cars and not to exceed 4,015 feet in length, including caboose(s) may be operated with a reduced crew of one conductor and one brakeman, subject to other provisions of this Agreement.

(b) Less Than One-Hundred-Twenty-Two Cars. Trains of seventy-two cars to one-hundred-twenty-one cars and not exceeding 6,840 feet in length, including caboose(s), may be operated with a reduced crew of one conductor and one brakeman by agreement between the appropriate General Chairman and Carrier's Director of Labor Relations.

(c) Exceeding One-Hundred-Twenty-One Cars. Trains consisting of more than one-hundred-twenty-one cars or exceeding 6,840 feet in length, including caboose(s), will be operated with a standard crew.

Section 2. New Business (Exception). New business or new service operations, i.e., business not formerly handled by the Company for which identifiable service, such as piggyback, unit and commodity trains (does not include pool freight), established to compete with other modes of transportation, may be operated with a crew of not less than one conductor/foreman and one brakeman/yard helper, provided such trains do not exceed one-hundred-twenty-one cars or 6,840 feet in length, including caboose(s). (Intpns. Page 14-14½).

Section 3. Non-Revenue (Exception). Non-revenue trains such as Hours of Service relief crews, snowplows, work and wreck* service trains, may be operated with a reduced crew of not less than one conductor/foreman and one brakeman/yard helper. (Intpns. Page 14½).

NOTE: When the work train, wreck train, or snowplow service is such that there is a need for a standard crew because of the factors of productivity, safety, and workload, the Carrier Engineering Department representative will so request when ordering crew.

(* - Work and wreck service, as referred to herein, shall not apply to through freight or interdivisional through freight service crews performing work train or wrecker service during their tour of duty).

ARTICLE III - DEFINITIONS.

Section 1. Positions.

(a-1) Must-Fill. A must-fill position is a brakeman/yardman position contractually required to be filled by protected or non-protected brakeman/yardman under schedule rules or agreements and may not be blanked.

(a-2) Must-fill positions in any class of service for which no bids are received will be filled in accordance with existing schedule rules or agreements.

(b-1) Blanked. A blanked position is a second brakeman/yardman position that is not occupied by any protected employee and a position that need not be filled by a non-protected employee.

(b-2) The method to arrive at a blanked position is through absolute attrition as provided for in Article I, Section 2, or when no protected employee elects, by exercise of seniority (displaces, makes application, or bids), to occupy the second brakeman/yardman position under schedule rules or agreements, except as specifically provided for in this Agreement.

(c) Blankable. Blankable positions are all second-brakeman/yardman positions, except those which must be filled under the provisions of Article I. (Intpns. Pg. 15)

Section 2. Protected Employees.

(a) Protected. For the purpose of this Agreement, protected employees are all employees on road freight train and/or yard service seniority rosters (including employees on authorized leave of absence) as of September 15, 1980, and any employee in a dismissed (discharged), terminated or suspended status as of September 15, 1980, who is subsequently returned to service with seniority rights unimpaired.

NOTE 1: Nothing in this Agreement shall be construed, interpreted or applied so as to change or modify the following Crew Consist Agreements dated prior to this Agreement, as those agreements relate to the protection of employees, reduction, and restoration of positions:

August 25, 1964 NWD
March 1, 1968 NWD (Oregon Division)
March 1, 1968 ED
March 1, 1968 NWD (Idaho Division)
March 1, 1968 SCD

NOTE 2: When any of the crews involved in the above named 1964 and 1968 Agreements are worked with a conductor/foreman and one brakeman/yard helper, they will be paid the special allowance and the Productivity Fund will be credited.

(b) Displacement Rights. A protected employee shall retain the right to exercise seniority to any blankable (blanked) position, except under certain conditions provided for in this Agreement. (Intpns. Pg. 15)

(c) Furloughed. Except as provided in Section 2(a), (Note 1) hereof, and Article II, subsections 2 and 3, (New Business and Non-Revenue), no protected employee will be furloughed or on furlough so long as a crew consisting of one conductor/foreman and one brakeman/yard helper is operated in a seniority district.

Section 3. Non-Protected. Train/yard service employees hired after the effective date of this Agreement will not have claim for blanked or blankable second brakeman/yard helper positions.

ARTICLE IV - EXTRA BOARDS.

Section 1.

(a) Yard Vacancies. Subject to the provisions of the Five-Day Work Week Agreement and the applicable Schedule Rules, protected employees on the yardmen's extra board will be called for all blankable yard vacancies unless their services are required for a known must-fill vacancy.

An extra protected yardman may be held for a known must-fill vacancy and should such vacancy not materialize, the employee will be paid a basic day's pay and retain the first-out position on the extra board. It is further understood that such extra protected yardman called for and performing subsequent service will be compensated under existing applicable Schedule Rules. (Intpns. Pg. 16-18)

(b) Road Vacancies. Protected employes on the brakemen's extra board will be called for all second brakeman vacancies unless their services are required for a known must-fill vacancy.

An extra protected brakeman may be held for a known must-fill vacancy. If the held employe fills the vacancy and the earnings therefrom are less than the earnings of the assignment to which entitled, the employe shall be paid difference in earnings and placed on the extra board after completion of the tour of duty worked in accordance with the existing Schedule Rules without regard to the assignment missed.

Should the vacancy for which held not materialize, the employe will be paid the earnings of the assignment to which entitled had the employe not been held and will be placed on the extra board in the same manner as though the employe had worked the assignment. (Intpns. Pg. 18-19)

Should such employe be used in emergency while being withheld from the extra board in these circumstances, earnings therefrom shall not be used to offset earnings of the vacancy missed. (Intpns. Pg. 18-19)

Section 2. Force Assigning From Blankable Positions.

(a) Must-Fill Yard Vacancy. When there are no extra yardmen available on the extra board and there is a known must-fill yard vacancy, the available protected yard helper holding a blankable yard helper position in the same starting time bracket will be required to fill the position for one tour of duty, as follows:

Use the junior protected helper on a shift:

- First: Same starting point within the terminal with the
- (1) same starting time
 - (2) earlier starting time
 - (3) later starting time
- Second: At another starting point within the terminal with the
- (4) same starting time
 - (5) earlier starting time
 - (6) later starting time
- Third: If the vacancy cannot be filled by any of the above, then procedures of existing Schedule Rules shall apply.

If a protected yardman is not used on the vacancy for which held, such yardman will be paid loss of earnings. If used at the same starting time as the yardman's regular assignment, the employee will be paid at pro rata rate for the regular eight-hour period and actual overtime worked. If used in advance of the assigned starting time in the same starting time bracket, the employee will be paid at time and one-half for the shift. If used later than the regular starting time, pay will commence at the starting time of the employee's regular shift.

(b) Must-Fill Road Vacancy at Extra Board Point. When there are no extra brakemen available and there is a known must-fill road vacancy, the most junior available protected road brakeman holding a blankable road brakeman position at that location will be used to fill the position for one trip or one tour of duty without loss of earnings. If the vacancy cannot be filled in this manner, existing rules will apply. (Intpns. Pg. 19)

(c) Must-Fill Vacancy at Far Terminal. At the away-from-home terminal where a protecting extra board is not maintained, if there is a known must-fill brakeman's vacancy in the first-out pool freight crew, a brakeman from the following turn will be stepped up to the must-fill vacancy in accordance with existing Schedule Rules and returned to his regular turn upon arrival at the home terminal. In all cases, the employee shall be paid as per existing Schedule Rules. (Intpns. Pg. 19-20)

Section 3. Extra Board Regulation.

(a) Extra lists will be regulated in accordance with existing rules and practices, predicated as nearly as possible on must-fill positions in keeping with subsection (b) hereof.

(b) The Carrier shall maintain a sufficient number of employees to permit reasonable layoff privileges and to protect vacations, personal leave days and other extended vacancies.

ARTICLE V - RADIOS

Section 1. Reduced Crews. Operable radios shall be furnished all members of reduced crews. (Intpns. Pg. 20-21)

Section 2.

(a) Yard Service. Portable radios for use of and carried by ground service employees in yard service will

not exceed three (3) pounds and will be equipped with a suitable holder which will firmly hold the radio close to the body or will be of such size as to permit being placed in coat or trouser pocket.

(b) Road Service. The size and weight of portable radios used by ground service employes in road service will not exceed that presently in use, and portable radios hereafter purchased for use in this class of service will be of the minimum size and weight necessary to insure safe and adequate communication. This is not intended to require the purchase of radios weighing less than three (3) pounds.

(c) Employees will not be held responsible for accidents caused by failure of radio equipment to properly function. Carrier will be responsible for maintenance of radios and employes will not be held responsible for failure or malfunction of radio equipment.

Section 3. Channels. Sufficient frequency channels will be utilized to provide safe communication.

ARTICLE VI - BULLETINS

Section 1. Bulletin rules of the existing Schedule Rules and Agreements are hereby modified to provide for the following:

(a) Blankable vacancies shall be designated by bulletin as "blankable" signifying that such vacancy or vacancies are open to bid or application only from protected employes.

(b-1) Where Schedule Rules provide that such vacancies must be bulletined and no bid is received for a blankable vacancy from an eligible protected employe during the bulletin period, the vacancy will not be rebulletined and may thereafter be filled only by an eligible protected employe having a displacement right. Such vacancy will be rebulletined on written request of the Local Chairman.

(b-2) Where Schedule Rules provide that vacancies in pool freight service are not advertised by bulletin and are filled by application, and no application is received for a blankable vacancy from an eligible protected employe, the vacancy will be filled by an eligible protected employe making application in accordance with Schedule Rules or by an eligible protected employe exercising seniority under provisions of existing Schedule Rules.

(c-1) Where Schedule Rules provide for the designation of "head" and/or "rear" brakeman by bulletin, such designation will not be applicable when it becomes necessary to bulletin a crew for a conductor and one brakeman only. In cases where a crew is bulletined for a conductor and one brakeman and later (account train length or workload) converts to a conductor and two brakemen, seniority will prevail as to "head" or "rear" brakeman positions.

(c-2) When a standard crew works as a reduced crew as provided in this Agreement, the "head" or "rear" brakeman designation will not apply. When a standard crew is used, seniority will prevail on the "head" or "rear" position.

ARTICLE VII - SPECIAL ALLOWANCE

On the effective date of this Agreement, road freight train and yard service crew members, both protected and non-protected employees, working on reduced crews, shall be paid an additional special allowance of \$4.00 (as adjusted currently to \$5.48) for each tour of duty worked, as compensation for the additional services and responsibilities assumed with the operation of a reduced crew, which allowance shall be subject to all future general wage and cost-of-living increases. (Intpns. Pg. 21-22) 21-22

NOTE: The adjusted special allowance of \$5.48 reflects the current amount of a \$4.00 special allowance after applying general wage and cost-of-living increases from January 1, 1978.

ARTICLE VIII - PRODUCTIVITY FUND

Section 1. (a) Company Contribution. For each yard tour of duty or road freight service trip that a crew is operated with a conductor or foreman and one brakeman or yard helper (including new business and non-revenue runs), the Company will pay into the Employees' Productivity Fund the sum of \$48.25. This payment will be made on a pay period cash basis for the sole and exclusive benefit of the eligible protected road freight train and yard service employees and is to be considered as an account or trust of and for the protected employees as sharing in Productivity Savings. (Intpns. Pg. 21-22)

(b) Productivity Accounts. Separate employee Productivity Accounts shall be maintained for each

defined district as determined by the respective General Committees of Adjustment and Director of Labor Relations. At the end of each year, each protected employee performing service in that particular district will share in the division of the Employees' Productivity Fund, according to the number of yard tours of duty or road freight trips worked in that district during that calendar year. For equity purposes, each paid vacation day taken by an employee will be considered as a yard tour of duty or road freight train trip to be credited in computing the employee's share of the Productivity Fund.

(c) Limitation. The productivity sharing provided for above is limited to the extent that the total amount of a protected employee's annual share of the Employee's Productivity Fund cannot exceed one-third (1/3) of said employee's total compensation for that calendar year. The \$48.25 payment into the Employees' Productivity Fund is not subject to wage and cost-of-living allowance increases.

When a protected employee has shares in more than one Productivity Account, the amounts due from each account will be combined and the total amount paid cannot exceed one-third (1/3) of the employee's total compensation for that calendar year.

When computing one-third (1/3) of a protected employee's total compensation in any calendar year, payments or credits received from the Productivity Fund during such calendar year will not be included in the computation.

(d) Guarantees. Payment made to protected employees out of the Productivity Fund shall not be used in the computation or offset of any monetary guarantees.

(e) Vacation Pay. Payments made to protected employees out of the Trust Fund shall not be included in the compensation used as a basis for determining vacation pay.

(f) Part-Time Employment. A part-time UTU officer or representative who is unable to work his assignment in road freight or yard service due to being engaged in official union business will receive credit for such days (of service) or tours of duty lost toward the number of days shared in the Fund. Verification for credits earned will be furnished by the United Transportation Union.

A Carrier officer or Union officer/representative who works a part of the year in the craft of conductor,

brakeman or yardman will receive credit for the number of trips or tours of duty toward the number of days shared in the Fund.

Section 2. Computation of Shares. The value of the employee's share in the division of the Productivity Fund, calculated according to the number of yard tours of duty or road freight trips worked at the end of each year, will be determined in accordance with the following example:

EXAMPLE:

Amount in Fund at the end of year ---	\$2,820,408.00
Number of protected employees -----	621
Total number of road freight service trips and yard tours of duty by protected employees only -----	66,208
$\$2,820,408 \div 66,208 = \42.60	

Each protected employee receives
\$42.60 x the number of his
trips or tours of duty, e.g.

221 trips x \$42.60 = \$9,414.60

One-Third Cap Limitation:

EXAMPLE:

A protected employee earns \$27,000 for service performed. The employee's payment from the fund for the year could not exceed \$9,000.00 (1/3 of \$27,000.00).

Section 3. Productivity Fund Phase-Out. The Company's regular pay period cash deposits to the Employees' Productivity Fund may be discontinued after the actual dollar amount deposited is equal to not less than the full amount required to pay all protected employees a full one-third (1/3) of their annual compensation for that calendar year. If the amount paid is not adequate to pay all monies due under this Agreement, the Company will make up the deficit.

Section 4. Trust Fund Agreement. The necessary arrangements for the establishment and administration of the Employees' Productivity Fund in compliance with ERISA and other legal requirements will be finalized within one hundred twenty days from the effective date of this Agreement.

ARTICLE IX - PERSONAL LEAVE

Section 1. (a) Road Freight Service Allotment.
On the effective date of this Agreement, all train service employees in road freight service not covered by

the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

<u>YEARS OF SERVICE</u>	<u>PERSONAL LEAVE DAYS</u>
Less than five (5) years	2 days
5 years and less than 10 years	4 days
10 years and less than 15 years	6 days
15 years and less than 20 years	8 days
20 years and more	10 days

Personal leave days may be taken one or more, at any time upon twelve hours' written notice to an appropriate Carrier officer or his designated representative. The employee will be paid one basic day at the rate of the last service performed for each personal leave day.

(b) Blanked Vacancy. When a member of a standard crew is on personal leave day, if the position is not a must-fill position, the assignment may be operated with a reduced crew. The remaining two crew members will be required to work and receive the special allowance.

A personal leave vacancy will be considered as blanked, unless it is a must-fill position. (Intpns. Pg. 22-24)

(c) Non-Covered Service. An employee who exercises seniority from passenger or yard service to road freight service and qualifies for personal leave, shall be entitled to one or more personal leave days after performing a tour of duty in road freight service.

(d) Holiday Offset. The number of personal leave days in any calendar year each road freight service employee is entitled to shall be reduced by the number of paid holidays received, or paid holidays deprived of through the employee's own volition during the calendar year.

(e) Productivity Fund Credit. On the effective date of this Agreement, payment of \$48.25 shall be credited to the Trust Fund when a member of a standard crew is on personal leave day.

Section 2. Utilization.

(a) Personal Leave Purpose. The personal leave day allotment is for the purpose of providing an opportunity for road service employees to be absent from work to meet personal needs without having to use their vacation time. It is not intended that personal leave days be used for gaining extended absence in lieu of vacation.

(b) Granting Personal Leave. The number of men permitted to be off on personal leave will recognize the requirements of the service and their seniority, assuring that must-fill positions will be filled either from available extra employees or from the source of employees on blankable positions. If the personal leave vacancy involves a must-fill position, such vacancy will be filled as provided in this Agreement. (Intpns. Pg. 22-24)

(c-1) Carry-Over. An employe making written request shall be granted the personal leave day(s) requested. If the requirements of the service do not permit the employe to take the requested personal leave days and appropriate Carrier representative refuses in writing to grant the request, the number of personal leave days so requested and not granted may be carried over, but must be requested in writing and granted prior to July 1 of the following year.

(c-2) Due to six months having passed in the inaugural year (1980), the employe may request the total number of personal leave days to which entitled. However, if the request is denied, he may carry over to the following year (1981) only fifty percent (50%) of the number requested.

(d) Trial Period. At the conclusion of twelve (12) months from the effective date of this Agreement, the Directors of Labor Relations and the General Chairmen will meet to evaluate the results of the personal leave day application issue to make whatever adjustments may be necessary relative to personal leave day requests and scheduling.

ARTICLE X - GENERAL

Section 1. Separation Allowance. To expedite attrition, the Company shall have the right to offer separation allowances to protected employes in active service, or protected employes in service may request a separation allowance. The Company shall determine the number of separation allowances to be granted.

Section 2. Crew Dispatcher's Daily Work Sheet And Computerized Statements. Yard Local Chairmen will be furnished copy of the Crew Dispatcher's daily work sheet for the territory under their jurisdiction. Road Local Chairmen will be furnished copy of the Crew Dispatcher's daily work sheet for road crews for the territory under their jurisdiction. General Chairmen will be furnished copy of the Carrier's monthly computerized statements showing Productivity Fund trip credits.

Section 3. Regulating Level of Employment. The criteria used to maintain level of employment by the local representatives

of the employes and the Carrier in regulating pool freight turns and road and/or yard extra boards, such as, but not limited to, mileage regulations, shall not be changed as a result of the implementation of this Agreement, except as otherwise agreed.

Section 4. Non-Craft Infringement. No Carrier supervisor, official or non-craft employes (including yardmasters) shall be used to supplant or substitute in the exclusive work of any train or yard crew working under UTU (C), (T) & (S) Agreements.

PART TWO

INTERPRETATIVE QUESTIONS AND ANSWERS

ARTICLE I - CREW CONSIST

Section 3.

- Q. Does the minimum crew consist in any way affect single assignments, such as switchtenders, skatemen, herders, pilots, retarder operators, etc.?
- A. The minimum crew consist does not pertain to single assignments.

ARTICLE II -

Section 2. (New Business)

- Q 1. A freight/yard assignment regularly services an industry or industries. A new industry is later established which generates new business requiring freight/yard service. May this freight/yard assignment be operated with a reduced crew under the new business concept?
- A. No, extension of an existing freight/yard assignment to include the servicing of the new industry would not constitute new business.
- Q 2. When could new business and new service qualify for using a reduced crew?
- A. When the new business results in having to provide new service to exclusively accommodate the new business.
- Q 3. May a new road switcher assignment be considered as new business or service?
- A. Consistent with Questions 1 and 2 herein, a new road switcher assignment may be operated with a reduced crew when providing new service to exclusively accommodate the new business.

Q 4. With regard to Question 1 herein involving a freight/yard assignment that regularly services an industry or industries). May a specific and identified freight/yard assignment, such as a traveling switcher, a local freight train, a mine run, or an industrial road/yard engine be operated with a reduced crew under the New Business concept?

A. Consistent with Questions and Answers 1 and 2 herein, such specific and identified freight/yard assignments may be operated with a reduced crew when providing new service to exclusively accommodate the new business.

Q 5. (Example): Prior to February 1 there were twelve pool freight crews in service on a designated pool freight district. After February 1, two turns are added to handle increase in business. Would this be considered new business or new service operation?

A. No.

Section 3. (Non-Revenue)

Q 1. May the Carrier call a reduced crew to perform relief service when the train to be relieved has a required standard crew?

A. Yes, provided no other work is performed, such as switching, set-out and/or pick up, etc.

Q 2. In reference to Question 1, would this restriction apply if the train relieved did not require a standard crew?

A. No.

Q 3. When relief service is protected by first-out through freight crews instead of the extra board, would all members of a one and two crew be used for relief service?

A. Yes, the Crew Consist of the through freight crew in this instance would not be broken.

Q 4. If a train handled by a reduced crew ties up under the Law, would the relieving crew be subject to the same conditions?

A. Yes.

ARTICLE III - DEFINITIONS.

Section 1 (c). (Blankable Positions)

- Q 1 Do protected employees have the right to fill blankable brakemen/yardmen positions?
- A Yes, as provided in this Agreement.
- Q 2 Is it necessary to bulletin a blankable brakeman/yardman position?
- A Yes, if required by Schedule Rules.
- Q 3 Must blankable brakemen/yardmen positions under bulletin be filled from the protecting extra boards by protected employees?
- A Yes, subject to the availability of protected yardmen/brakemen.
- Q 4 May protected employees exercise seniority to blankable positions under bulletin in accordance with Schedule Rules or Agreement?
- A Yes.
- Q 5 Do non-protected brakemen/yardmen have the right to blankable positions?
- A No.

Section 2(b). (Displacement Rights).

- Q 1. How shall a protected employee acquire the right to exercise seniority to a blankable (blanked) position?
- A By seniority right to obtain such position under governing existing Schedule Rules and as further provided in this Agreement.
- Q 2 Does a protected employee retain the right to take a blanked or blankable position even though it was passed up previously?
- A Yes, provided he is entitled to an exercise of seniority under the applicable schedule rules.

ARTICLE IV - EXTRA BOARDS BRAKEMEN/YARDMEN

Section 1 (a) and (b) (Yard/Road)

Q 1. If a protected extra board brakeman/yardman is held for a must-fill vacancy, when must the employe be notified of the must-fill vacancy?

*A The brakeman/yardman will be notified as soon as possible but not later than the calling time of the assignment from which withheld.

Q 2 Should a protected brakeman/yardman be held for a known must-fill vacancy; and after notified, an earlier must-fill vacancy becomes known, may the Carrier use the held brakeman/yardman for the earlier vacancy?

*A. Yes, if available, but the employe shall not be censured or penalized if unable to locate.

Q 3 May a first-out protected employe standing for a blankable vacancy be held for a known must-fill vacancy when there is a non-protected employe available on the extra board to fill such vacancy?

*A. No.

Q 4 When may a protected brakeman/yardman be held for a known must-fill vacancy?

*A Only when the extra board would otherwise be exhausted.

Q 5 Does a must-fill vacancy include a vacancy on a conductor/foreman's assignment?

*A No, only vacancies on brakeman/helper positions.

Q 6 May a protected yardman be held for a known must-fill vacancy outside the starting time shift for which he stood?

A No, unless there is no other extra yardman available, or becomes available to fill such vacancy.

Q 7 If other extra men subsequently become available on the extra board to protect such must-fill vacancy or vacancies, will the held protected yardman be released?

A Yes, and will retain first-out position on the extra board and allowed a basic day's pay for being held and not used.

Q 8 When would a known must-fill vacancy not materialize?

A Regular man returns or filled through exercise of seniority.

Q 9 There is a must-fill vacancy and a blankable vacancy on a 3:30 PM assignment and also a must-fill vacancy on a 4:00 PM assignment. How would these vacancies be filled from the extra board that is lined up with a protected yardman first out, a non-protected yardman second out, and a protected yardman third out.

A The first-out protected yardman would be called for the must-fill 3:30 PM vacancy and the third-out protected yardman would be called for the 3:30 PM blankable vacancy and the second-out non-protected yardman would be called for the 4:00 PM must-fill vacancy account the non-protected yardman would have no right to a blankable vacancy.

Q 10 Under the foregoing example, if the extra board was lined up with the first two as protected yardmen and the third a non-protected yardman, how would such vacancies be filled?

A The 3:30 PM must-fill vacancy and the 3:30 PM blankable vacancy would be filled by the first and second-out protected yardmen and the 4:00 PM must-fill vacancy by the third-out non-protected yardman.

Q 11 There are only two protected extra yardmen on the extra board when a blankable vacancy arises and, also, there is a subsequent known must-fill vacancy. Which protected yardman would be held for the later must-fill vacancy?

A The first-out protected yardman would be used on the blankable position and the second-out protected yardman would be held for the subsequent must-fill vacancy. However, if there are two subsequent must-fill vacancies, both protected extra yardmen would be held account extra board then exhausted.

Q 12 In reference to second yardmen positions, how will extra engines be treated?

A The terms of this Crew Consist Agreement apply to both regular and extra yard assignments.

*Q 13 If there are two must-fill and two blankable vacancies with the same on-duty time and the employees on the extra board are first-out, protected; second, non-protected; third, protected; fourth, non-protected, how would these vacancies be filled from the extra board?

A The must-fill vacancies will be filled first, so that the first-out protected employee would have an election; the second non-protected employee would fill the second must-fill vacancy; the third protected employee would have an election on one of the two blankable vacancies; and the fourth non-protected employee would not be used to fill the remaining blankable vacancy.

*Q 14 In reference to Q 13, the extra board is lined up with non-protected employees first and second out, and protected employees third and fourth out. How would these vacancies then be filled from the extra board?

A The first- and second-out non-protected employees would fill the two must-fill vacancies and the third- and fourth-out protected employees would fill the blankable vacancies, the first employee having an election in both cases.

(* Applicable to both subsections (a) and (b) of Section 1, Article IV).

ARTICLE IV. Section 1(b).

EXAMPLE:

A protected brakeman stands to be called for blankable vacancy "A" from the first-out position on the extra board at 6:00 AM. The employee is withheld from vacancy "A" for must-fill vacancy "C" for approximately 11:30 AM. The employee is then used in emergency when unforeseen must-fill vacancy "B" appears at 7:30 AM, account no other extra brakeman available. Under the provisions of Section 1(b), Article IV, the employee would be paid the earnings of vacancy "B" on which worked in emergency and also paid the earnings of vacancy "A" for which the employee stood at 6:00 AM.

Q 1 When a protected brakeman is held for a known must-fill vacancy and other extra employees subsequently become available on the extra board, who can protect such vacancy or vacancies, will the held brakeman be released and returned to the extra board?

A No, the held brakeman will be handled on the basis that the vacancy for which held did not materialize.

Q 2 How long may a protected brakeman on the road extra board be held for a must-fill vacancy?

A A protected extra brakeman may be held from the time a known vacancy exists until such vacancy is fulfilled or the brakeman is released therefrom. A protected extra brakeman will not be held for a must-fill vacancy unless, at the normal calling time of the position from which withheld, the extra board is exhausted. In any event, a protected extra brakeman held for a must-fill vacancy shall not lose any earnings that such brakeman would have otherwise accrued had such brakeman not been held.

Q 3 There is a must-fill vacancy in road service and a must-fill vacancy in yard service with the same on-duty time. On which vacancy would the first-out employee on a combination road/yard extra board be used?

A The first-out employee would have an election.

Q 4 There is a must-fill vacancy in road service and a blankable vacancy in yard service, or vice versa, with the same on-duty time and the first-out employee on the combination extra board is protected. On which vacancy will the protected employee be used?

A On the must-fill vacancy.

Q 5 There is a blankable vacancy in yard service and a blankable vacancy in road service with the same on-duty time and the first-out employee on the combination extra board is protected. On which vacancy will the protected employee be used?

A The first-out protected employee will have an election.

ARTICLE IV. Section 2(b).

Q If the most junior employee cannot be contacted, will such employee be penalized or disciplined?

A No, such employee would not be available in the circumstances.

ARTICLE IV. Section 2(c).

Q 1 Is it the intent to reduce a standard crew at the away-from-home terminal when such crew is called for a train only requiring a reduced crew, by deadheading the second brakeman home?

A No, the second brakeman will remain with the crew, except under conditions stated herein.

Q 2 A brakeman is not available to step up from a following turn at the away-from-home terminal. May a brakeman on a preceding turn be held for a must-fill vacancy on a following turn?

A A brakeman will not be held to fill a following must-fill vacancy if the vacancy can otherwise be filled under existing Schedule Rules. However, if held under conditions where no other brakeman is available, such brakeman may not be held longer than the first pool crew immediately following.

A regular brakeman who is held to fill a must-fill vacancy on an immediately following turn will be restored to his regular crew at the home terminal. The employee will be paid not less than the earnings of his crew from the time removed until restored thereto. (Held time accruing to such brakeman will not be used as an offset.)

An extra brakeman at the away-from-home terminal is filling a vacancy of a regular brakeman and is held for a must-fill vacancy on a turn immediately following. The extra brakeman's pay will commence at the on-duty time of the crew from which withheld and will continue until initial terminal time starts for the crew for which held. Such payment will be made at the pro rata basic rate. The payment will be separate and apart from earnings of the crew on which worked.

Q 3 Under what conditions would a reduced crew out of the away-from-home terminal be returned to the home terminal as a standard crew?

A As provided in Article II.

ARTICLE V - RADIOS. Section 2(b).

Q 1 Will the engine radio and/or the caboose radio be classed as the portable radio for the brakeman/yardman and the conductor/foreman on a reduced crew?

A No.

Q 2 Is it fully understood that no reduced road/yard crew will be operated on any seniority district unless all

members of the crew have operable portable radios?

A Yes.

Q 3 If the portable radio fails enroute, will the crew continue to its terminal?

A Yes.

ARTICLE VII - SPECIAL ALLOWANCE

and

ARTICLE VIII - PRODUCTIVITY FUND.

Q 1 Where a reduced crew performs combination deadhead-service, or service-deadhead, would such crew qualify for the special allowance and deposit made to the Productivity Fund?

A Combination deadhead-service, or service-deadhead, will be treated the same as service trips in applying the special allowance and deposit to the Productivity Fund.

Q 2 Do the special allowance and the Employees' Productivity Fund payment apply to held time, runarounds, deadheads, call and release (no work performed), guarantees, holiday pay when service not performed on holiday, personal leave pay, vacation pay, penalty days paid due to violation of agreement rules, and the like?

A No. These payments cover road service trips and yard tours of duty actually worked where the additional responsibility in working with a reduced crew is involved.

Q 3 Does a reduced crew that is called on duty, performs service (work), and is subsequently released, qualify for the special allowance?

A Yes, because service (work) was actually performed as a reduced crew and will be credited as a tour of duty for the purpose of the Productivity Fund.

Q 4 In reference to the preceding question, the crew performs no service but qualifies for the payment prescribed in the Schedule Rules.

A The crew would not qualify for the special allowance because no service (work) was performed.

- Q 5 Will a compensable relief deadhead trip made by an employee (single individual) be taken into account as a credit share in the Productivity Fund?
- A No, only when such trip is made with a crew in lieu of a service (work) trip.
- Q 6 Are the number of days not worked while protecting the extra board credited to the employee for the purpose of sharing in the Fund?
- A No, only actual service in freight or yard will be credited.
- Q 7 Will employees working single assignments share in the Productivity Fund?
- A Yes, but they do not receive the special allowance.
- Q 8 Under Article III, Sections 1(a) and (b) of the June 25, 1964 National Agreement, Manning Self-Propelled Machines, do the reduced crew conditions apply?
- A No. See Answer to Question 7.

ARTICLE IX - PERSONAL LEAVE.

- Q 1 In the year 1980 an employee with a seniority date of November 28, 1965 will have fifteen years' seniority. Will the employee be eligible for eight days' personal leave in 1980?
- A Yes.
- Q 2 In reference to the above, if the employee took one or more personal leave days prior to November 28, 1980 (anniversary date), then would the employee be eligible for only six days in 1980?
- A No, except that two additional days could not be taken until after November 28, 1980.
- Q 3 An employee has twenty-three years of service which includes five years in a craft other than trainmen. Does this make the employee eligible for ten personal leave days?
- A No, the years of service must be in the craft of conductor/brakeman/yardman.

- Q 4 A trainman holding a regular position in through freight service requests four personal leave days. The employee's regular turn is called for 11:00 PM on the 1st. When do the personal leave days start?
- A 12:01 AM, the 1st.
- Q 5 In reference to the above, the employee's regular assignment is again called on duty at 8:00 PM on the 4th. Does this mean the employee cannot return to work on regular assignment because personal leave days are not up until 12:01 AM on the 5th?
- A Yes.
- Q 6 May an employee request four personal leave days and after two days are taken, request to go back to work and be charged with only two personal leave days?
- A No, once personal leave days are granted, they cannot be cancelled by either the employee or the Carrier.
- Q 7 Would an employee in yard service or road service covered by Holiday Pay Rules be entitled to personal leave days?
- A No, as long as such employee remains in yard service or on a road assignment qualifying for holiday pay.
- Q 8 Is an employee who starts personal leave "off until reports?"
- A No, such employee is due back on the day following last day of the personal leave absence, unless arrangements are made for further absence.
- Q 9 Does the car increment rate apply when an employee is being paid a basic day for personal leave if the last service was through freight at the 126-car rate?
- A No, payment will be made at the basic rate of the last service performed for each personal leave day or days.
- Q 10 Is a personal leave day to be counted as a qualifying day for vacation purposes?
- A Yes.
- Q 11 Is personal leave subject to advance approval by appropriate Carrier officer or his designated representative?
- A Yes.

Q 12 If a twenty-year employe received holiday pay (or could have but did not qualify due to unavailability on qualifying day or days) on New Year's Day, Washington's Birthday, and Good Friday, and the remainder of the year works in freight service on which holiday pay does not apply, how many personal leave days would be due?

A The employe would be eligible for seven personal leave days but would not be eligible for holiday pay the remainder of the year if the employe took the seven days as personal leave. In no case may such individual take more than a total of ten days in any combination of holiday pay and personal leave.

Q 13 Are the personal leave day or days intended to commence on a day when the employe would otherwise stand to work?

A Yes.

Q 14 A personal leave vacancy is a "blanked" vacancy. Does this mean such vacancy is not to be filled?

A The vacancy need not be filled unless it is a "must-fill" vacancy.

PART THREE

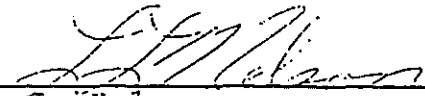
Section 1. The provisions of this Agreement shall not apply in Full Crew Law States where crew consist is contrary to the reduced crew provisions of this Agreement.

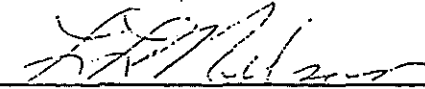
Section 2. The parties hereto recognize the complexities involved in this Agreement and, in keeping with its intent and purpose and rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of agreeing on interpretations. It is further agreed that at least for the first year the Agreement is in effect, disputes arising from its application will be handled expeditiously in conference by the General Chairmen and Directors of Labor Relations. Unless otherwise agreed to, such conferences will be held within thirty days at the request of either party.

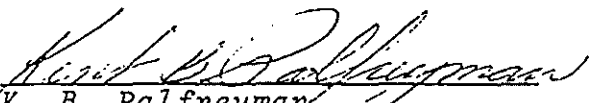
Section 3. The terms "brakeman," "yardman," and "foreman" as used in this Agreement serve the purpose of identifying a craft or class and are not intended to denote gender.


Section 4. This Agreement, initialed at Salt Lake City, Utah, May 10, 1980, shall become effective within thirty (30) days of the date the Carrier is notified by the Organization that the Agreement has been ratified; and will continue in effect until revised or amended by Agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or understandings which are in conflict herewith.

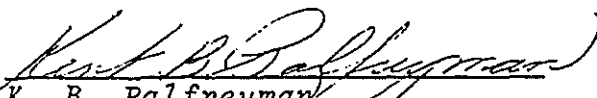
For the
UNITED TRANSPORTATION UNION:

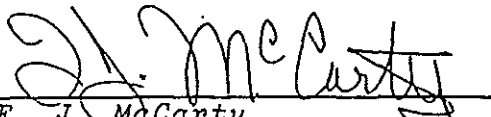

L. L. Nelson
General Chairman, UTU C&T
(Northwestern District)
(SIRR & Oregon Division)


J. W. Palmer
General Chairman, UTU S
Spokane International Railroad

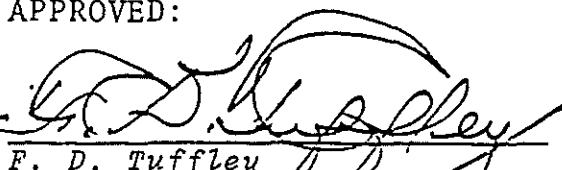

K. B. Palfreyman
General Chairman, UTU C&T
(South-Central District)
(Salt Lake - Los Angeles)


F. J. McCarty
General Chairman, UTU T
(Salt Lake-Butte-
Granger-Huntington)

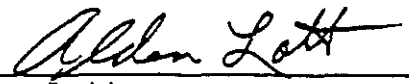

K. B. Palfreyman
General Chairman, UTU C
(Salt Lake-Butte-
Granger-Huntington)

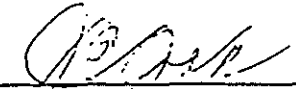

F. J. McCarty
General Chairman, UTU T
(The OUR&D Company)

APPROVED:

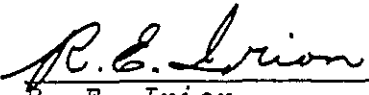

F. D. Tuffley
Vice President
United Transportation Union

For the
UNION PACIFIC RAILROAD COMPANY:


A. Lott
Director of Labor Relations
(South-Central & Northwestern Dists.)
(California, Utah & Idaho Divisions)

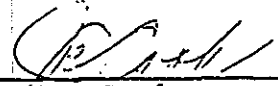

J. E. Cook
Director of Labor Relations
(Northwestern District)
(Oregon Division)

OGDEN UNION RAILWAY & DEPOT COMPANY:


R. E. Irion
Vice President


A. Lott
Director of Labor Relations

SPOKANE INTERNATIONAL RAILROAD COMPANY


J. E. Cook
Director of Labor Relations

MEMORANDUM AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY
Ogden Union Railway & Depot Company
Spokane International Railroad
St. Joseph Terminal Railroad

And The

UNITED TRANSPORTATION UNION (C), (T) & (S)

(Covering)

SUPPLEMENTAL QUESTIONS AND ANSWERS REGARDING THE INTERPRETATION AND APPLICATION OF THE CREW CONSIST AGREEMENT SIGNED AT SALT LAKE CITY, UTAH, MAY 10, 1980 AS AGREED TO BETWEEN REPRESENTATIVES OF THE UNITED TRANSPORTATION UNION AND THE COMPANIES.

ARTICLE I, SECTION 6(a):

Q 1. If helper is used as foreman, performing service as such, and later the foreman shows up and is permitted to fill out the crew, what rate of pay will the helper receive for the shift?

A. If the helper performs service as foreman, he will be entitled to the foreman's rate for the shift.

Q 2. If the foreman reports more than one hour late, will he be permitted to join the crew?

A. No, the crew will complete the shift as a reduced crew.

Q 3. Would this give Carrier the right to work reduced crews by failing to call required crew member(s)?

A. No.

SECTION 6(b):

Q. If foreman is relieved during tour of duty, would the resulting helper vacancy be filled by a protected helper from the extra board?

A. No, if vacancy is blankable.

SECTION 7:

Q. Does discipline include a loss of time?

A. Yes.

ARTICLE II, SECTION 1:

Q 1. Will conductor be furnished list showing number of cars in train and footage?

A. Yes.

Q 2. Does Section 7 of Article I apply to Article II?

A. Yes.

SECTION 2. NOTE:

Q 1. At the home terminal, if the brakemen's extra board is exhausted, who will be the proper claimant?

A. The employe who stood for the vacancy in call order under existing Schedule Rule.

Q 2. Who would be the proper claimant if trip commenced out of the away-from-home terminal?

A. Article IV, Section 2(c) would apply for the senior brakeman who would have stood for the vacancy.

SECTION 3.

Q 1. Would additional business generated as a result of merging with another Carrier be considered new business?

A. No.

Q 2. May a reduced crew assigned to handle new business exclusively shove cars of old business to the clear to get to and handle cars of new business?

A. Yes.

Q 3. May a reduced crew, referred to above, switch out cars of old business to other tracks in order to get to and handle cars of new business?

A. No.

SECTION 4.

- Q. Will non-revenue work trains be permitted to handle revenue cars?
- A. No.

ARTICLE IV:

Section 2(a):

- Q. When a protected yard helper is withheld from blankable position for use on a must-fill position, how will he be paid?
- A. He will be paid not less than the earnings of the assignment from which withheld.


SECTION 2(c):

- Q 1. In reference to interpretations, page 21, will the senior brakeman member of the crew be stepped up and the junior member of the crew be held back?
- A. Yes.
- Q 2. When one member of the crew is an extra man, will the regular man be treated as senior?
- A. Yes, the regular man would be entitled to be stepped up and the extra man held back.
- Q 3. If both are extra employes, how will they be treated?
- A. Seniority will govern.

Dated at Salt Lake City, Utah, this 27th day of June, 1980.

FOR THE:


UNITED TRANSPORTATION UNION



General Chairman, UTU (C) & (T)
(Northwestern District)
(SIRR & Oregon Division)

FOR THE:

UNION PACIFIC RAILROAD COMPANY



Director of Labor Relations
(South-Central and Northwestern Districts)
(California, Utah & Idaho Divisions)

Side Letter Agreement

Article II, Section 1(b) Crew Consist Agreement

Car Limit Exception. Trains of seventy-two to one hundred twenty-one cars and not exceeding 6,840 feet in length, including caboose(s), such as unit trains (empties in connection with unit trains), piggyback, grain, coal, ore, gravel, mail trains, and through freight (combination commodity) trains operated from terminal to terminal intact without picking up, or setting out (except bad order cars from their own train), or doing switching enroute, may be operated with one conductor and one brakeman. However, a reduced crew of one conductor and one brakeman will not be used on such trains when protected employees are available at the location of the protecting extra boards or when a protected employee has exercised seniority to the blankable (blanked) second brakeman position on the crew handling such trains.

NOTE: Any such trains required to pick up, set out (except bad order cars from their own train), or perform switching enroute will entitle the second brakeman who stood for the work payment of all time lost had such brakeman worked the second brakeman position in addition to all other earnings. Also, the conductor and brakeman on such train would be paid the special allowance and the Productivity Fund would be credited.


Interpretation

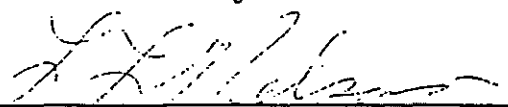
(Car Limit-Exception)

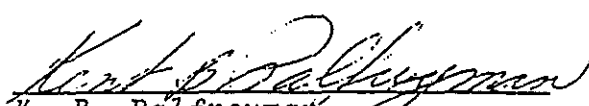
- Q. Does this restriction also apply within the initial or final terminal?
- A. No, this will not affect the rights granted the Carrier under Article IX of the January 27, 1972 National Agreement, as amended.

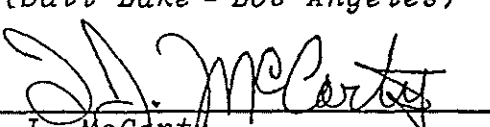
Effective this 15th day of November, 1980

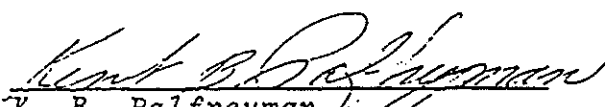
For the
UNITED TRANSPORTATION UNION:

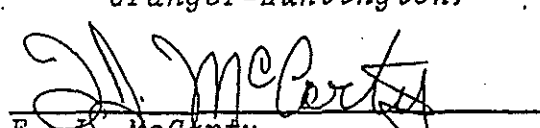

L. L. Nelson
General Chairman, UTU C&T
(Northwestern District)
(SIRR & Oregon Division)


J. W. Palmer
General Chairman, UTU S
Spokane International Railroad



K. B. Palfreyman
General Chairman, UTU C&T
(South-Central District)
(Salt Lake - Los Angeles)

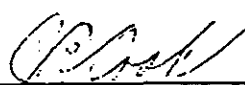

F. J. McCarty
General Chairman, UTU T
(Salt Lake-Butte-
Granger-Huntington)


K. B. Palfreyman
General Chairman, UTU C
(Salt Lake-Butte-
Granger-Huntington)



F. J. McCarty
General Chairman, UTU B
(The OUR&D Company)

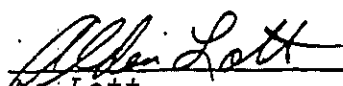
For the
UNION PACIFIC RAILROAD COMPANY:


A. Lott
Director of Labor Relations
(South-Central & Northwestern Dists.)
(California, Utah & Idaho Divisions)

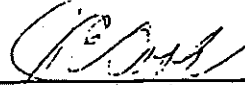

J. E. Cook
Director of Labor Relations
(Northwestern District)
(Oregon Division)

OGDEN UNION RAILWAY & DEPOT COMPANY:


R. E. Irion
Vice President


A. Lott
Director of Labor Relations

SPOKANE INTERNATIONAL RAILROAD COMPANY:


J. E. Cook
Director of Labor Relations

SUPPLEMENTAL AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY
Ogden Union Railway & Depot Company
Spokane International Railroad

and the

UNITED TRANSPORTATION UNION (C), (T) & (S)

(CREW CONSIST)

IT IS HEREBY AGREED:

The signatory parties hereto agree that Section 4, PART THREE, of the Crew Consist Agreement signed at Boise, Idaho, September 9, 1980 (to become effective September 15, 1980), is hereby amended and changed to read as follows; and shall henceforth constitute a substituted provision of that Agreement:

"Section 4. The parties to this Agreement shall not serve nor progress, prior to the attrition of all protected employees, any notice or proposal for changing the provisions of this Agreement governing (1) pure attrition, (2) protected employees, (3) car limits and train lengths, (4) special allowance payments to reduced crew members, and (5) employee productivity fund deposits.

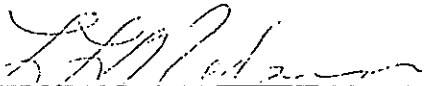
"This Section will not bar the parties from making changes in the above provisions by mutual agreement.

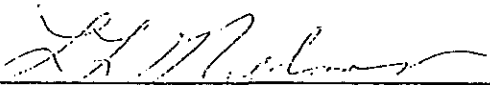
"Section 5. This Agreement shall be construed as a separate Agreement by and on behalf of each of the listed Carriers and their employees represented by the Organization signatory hereto. It shall be effective September 15, 1980 and, except for the exclusions set forth above, will continue in effect until revised or amended by Agreement of the parties, or in accordance with the Railway Labor Act, as amended, and will supersede all other agreements, rules and/or practices which are in conflict herewith."

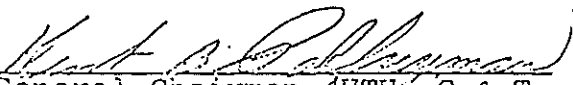
Signed at Las Vegas, Nevada, this 9th day of October, 1980.

For the:


UNITED TRANSPORTATION UNION

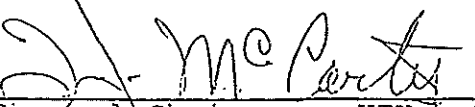

General Chairman, UTU- C & T
(Northwestern District)
(SIRR & Oregon Division)


General Chairman, UTU - S
Spokane International Railroad


General Chairman, UTU- C & T
(South-Central District)
(Salt Lake - Los Angeles)


General Chairman, UTU - T
(Salt Lake-Butte-Granger-Huntington)


General Chairman, UTU - C
(Salt Lake-Butte-Granger-Huntington)

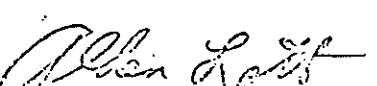

General Chairman, UTU - T
(The OUR&D Company)

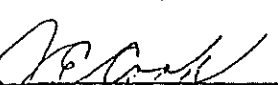
APPROVED:


Vice President
United Transportation Union

For the:

UNION PACIFIC RAILROAD COMPANY

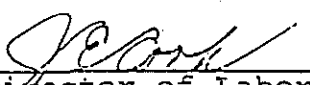

Director of Labor Relations
(South-Central and Northwestern Districts)
(California, Utah and Idaho Divisions)


Director of Labor Relations
(Northwestern District)
(Oregon Division)

THE OGDEN UNION RAILWAY & DEPOT COMPANY


Vice President

SPOKANE INTERNATIONAL RAILROAD COMPANY


Director of Labor Relations

MORATORIUM CREW CONSIST-1980

MEMORANDUM AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
Ogden Union Railway & Depot Company
Spokane International Railroad
and the
UNITED TRANSPORTATION UNION (C), (T) & (S)
Covering

SUPPLEMENTAL QUESTIONS AND ANSWERS REGARDING THE INTERPRETATION
AND APPLICATION OF THE CREW CONSIST AGREEMENT SIGNED AT SALT
LAKE CITY, UTAH, MAY 10, 1980 AS AGREED TO BETWEEN REPRESENTA-
TIVES OF THE UNITED TRANSPORTATION UNION AND THE COMPANIES.

ARTICLE I, Section 4

- Q A train not requiring hand operated retainers leaves the terminal with a reduced (1 and 1) crew. After departure from the terminal, strictly mechanical malfunctions occur enroute which necessitate the use of manual retainers. Would the extra brakeman standing for the call at the terminal be entitled to penalty payment for not being called for the assignment?
- A No, because at the time of call at the terminal the mechanical malfunctions were unknown and developed enroute.

ARTICLE I, Section 6 (a)

- Q 1 Would this give the Carrier the right to work reduced crews by failing to call required crew member(s)?
- A No. See Section 7 of Article I.
- Q 2 When employes are furloughed, does this provision apply?
- A No.

ARTICLE I, Section 6 (b)

- Q When employes are furloughed, does this provision apply?
- A No, pre-existing schedule rules will apply.

ARTICLE II, Section 1

- Q 1 If a reduced crew leaves their initial terminal with a 71-car train or less but not exceeding 4015 feet and at a point en-route picks up additional cars which would result in exceeding the agreed-to train length limits for a reduced crew, does the penalty in the Side Letter Agreement involving train limit exceptions apply?
- A No. The provisions of Article I, Section 7, and interpretations of Article II are strictly applicable.
- Q 2 Was it intended to include locomotives in determining the length of train or car count?
- A No, unless the units are entrained and are not a part of the engine consist. Helpers and/or remote control units would be excluded.

ARTICLE III, Section 2 (b)

- Q If a protected employee displaces on a reduced crew, with a non-protected employee occupying the brakeman/yardman position, must the protected employee displace the non-protected employee from the must-fill position or may he place himself on the blanked vacancy?
- A The protected employee would displace the non-protected employee.

ARTICLE III, Section 2 (c)

- Q 1 No bids or applications are received for second brakeman/yardman position (blankable) and protected men are furloughed. Will the vacancy be filled in accordance with existing schedule rules?
- A Yes.
- Q 2 When protected men are on furlough, must personal leave vacancies be filled?
- A No, unless it is a must-fill vacancy.

ARTICLE IV, Section 1

- Q If the brakemen or yardmen's protecting extra board is exhausted of protected employes at a time when a vacancy occurs on a blankable position, is it necessary to exhaust other provisions of the schedule before blanking said positions?
- A No, if the protecting extra board is exhausted of protected brakemen or yardmen, the position may be blanked for that trip or tour of duty.

ARTICLE IV, Section 2 (c)

- Q If a brakeman of a one-and-one crew at the away-from-home terminal fails to show or lays off account sickness or other compelling reason, may a brakeman from a following turn be stepped up under the provisions of Section 2(c), Article IV and interpretations thereunder?
- A Yes.

ARTICLE VI, Section 1 (b-1)

- Q 1 When the local chairman requests that a blanked position be rebulletined, will the blanked vacancy be filled from the extra board (during the bulletined period)?
- A No, the blanked vacancy will be treated as blanked until such time it is assigned to a protected employee.
- Q 2 May the local chairman request a blanked position be rebulletined without a request from an interested employe desiring the vacancy?
- A Yes, provided the local chairman must identify which particular blanked vacancies he desires bulletined in both road and yard service.

ARTICLE VIII, Section 1 (b)

- Q How many shares will be credited for each week of vacation taken by a protected employee in road freight or yard service?
- A Five in yard service, six in road, in accordance with provisions of National Vacation Agreement.

ARTICLE IX - PERSONAL LEAVE

- Q 1 How will a train service employee (regular, extra, or combination extra) in road freight service, not covered by the National Paid Holiday Rules qualify for entitlement of personal leave days upon entering such service from any other class of service?
- A All train service employees in road freight service not covered by the National Paid Holiday Rules will qualify for their entitlement of personal leave days as follows:
- a) A road service employee (assigned or pool freight) must make one trip or perform one tour of duty to establish qualification for his personal leave days.
 - b) A road extra board or combination extra board employee must make one trip or perform one tour of duty in any class of service protected by his respective board to establish qualification for his personal leave days. Any trip or tour of duty taken from such extra boards shall be used as a basis of qualification for that employee's personal leave days regardless of whether or not such service is covered by the National Paid Holiday Rules.
- Q 2 On what basis will the employee, as referred to above, request personal leave days?
- A An employee working in pool freight, road extra board or combination extra board service will be granted personal leave days on the basis of the on-duty time of the trip for which he stood, whether work or deadhead, provided request is made a minimum of two (2) hours in advance of the calling time* of the trip.
- (* Calling time, not on-duty time.)

Q 3 What span of time will be applicable to the personal leave granted pool freight/road extra board or combination extra board employees only account irregular service and no (assigned) specified on-duty time?

A For each personal leave day granted such employee, his absence will consist of a twenty-four (24) hour period commencing with the on-duty time of the trip he stood for, whether work or deadhead.

Q 4 How will the initial vacancy or subsequent vacancies created by the extra board/combination extra board employee's personal leave be treated?

A The initial vacancy or subsequent vacancy for which such employee stood may be blanked for the personal leave vacancy if same meets the necessary criteria and the employee will be "ghosted" to such vacancies as though he were working that assignment. The employee's position on the extra board/combination extra board will be retained in the same rotating position in relation to other extra employees on the board as he would otherwise have held through such "ghosting." An extra man called for a vacancy at an outside point may be granted personal leave day regardless of whether or not that job is covered by the National Holiday Pay Rules. Such vacancies created at outside points due to extra men taking personal leave may be blanked for such personal leave days taken if such vacancies meet the necessary criteria.

Q 5 When will the employee be eligible for subsequent service following his personal leave?

A A road service employee (assigned or pool freight) will be marked up at the expiration of his personal leave and will be eligible to work the next trip or tour of duty his turn makes out of his home terminal. An extra man, as referred to herein, will be marked up at the expiration of his personal leave as determined by his "ghosting" position.

Q 6 On what basis will the employee taking personal leave be compensated?

A The employee taking personal leave will be paid one basic day's pay at the rate of the last service performed for each personal leave day taken.

Q 7 A yardmaster forfeits his yardmaster's seniority and exercises his brakeman/yardman seniority into train service, what would be his entitlement to personal leave days?

A Depending upon the yardmaster's retained UTU trainman's seniority, the maximum number of personal leave days for which entitled could not exceed the number of holidays remaining under the UTU Agreement in that calendar year at the time of displacement. (The combination of holiday pay and personal leave days could not exceed ten (10) days.)

Q 8 In reference to the above, would the same conditions apply to an officer of the Company who relinquishes his officer position and exercises his retained UTU trainman's seniority, or an employee holding retained UTU trainman's seniority returning from extended leave of absence and exercises seniority into train service?

A Yes.

Q 9 May an extra board employee designate personal leave day or days desired and the first day on which he otherwise would have worked or deadheaded be the first day charged for commencement of his personal leave?

A Yes.

Q 10 In reference to extra board employees taking personal leave from filling an outside vacancy, where the deadhead trip is taken as a personal leave day, how will compensable deadhead payments apply?

A-1 If the employee is required by schedule rules to report to the outside point upon return from personal leave, the employee will not be entitled to deadhead pay. ?

A-2 If the vacancy is a must-fill, the employee filling the vacancy at the outside point would receive deadhead pay if provided for by existing schedule rules.

A-3 On return deadhead trips per paragraph A-1, payment would be determined by the provisions of existing schedule rules.

A-4 On return trips under A-2, the schedule rules relating to intermediate deadhead trips will apply.

Q 11 A conductor takes personal leave day(s) when the conductors' extra board is exhausted and a brakeman on that crew is moved over to the conductor position. May the resulting brakeman vacancy be blanked?

A Yes, provided the vacancy is blankable and there are no protected brakemen available on the extra board.

Q 12 A qualifying road man is denied five (5) personal leave days while occupying an assignment not covered by the National Holiday Rules. In subsequent months of that year, the employe is forced to move or exercise seniority to an assignment covered by the National Holiday Rules and remains in that service. May this employe carry over the personal leave days previously denied him to the following year?

A Yes, such personal leave days may be carried over subject to adjustment for the holidays credited to the employe in that year.

Q 13 When may an employe request and be granted personal leave days?

A While there is no limit in time to request personal leave days, personal leave days will not be granted prior to the last tie-up time of the employe involved.

Q 14 Personal leave is granted to an employe holding a blankable assignment in freight service. Prior to the employe's being called for his assignment, the employe granted personal leave day is displaced by a senior employe. May the assignment still be blanked?

A Yes, for one trip or tour of duty unless the employe making the displacement is rested and available. However, if the displacement is made after the assignment of the employe granted personal leave is called, the one trip or tour of duty blanked is fulfilled.

Q 15 If an employe holding a regular assignment working Monday through Friday with designated rest days of Saturday and Sunday, requests four (4) personal leave days commencing with Friday, would the four (4) personal leave days granted include the employe's Saturday and Sunday rest days?

A If the employe requests four days, they must be taken consecutively.

Q 16 If an employee, regular or extra, is on personal leave when assigned to a bulletined vacancy, may the position to which assigned be blanked?

A Yes, provided the vacancy to which assigned is blankable.

Q 17 Will personal leave days taken by an employee be credited in computing shares in the Productivity Fund?

A No.

Q 18 An employee holding regular assignment in local freight service requests and is granted three days personal leave. His assignment operates A to B the first day, B to A the second day, and A to B the third day. The employee's personal leave expires after the third day while his assignment is at the far terminal which does not return until the fourth day. How will the employee be treated for markup on his regular assignment?

A The employee will be marked up on the regular assignment for trip out of the home terminal on the fifth day.

Q 19 May two or more members of the same crew be granted personal leave at one time?

A Yes; however, requirements of service and seniority will prevail.


Q 20 While on personal leave, may an employee be granted an extension?

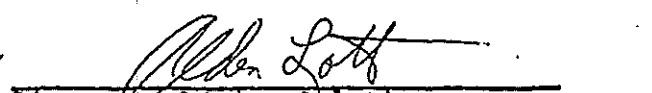
A Yes, provided request is made prior to the expiration of existing leave.

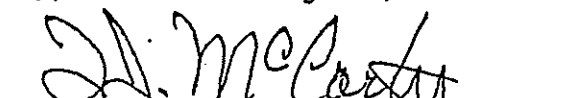
Dated at Portland, Oregon this 2nd day of April, 1981.

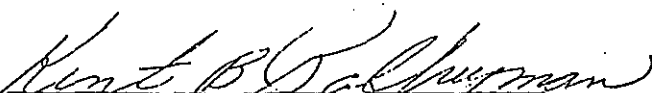
UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:


General Chairman, C & T Divisions
(South-Central District)
(Salt Lake-Los Angeles)


Director of Labor Relations
(South-Central & Northwestern Districts)
(California, Utah & Idaho Divisions)


General Chairman, UTU- T Division
(Salt Lake-Butte-Granger-Huntington)


General Chairman, UTU, C Division
(Salt Lake-Butte-Granger-Huntington)

MEMORANDUM AGREEMENT

RLA-6-8


The following Question and Answer is hereby adopted
as an agreed-upon interpretation of Article III, Section 2(c):

ARTICLE III, SECTION 2(c):


- Q. When will a protected employe in either Seniority Territory No. 1 or Territory No. 2 be considered furloughed?
- A. Whenever a protected/yardman is furloughed in the seniority territory employed (1) or 2); that is, cannot exercise seniority at any point in either road or yard service and has filed designation to be recalled only in that territory, such brakeman/yardman will be considered furloughed in that territory which will result in the provisions of Article III, Section 2(c) being applicable.

Dated at Salt Lake City, Utah, this 13th day of July,
1981.


UNITED TRANSPORTATION UNION-T


General Chairman

UNION PACIFIC RAILROAD COMPANY


Director of Labor Relations

UNITED TRANSPORTATION UNION-C & T


General Chairman

A G R E E M E N T

between the

UNION PACIFIC RAILROAD COMPANY
(Northwestern and Western Districts)
OGDEN UNION RAILWAY AND DEPOT COMPANY
SPOKANE INTERNATIONAL RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION - C, T AND S

* * * * *

In the interest of standardizing the application of the Crew Consist Agreements entered into on the various Districts,

IT IS AGREED:

The Crew Consist Agreement signed at Boise, Idaho on September 9, 1980 is revised to the following extent--

PART ONE

ARTICLE I - CREW CONSIST CONDITIONS

Section 7 is amended to read as follows:

Employees will not be required to perform any service with less than the required train/yard crew consist specified in this agreement nor will they be censured or disciplined in any manner or be required to lose time for refusal to do so.

Q-1: Do the provisions of this Section apply to pickups made enroute which would result in exceeding the agreed-to train lengths limits for a reduced crew?

A-1: Yes.

The following shall be added as a Note:

NOTE: The crew dispatcher will notify trainmen and yardmen when called for a reduced crew.

ARTICLE II - TRAIN LENGTH LIMITATION FOR REDUCED CREWS

The following shall be added as a subsection of Section 1--

(d) Train Length Determination. The conductor will be furnished a train list showing the number of cars in his train and the length of his train before departing the initial terminal on each trip.

ARTICLE IV - EXTRA BOARDS

The following shall be added as subparagraphs 1 and 2 of Section 2(c) of Article IV:

(1) When a conductor is left without brakemen on his crew as a result of the Carrier stepping up brakeman/brakemen at the far terminal and there are no rested brakemen from the same source of supply to be stepped up (at the time they would normally be called), the conductor may be deadheaded home at that time. The conductor will not receive the special allowance but the Productivity Fund will be credited.

(2) Conductors will not be stepped up to be used as brakemen and will not be censured or disciplined for refusal to do so. In the application of this Section, employees who are not available to be stepped up or rearranged will not be censured or disciplined.

ARTICLE IX - PERSONAL LEAVE

Section 1(a) is amended to read as follows:

Section 1. (a) Road Freight Service Allotment. On the effective date of this agreement, all train service employees in road freight service not covered by the National Paid Holiday Rules will be entitled to personal leave days on the following graduated basis:

YEARS OF SERVICE

less than five (5) years
five years and less than ten (10) years
ten years and less than fifteen (15) years
fifteen years and less than twenty (20) years
twenty (20) years and more

PERSONAL LEAVE DAYS

2 days
4 days
6 days
8 days
11 days

ARTICLE VIII - PRODUCTIVITY FUND

Q Will the loss of earnings from the Carrier by a part-time union officer who is unable to work in road freight or yard service due to performing official union work be computed in arriving at the one-third cap as provided in Article VIII?

A Yes, and it shall be the Organization's responsibility to timely advise the Carrier in writing with the necessary information.

Q Will a deadhead trip by a reduced crew (one conductor and one brakeman) result in the Productivity Fund being credited?

A Yes. However, the special allowance will not be paid.

Q Will a relief deadhead trip made by an employe (single individual) be taken into account as a credit share in the Productivity Fund?

A Yes. (supersedes Question and Answer 5 contained in the Basic Agreement)

Q Will a compensable deadhead trip made by either a full or reduced crew be taken into account as a credit share in the Productivity Fund?

A Yes.

Q In reference to Article IV, Section 2(c), and the conductor is left alone and deadheaded to his home terminal, will the Productivity Fund be credited, will the employe be allowed the special allowance and will this tour of duty be counted as a credit share in the Productivity Fund?

A The Productivity Fund will be credited but the employe will not be allowed the special allowance. The employe will receive a credit share in the Productivity Fund.

ARTICLE IX - PERSONAL LEAVE

Q An employe with more than five years and less than ten years of service is on an assignment qualifying for holiday pay and earns six paid holidays. Should he take a job that does not qualify for holiday pay, how many personal leave days would he be entitled to under the formula?

A Four personal leave days.

PART TWO

The following interpretive Questions and Answers are adopted:

Side Letter Agreement
(Article II, Section 1(b))

Q 1 May the consist of trains of 72 to 121 cars, operated with a reduced crew, be changed enroute by a yard crew or another road crew?

A No. However, a change in engine or caboose, cutting in and out of helper units, will not constitute a change in the train consist.

Q 2 If a brakeman on a Side Letter Agreement train observes a personal leave day(s), must his vacancy be filled?

A Only if there is a protected brakeman on the protecting extra board at the point where the vacancy exists.

Q 3 If a reduced crew is operated from the home terminal to the away-from-home terminal under the Side Letter Agreement, may that reduced crew operate a qualifying train back to the home terminal regardless of whether there are protected employees available on the protecting extra board?

A Yes.

ARTICLE IV - EXTRA BOARDS
Section 2(c)

Question and Answer No. 1 of the Supplemental Questions and Answers adopted on June 27, 1980 are modified to read as follows:

Q 1 In reference to interpretations, page 22, will the senior brakeman member of the crew be stepped up and the junior member of the crew be held back?

A The senior brakeman will be given the option of being stepped up. If the senior brakeman elects not to, the junior brakeman will be stepped up.

Questions and Answers 4 and 5 of the Supplemental Questions and Answers adopted on April 2, 1981 are amended to read as follows:

Q 4 How will the initial vacancy or subsequent vacancies created by the extra board/combination extra board employee's personal leave be treated?

A 4 The initial vacancy for which such employee stood may be blanked for the personal leave vacancy if same meets the necessary criteria. An extra man called for a vacancy at an outside point may be granted personal leave day(s) regardless of whether or not that job is covered by the National Holiday Pay Rules. Such vacancy created at an outside point due to an extra man taking personal leave may be blanked for such personal leave day(s) taken if such vacancy meets the necessary criteria.

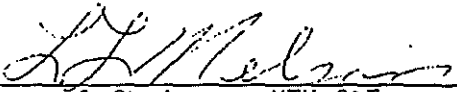
Q 5 When will the employee be eligible for subsequent service following this personal leave?

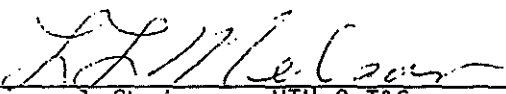
A 5 A road service employee (assigned or pool freight) will be marked up at the expiration of his personal leave and will be eligible to work the next trip or tour of duty his turn makes out of his home terminal. An extra man at the conclusion of his personal leave days and upon proper notice to the Carrier will be placed at the bottom of the extra board and treated as though the "personal leave" taken were a "lay off." However, it is understood that an extra employee taking personal leave from a vacancy at an outside point or from an assignment to an outside point, upon conclusion of his personal leave day(s) will return to the outside point to fulfill the original vacancy assignment or until released at the expiration of the initial vacancy, except where permitted by agreement to be released from the outside assignment prior to expiration of the vacancy. In effect, an extra employee observing personal leave days from an outside point will be treated the same as an extra employee "laying off" on call to outside point or "laying off" while on assignment to a vacancy at an outside point.


This agreement shall become effective November 1, 1985 and will continue in effect until revised or amended in accordance with the provisions of Section IV of Part Three of the basic Agreement signed at Boise, Idaho on September 9, 1980.

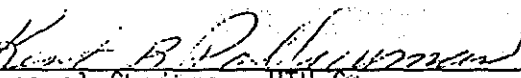
Dated at Salt Lake City, Utah this 29th day of October, 1985.


For the
UNITED TRANSPORTATION UNION:

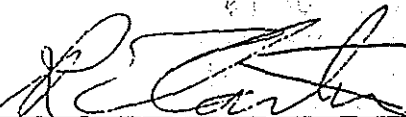

General Chairman, UTU C&T
Northwestern District Oregon Division


General Chairman, UTU C T&S
Spokane International Railroad Company

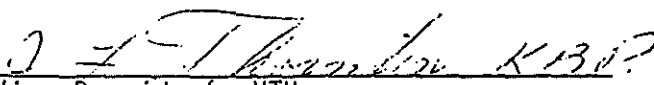

General Chairman, UTU C&T
Western District, Salt Lake-Los Angeles


General Chairman, UTU C
Salt Lake-Butte-Granger-Huntington

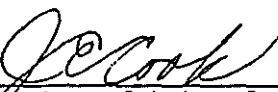

General Chairman, UTU T
Salt Lake-Butte-Granger-Huntington

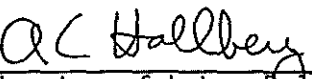

General Chairman, UTU T
OUR&D Company

APPROVED:



Vice President, UTU

For the
UNION PACIFIC RAILROAD COMPANY:

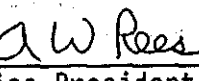

Director of Labor Relations
Northwestern District


Director of Labor Relations
Western District

SPOKANE INTERNATIONAL RAILROAD
COMPANY


Director of Labor Relations

OGDEN UNION RAILWAY AND DEPOT
COMPANY


Vice President