

A G R E E M E N T
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION (C, T & Y)
OGDEN UNION RAILWAY and DEPOT COMPANY

for the territory

GRANGER, WYOMING to HUNTINGTON, OREGON

SALT LAKE CITY, UTAH to BUTTE, MONTANA

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MODIFIED CREW CONSIST

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MODIFIED CREW CONSIST AGREEMENT

The Union Pacific Railroad Company, the Odgen Union Railway and Depot Company and the United Transportation Union mutually agree that the basic Crew Consist Agreement dated September 15, 1980 will be modified for the Territory Granger, Wyoming - Huntington, Oregon / Salt Lake City, Utah - Butte, Montana.

Accordingly, effective May 1, 1991, the aforementioned Agreement along with the provisions set forth in this Agreement will constitute one New Agreement which hereafter will be referred to as the Modified Crew Consist Agreement of May 1, 1991.

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MODIFIED CREW CONSIST AGREEMENT
GRANGER - HUNTINGTON
SALT LAKE CITY - BUTTE

TERMS - DEFINITIONS

<u>Term</u>	<u>Definition</u>
"The Territory".....	The Territory Granger, Wyoming - Huntington, Oregon / Salt Lake City, Utah - Butte, Montana and The Ogden Union Railway and Depot Company.
"This Agreement".....	The Modified Crew Consist Agreement
"Trainman".....	Means Both Yardman and Roadman (Conductors/Brakeman)
"Post October 31, 1985 Hires".....	Trainmen Hired After October 31, 1985
"Engine Service".....	Working or Training as a Locomotive Engineer
"Carrier".....	The Union Pacific Railroad Company - The Ogden Union Railway and Depot Company
"Organization".....	The United Transportation Union
"Service".....	Train/Yard Service
"The Plan".....	The 401(K) Retirement Thrift Plan
"Pay Period/Per Pay Period"....	A Semi-Monthly Payroll Period
"The Parties".....	Designated Carrier and UTU Representatives
"Blankable Positions".....	Second Brakeman/Yardman Positions
"CMS".....	Carrier's Crew Management System Office
"Reduced Crews".....	Crews Operating without a Blankable Position
"Grandfather Rights".....	Prior Rights to a Position Irrespective of Seniority
"Must Fill Jobs".....	Other Than Blankable Positions/Jobs

MODIFIED CREW CONSIST AGREEMENT
GRANGER - HUNTINGTON
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TERMS - DEFINITIONS

- "Borrowed Out".....Trainman Used Off Their Seniority District
- "Seniority District".....Means Seniority Territories 1 and 2
- "Sadie Hawkins".....Trainmen Exercising Seniority to or from a Reserve Board
- "Regular Job".....A Position that is Filled by Application or Bulletin, which includes Extra Boards.

MODIFIED CREW CONSIST AGREEMENT
GRANGER - HUNTINGTON
- - - - -
SALT LAKE CITY - BUTTE

ARTICLE I

PRODUCTIVITY INCENTIVE ALLOWANCE

(1) On the effective date of this Agreement, each trainman with five or more years of seniority on the territory covered by this Agreement who is working as a trainman on the territory covered by this Agreement shall receive a \$15,000.00 productivity incentive allowance. This amount shall be subject to all applicable taxes.

(2) Effective this same date, each trainman with less than five years of seniority on the territory covered by this Agreement who is working as a trainman on the territory covered by this Agreement shall elect one of the following options, depending upon the trainmans' years of service:

<u>Option</u>	<u>Years of Service</u>	<u>Productivity Incentive Allowance</u>	<u>In lieu Option</u>
(a)	less than 2	\$10,000.00	100% of the rate applicable to post-October 31, 1985 hires plus \$2000.00
(b)	2 or more but less than 3	\$10,000.00	Same, but \$4000.00
(c)	3 or more but less than 4	\$10,000.00	Same, but \$6000.00
(d)	4 or more but less than 5	\$10,000.00	Same, but \$8000.00

NOTE: Both the Productivity Incentive allowance and the in lieu option payments are subject to all applicable taxes.

(3) The allowance will not be paid to trainmen applying for and receiving the separation allowance provided for in Article II. In addition, the allowance will only be paid to trainmen who perform train service continuously on this terri-

tory from February 15, 1991, until the effective date of this Agreement unless they were hired on this territory after February 14, 1991, and have never left this territory prior to the effective date of this Agreement.

(4) Trainmen will indicate their eligibility and Productivity Incentive Allowance option selected on the prescribed form exhibited to this Agreement as "Attachment I-A".

NOTE 1: The Productivity Incentive Allowance will be paid to a trainman who is on a valid medical leave of absence and subsequently returns to service or who is discharged and is subsequently reinstated and returns to service, providing that the trainman was working on the territory immediately prior to the medical leave and/or discharge and returned to this territory immediately upon return to service.

Q&A Will the Productivity Incentive Allowance be paid in the following situations:

- (a) A trainman is working on the territory on September 1, 1990, and is discharged/or goes on a valid medical leave of absence. Upon returning to service on May 10, 1991, the trainman immediately returns to service on this territory.

The trainman in this situation is entitled to the Productivity Incentive Allowance because he/she was working on the territory prior to February 15, and but for the discharge/leave would have been working on the territory on February 15.

- (b) A trainman exercises seniority to this territory on February 16, 1991, and is discharged or goes on a valid medical leave of absence on March 1, 1991. Upon returning to service on May 15, 1991, the trainman immediately returns to service on this territory.

The trainman is not entitled to the Productivity Incentive Allowance because he/she was not working on the territory on February 15, and through the exercise of seniority prior to February 15, could have been working on the territory.

NOTE 2: It is agreed that Trainmen transferred to engine service in this territory between April 1, 1988 and the effective date of this Agreement who return to train service prior to May 1, 1992 due to a decline in business will receive the Productivity Incentive Allowance provided they held trainman's seniority and were working as trainman in this territory immediately prior to entering engine service.

ARTICLE II
SEPARATION ALLOWANCE

(1) Prior to May 1, 1991, the Carrier will solicit for a period of twenty (20) days voluntary separation requests from eligible trainmen in the territory. The amount of the separation allowance payable will be an amount equal to the greater of the trainman's earnings on the seniority district during either the 1989 or 1990 calendar years, subject to all applicable taxes. There will be a minimum separation allowance (subject to all applicable taxes) based on the following criteria:

0-5 years in train service \$35,000.00

Over 5 years in train service \$50,000.00

(2) Under this Article II, a trainman eligible for a separation allowance must be an active trainman holding seniority and who has continuously performed service as a trainman on the territory from February 15, 1991, until the effective date of this Agreement.

(3) The Carrier will accept an unlimited number of separation requests from eligible trainmen with over 5 years in train service. The Carrier will determine the number of separation requests it shall accept from trainmen with less than 5 years in train service based on the requirements of the service. Seniority shall govern in the acceptance of separation requests.

(4) Eligible trainmen applying for a separation allowance may elect to receive the allowance in accordance with the options set forth on the prescribed form, exhibited to this Agreement as Attachment I.

(5) (a) A trainman's time lost for union business will be included in computing earnings. The Organization will furnish the Carrier the necessary information to determine a trainman's time lost for union business.

(b) The following formula will be used for qualified trainmen who were absent due to full time union work, discharged and reinstated with pay for time lost and/or valid medical/health leave: (1) If a trainman worked three months or more during the year in question, the trainman's work history will be used to determine the test period earnings; (2) If the trainman worked less than three months, the average test period earnings of the two trainmen immediately senior and the two immediately junior to the trainman working in the same service at the trainman's location will be used to determine the test period earnings; (3) It is understood that absence due to personal business is not applicable for purposes of this paragraph.

NOTE: The Separation Allowance Program under the Article will be available to a trainman who is on a valid medical leave of absence and subsequently returned to service or who is discharged and is subsequently reinstated and returned to service, provided that the trainman was working on this territory immediately prior to the medical leave and/or discharge and returned to the territory immediately upon return to service.

ARTICLE III

401K PLAN

The Carrier will offer to trainmen in the territory a 401(k) Plan subject to the following conditions:

- (1) The Plan will be the existing Union Pacific Employee 401(K) Retirement Thrift Plan which was effective July 1, 1990.
- (2) Participation in the Plan is voluntary.
- (3) The administrative costs of the Plan will be borne by the Carrier.
- (4) The existing plan is in compliance with ERISA and other legal requirements.

All pertinent information on the plan is outlined on Attachment II of the Agreement.

ARTICLE IV

GUARANTEED EXTRA BOARDS

A. Yard Extra Boards

Guaranteed yard extra boards shall be established at Salt Lake City, Ogden (OUR&D), Pocatello, and Nampa. All current rules and practices governing the handling of yard extra boards are eliminated and the following shall govern:

(1) The "work week" for employees on the extra boards shall be a period of seven days starting with Monday.

(2) Trainmen assigned to this extra board established under this agreement shall be guaranteed the equivalent of eleven (11) basic days in a payroll period subject to the following conditions:

(a) The Carrier shall have the unqualified right to determine the number of employees that are to be maintained on such extra board, provided, however, that when the extra board is increased, such adjustment will be made in accordance with the rules and provisions of the effective Trainmen's Agreement.

(b) Trainmen who are ready and available for service the entire payroll period and who do not lay off of their own accord during the payroll period shall qualify for the guarantee provided under Section (2) of this Agreement.

(c) The guarantee of eleven (11) minimum basic days' pay will be reduced by one reduced day for each 24 hour period and/of portion thereof that such assigned employee is not available for service during the payroll period.

NOTE 1: A reduced day is a fraction of the number of days in a pay period. For example, in a 15 day period, one (1) reduced day would be 1/15th reduction of the eleven (11) basic days for the pay period.

NOTE 2: The term "payroll period" as used in this agreement, shall be understood to mean a period:

FROM THE
First of the month

TO THE
Fifteenth day of the
same month

and

Sixteenth day
of the month

Last day
of the same month

(d) Trainmen assigned to the Yard Guaranteed Extra Board who are used in emergency road service will not have their first two (2) trips in emergency road service used as an offset of their guarantee.

(e) This agreement shall remain in effect subject to cancellation by either party by a written notice served upon the thirty (30) days in advance.

B. Conductor and Brakemen Guaranteed Extra Boards

(1) (a) A separate road guaranteed extra board for Conductors will be established at Salt Lake City, Utah. Road Non-Guaranteed Conductor Extra Boards will continue to operate as presently in effect, at Pocatello and Nampa. Separate road guaranteed extra boards for Brakemen will be established at Salt Lake City, Pocatello and Nampa.

(b) Trainmen assigned to these Boards who were hired prior to November 1, 1985, will be guaranteed 20 basic days per pay period. Those trainmen hired after October 31, 1985 will be guaranteed 18 basic days per pay period.

(2) The rate of pay on the extra boards will be the Conductor's or Brakeman's (whichever is applicable) local rate of pay, 1-80 car count. Payment of the guarantee, including

adjustments, will be made no later than the payroll half following the payroll half in which the guarantee payment was incurred.

(3) (a) All earnings received by a trainman assigned to a Guaranteed Extra Board under this Section B will be used in computing the trainman's guarantee. Such computations will not include non-taxable income such as meal, lodging and personal auto mileage payments. Penalty claim payments, if any, will be paid in addition to any guarantee payments and there shall be no offset.

Q. Will the Productivity Fund payments under Article VII be used as an offset for any guarantee provisions?

A. No.

(b) A Guaranteed Extra Board trainman standing first out who lays off, lays off on call, misses call or is not available for call will have the guarantee reduced by the amount they would have earned had they not been unavailable, with a minimum reduction of one guaranteed day.

(c) Only the first three (3) trainmen who miss a call as a result of the first Guaranteed Extra Board trainman laying off on call, missing call or not available for call will have their Guarantee reduced in the same manner as Item (b) above. However, any trainman on the Guaranteed Extra Board who lays off when other than first out will have his/her guarantee reduced by one (1) reduced day for each 24-hour period or portion thereof.

(d) A trainman assigned to a Guaranteed Extra Board who is unavailable as a result of (b) or (c), above, for more than two (2) occurrences per pay period or who is unavailable for more than seventy-two (72) combined hours per pay period will forfeit any guarantee for that pay period.

NOTE 1: Local Chairmen who lay off on business will not be subject to (d), but will be subject to (b) and (c), of this Section 3.

(e) The guarantee reductions will not apply for absences due to Bereavement Leave, Personal Leave Days, Vacations, Rules Classes, Jury Duty, Physical Examinations or other instances where the trainman is held at the instruction of the Carrier.

Q. How will each day a trainman is marked up on a Guaranteed Extra Board be applied for qualifying for vacation?

A. The amount of make up guarantee will be converted to equivalent days in miles or hours as contemplated by the 1949 National Vacation Agreement and that number of days in addition to time worked, will be considered as qualifying days for vacation purposes.

NOTE 2: Absences as defined in Item (e) above will count as days on the Board for guarantee purposes. Compensation received for these days will be used as an offset to any guarantee that may be due.

(4) (a) The Carrier shall regulate the number of trainmen on the Guaranteed Extra Boards but the Carrier shall ensure that a sufficient number of trainmen are on each board to maintain the average pay period between 18 and 22 basic days for trainmen hired prior to November 1, 1985 and 16 to 20 basic days for trainmen hired after October 31, 1985. The Reserve Board as provided for in Article V of this Agreement will not be used to supplement the Guaranteed Extra Boards.

NOTE: If the guarantee payments are too high or too low, the parties may adjust the payments in either direction by mutual consent

(b) Trainmen recalled from furlough status or used in emergency service while furloughed will result in the creation of a position(s) on the board for a period of seven (7) days.

EXAMPLE: The senior furloughed trainman is unavailable to be used in emergency service on day 1. A junior furloughed trainman is used and an extra board position is created for seven (7) days. The senior furloughed trainman has the right to fill the position for the remaining days.

Q. What is the calculation of the guarantee pay for the senior furloughed trainman when recalled to the board?

A. The furloughed employee is a post October 31, 1985 hire, which entitles this employee to an eighteen (18) day guarantee at the local rate for a fifteen (15) day pay period. Assume the employee is recalled to the board on June 12 and does not work the entire first pay period which would allow this employee four (4) guarantee days.

Calculation

18 days at the local rate - divided by 15 days which is the number of days in the pay period, and then multiply that daily rate by the four days of guarantee, i.e.

\$104.00	(local rate)
x	18 days or guarantee per pay period
\$1,872.00	
divided by	15 days in pay period
\$124.80	daily guarantee
x	4 days of guarantee
\$499.20	guarantee

(c) After 120 days from the effective date of this Agreement, the parties will make the initial adjustments in the Guaranteed Extra Boards. Adjustments may be made earlier by mutual agreement. If a Guaranteed Extra Board is reduced on the initial adjustment, the number of Guaranteed Extra Board positions that are reduced will be added to the Reserve Board (Article V) at the location of the Guaranteed Extra Board. The minimum number of Reserve Board positions will increase accordingly.

Q. In the application of Article IV, Guaranteed Extra Board, if the Parties reduce a Board at the initial 120 day adjustment, would those positions reduced from the Guaranteed Extra Board be added to the Reserve Board?

A. Yes.

Q. After the initial 120 day adjustment, will the number of available Reserve Board positions ever fall below this number?

A. No.

Q. If the Carrier adjusts the Guaranteed Extra Board after the initial 120 day adjustment, is the Reserve Board adjusted accordingly?

A. No.

(d) When the extra board calls for a reduction, under the provisions set forth in this Article, the senior trainman with a request on file will be reduced first and given displacement rights. If sufficient senior trainmen do not have a request on file, sufficient junior trainmen will be reduced to properly regulate the extra board.

(e) Senior protected trainmen cannot be forced from blankable positions to the Guaranteed Extra Board if to do so would increase the board beyond the regulating factors set forth in Section 4(a) of this Article.

(f) Local Chairmen and Labor Relations Representatives will meet, if requested by either party, after the Guaranteed Extra Boards have been placed into operation to discuss all problems and will work to resolve any problem that may exist.

(5) (a) The Conductor and Brakemen Guaranteed Extra Boards will remain in effect for a period of 180 days following the effective date of this Agreement. Thereafter, the Conductor and/or any of the Brakemen Guaranteed Extra Boards may be cancelled upon thirty (30) days written notice by the General Chairman or Director Labor Relations. If cancelled, the existing rules applicable to the extra board prior to this Agreement, will govern the handling of the extra board.

(b) The current Non-Guaranteed Conductor Extra Boards at Pocatello and Nampa can be established as Guaranteed Boards under the conditions set forth in this Agreement through written concurrence between Labor Relations and the General Chairman. If such Board(s) is established as Guaranteed, either Party

thereafter will have the right to subsequently cancel such Guarantee Board(s) in the same thirty (30) day written advance manner as provided in Item (a) above.

ARTICLE V

RESERVE BOARD

(1) The Carrier will establish Reserve Board(s) for trainmen who have worked continuously in train service on this territory (including those in training for train service) from February 15, 1991, until the effective date of this Agreement, subject to the following:

NOTE 1: The Reserve Board will be available to an eligible trainman who is on a valid medical leave of absence and subsequently returned to service or who is discharged and is subsequently reinstated and returns to service, provided that the trainman was working on the territory immediately prior to the medical leave and/or discharge and returns to the territory immediately upon return to service.

NOTE 2: Trainmen holding seniority in the territory but not eligible under (1) may become eligible under Item (18)(c) of this Section.

(2) A trainman on the Reserve Board will be paid whichever is the greater of the following two options:

- (a) 70% of the basic yard helper's rate for five days per week; or,
- (b) 70% of the trainman's earnings (only in train service) on the seniority district during the calendar year 1989 or 1990, whichever is greater, paid on a five day per week basis.

Q. Does a trainman on the Reserve Board receive less pay because payment is made on a five day per week basis?

A. No. The trainman will receive 70%.

NOTE 1: If a trainman initially elected to receive 70% of their earnings during either the 1989 or 1990 year and, through subsequent wage increases, the 70% of the basic yard helper's rate of pay becomes greater, the trainman will receive the greater of the two options and the trainman's method of compensation would be changed accordingly.

(c) No other payments will be made to or on behalf of a trainman on the Reserve Board except for payment of premiums under applicable health and welfare plans. No deductions from pay will be

ma on behalf of a Reserve Trainman except for deductions of income, employment or payroll taxes (including railroad retirement taxes) pursuant to federal, state or local law, deductions of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement; and, any other legally required deduction. Trainmen assigned to the Reserve Board will be eligible for the Carrier's Tuition Aid Program.

NOTE 2:

It is understood that the phrase "no other payments will be made to or on behalf of a trainman on the reserve board..." would not preclude a trainman on the Reserve Board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the earnings as a reserve trainman.

- (d) (i) Section(2)(b) of this Article V provides that a trainman on a Reserve Board will receive "70% of the trainman's earnings on the seniority district includes both Territories 1 and 2 during the calendar year 1989 or 1990, whichever is greater."

(ii) A trainman's W-2 Form for the appropriate year would be used to determine the earnings during that calendar year. Carrier records will be utilized for those trainmen who did not have all of their earnings on the seniority district involved. The 1988 Productivity Fund payments will be counted in 1988 even though the checks were delivered in 1989.

(iii) A trainman's lost time for union business will be included in computing the earnings. The Organization will furnish the Carrier the necessary information to determine time lost for union business.

(iv) The following formula will be used for qualified trainmen who were absent account full time union work, discharged and reinstated with pay for time lost and valid medical/health leave: A trainman's work history will be used to determine the test period earnings if a trainman worked three months or more during the year in question; if the trainman worked less than three months, the average test period earnings of the two trainmen immediately senior and the two trainmen immediately junior to the trainman working in the same service at the trainman's location will be used to determine the test period earnings. It is understood an absence due to personal business is not applicable for purposes of this paragraph.

- (3) A trainman placed on the Reserve Board will remain in

that status until:

- (a) Discharged from employment by the Carrier in accordance with the applicable discipline rules. Or
 - (b) Resigns from the Carrier's employment. Or
 - (c) Recalled to active service. Such recall will be in reverse seniority order in accordance with Section 6 of this Article V. Or
 - (d) Placed in a furlough status because of a reduction of assignments. For example, if the number of assignments is reduced from 10 to 9, the trainmen whose assignment is reduced will have a free exercise of seniority. Seniority displacements shall continue until the junior trainmen are furloughed, and only if there are no vacant positions on the Reserve Board. Or
 - (e) Exercises seniority in accordance with Article XI of this Agreement. Any trainman so exercising seniority cannot return to the Reserve Board until the next "Sadie Hawkins Week" as provided in Article XI unless the trainman is displaced or a vacancy occurs on the Reserve Board. Or
 - (f) Placed in engine service in accordance with Article XIII, Section (4) of the October 31, 1985 National Agreement.
- (4) (a) Trainmen on the Reserve Board must maintain their work proficiencies while in such status, including successfully completing any retraining or refresher programs required to maintain those proficiencies which may include the passing of any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. In order to ensure that work proficiencies are properly maintained, each trainman on the Reserve Board will be required to exercise seniority to a regular or extra assignment (seniority permitting) and remain off the Reserve Board for six (6) continuous months in every thirty (30) month period beginning with the implementation date of this Agreement.
- (b) It will be incumbent upon the trainman to use the provisions of the "Sadie Hawkins Week" section of this Agreement or to make application for regular vacancies to accomplish this requirement. A trainman who has not met this requirement will have their Reserve Board pay terminated (at the end of 24 months) until they have completed this requirement unless prevented from doing so because of insufficient seniority.

- (5) A trainman on the Reserve Board who is to be unavailable for more than 72 hours must contact CMS and advise of their unavailability and on what date he/she is to return. The trainman must contact CMS upon his/her return. This period of unavailability cannot exceed 30 days but can be extended by contacting CMS. If a trainman is displaced during this period, he/she will have the time allowed by the applicable rule of the basic agreement from either the time notified by CMS or the date designated for the trainman's return.

NOTE: The intent of (Section 5), above, is to protect a trainman who is displaced while on the Reserve Board and is unavailable when attempts are made for notification.

- (6) Trainmen on the Reserve Board must hold themselves available for return to service upon thirty (30) days' notice (reserve pay shall continue for only seven (7) days) and must return to service in compliance with such thirty (30) days' written notice sent by Certified mail.

Q: Should a trainmen elect to return to service prior to the seven (7) days of compensation will such employee be paid for those days in addition to service performed?

A: Yes.

Q: If recalled to a Guaranteed Extra Board, will these days of extra compensation be used to offset any guarantee due this employee?

A: No.

NOTE: Reserve Board pay is paid on a five day work week basis, (Monday-Friday). A trainman recalled on a Wednesday will continue to receive reserve board pay for the following Thursday, Friday, Monday, Tuesday and Wednesday.

- (7) Failure to comply with any of these requirements will result in forfeiture of all seniority rights. Trainmen will be recalled from the Reserve Board to protect their zone only and will not be forced to other zones.

Q. In the application of Section (7), above, will trainmen entitled to a hearing under applicable schedule rules still be entitled to a hearing?

A. Yes.

NOTE 1: Trainmen on a Reserve Board are "in-service employees" and hence are subject to the same physical examination and rules requirements as other in-service trainmen. The Company's requirement that trainmen who have been out of service for six (6) months or more must take physical and rule examinations does not

app to Reserve Board trainmen. Furthermore, trainmen to be examined while on reserve status will be notified by registered mail sent to their home address. With respect to the language "failure to comply with any of these requirements will result in forfeiture of all seniority rights"-- it is understood that it is the intent of the parties that reserve status trainmen will be treated the same as other trainmen in active service, i.e., Reserve Board trainmen must report for examinations but will not have their seniority rights terminated for a failure to pass, and failures to pass will be handled in the usual way. This is not intended to waive the requirements that Reserve Board trainmen must take and pass all required examinations. It is intended to ensure that Reserve Board trainmen will be treated the same as other active service trainmen.

NOTE 2: Trainmen hired subsequent to October 31, 1985 will continue to be governed by the promotion provisions and engine service provisions of Article XIII, Section 4 of the October 31, 1985 Agreement and will be subject to loss of all seniority rights as provided in that Article.

NOTE 3: With respect to prior right seniority dates when trainmen are placed on the Reserve Board or recalled off the Reserve Board, the date utilized will be the trainman's oldest seniority date.

(8) Other employment while on the Reserve Board is permissible so long as there is no conflict of interest. There will be no offset for outside earnings. It is agreed that trainmen assigned to Reserve Boards may make application for extra work. It is, however, strictly understood such trainmen will be utilized only when appropriate other steps in the calling procedures as agreed to by both parties have been exhausted. If such trainmen are utilized, compensation received for such service will be in addition to their Reserve Board pay.

Q. For the purposes of Holiday pay, does time spent on the Reserve Board count as meeting the requirements of "qualifying days" and does it contribute to the work requirements of "11 days out of the preceding 30 days"?

- A. No. Although the trainman is in service and under pay the trainman is not "working" for the purposes of the Holiday Pay Agreements and interpretations thereof. However, if an A trainman is recalled from the Reserve Board and works the day before and the day after the holiday, the trainman will qualify for Holiday pay.

NOTE: Reserve Board trainmen will not have to accept calls for extra work. If they are contacted and refuse, their application for extra work will be cancelled and they will have to reapply, but no sooner than the first of the next quarter.

(9) Vacation pay received while on the Reserve Board will offset pay received under Section 2. Time spent in reserve status will not count toward determining whether the trainman is eligible for vacation in succeeding years. It will count in determining the length of vacation to which a trainman, otherwise eligible, is entitled.

- Q. If a trainman works part of the year, qualifies for a vacation and is on the Reserve Board for a part of the year, is Reserve Board pay included in the computation of the trainman's 1/52 for vacation purposes?

A. Yes.

- Q. If a trainman qualifies for vacation but is on the Reserve Board when it comes time for their vacation, how will he/she be compensated?

A. The trainman will receive vacation pay as calculated under the vacation agreement. The trainman will not receive Reserve Board pay in addition to the vacation pay. He/she, however, will receive the greater of the two.

- Q. Will trainmen on the Reserve Board be treated the same as working trainmen in the bidding for and assigning of vacation periods.

A. Yes.

(10) Trainmen on the Reserve Board are not eligible for Holiday Pay, Bereavement Leave, Jury Pay and all other similar special allowances.

(11) As stipulated in Section 2(c), trainmen on the Reserve Board are covered by Health and Welfare Plans, Union Shop, Dues Check-Off, Discipline Rules and the Grievance Procedures that are applicable to trainmen in active service.

(12) (a) It is understood that furloughed trainmen who were hired prior to September 15, 1980, shall be eligible to place on the Reserve Board upon recall, seniority permitting.

(b) It is understood that trainmen hired after September 15, 1980, but prior to the effective date of this Agreement shall be eligible to place on the Reserve Board, if Reserve Board positions are available, prior to being furloughed. Such trainmen, however, will not be eligible to place on blankable second brakeman/yard helper positions.

Q. Does a trainman who was hired after the effective date of the 1980 Crew Consist Agreement and prior to the effective date of this Agreement have entitlement to place on the Reserve Board on his/her respective seniority district?

A. Yes, those trainmen have been granted rights under this Agreement to the extent that they may place on Reserve Boards, however only trainmen hired on or before September 15, 1980 have rights to place on blankable second Brakeman/Yard Helper positions.

Q. Does a protected trainman, as defined in the basic Crew Consist Agreement effective September 15, 1980, have the option to place on either the Reserve Board or the Second Brakeman position?

A. Yes, seniority permitting.

(13) It is understood that a Reserve Board will not operate when all eligible trainmen (as defined in this Article V) on the appropriate Seniority Roster on the date of this Agreement are placed on a regular job.

(14) Reserve Boards shall be established at the following locations:

Nampa

Pocatello

Salt Lake City

Ogden

(15) The number of Reserve Board positions at each location shall be determined as follows:

(a) The total number of trainmen hired prior to the effective date of this agreement, holding regular or extra board positions on the effective date of this Agreement less the number of trainmen assigned to regular jobs and to Guaranteed Extra Boards at the location when the Agreement is implemented and less the number of trainmen working on the effective date of this agreement receiving a separation allowance pursuant to Article II of this Agreement; or,

(b) Ten percent (10%) of the total number of trainmen working as trainmen in the zone on the effective date of this Agreement, after deducting the number of trainmen receiving a separation allowance pursuant to Article II of this Agreement.

Q. For each buyout accepted under Article II of the Agreement, is the minimum number of Reserve Board positions reduced on a one-for-one basis?

A. Yes.

(16) Should a trainman hired prior to the effective date of this Agreement become furloughed prior to the effective date of this Agreement, the following will apply:

One additional assignment in local, road switcher or yard service or one additional turn in pool freight service will generate one additional position on the appropriate Reserve Board. If business decreases, the number of positions on the Reserve Board will again decrease proportionately back to the level established at the time of the implementation, or the level established in accordance with Article V, Section (15), but will not drop below that level.

(17) Reserve Board/blankable, brakemen/yard helper positions will not be occupied when trainmen hired after the effective date of this Agreement are working within a zone.

EXAMPLE: After the effective date of this agreement, all trainmen are recalled from the reserve board. Through continued growth it is necessary to hire 8 new trainmen. If later it becomes necessary to reduce forces, all 8 new hires must be furloughed or not working in the craft before anyone can occupy the reserve board.

Q. Does Section (17) of this Article V permit the Carrier to hire one or more new trainmen after the effective date of this Agreement and thereby eliminate the Reserve Board and a protected trainman's right to a blankable Brakeman/Yard Helper position?

A. No. The Carrier must utilize all blankable Brakeman/Yard Helpers and Reserve Board trainmen prior to hiring any additional trainmen. A trainman hired prior to the effective date of this Agreement could not thereafter occupy a Reserve Board or blankable Brakeman/Yard Helper position until all non-protected trainmen hired after this Agreement are furloughed.

(18) (a) On the day of implementation, an eligible trainman as defined in Section 1 of this Article will acquire rights to the Reserve Board in the zone where he/she is working on that date. An eligible trainman cannot take a position on any other Reserve Board unless he/she is unable to hold a position on their initial Reserve Board or a job assignment on their home zone except as provided in item (b) below:

(b) A trainman eligible to hold a Reserve Board in one zone will become eligible to hold a Reserve Board position in another zone by working in the other zone for a period of twelve (12) continuous months. To activate the twelve continuous months, a trainman must notify the Organizations' Local Chairman in the zone, Labor Relations and CMS in writing of their service in the new zone for the purpose of qualifying to hold a Reserve Board. Upon becoming eligible in their new zone, it shall become the trainman's home zone and the trainmen shall lose their rights in their original home zone.

(c) Trainmen hired prior to the effective date of this Agreement and holding seniority in the territory and not eligible in Section 1 of Article V to hold a Reserve Board position shall become eligible to hold a Reserve Board position in a zone by working in that zone for a period of twelve (12) continuous months. To activate the twelve continuous months a trainman must notify the Organizations' Local Chairman in the zone, Labor Relations and CMS in writing of their service in the zone for the purpose of qualifying to hold a Reserve Board. Further, transfer between zones will be handled in accordance with Item B of this Section 18.

NOTE: The reference to a trainmen's requirement to notify

applicable parties under Items (b) and (c) of this Section 18 only applies to their application to the trainmen's Reserve Board, and does not refer to the exercise of seniority rights under a normal bid or displacement move as provided in the basic agreement(s).

ARTICLE VI

TRAINMEN HIRED AFTER OCTOBER 31, 1985

(1) Trainmen who have established a trainman's seniority date on the territory covered by this Agreement after October 31, 1985, and who has continuously performed service on the territory between February 15, 1991, and the effective date of this Agreement, will have Article XII, Termination of Seniority, of the October 31, 1985 Agreement waived.

(2) Article IV, Section 6 - Rate Progression-New Hires of the October 31, 1985 National Agreement will continue to apply to all affected trainmen.

ARTICLE VII

PRODUCTIVITY FUND

(1) For each tour of duty/trip operated on the territory with a crew consisting of one (1) conductor/foreman and one (1) brakeman/helper over the number of trainmen on the Reserve Board, the Carrier will pay into the appropriate Employees' Productivity Fund the sum of \$48.25.

NOTE 1: If there were 10 Local and Extra Assignments, Yard jobs and Pool Turns, and 10 trainmen on the Reserve Board, no payments into the fund will be made.

NOTE 2: If there were a total of 10 Local and Extra Assignments, Yard jobs and Pool Turns, and 5 trainmen on the Reserve Board, payments would be made into the Productivity Fund for 5 Local and Extra assignments, Yard jobs and Pool Turns on a tour of duty/trip basis in accordance with the basic Crew Consist Agreement.

Q. Are Productivity Fund payments (plugs) offset by Reserve Board positions seven days per week?

A. Since Reserve Board positions are paid on a five day per week basis, the fund plugs are offset by 5/7's (71%) of Reserve Board positions on a daily basis.

NOTE: See Attachment III for an example of how Reserve Board offsets are computed.

(2) The Productivity Fund payments will be made and distributed in accordance with the basic Crew Consist Agreement.

ARTICLE VIII

SPECIAL ALLOWANCE

The special allowance payments (currently \$8.12) provided for in the Crew Consist Agreement effective September 15, 1980, will apply to crews operated with one (1) conductor/foreman and one (1) brakeman/helper.

ARTICLE IX

CREW CONSIST

(1) The basic crew consist for all crews operated on the territory including retainer trains will be one (1) conductor/foreman and one (1) brakeman/helper, subject to the provisions of this Agreement.

(2) There will be no car count or train length limitations in the operations of trains with crews of one (1) conductor/foreman and one (1) brakeman/helper.

NOTE 1: The Carrier may add additional brakeman/helper positions at its discretion as deemed necessary by the needs of the service.

NOTE 2: It was agreed that Local UTU and Carrier Representatives will review local operations on a regular basis to ensure such operations are conducted in the safest and most

efficient manner. It was further was agreed that reduced crews will not be censured, disciplined or harassed if they do take longer to perform such work.

ARTICLE X

IMPLEMENTATION

(1) (a) Prior to implementation date the Carrier will bulletin, for a period of ten (10) days, to trainmen working in the territory, the opportunity to select one of the following options: regular assignment, Guaranteed Extra Board, Reserve Board or prior rights (grandfather) to the assignment held on the day bulletins are posted.

NOTE: In order to minimize disruption, at bulletin time, trainmen may claim grandfather rights by notifying all concerned of their intent on a bid form and identifying the assignment working on the day the bulletin is posted. By claiming "grandfather rights", trainmen are indicating that they wish to remain on their existing assignment. Trainmen claiming "grandfather rights" may not be displaced from their assignment by a senior trainman's bid but may be forced to must-fill or Extra Board positions should these positions not be filled.

(b) Assignments to positions will be made by seniority preference, except for those trainmen claiming grandfather rights. It is understood all regular must-fill jobs and Guaranteed Extra Board positions must be filled initially by working trainmen as provided by schedule rules. Trainmen holding a blankable position will not be forced to the Reserve Board, but they may be forced to must-fill positions or Extra Boards in accordance with existing schedule rules.

(c) The Carrier will have the right to blank the following positions in accordance with the number of trainmen voluntarily exercising seniority to Reserve Board positions:

- (i) blankable brakeman positions for pool freight service;
- (ii) blankable brakeman/helper positions for local/ road switcher/yard jobs.

(2) The Carrier will not reduce the number of positions below the levels established on the effective date of this Agreement as a result of implementation of this Agreement. Trainmen may be furloughed as a result of a subsequent reduction in the number of regular jobs and Extra Board positions.

NOTE: The purpose of this section is to establish that a trainman will not be furloughed as a result of the implementation of this Agreement. Trainmen assigned to the territory, as of the effective date of this Agreement will have a position. Subsequent to the implementation of this Agreement, trainmen may be furloughed through the normal fluctuations of business; the same as at present.

Q. What options are available to trainmen if there are subsequent reductions in positions?

A. Exercise of seniority as at present.

Q. What options are available to trainmen who cannot hold a must-fill position, the Guaranteed Extra Board or a Reserve Board as a result of a subsequent reduction in the number of regular jobs?

A. The employee goes furloughed in the same manner as he/she would before this Agreement.

Q. At implementation, will additional Guaranteed Extra Board positions be established if there are not enough regular jobs and Guaranteed Extra Board positions for all non-protected employees?

- A. Yes. Sufficient Guaranteed Extra Board positions will be established. However, the total number of Guaranteed Extra Board positions will be subject to the 120 day review (Article IV, 4(c) and the additional positions created solely for non-protected trainmen will not create additional Reserve Board spots as they have already been counted towards the Reserve Board.
- Q. May a South End trainman, protected under the basic crew consist agreement, exercise seniority to a blankable position?
- A. Just like any other protected trainman, in that the South End trainman may exercise seniority to a blankable position, seniority permitting, so long as there is no vacant must-fill or Guaranteed Extra Board positions available.

ARTICLE XI

VACANCIES

(1) (a) When permanent vacancies occur on a regular must-fill job, Extra Board position or Reserve Board, trainmen may elect, by seniority option, to fill the vacancy in accordance with existing rules including movement between Territories 1 & 2.

(b) When there are no voluntary seniority options for the vacancy, it will be filled by the recall of a furloughed trainman who is eligible for the vacancy. If the vacancy is filled under the voluntary provisions set forth in (1)(a) above, the resulting vacancy will be bulletined immediately following the above-described procedure. This process will continue until a trainman is recalled as follows:

NOTE 1: A trainman must be an eligible trainman under Article V, Section (1) or (18)(c) to hold a Reserve Board position. It is understood that a trainman not eligible under Article V, Section (1) or (18)(c) cannot subsequently exercise seniority under this Article to a Reserve Board position.

- (c) A furloughed trainman hired prior to the effective date of this Agreement whose home terminal is in the zone where the vacancy exists will be recalled;

NOTE 2: Zones referred to above are as follows:

Nampa Zone - Huntington to Glenns Ferry, includes assignments working at or west out of Glenns Ferry.

Pocatello Zone - Glenns Ferry to Granger and McCammon to Butte, including assignments working east out of Glenns Ferry.

Salt Lake City Zone - Salt Lake City to McCammon, including Salt Lake City Yard.

Ogden Union Railway and Depot Co. Zone - Yard assignments at Ogden.

- (d) If no furloughed trainman hired prior to the effective date of this Agreement is available in a zone, then a furloughed trainman hired prior to the effective date of this Agreement in the territory Granger - Huntington/Salt Lake City - Butte will be recalled;
- (e) If no furloughed trainman hired prior to the effective date of this Agreement is available, the junior trainman among those holding blankable brakemen/helper positions and the Reserve Board in the zone where the vacancy exists will be assigned to the regular job or extra board; however, they will not be forced to the Reserve Board.
- (f) If there are no trainman in the zone on the Reserve Board or holding blankable brakemen/helper positions, then furloughed trainman hired on the territory after the effective date of this Agreement will be recalled. Trainman hired after the effective date of this Agreement will have no zone rights and the senior furloughed trainman in the territory shall be recalled.
- (g) If the vacancy cannot be filled in this manner, existing rules will apply.

(h) Trainmen recalled from the Reserve Board and blankable positions will have the right to exercise their seniority and take any position in their zone in accordance with existing work rules and the provisions of this Agreement.

(i) No temporary vacancies on any blankable brakeman/helper position to which a trainman is regularly assigned will be filled.

(j) For eligible trainmen on the territory, there will be a so-called "Sadie Hawkins Week" the first week of August and February each year, to be effective September 1 and March 1. The "Sadie Hawkins Week" will operate only for trainmen wishing to exercise seniority to or from a Reserve Board. Local Chairmen will work with Carrier representatives in the implementation of "Sadie Hawkins Week."

ARTICLE XII

GENERAL

(1) Nothing in this Agreement is intended to modify or supersede the Basic Crew Consist Agreement of September 15, 1980 or the UTU (C&T&Y) Schedule Agreements except where specifically amended by the provisions of this Agreement.

(2) It is understood that this Agreement is not a precedent for any other negotiation and will not be cited by either party in any other negotiation. It is further understood

that this Crew Consist Modification Agreement is a "second brakeman/helper" agreement between Union Pacific Railroad Company and the United Transportation Union and the provisions of said Agreement are not subject to change by provisions of any "National Settlement" between the National Carriers' Conference Committee and the United Transportation Union which address the second brakeman/helper issue. This provision shall not, however, restrict the Carrier's right to pursue conductor-only operations under the provisions of any subsequent UTU "National Settlement".

(3) (a) Trainmen who are borrowed-out from other seniority districts shall be required, prior to implementation, to either (1) return to their home seniority district and relinquish all seniority and service rights on this territory, or (2) retain their seniority and service rights on this territory and relinquish all seniority and service rights on their home seniority district. Should the trainmen elect to retain rights on this territory they will lose all benefits provided to them as borrowed-outs.

(b) In no event will borrowed-out trainmen be entitled to a duplication of benefits under this agreement and their home seniority district agreement. Should such trainmen elect and receive a separation allowance under this Agreement, it will sever all seniority rights with the Carrier.

(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 specific provisions of this Agreement governing pure attrition; protected employees, car limits and train length (which have been eliminated by the Crew Consist Modification Agreement), special allowance payment to reduced crew members, productivity fund deposits and administration thereof. This provision does not restrict the Carrier's right to pursue conductor only operations under the provisions of any subsequent UTU "National Settlement".

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

SIGNED AT SALT LAKE City THIS 16 DAY OF APRIL, 1991.

FOR THE ORGANIZATION:

R. E. Carter
R. E. Carter
General Chairman

D. L. Smith
D. L. Smith
General Chairman UTU-C

FOR THE CARRIER:

L. A. Lambert
L. A. Lambert
Director Labor Relations

R. Meredith
General Director -
Employee Relations/Planning

APPROVED:

B. A. Boyd, Jr.
Vice President

ATTACHMENT "I"
SEPARATION ALLOWANCE

I. OPTIONS AVAILABLE TO TRAINMEN DESIRING SEPARATION

Successful applicants for separation pay under Article II of the Agreement effective May 1, 1991, shall be offered the following three (3) options:

Option 1. Payment of a lump sum separation allowance equal to the greater of the applicant's trainman's earnings on the seniority district during either the 1989 or 1990 calendar year, with a minimum of \$50,000.00 Dollars or \$35,000.00 Dollars, whichever is appropriate. That amount will be reduced by the applicable payroll deductions, including Federal and State taxes. The applicable provisions of Sections IV and V of this Attachment not in conflict with this sub-section, shall apply in situations where trainmen have elected Option No. 1.

Option 2. Payment of a separation allowance equal to the greater of the applicant's trainman's earnings on the seniority district during either the 1989 or 1990 calendar year, with a minimum of \$50,000.00 Dollars or \$35,000.00 Dollars, whichever is appropriate, payable in equal monthly payments for up to twelve (12) months, including a Career Assessment/Outplacement package as follows:

- A. Career Assessment/Aptitude Testing
- B. Education/Tuition Aid
- C. The use of an Employment Agency

The applicable provisions of Sections IV and V of this Attachment not in conflict with this sub-section, shall apply in situations where trainmen have elected Option No. 2.

This option is subject to the provisions contained in Section II of this Attachment.

Option 3. Payment of a separation allowance equal to the greater of the applicant's trainman's earnings on the seniority district during either 1989 or 1990 calendar year, with a minimum of \$50,000.00 Dollars or \$35,000.00 Dollars, whichever is appropriate, payable in equal monthly payments for up to twenty-four (24) months for trainmen eligible to retire within two years under the provisions of the Railroad Retirement Act.

The applicable provisions of Sections IV and V of this Attachment not in conflict with this sub-section, shall apply in situations where employees have elected Option No. 3.

This option is subject to the provisions contained in Section III of this Attachment.

II. SEPARATION ALLOWANCE UNDER OPTION NO. 2

If requested, the separation amount will be paid in equal monthly installments not to exceed twelve (12) months. Trainmen electing this option shall be relieved from duty, but considered in active service until the expiration of the last monthly installment at which time their service and seniority shall be terminated. Separation compensation paid in these

monthly installments will be considered the same as regular compensation insofar as taxation and hospital dues deductions are concerned. However, this separation compensation will not be considered as qualifying payments for the purpose of applying the National Vacation Agreement nor will this extended time entitle such trainmen to any other compensation benefits under the Basic or National Agreements which may apply as a result of being considered as a furloughed active trainman of the Company. It is understood that all health and welfare benefits, as well as all contributions toward Railroad Retirement Tax, shall be continued during the period that the monthly installments are in effect.

For those trainmen choosing Option 2, the Carrier will also make the Career Assessment/Outplacement Package available. The trainman may choose any or all of the following, but must indicate their desire at the time the separation request form is presented to the Carrier. The Career Assessment/Outplacement Package contains:

- A. Career Assessment Counseling. - The Carrier will provide career evaluation services and counseling from a Carrier approved provider of such services for trainmen contemplating career changes. This service will be available for a period of up to one (1) year from date Option No. 2 was chosen.
- B. Tuition Aid. - The Carrier will provide up to Three Thousand Dollars (\$3,000) for a period not to exceed five (5) years from date of termination for tuition,

books and fees paid direct to an accredited school for those trainmen seeking education and training associated with their career choice.

- C. Employment Agency. - The Carrier will provide for placement service and for the direct payment of all fees, if any, not to exceed Two Thousand Dollars (\$2,000) associated with the use of a Carrier approved employment agency within two (2) years from the date the trainman terminated their service with Carrier.
- D. A trainman may elect the Two Thousand Dollars (\$2,000) specified in Option C to be applied toward the tuition aid specified in Option B rather than being utilized for placement service.

III. SEPARATION ALLOWANCE UNDER OPTION NO. 3

Trainmen afforded separation under Option No. 3 of this Agreement who are or will become eligible for retirement under the Railroad Retirement Act within a period of twenty-four (24) months, may elect to have their separation allowance paid in equal monthly installments not to exceed twenty-four (24) months or upon attaining age 62, whichever first occurs.

Trainmen electing this option shall be relieved from duty, but considered in active service until attaining retirement eligibility at which time their service and seniority shall be terminated. Separation compensation paid in these monthly installments will be considered the same as regular compensation insofar as taxation and hospital dues deductions are concerned. However, this separation compensation will not be considered as

qualifying payments for the purpose of applying the National Vacation Agreement, nor will this extended time entitle such trainmen to any other compensation benefits under the Basic or National Agreements that may apply as a result of being considered as a furloughed active trainmen of the Company. It is understood that all health and welfare benefits as well as all contributions to Railroad Retirement Tax shall be continued during the period that the monthly installments are in effect.

IV. APPLICATION PROCESS

Only the prescribed Request Form (Attachment "I-A") may be used. Any other methods of requesting options received from trainmen other than this prescribed form will not be considered as a valid separation request. In addition to forwarding the Request Form to the designated Carrier official, interested applicants must also submit completed copies to the individuals listed on the form. In the case of a dispute as to whether the form was submitted on time, etc., the deciding factor will be receipt of the Request Forms to all concerned and absent such receipt may result in having the Request Form considered as invalid.

V. GENERAL UNDERSTANDINGS

It is understood that a trainman who accepts the separation amounts set forth in this Attachment, will also be compensated at the time of separation (lump sum or first monthly installment), any unused vacation remaining in the calendar year, as well as any earned vacation for the following year. (This does not include unused personal leave.)

Trainmen awarded lump sum separations under Options No. 1 or No. 2 of this Attachment will be considered to have resigned from service, terminating all seniority rights with the Carrier except where the separation date is extended due to operational requirements, which will not exceed sixty (60) days except by mutual agreement between the parties.

In the event of the death of a trainman receiving monthly payments under Options No. 2 or 3 of this Agreement, the trainman's estate shall be promptly paid all remaining amounts.

ATTACHMENT "I-A"

REQUESTS FOR EMPLOYMENT ALTERNATIVES PROGRAM/
PRODUCTIVITY INCENTIVE ALLOWANCE

In accordance with the Agreement effective May 1, 1991, I hereby request to execute one of the following options:

SEPARATION ALLOWANCE

Check One ☐ 1989 earnings _____ (Amount)
☐ 1990 earnings _____ (Amount)
☐ \$50,000 (5+ years of service)
☐ \$35,000 (0-5 years of service)

Option 1: ☐ Lump Sum Separation

Option 2: ☐ Lump Sum Separation or
☐ Monthly Installments of _____ Months
(not to exceed 12 months)

plus

(Check appropriate boxes) ☐ Career Assessment Counseling
☐ Tuition Aid
☐ Employment Agency
☐ Supplemental Tuition Aid

Option 3: ☐ For employees eligible to retire within two years, payment in _____ monthly installments not to exceed 24 months or age 62, whichever first occurs.

-or-

PRODUCTIVITY INCENTIVE ALLOWANCE

Check One ☐ \$10,000 (0-5 years of service)
☐ \$15,000 (5+ years of service)
☐ In lieu Option (Circle One: a b c d)

PLEASE PRINT

FULL NAME _____
SOCIAL SECURITY NUMBER _____
SENIORITY DISTRICT & DATE _____
POSITION AND TITLE LOCATION _____
CURRENT HOME ADDRESS _____
PHONE NUMBER _____
SIGNATURE _____

Mail to:
Union Pacific Railroad Company
Labor Relations
1416 Dodge Street
Omaha, NE 68179 (Attn: C. R. Wise - Room 332)

cc: General Chairman, UTU

ATTACHMENT II

Union Pacific

Agreement Employee 401(k) Retirement Thrift Plan

Answers to your questions about the 401(k) Retirement Thrift Plan.

Q: When can I enroll?

A: If you are an active employee on the roster of an eligible district, you may enroll when the Plan is first offered or anytime thereafter. If you join an eligible district after the date the Plan is first offered, you may join immediately upon completion of one year of service with Union Pacific.

Q: Do I have to complete an enrollment form to participate in the Plan?

A: Yes, you must complete the Enrollment/Change form to participate. Initially this form will be part of the enrollment package.

Q: How much can I contribute to the 401(k) Retirement Thrift Plan?

A: You may contribute from 2% to 8% of your annual W-2 compensation. This is done through payroll deductions up to the maximum allowed by law for each year (\$7,979 for 1990). The percentage selected by you will also be the amount deducted from your productivity fund payment.

Q: How often can I change my contribution percentage?

A: You can change your contribution percentage once every six calendar months by filling out the "change" portion of the Enrollment/Change form and sending it to Force Management, Room 305, in Omaha.

Q: Can I temporarily suspend my contributions?

A: Yes, by completing the appropriate portion of the Enrollment/Change form. Please note that you must suspend your entire contribution for at least three calendar months. You must submit another Enrollment/Change form when you wish to reinstate your participation. Upon reinstatement, your contribution rate will be the same as the pre-suspension rate.

Q: How do "before-tax" savings differ from "after-tax" savings?

A: Before-tax savings are deducted from your pay and contributed to the Plan before Federal, state and local income taxes are withheld; so taxes withheld during the year are less because your taxable income is lower. Note, however, that contributions are still subject to Railroad Retirement taxes. With after-tax savings, your entire pay is taxed before your retirement plan savings are deducted.

Example: Net take-home pay to save \$2,400 per year*

WITHOUT 401(k)		WITH 401(k)	
Salary	\$30,000	Salary	\$30,000
Tax @ 20%	6,000	401(k) 8%	2,400
Take home	\$24,000	Take home	\$27,600
8% of \$30k Savings	2,400	Tax @ 20%	5,520
Net Take Home	\$21,600	Net Take Home	\$22,080

* Neither example includes Railroad Retirement tax deductions.

Q: Can I make after-tax contributions to this Plan?

A: No.

Q: Can I roll over a distribution from another qualified 401(k) plan or an IRA into the Union Pacific Agreement Employee 401(k) Retirement Thrift Plan?

A: No.

Q: What if I have questions about eligibility or how much I can contribute?

A: All such questions should be directed to Force Management Systems in Omaha. Area Code 402-271-4577 or 271-2114 on the network.

Q: Who provides recordkeeping services and investment vehicles for the Union Pacific Agreement Employee 401(k) Retirement Thrift Plan?

A: The Vanguard Group of Investment Companies provides recordkeeping services and investment vehicles for your 401(k) plan. Vanguard offers qualified Union Pacific agreement employees diversified investment alternatives and a broad array of professional services, including accounting and reporting.

Q: Who is the Trustee of the Plan?

A: Vanguard Fiduciary Trust Company.

Q: What is Vanguard?

A: The Vanguard Group of Investment Companies, based in Valley Forge, Pennsylvania, traces its roots to 1928, when its first mutual fund—Wellington Fund—was founded. Today, Vanguard offers investors a wide variety of investment portfolios and has aggregate net assets under management in excess of \$50 billion. Vanguard currently serves more than two million investor accounts, and ranks as the nation's largest pure no-load mutual fund complex.

Q: Why has Union Pacific selected Vanguard to manage the Agreement Employee 401(k) Retirement Thrift Plan?

A: We believe that the 401(k) Retirement Thrift Plan offers our employees an excellent method of saving for their retirement. In order to encourage your participation, we have endeavored to provide you with the best recordkeeping and investment services available. The Vanguard Group offers you quality investment alternatives and technologically-advanced recordkeeping services.

Q: What are my investment choices?

A: You may choose from among the following Vanguard investment alternatives:

Code	Portfolio Name
21	Wellington Fund (<i>A Balanced Fund</i>)
40	Vanguard Index Trust-500 Portfolio (<i>A Growth and Income Fund</i>)
8H	Vanguard Variable Rate GIC Trust (<i>A Guaranteed Investment Contract Trust</i>)

You may invest your contribution in one fund or divide it among the alternatives in 25% increments.

Q: How do I select the appropriate investment alternatives to meet my specific needs?

A: Enclosed in your enrollment kit is a brochure prepared by Vanguard entitled, "A Guide to Investing," which includes five steps to making an investment decision. These steps may help you in making your investment selection(s). The five steps are:

- Establish your investment goal and strategy.
- Determine how long you will be investing.
- Determine the amount of risk you want to accept.
- Consider your other savings and investments.
- Evaluate the choices and make a selection.

Q: Whom do I call with a question about the Vanguard investments?

A: A Vanguard Participant Services Representative will be happy to help you with any questions you may have about your investment alternatives. These Representatives are knowledgeable about the Vanguard Funds, and have been tested and licensed by the National Association of Securities Dealers. You may call a Participant Services Representative to:

Discuss Your Investment Objectives—Use them as a "sounding board" to help you determine your investment plan goals.

Determine Risk Factors—Each investment selection has its own level of risk . . . and each investor has his or her own level of risk tolerance. A Vanguard Representative can help you determine how much risk you may be willing to assume before you invest—so you can match an investment alternative to your particular risk preference.

Evaluate Investment Performance—Many investors review an investment's past performance when considering an investment decision. Though past performance is not an assurance of future returns, discussing an investment's track record may assist you in making a prudent investment decision.

Order Prospectuses—Vanguard can provide prospectuses for each of the mutual funds available in your Plan. A fund's prospectus contains detailed information on the fund's objective, investment strategy, expenses, and risks. (A prospectus is not available for the Vanguard Variable Rate GIC Trust.)

While Vanguard Representatives cannot make your decision for you, they can answer any questions you may have regarding your investment selections or strategies . . . so you can make an informed investment decision.

A Vanguard Participant Services Representative may be reached from anywhere in the United States by calling toll-free:

Monday through Friday 9:00 a.m.—5:00 p.m. (Eastern Time)

1-800-523-1188

Extension 5011

Q: I would like to keep track of how much I have invested in the Plan. How often will I receive a statement of my account?

A: Vanguard will mail a statement of your account to your home at the end of each calendar quarter. This concise, easy-to-read statement will list the balances in each of the investment alternatives you select, as well as the contributions you have made, and any appreciation or depreciation that may have occurred.

In addition, you will receive periodic financial reports from the mutual fund(s) in which you are invested. These reports offer information on fund performance, list fund portfolio holdings, and describe some of the portfolio manager's investment strategies and opinions.

You may also follow your investments through your daily newspaper. The prices of the Vanguard funds that you have selected can be found in the mutual fund listings of most major newspapers. Since the Vanguard Variable Rate GIC Trust is not a mutual fund, you must call a Vanguard Participant Services Representative to obtain yield information.

You may also call a Participant Services Representatives toll-free (see above) for price, yield, and total return quotes, or for answers to any other questions you may have about your investment choices.

Q: What if I have a question about my personal account?

A: Vanguard Participant Services Representatives are available, via the toll-free number, to answer any questions you may have or to complete any transactions you may wish to make.

The Participant Services Representative's responsibilities include:

- Answering your telephone inquiries and addressing statement concerns.
- Processing the exchange of existing (or "old") money from one investment alternative to another. These instructions can be made by calling the toll-free number below.
- Processing changes to your investment selections—to direct "new" money (future contributions, if applicable) into new investment selections.
- Providing you with a current account balance.
- Providing an account transaction history through the previous business day.
- Participant Services Representatives will be available to serve you during regular business hours (9:00 a.m. to 5:00 p.m., Eastern Time) on days when the New York Stock Exchange is open.
- Vanguard Participant Services Representatives can be reached at the following toll-free number:

**1-800-523-1188
Extension 5011**

Q: How often can I change my investment choices?

A: You may change your investment choices once every six calendar months.

Q: What are the different types of "changes" I can make (*every six calendar months*) to my Plan accounts?

A: *Exchanges*—moving money in 25% increments from one investment alternative to another (e.g., 25% from Vanguard Index Trust-500 Portfolio to Wellington Fund). You can make an exchange by calling your Vanguard Participant Services Representative toll-free. Please note that an exchange only affects "old" money, or dollars already contributed plus earnings in your account. An exchange does not affect the manner in which your current and future contributions will be invested.

Investment Allocations—changing the direction of future contributions going into your Plan accounts. This affects only the direction of "new" money, and not dollars that are already invested in the various alternatives available in the Plan. You may call Vanguard's toll-free number to change your investment allocations.

Q: If I should separate from service, am I able to maintain my investments in the 401(k) Retirement Thrift Plan?

A: If your current balance is less than \$3,500, you will automatically receive a lump-sum distribution. If it is \$3,500 or greater, you have the option to either maintain your investments in the Plan or to request a distribution. Keep in mind that, regardless of your balance, if you should leave the company, you will be able to continue the tax deferral of your accumulated balance by rolling these amounts over into your new employer's 401(k) plan or an Individual Retirement Account (IRA).

A participant who is entitled to receive payment of a benefit of more than \$3,500 may elect *to receive such benefit as soon as administratively practicable or to defer receipt of such benefit until his normal retirement date* by filing an election no later than three months following the date such participant becomes entitled to receive such benefit. If no election is received by this date, the participant will be deemed to have made an irrevocable election to defer receipt of his benefit until his normal retirement date (age 65).

Q: Under what circumstances may I withdraw my assets from the Plan?

A: A withdrawal of assets plus any earnings may only occur under the following circumstances:

- Termination from employment
- Death
- Total disability
- Financial hardship

Q: What is deemed a "financial hardship" under the Plan?

A: The term "financial hardship" means an immediate financial need that has created or is likely to create a hardship for the participant and thereby constitutes a "qualified emergency" as defined under Internal Revenue Service (IRS) regulations.

Hardship withdrawals are restricted to the following "qualified emergencies":

- Payment of tuition expenses for the next semester or quarter of post-secondary education for the participant, his/her spouse or child or dependent.
- Unreimbursed medical expenses that would be deductible for Federal income tax purposes.
- The purchase (excluding mortgage payments or rehabilitation costs) of the participant's principal residence.
- The need to prevent eviction of the participant from his principal residence or foreclosure on the mortgage of the participant's principal residence.

In addition to the conditions noted above, the distribution may not exceed the amount of the immediate and heavy financial need. Further, contributions to the Plan must be suspended for a minimum of twelve months after the hardship withdrawal is granted.

ATTACHMENT III

CREW CONSIST PRODUCTIVITY
FUND PLUG REPORT

THE FOLLOWING LOS ANGELES RESERVE BOARD EMPLOYEES WERE ON VACATION DURING
FEBRUARY.

A. J. LIPPENCOTT 000-00-0000 7 DAYS FROM 02/05 - 02/11
A. J. LIPPENCOTT 000-00-0000 7 DAYS FROM 02/19 - 02/25

DATE ENTRY	TOTAL TRAINMEN ASSIGNED	VACATION OFFSET	ADJUSTED ASSIGNED	SHORT CREW SLIPS PAID	% OFFSET	TOTAL USING %	FUND PLUGS
02/01	021	0	021	055	071%	014	041
02/02	021	0	021	053	071%	014	039
02/03	021	0	021	032	071%	014	018
02/04	021	0	021	045	071%	014	031
02/05	021	1	020	046	071%	014	032
02/06	025	1	024	045	071%	017	028
02/07	025	1	024	053	071%	017	036
02/08	024	1	023	049	071%	016	033
02/09	024	1	023	049	071%	016	033
02/10	022	1	021	033	071%	014	019
02/11	025	1	024	037	071%	017	020
02/12	024	0	024	057	071%	017	040
02/13	028	0	028	052	071%	019	033
02/14	028	0	028	052	071%	019	033
02/15	028	0	028	056	071%	019	037
02/16	025	0	025	053	071%	017	036
02/17	025	0	025	039	071%	017	022
02/18	025	0	025	032	071%	017	015
02/19	025	1	024	052	071%	017	035
02/20	025	1	024	055	071%	017	038
02/21	025	1	024	055	071%	017	038
02/22	025	1	024	053	071%	017	036
02/23	025	1	024	052	071%	017	035
02/24	025	1	024	033	071%	017	016
02/25	025	1	024	037	071%	017	020
02/26	024	0	024	056	071%	017	039
02/27	019	0	019	055	071%	013	042
02/28	019	0	019	050	071%	013	037
				1,336		454	882

(Letter #1)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

This refers to the Modified Crew Consist Agreement effective May 1, 1991.

The parties recognize the complexities involved in this Agreement and in keeping with its intent and purpose and the rights and responsibilities of the parties thereunder, arrangements will be made for periodic conferences for the purpose of insuring smooth implementation and agreeing upon interpretations. For the first year following implementation of this Agreement such conferences shall be scheduled no less frequently than every ninety (90) days. If matters arise which require more expeditious handling, conferences will be held within thirty (30) days at the request of either party.

If the foregoing adequately and accurately describes our understanding and agreement, please execute in the space provided below.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T



D. L. Smith
General Chairman, UTU-C

(Letter #2)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU(C&T)
165 South West Temple
Arrow Press Square, Suite 110-6
Salt Lake City, UT 84101

Dear Gentlemen:

This is to confirm our discussions concerning the issue of when a trainman is "double deadheaded" (deadheaded to the away-from-home terminal/outside point and deadheaded back to the home terminal) while in freight service.

It was agreed that a trainman so "double deadheaded" will be allowed full miles for the return deadhead (from the away-from-home terminal/outside point to the home terminal). It was further agreed the term "full miles" for purposes of this understanding is the actual road miles of the deadhead with a minimum of a basic day for deadheads of eight (8) hours or less for trainmen hired before October 31, 1985, and a basic day for deadheads of eight hours or less for trainmen hired after October 31, 1985.

If the foregoing correctly sets forth our understanding, please affix your signature in the space provided below.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T



D. L. Smith
General Chairman, UTU-C

(Letter 3)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU(C&T)
165 South West Temple
Arrow Press Square, Suite 110-6
Salt Lake City, UT 84101

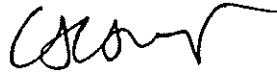
Dear Gentlemen:

This is to confirm our discussions of what is to be included in calculating differences and losses in earnings for all classes of service.

It was agreed that held-away-from-home terminal time payments will be included in calculating differences and losses in earnings for all classes of service.



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

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:


R. E. Carter
General Chairman, UTU-T
D. L. Smith
General Chairman, UTU-C

(Letter 4)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU(C&T)
165 South West Temple
Arrow Press Square, Suite 110-6
Salt Lake City, UT 84101

Dear Sir:

This is to confirm our discussions of Article IV, Section 2(b) of the Crew Consist Agreement of September 15, 1980.

It was agreed that when the Conductors' and Brakemen's Extra Boards are exhausted and there are no available protected road brakemen holding blankable road brakemen positions at that location, the Carrier shall use a must-fill conductor and/or brakeman (as needed) who is rested and available in accordance with existing work rules.

Once a trainman is so used in emergency service and returns to his/her home terminal, he/she will not be required to be available or accept call for additional service while his/her regular assignment is at work. Once his/her regular assignment is back at the home terminal, a new cycle will begin.

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

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



D. L. Smith
General Chairman, UTU-C



R. E. Carter
General Chairman, UTU-T

A G R E E M E N T

Between the

UNION PACIFIC RAILROAD COMPANY
(Western Region -Idaho Division)

and the

UNITED TRANSPORTATION UNION - C&T

* * *

TRAVELING SWITCHER ASSIGNMENTS

* * *

Section 1. Traveling switcher assignments may be made, providing all such service is performed within a zone extending 50 miles in each direction from the home terminal.

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 Vaco-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.

Section 4. Employees assigned to traveling switchers bulletined for 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 bulletined for 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.

Section 5. Employees in traveling switcher service

(5)
used outside of their assigned territory will be allowed a minimum of one basic day (8 hours) 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.

Section 6. Rules pertaining to initial and final terminal delay time and terminal switching will not apply to traveling switcher assignments.

Section 7. 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 8. 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 9. Assignments established pursuant to this Agreement shall be governed by the local starting time rules of the scheduled agreements.

Section 10. This Agreement supersedes all previous road switcher agreements.

This Agreement shall become effective MAY 16, 1991 and shall remain in effect until revised or cancelled in accordance with the procedures prescribed by the Railway Labor Act, as amended.

DATED AT OMAHA, NE THIS 16 DAY OF APRIL, 1991.

UNITED TRANSPORTATION UNION

UNION PACIFIC RAILROAD COMPANY

D. L. Smith
D. L. Smith
General Chairman, UTU-C

L. A. Lambert
L. A. Lambert
Director Labor Relations

R. E. Carter
R. E. Carter
General Chairman, UTU-T

(Letter 5-A)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

cc: Mr. B. A. Boyd
International Vice Pres., UTU
7545 20th Ave. NE
Seattle, WA 98115

Dear Gentlemen:


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

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

5. All new and existing traveling switchers will receive traveling switcher rate of pay through April 30, 1991. Effective May 1, 1991 the five-day yard rate of pay will apply to all traveling switcher assignments.

Please indicate your agreement by signing in the space provided.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T



D. L. Smith
General Chairman, UTU-C

(Letter 6)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

This refers to Article IV, (B)(3)(d) and the "note" thereof of the Modified Crew Consist Agreement effective May 1, 1991.

The note provides that Local Chairmen would not have the provisions of paragraph 3(d) apply to them when on a Guaranteed Extra Board. Discussions were held concerning the potential of other Union Officers being allowed the same provision.

The Carrier expressed concern with the potential for abuse of the rule, however, it was agreeable to extend the same benefits to Vice-Local Chairmen, Lodge Presidents, Secretary-Treasurers, and Legislative Representatives with the understanding that the Carrier could cancel that right upon thirty (30) days written notice to the General Chairman.

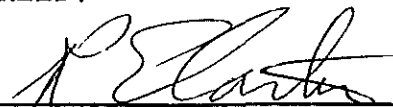
Should this be agreeable to you, please acknowledge by signing below.


Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T

D. L. Smith
General Chairman, UTU-C

(Letter 7)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

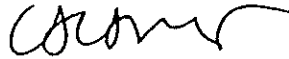
Your have consistently expressed concern about how Article X(2) will be applied. This section addresses the commitment that "no one will be furloughed as a result of the implementation of this Agreement."

In order that there is no misunderstanding as to the Carrier's intentions, we have agreed to the following for employees on the roster on implementation day:

- (1) No trainmen will be furloughed as a result of this Agreement.
- (2) Trainmen will be furloughed only as a result of a decline in business.
- (3) Prior to furloughing any trainmen, the Carrier will notify the General Chairman advising of the number of trainmen to be furloughed and the reasons why. Trainmen may be furloughed following this notification.
- (4) Should the General Chairman reject the Carrier's decision, the General Chairman may request expedited arbitration.
- (5) The arbitration shall be governed by the following:
 - (a) The Carrier pay the costs and expenses of the arbitrator.
 - (b) The arbitration shall be held within 20 days of the General Chairman's request for arbitration and the arbitrator shall render a decision within 20 days of the arbitration hearing.
 - (c) The Carrier shall have the burden of proving the furloughs were the result of a decline in business.
 - (d) Should the arbitrator find the Carrier did not meet its burden of proof, furloughed trainmen shall be entitled to lost wages.

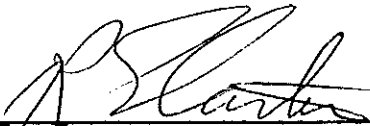
I trust this correctly reflects our understanding and eliminates your concerns. Should the above be acceptable to you, please acknowledge by signing below.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman UTU-T



D. L. Smith
General Chairman, UTU-C

(Letter 8)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

The parties, at the time of Modified Crew Consist negotiations, agreed to settle certain other matters. The attached Agreements, listed below, are to be entered into concurrently with the Modified Crew consist Agreement effective April 1, 1991, but are not a part of that Agreement. While effective on April 1, 1991, they stand alone and are governed by their own provisions.

The Agreements concern the following:

- (1) Deadhead Committee
- (2) Double Deadheads
- (3) Held Away From Home Terminal Time
- (4) Protecting Emergency Service
- (5) Traveling Switcher Assignments
- (6) Laying Off Union Business

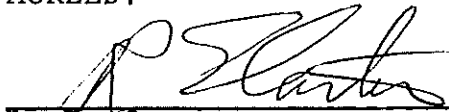
Should the above be agreeable to you, please acknowledge by signing below.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T



D. L. Smith
General Chairman, UTU-C

(Letter 9)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

This refers to the Productivity Incentive Allowance Program provided in Article I of this Agreement.

The parties recognize that trainmen may voluntarily or involuntarily exercise their seniority out of Territory 1 of the Seniority District after successfully obtaining that incentive allowance. The parties also recognize that such trainmen could also be eligible for the incentive allowance provided under this Modified Crew Consist Agreement for Territory 2. The ability to obtain both allowances, however, is not the intent of this program. Accordingly, the parties agree that in the event a trainman who received the incentive allowance in Territory 1 and subsequently transfers to Seniority Territory No. 2 cannot receive the Productivity Incentive Allowance provided for in this Agreement.

The Parties, however, also recognize that it is possible that trainmen may move between the two Territories and not obtain the Incentive Allowance under either Agreement. Accordingly, the Carrier assured the Organization that between the two Agreements all qualified trainmen will be provided the Productivity Incentive Allowance.

Finally, the parties are also aware that there are certain trainmen on the territory that are currently working on a full-time basis for the Carrier in the training of other trainmen on Carrier's ATCS computer system. In that regard, Carrier is agreeable in allowing those trainmen the allowance, provided that such trainmen must be qualified and able to immediately return to active train service on the territory.

If the above correctly sets forth our understanding, please execute in the space provided below.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T



D. L. Smith
General Chairman, UTU-C

(Letter #10)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU(C&T)
165 South West Temple
Arrow Press Square, Suite 110-6
Salt Lake City, UT 84101

Dear Gentlemen:

During our negotiations concerning crew consist issues, your Organization raised several issues concerning deadheading. It was alleged that certain provisions of Article VI-Deadheading of the 1985 National Agreement unfairly impacted a few trainmen.

A review of these issues revealed that when and how often a trainman is deadheaded is partially controlled by other factors including work rules. Some of the factors include not being rested, two or more crews called at the same time, run-around rules and held-away-from-home problems.

It is believed that the most productive method of dealing with these problems is to form a committee of Local Chairmen, Assistant Directors of Labor Relations and Managers of CMS to identify all the problems and propose solutions to us. This would permit us to deal with the entire deadheading situation as a whole and not on a piecemeal basis. These discussions would be handled as a part of the quarterly conferences referred to in Letter #1 herein.


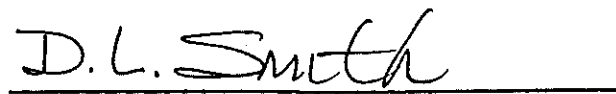
Should this be agreeable to you, please acknowledge by signing below.

Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:


R. E. Carter
General Chairman, UTU-T
D. L. Smith
General Chairman, UTU-C

(Letter #11)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:


This refers to the Modified Crew Consist Agreement effective May 1, 1991.

During our negotiations your Organization expressed a concern regarding South Central District crews operating in the commingled pools between Salt Lake City and Green River and between Salt Lake City and Rawlins. Specifically, it was the concern that future Modified Crew Consist negotiations on the Eastern District might result in a deviation from the current National Agreement provisions regarding payment for deadheading.

It is understood and agreed that should such an agreement be reached on the Eastern District, conference shall be promptly held to reach agreement covering those South Central District crews to insure that they will not be placed in a worse position vis a vis the other Eastern District crews in these commingled pools with regard to the proportionate number of deadhead trips made within such commingled pools.


If the foregoing correctly outlines our understanding and agreement, please so indicate by signing in the appropriate space below.


Yours truly,



L. A. Lambert
Director Labor Relations

AGREED:



R. E. Carter
General Chairman, UTU-T

D. L. Smith
General Chairman, UTU-C

(Letter #12)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

In regard to your Organization's concern with respect to the intent of the specific moratorium provisions set forth in Article XII, Sections 2 and 4, which both read, in pertinent part, that "nothing in this Modified Crew Consist Agreement restricts the Carrier's right to pursue 'Conductor-Only' operations under the provisions of any subsequent UTU 'National Settlement'", this letter confirms the Carrier's intent.

The only reason for the Carrier's insistence that these sentences be placed in the Agreement, both in Section 2 and Section 4, is that it would be indisputably clear that this Carrier would have the right to pursue Conductor-Only operations if such right were to be permitted by a National Agreement.

I trust this letter explains the reasons for Carrier's language in the general section of the Modified Crew Consist Agreement.

Yours truly,



L. A. Lambert
Director Labor Relations

cc:

Mr. B. A. Boyd, Jr.
Vice President UTU
7545 20th Ave. N.E.
Seattle, Washington 98115

(Letter 13)

Mr. R. E. Carter
General Chairman, UTU-T
P.O. Box 1333
Pocatello, Idaho 83204

Mr. D. L. Smith
General Chairman, UTU C&T
165 South West Temple
Arrowpress Square, Suite 110-6
Salt Lake City, Utah 84101

Dear Gentlemen:

This refers to the Modified Crew Consist Agreement effective May 1, 1991, specifically Article IV - Guaranteed Extra Boards.

The Parties agreed that Guaranteed Extra Boards will also be established as follows:

Yard Guaranteed Extra Board (Article IV, Section A)
- Idaho Falls, ID

Brakeman Guaranteed Extra Board (Article IV, Section B)
- Montpelier, ID

Brakeman Guaranteed Extra Board (Article IV, Section B)
- Twin Falls, ID

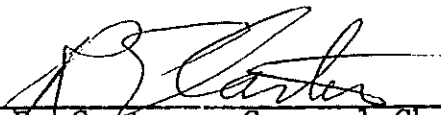
Brakeman Guaranteed Extra Board (Article IV, Section B)
- Rupert, ID

Brakeman Guaranteed Extra Board (Article IV, Section B)
- Dillon, MT ✓

Yours truly,



L. A. Lambert
Director Labor Relations


R. E. Carter - General Chairman, UTU-T

D. L. Smith - General Chairman, UTU-C