

2010/10/10

MEMORANDUM OF  
A G R E E M E N T

Between the

UNION PACIFIC RAILROAD COMPANY

OGDEN UNION RAILWAY AND DEPOT COMPANY

for the territories

SALT LAKE CITY - BUTTE

and

GRANGER - HUNTINGTON

and the

UNITED TRANSPORTATION UNION (C,T&Y)

\*\*\*\*\*

PREAMBLE

The purpose of this Memorandum of Agreement is to amend the applicable existing rules and practices, involving the Basic Crew Consist Agreement dated September 15, 1980 and the Modified Crew Consist Agreement of April 16, 1991, which address Crew Consist, Separation, Guaranteed Extra Boards, Reserve Boards, Productivity Funds, Special Allowances, Vacancy Recalls as well as all other related matters as provided herein. Any rules, practices, or agreements not specifically modified or eliminated by this agreement will remain in full force and effect.

ACCORDINGLY, IT IS AGREED:

ARTICLE I  
CREW CONSIST

1. The basic Crew Consist Rules regarding standard crew size set forth in pre-existing Crew Consist Agreements shall continue to apply to local, road switcher, non-revenue (work trains) and yard assignments covered by this agreement.
2. The Carrier shall be permitted to work conductor-only trains in pool freight

(including hours of service relief) based on the following:

- a. Conductor pools shall protect applicable pool freight service. When a brakeman is needed for pool freight service, the vacancy will be filled from the protecting extra board. Brakemen used in pool freight service shall be independent from the conductor and shall make the return trip only when called by the Carrier. A brakeman working to the away-from-home terminal shall not be worked back to the home terminal as a conductor except under conditions where there are no available conductors at the away-from-home terminal rested under the Hours of Service Act in which event the brakeman may fill the vacancy on an "emergency service" basis.

NOTE:

When a brakeman is called to work with a conductor, they will form a crew and will remain in that status for the completion of the one-way service trip.

Brakemen held at the away-from-home terminal shall receive continuous "held-away-from-home terminal time" (HAFHT) after being held 16 hours. Once called for an assignment or to deadhead, such "held away" time will cease upon departure of the train or deadhead. No more than eight (8) hours of HAFHT pay may be offset from an extra board guarantee during any one stay at the away-from-home terminal.

In no event will a brakeman be held at the away-from-home terminal more than twenty-four (24) hours. If not used by that time, the employe will be deadheaded to the home terminal.

- b. Upon implementation of this agreement, the Carrier may commence "Conductor-Only" operations in Pool Freight Service on those trains on which no more than three (3) work events are performed or scheduled to be performed between the initial and final terminal of the crew, regardless of train length or car count.

A work event is considered to be a straight pick-up or set-out. Picking up, setting out, or exchanging one or more locomotives and setting out a bad order car shall not be considered an event. Work performed in the initial and/or final terminals will be governed by applicable rules.

**Question #1:** Is a set out of cars at an intermediate point and then a pick-up of other cars at that same point two (2) or one (1) event?

Answer #1: Two (2) events.

Question #2: If a crew is required to pick-up or set out locomotives which have been or will be utilized by other assignments, will such movements be considered as work events?

Answer #2: Yes.

Question #3: Is the reblocking of the trains present consist of cars at an intermediate point considered a work event or events?

Answer #3: Yes.

NOTE: Should the "rear end device" cease to operate the "conductor-only operation" train will not perform any further work events enroute.

- c. "Conductor-Only" operation of pool freight service shall include made-up crews used to protect pool freight, business car specials, and light engine operation, as well as crews transported to a point between terminals to handle a train from that point to the final terminal.
  - d. It is understood that all Hours of Service relief on pool freight service shall be operated conductor-only, and shall be subject to the event restrictions set forth above, but such restriction will not be reduced by any work events which may have been performed by the crew being relieved.
  - e. Hours of Service relief for conductor/brakeman locals or road switchers and foreman/helper yard engines that will require work event or events enroute must consist of a conductor/brakeman or foreman/helper, which ever is applicable.
- 3. It is understood crews may be operated with a larger crew than provided for in this agreement should the Carrier deem it necessary. Efficiency and safety shall be prime considerations in determining when the larger crew will be used. Local UTU and Carrier Representatives will review local operations on a regular basis to ensure such operations are conducted to reflect the safest and most efficient manner.
  - 4. This Agreement and Article does not preclude or restrict the Carrier's existing agreement rights to establish or continue single-position assignments such as pilots, car retarder operators, etc. The Carrier may also establish single position utility jobs in terminals to assist road assignments in the

performance of terminal work. Such positions will be filled in accordance with bulletin and assignment rules as contained in the current Yardmen Schedule of Agreement. Employees working such positions will not be required to leave the switching limits and will be subject to Yard Schedule Rules with compensation at the foreman rate of pay. Where there is a yard extra board, employees on this board will be utilized for this service.

5. A conductor/foreman-only crew member will not be censured, disciplined or harassed if the conductor takes longer to perform work than the time by a crew with two (2) employees.
6. The Carrier shall be permitted to work conductor-only/foreman-only assignments in local, road switcher, non-revenue and yard service based on the following:
  - i. Except as provided in Section 2(e) of this Article, all Hours of Service relief which shall be subject to the three (3) work event restrictions;
  - ii. Yard assignments dedicated solely to transfer service.
  - iii. When one member of a conductor/brakeman or foreman/helper assignment is released from active service (as a result of sickness, family illness, etc.) after going on duty, the remaining member of the crew may complete the assignment when the remaining work only requires delivery, which will not exceed one (1) work event.
  - iv. Non-revenue service which will not have any work events between the initial and final terminal of the crew.
7. Notwithstanding Section 1 of this Article, should the Carrier, after eighteen (18) months from implementation of this agreement, determine it to be feasible from the standpoint of safety and efficiency to operate certain selected assignments in local, traveling switcher, non-revenue or yard service on a permanent basis with a crew of conductor/foreman only, this agreement does not preclude the serving of a notice to that effect by the Director of Labor Relations upon the General Chairman. Should the parties, upon consideration and conference regarding the request, be unable to reach agreement within thirty (30) calendar days that such particular assignment(s) may be operated with a crew of conductor/foreman only, the parties agree that such issue shall be resolved by final and binding arbitration. The arbitration proceeding shall be as follows:

- a. An arbitrator shall be agreed upon within ten (10) calendar days of impasse, or the NMB will be asked to appoint an arbitrator within such time.
- b. Hearings shall be held within thirty (30) calendar days of the date of selection or appointment.
- c. The arbitrator shall render a decision within thirty (30) calendar days from the date on which the hearing is concluded and/or the record is closed. The arbitrator's decision is limited to whether or not the assignment(s) may be operated with a crew of conductor/foreman-only, in line with the work event(s) limitations set forth in this agreement and may not consider any of the other issues contained in this agreement. The Carrier shall have the burden of presenting a thorough history of the particular assignment(s) and work events performed therewith.
- d. Expenses of the proceeding will be borne by the party incurring them. The fees and expenses of the arbitrator shall be shared equally by the parties.
- e. The provisions of this Section 7 are only applicable after this agreement has been in effect for eighteen (18) months and Carrier's right to convert such existing assignments to a conductor/foreman-only operation must be exercised within six (6) months thereafter. Failure on the part of Carrier to exercise this option under the time frames described herein will preclude Carrier from further changes on these assignments except through mutual consent with the Organization signatory hereto.

## ARTICLE II SEPARATION ALLOWANCE

- 1. As a result of this agreement, the Carrier on the effective date of this agreement shall solicit voluntary separation requests from eligible employees for a period of thirty (30) calendar days. The amount of the Separation Allowance shall be an amount equal to \$2,200 for each year of continuous service, such total will not however, exceed \$75,000 or the employees 1990 earnings, which ever is greater.
  - a. A year of continuous service is defined as six (6) months and one (1) day.

b. Examples of separation amounts are described:

- 31 years - 7 months continuous service  
equals 32 years x \$2,200 = \$70,400

- 22 years - 4 months continuous service  
equals 22 years x \$2,200 = \$48,400

2. The separation amounts will be subject to all deductions required by law and will be in addition to any vacation qualified days due an employee.
3. Employees electing separation shall be afforded the distribution options set forth in Attachment I. The terms of said Attachment I shall govern in the granting of separations.
4. Employees electing separation will have such total reduced by the lump sum Special Allowance that the employee may elect and receive under Article VI, Section 3(c) of this agreement.

### ARTICLE III EXTRA BOARDS

1. Effective on the implementation of this agreement, all existing extra boards both guaranteed and non-guaranteed will remain as currently applied and will be governed by the applicable rules to and including the Modified Crew Consist Agreement.
2. At the request of either party selected extra boards may be combined to guaranteed conductor/brakemen, conductor/brakeman/yardmen or brakeman/yardman boards. However, such establishment and combination of boards must be by mutual consent of both parties.
3. In the event mutual consent is reached, the following will be made on the selected board(s):

a. Combination Conductor/Brakeman Extra Boards

- i. Twenty (20) basic days per pay period for trainmen hired prior to November 1, 1985 and eighteen (18) basic days for trainmen hired on or after that date.

- ii. The rate will be the Conductor Local Rate of pay, 1-80 car count.
- iii. Trainmen occupying such board must have successfully completed the conductor's promotion examination and will be assigned by a seniority arrangement made between the parties.
- iv. Such combination extra board will be regulated by the Carrier subject to the obligation of the Carrier to keep a sufficient number of employees on such board to permit reasonable absence privileges. In that regard, the minimum number of extra board employees will equal twenty five (25%) percent of the must fill assignments protected by such board.
- v. Employees displacing to or displaced from the extra board will receive credit for guarantee purposes for that day if the employee will or has occupied that board for a period of not less than twelve (12) hours.
- vi. If there is an existing yardman guaranteed extra board at a location where a combination conductor/brakeman is established, the number of days guarantee for such yardman board will be increased to thirteen (13) basic days.
- vii. In the event a combination conductor/brakeman or conductor/brakeman/yardman board is established prior to one (1) year from the effective date of this agreement, non-promoted brakemen will be permitted to occupy such board, subject to the following conditions:
  - (1) The employee is unable to hold any assignment or reserve board in his/her home terminal (including outlining assignments protected from that source of supply).
  - (2) Any non-promoted brakeman on the extra board who is not utilized for service as a result of his/her non-promoted status will be placed on the bottom of the extra board with no reduction in guarantee.
  - (3) The guarantee for a non-promoted brakeman on a combination conductor/brakeman extra board shall be computed at the brakeman's through freight rate of pay rather than as provided in this Section 3(a). The guarantee shall be raised to the conductor's local rate of pay for the pay period during which the employee passes the conductors promotion examination.

- (4) Any non-promoted brakeman on a combination conductor/brakeman extra board shall be required to attend the first conductor promotion class held at the extra board location, unless the needs of the Carrier's service prevents such attendance. Failure to do so, or failure to pass the examination shall result in that employee being removed from the extra board.

b. Combination Conductor/Brakeman/Yardman Guarantee Extra Board

- i. Same as Section 3(a) except the guarantee basic days will be increased to twenty-one (21) for trainmen hired prior to November 1, 1985 and nineteen (19) for trainmen hired on or after that date.

c. Combination Brakeman/Yardman Guaranteed Extra Board

- i. Guarantee basic days the same as Section 3(b) except the rate of pay will be the yard helper rate.
- ii. The provisions set forth in Items iii, and iv of Section 3(a) will obviously not apply.

d. General Provisions

The provisions set forth in any of the applicable sub-sections of this Section 3 include all other conditions and requirements on guaranteed extra boards as set forth in the Modified Crew Consist Agreement.

ARTICLE IV  
RESERVE BOARDS

1. a. The Carrier shall establish Reserve Boards for eligible employees working on the territories comprehended by this agreement to accommodate all surplus first brakemen resulting from the implementation of this agreement. These Reserve Boards shall be known as Tier I Reserve Boards.
- b. The existing Reserve Boards, established by the modification agreement to accommodate all surplus second brakemen/helpers, shall continue, as modified by this agreement, and shall be known as Tier II Reserve Boards.
2. Employees, pursuant to the provisions set forth in Article VII, Section 1(b) of



this agreement as well as the applicable zone board rights under the Modified Crew Consist Agreements, may exercise seniority to available Reserve Board positions. However, should there be insufficient applications for available Reserve Board positions (there are more applications for must-fill positions than there are must-fill positions), employees will be force-assigned to a Reserve Board position in reverse seniority order. Appropriate Tier I positions either in the exercise of seniority or force assigned will be filled before Tier II positions are filled.

3. In order to occupy a Reserve Board position, whether Tier I or Tier II, an employee must have a seniority date on the territories comprehended by this agreement in train/yard service prior to the date of this Agreement; must be working in train/yard service immediately prior to assignment to a Reserve Board position and must be in active service as a trainman/switchman on the effective date of this Agreement. The provisions with respect to reserve board rights within each board zone as outlined in the Modified Crew Consist Agreements are still applicable.
4. (1) An employee placed on any Reserve Board shall remain in that status until:
  - a. The employee is recalled voluntarily to active service.
  - b. The employee is recalled involuntarily to active service.
  - c. The employee resigns or retires from the Carrier's employment.
  - d. The employee is discharged from employment by the Carrier.
  - e. The employee exercises seniority pursuant to the provisions set forth in Article V of the Modified Crew Consist Agreement.
- (2) Employees recalled from the reserve board will be in reverse seniority order, recalling from the Tier II Board first. Involuntary recalls will not be made from the Tier I Board until the Tier II Board is exhausted of employees.
5. Employees on the reserve board shall be paid in accordance with the following:
  - a. Tier I - 75% of the employee's established test period earnings under Modified Crew Consist. However, on March 1, 1992, the employees earnings for 1991 (trainman earnings only and excluding the lump sum allowance that was paid under Modified Crew Consist) will be compared with the established test period earnings and the higher of the two (2) will thereafter be applied.
  - b. Tier II - 70% of the employees established test period earnings under

Modified Crew Consist. However, on March 1, 1992, the employees earnings for 1991 (trainman earnings only and excluding the lump sum allowance that was paid under Modified Crew Consist) will be compared with the established test period earnings and the higher of the two (2) will thereafter be applied.

- c. The employees test period earnings are not subject to negotiated COLA adjustments and wage increases.
  - d. The employees 1991 earnings will not include the lump sum allowances paid under Article VI and VIII of this agreement.
6. No other payments shall be made to or on behalf of an employee on any of the Reserve Boards except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a Reserve Board brakeman/switchman 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. Employees assigned to any of the reserve boards shall be eligible for the Carrier's Tuition Aid Program.
7. Trainmen on any of the Reserve Boards 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 the purpose of determining whether such proficiencies have been maintained. In order to ensure that work proficiencies are properly maintained, each trainman on any of the Reserve Boards will be required to exercise seniority to a regular or extra assignment within the reserve board zone (seniority permitting) and remain off Reserve Board status for six (6) continuous months in every thirty (30) month period beginning with the implementation date of this Agreement.
8. Employees on the reserve board must hold themselves available for return to service upon fifteen (15) days notice.
- a. Employees responding to a telephone recall and "marking up" within twenty-four (24) hours thereafter will have their Reserve Board pay continued for fourteen (14) days from the date they received the telephone recall.

- b. Employees responding to a written recall and "marking-up" within four (4) days thereafter (on date of the first delivery attempt by certified mail) will have their Reserve Board pay continued for seven (7) days from the date they received the recall letter.
  - c. Recall shall be in reverse seniority order, except employees may make application to be recalled. Employees on either a Tier I or Tier II Reserve Board, with application on file with CMS, will be recalled to service in seniority order.
  - d. Employees on the reserve board not responding to recall under the provisions of the four (4) day written notice as identified in Item (b) above, will have their reserve board pay terminated on the fifth day. Employees must return to service in accordance with the provisions of this Section (fifteen days from day of notice) and failure to do so will result in the forfeiture of all seniority rights, subject to the discipline provisions set forth in the basic agreement.
- 9. Other non-railroad employment while on any of the Reserve Boards is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
  - 10. Employees on the Tier I or Tier II Reserve Boards may participate in Carrier sponsored "Borrow-Out" Programs in an effort to redeploy manpower on the Union Pacific System.
  - 11. Reserve Board payments will be considered as compensable service in determining the compensation due for vacation. Vacation pay received while on the Reserve Board will offset pay received under Paragraph 5. Time spent in reserve status will not count toward determining whether the employee is eligible for vacation in succeeding years. It will count in determining the length of vacation to which an employee, otherwise eligible, is entitled.
  - 12. Employees on any of the Reserve Boards are covered by Health and Welfare Plans, Union Shop, Dues Check-off, Discipline Rules and the Grievance Procedures that are applicable to employees in active service.
  - 13. Employees on any of the Reserve Boards are not eligible for holiday pay, bereavement leave, jury pay, and all other similar special allowances.
  - 14. Tier II Reserve Boards shall be the existing Reserve Boards and they shall continue at their present locations with their existing positions and zone rights.
  - 15. Tier I Reserve Board locations and zone rights will be the same as Tier II.

The positions on the boards shall be established as follows:

Tier I Reserve Boards

Nampa	22
Pocatello	70
Ogden	0
Salt Lake City (north)	20

16. The number of positions on each Tier I Reserve Board was established as follows:
  - a. 80% percentage of estimated conductor-only trains applied to the present number of pool freight first brakemen (50 first brakemen and 80% conductor-only operation equals 40 first brakemen slots on the Tier I Reserve Boards) plus
  - b. 55% percentage of the present extra board which protected the first brakemen positions assigned to the Tier I Reserve Board (20 extra board employees and 55% equals 11 additional Tier I slots).
17. It is understood that a Reserve Board will not operate when all protected employees or employees hired prior to the date of this Agreement are placed on either a guaranteed extra board or on a regular must-fill assignment within the reserve board zone.
18. The number of Tier I Reserve Board Positions will be adjusted to reflect operations after 120 days from implementation of this agreement and then at the completion of one (1) year from implementation another adjustment to reflect operations will be made.
19. Any provisions set forth in this Article shall prevail if in conflict with previous arrangements and/or understandings with respect to Reserve Boards and employees.

ARTICLE V  
VACANCY/ZONE RIGHTS

1. When permanent vacancies occur on regular must fill positions or extra board positions, trainmen may elect by seniority option, to fill the vacancies in accordance with existing rules. However, until such time as there are no Reserve Board employees (either Tier I or Tier II) within the applicable zone where the vacancies exist, trainmen not working within that zone will not be permitted to transfer into the zone or be assigned to any vacancy under the applicable application and/or bulletin rules.

2. Employees will not be permitted to exercise displacement rights outside of their current zone to another zone until such time as the other zone is exhausted of reserve board employees (either Tier I or Tier II). This exception however does not apply if an employee is unable to exercise seniority within his/her zone and the result would be the furlough of that employee.
3. The zone rights set forth in this Article are only in effect within a particular zone so long as there are employees assigned to a reserve board (either Tier I or Tier II). Once the applicable Reserve Board (both Tier I and Tier II) does not have employees assigned to such, other employees outside of the zone will be able to exercise their existing seniority rights to available positions.

ARTICLE VI  
PRODUCTIVITY FUND/SPECIAL ALLOWANCE

1. For each tour of duty operated on the territories comprehended by this agreement with a crew consisting of conductor/foreman-only or conductor/foreman and brakeman/helper, the Carrier shall continue to pay into the employee's Productivity Fund the sum of \$48.25, such payment to be in lieu of any payment which may have been required under pre-existing Crew Consist Agreements for operation of a reduced crew. The pre-existing methodology for the calculation of reserve board offsets against productivity fund deposits shall continue, and conductor-only operations will result in one productivity fund deposit in the same manner as for operation of crews consisting of one (1) conductor/foreman and one (1) brakeman/helper. However, there will not be any reserve board offsets against the Productivity Fund for employees occupying Tier I positions.
2. This payment will continue to be made in accordance with the basic Crew Consist Agreement and is only applicable to protected employees hired on or before such Crew Consist Agreement.
3.
  - a. The Special Allowance Payment of \$8.36 presently paid to crews operating with one (1) conductor/foreman and one (1) brakeman/helper shall continue as provided in the Basic Crew Consist and Modified Crew Consist Agreements.
  - b. Effective on the implementation of this agreement, a Special Allowance Payment of \$18.36 will be paid to a trainman operating under a "conductor/foreman-only" operation. This allowance will be paid and subject to COLA and wages adjustments in the same manner as the \$8.36 set forth in Section 3(a) above.

- c. In lieu of the Special Allowances set forth in Sections 3(a) and (b) of this Article, an employee may make election to receive a lump sum Special Allowance in the gross amount of \$14,500 on the effective date of this agreement. In order to be eligible for this lump sum allowance, the employee must be holding seniority on the territory comprehended by this agreement and is actively employed and receiving compensation as a trainman/switchman.
- d. Employees who do not qualify under Section 3(c) because they are on approved leave of absence, furloughed, or out of service for disciplinary reasons, or they have seniority in other crafts on the Carrier and are working in one of those other crafts, will upon returning to active service no later than December 31, 1993, as a trainman/switchman or being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Section 3 upon completing sixty (60) consecutive days in active service as a trainman/switchman or in reserve board status, or a combination of both.
- e. Employees qualifying for the payment provided in Section 3(d) of this Article must claim the allowance in writing.
- f. Employees electing the Lump Sum Special Allowance under this Section may elect to receive this allowance in January 1992. Such election must be made in writing to the Director of Labor Relations no later than December 6, 1991.

#### ARTICLE VII IMPLEMENTATION

- 1.
  - a. Fifteen (15) days prior to the effective date of this Agreement, the Carrier shall bulletin for a period of ten (10) days to all eligible employees on the territories involved herein, the opportunity to select one of the following options: Separation Allowance, Regular Assignment, Guaranteed Extra Board or Reserve Board.
  - b. Assignments to these options shall be made by seniority preference. It is understood all regular must-fill jobs and Guaranteed Extra Board positions must be filled initially by eligible employees.
  - c. The effective date of all assignments will be fifteen (15) days from the date of said bulletin.

2. Under this Article, an eligible employee is defined as an employee on the Union Pacific Railroad holding a regular or extra board trainman/yardman assignment or a reserve board position on the territories comprehended by this Agreement on July 1, 1991.
3. In the event, after all regular assignments and Guaranteed Extra Board positions have been filled, there are still surplus employees who are unable to hold an assignment in active service, such employees shall be placed on the appropriate Reserve Board for their zone.
4. Upon implementation of this agreement, employees will no longer be permitted to hold bankable positions. All brakeman positions in pool freight service and all second brakeman/second helper positions are bankable positions.

#### ARTICLE VIII AGREEMENT ALLOWANCE

1. Each employee who qualifies under the terms of Section 2 or 3 of this Article will receive a one time Agreement Allowance in the gross amount of \$3,500.
2. To be eligible to receive the payment provided under the terms of this Article, an employee must have a seniority date in train/yard service on the territories covered by this agreement on or before the effective date of this agreement, and be in active service on such territories as a trainman/yardman on the effective date of this agreement.
3. Employees who do not qualify under Section 2 because they are on approved leaves of absence, have seniority in other crafts on the Carrier and are working in one of those other crafts, are furloughed, or are out of service for disciplinary reasons, will, upon returning to active service no later than December 31, 1993 as a trainman/yardman or being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Article upon completing sixty (60) consecutive days in active service as a trainman/yardman or in reserve board status, or a combination of both. Employees qualifying for the payment provided in this Article pursuant to Sections 3 above must claim the payment in writing.

#### ARTICLE IX GENERAL

1. This agreement modifies the applicable Crew Consist and Modified Agreements

identified in the preamble hereof, and in any case of conflict, the terms and intent of this agreement shall prevail.

2. This agreement shall become effective December 5, 1991, and will be implemented, pursuant to Article VII on December 18, 1991.
3. 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 Crew Consist Modification Agreements), special allowance payment to reduced crew members, reserve boards and reserve board payments, employee productivity payments and administration thereof. This section will not bar the parties from making changes in the above provisions by mutual agreement.
4. All employees who established a seniority date prior to the effective date of the applicable Modified Crew Consist Agreements continue to be protected employees under provisions of those respective Modified Crew Consist Agreements.
5. All Employees hired prior to the effective date of this agreement are protected employees under the terms of this agreement.

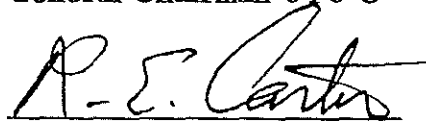
Signed at Omaha, Nebraska

this 5th day of December, 1991.

FOR THE ORGANIZATION:

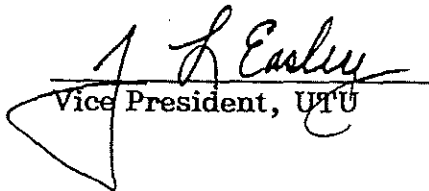


D. L. Smith  
General Chairman UTU C



R. E. Carter  
General Chairman UTU T

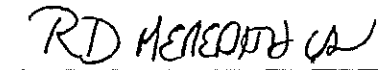
A P P R O V E D :

  
Vice President, UTU

FOR THE CARRIER:



L. A. Lambert  
Director - Labor Relations



R. D. Meredith  
Director - Employee Relations  
and Planning



UNION PACIFIC RAILROAD COMPANY



Side Letter 1

1416 DODGE STREET  
OMAHA, NEBRASKA 68179

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This will confirm our discussions concerning the Conductor-Only Crew Consist Agreement Reserve Board Conditions.

It was agreed an employee's W-2 Form, both from the Carrier and the UTU(C&T), would be used to determine the employee's 1991 earnings for Reserve Board test period earnings. Only Union Pacific, Territory 1 and 2 related earnings will apply (i.e., for actual service rendered on territories comprehended by this Agreement or Reserve Board pay on such territories).

It was further agreed that an employee's time lost for union business during 1991 would be included in computing the employee's earnings. The Organization will furnish the Carrier the necessary information to determine an employee's time lost for union business.

Finally, the parties agreed a formula was needed for computing test period earnings for qualified employees who might be absent for legitimate reasons during the applicable year. The following formula shall be used for qualified employees who were absent during 1991 account union work or approved medical leave: the average test period earnings of the two employees immediately senior and the two employees immediately junior to the absent employee on the appropriate seniority roster. If the above formula does not equitably represent an employee's

D. L. Smith  
R. E. Carter  
Side Letter #1

potential, the parties will review the matter. It is understood an absence due to personal business is not a legitimate reason for purposes of this paragraph.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



D. L. Smith  
General Chairman C



R. E. Carter  
General Chairman UTU T

UNION PACIFIC RAILROAD COMPANY



Side Letter #2

1416 DODGE STREET  
OMAHA, NEBRASKA 68179

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This will confirm our discussions concerning the Conductor-Only Crew Consist Agreement Reserve Board Conditions.


Carrier agrees as a result of the provisions set forth in Article V, each Tier I Reserve Board will only be reduced by one half (50%) for each non-furloughed employe within the reserve board zone accepting a separation allowance under the implementation of this agreement. In that regard, one (1) separation would not result in a deduction, nor would any amount that equals half numbers, i.e. 7 separations equals a 3.5 reduction that would be adjusted to 3 reductions.

In discussion of the language in Article IV, it was understood that the phrase "no other payments shall be made to or on behalf of an employe on the reserve board...." would not preclude an employe 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 board employe. The Carrier's requirement that trainmen who have been out of service for six (6) months or more must take Physical and Rule Examinations does not apply to a reserve board trainmen.

It was also understood in Article IV that employes on a Reserve Board are "in-service employes" and hence are subject to the same physical examination and rules requirements as other in-service trainmen. The requirements that trainmen who have been out of service for six (6) months or more must take physical and rules examinations does not apply to reserve board trainmen. Furthermore, employes 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 was understood that it is the intent of the parties that reserve status employes will be treated the same as other employes in active service, i.e., Reserve Board employes 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 requirement that Reserve Board employees must take and pass all required examinations. It is intended to ensure that Reserve Board employees will be treated the same as other active service employees.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



D. L. Smith  
General Chairman C



R. E. Carter  
General Chairman T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #3

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This has reference to Article III - Extra Boards of the Conductor-Only Crew Consist of Agreement.

During our negotiations we discussed the potential problem that may exist on current extra boards due to the fact that we have a large number of trainmen who have not been promoted to conductor. Obviously, as a result of the implementation of this agreement non-promoted employees may be limited in the exercise of their seniority and to resolve this problem it is agreed:

1. Effective December 5, 1991 all non-promoted brakemen holding seniority on the territories comprehended by this agreement will be placed on a conductor class list in their relative brakemen seniority order. Every brakeman on such list will be afforded the opportunity to take a conductors promotion examination pursuant to the basic agreement, and this Letter of Understanding and the out come of that examine will be unaffected by the outcome of the interpretation of the recommendations of P.E.B. #219 regarding conductor promotion.
2. Carrier shall, upon this agreement becoming effective, initiate an accelerated program to schedule and hold conductor promotion classes throughout the territory covered by this agreement. Every effort will be made to insure that all non-promoted brakemen have been afforded all due opportunity to take promotion under the terms of the basic agreement within one (1) year from the effective date of this agreement.
3. Every employe who takes and passes the examination shall retain their relative standing on the conductor class list established under this agreement. Employes who decline such promotion opportunity, or who fail to pass the examination shall be governed by the terms of the current agreement. Their future conductor promotion rights and obligations shall be then determined by the basic agreement as well as the application of the final interpretation of

P.E.B. #219.

If the foregoing adequately and accurately outlines our agreement in this regard, please so indicate by signing in the space provided below.

Yours truly,

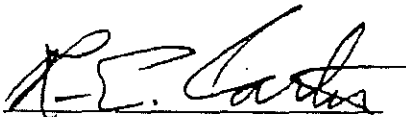


L. A. Lambert  
Director Labor Relations

A G R E E D :



D. L. Smith -  
General Chairman C



R. E. Carter  
General Chairman T

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



Side Letter #4

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This has reference to Article IV, of the Conductor-Only Crew Consist Agreement.

As a result of the provisions set forth in Article V, Carrier was agreeable in retaining the current level of Reserve Board compensation to that of 70%. In addition, Carrier was also agreeable to a new rate of 75% on the Tier I Reserve Board, both of which will be adjusted to reflect the employees 1991 earnings if greater.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert", with a stylized flourish at the end.

L. A. Lambert  
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #5

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This will confirm our discussions concerning the Conductor-Only Crew Consist Agreement.

Article IV, Section 8 provides for compensation for employees who report early when recalled to service. In that regard, the following will apply:

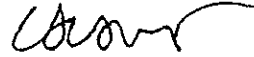
For each calendar week on the reserve board the employee should receive 1/52nd of reserve board pay entitlement and that amount would be paid over a period of five (5) days per week beginning Monday, as though assigned to a regular assignment with Saturday and Sunday rest days.

Therefore, if a reserve board employee is notified on Wednesday that he/she is recalled, the employee will continue to receive reserve board pay for the applicable number of days. For example, if the employee is under the fourteen (14) day recall compensation, the employee will continue receiving Reserve Board pay as follows: Thursday-Friday, Saturday-Sunday rest days, pay Monday-Friday, Saturday-Sunday rest days, pay Monday-Friday, Saturday-Sunday rest days, and pay Monday-Tuesday.




If the above properly reflects our understanding on  
this matter, please execute in the space provided below.

Yours truly,

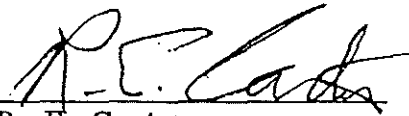


L. A. Lambert  
Director Labor Relations

A G R E E D :



D. L. Smith  
General Chairman UTU C



R. E. Carter  
General Chairman UTU T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #6

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This will confirm our discussions concerning certain issues not addressed in the Conductor-Only Crew Consist Agreement.

1. With respect to the implementation of ATCS and paperless trip slips, the Carrier recognizes the difficulty in documenting work events enroute. Accordingly, until such time as programming can be completed the lack of documentation will not be considered in the time claim process.
2. As a result of implementation on December 18, 1991, the Carrier agrees that 1992 vacation scheduling for trainmen will not be made until January 15, 1992.

If the above properly reflects our understanding on this matter, please execute in the space provided below.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert", written over a horizontal line.

L. A. Lambert  
Director Labor Relations

A G R E E D:

A handwritten signature in dark ink, appearing to read "D. L. Smith", written over a horizontal line.

D. L. Smith - General Chairman UTU C

A handwritten signature in dark ink, appearing to read "R. E. Carter", written over a horizontal line.

R. E. Carter - General Chairman UTU T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter 7

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This will confirm our discussions concerning the  
Conductor-Only Crew Consist Agreement.

With regard to the form covering the Special  
Allowance Option which allows trainmen to accept \$14,500 in lieu  
of Special Allowances paid under Crew Consist Agreements, it is  
agreed that the reference "to all future Special Allowances"  
refers only to the reduced crew special allowances referred to in  
the Salt Lake City - Butte, Granger - Huntington Crew Consist  
Agreements dated September 15, 1991, April 16, 1991 and  
December 5, 1991.

If the foregoing properly reflects our understanding  
on this matter, please execute in the space provided below..

Yours truly,

A handwritten signature in dark ink, appearing to be "L. A. Lambert".

L. A. Lambert  
Director Labor Relations

A G R E E D:

A handwritten signature in dark ink, appearing to be "D. L. Smith".

D. L. Smith  
General Chairman UTU C

A handwritten signature in dark ink, appearing to be "R. E. Carter".

R. E. Carter  
General Chairman UTU T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter 8

MR D L SMITH  
GENERAL CHAIRMAN UTU C  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

This has reference to Article I, Paragraph 7, of the  
Conductor-Only Crew Consist Agreement.

It is agreed that if additional conductor/foreman-  
only positions are created as a result of implementation of  
Article I, Paragraph 7, an equal number of Tier I Reserve Board  
positions will be established.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert". The signature is fluid and cursive, with a long horizontal stroke at the end.

L. A. Lambert  
Director Labor Relations

A G R E E D :

A handwritten signature in dark ink, appearing to read "D. L. Smith". The signature is written in a cursive style with a prominent "S" and "M".

D. L. Smith  
General Chairman UTU C

A handwritten signature in dark ink, appearing to read "R. E. Carter". The signature is written in a cursive style with a prominent "R" and "C".

R. E. Carter  
General Chairman UTU T

## ATTACHMENT "I"

### I. OPTIONS AVAILABLE TO EMPLOYEES DESIRING SEPARATION

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

1. Payment of the separation allowance in a lump sum that amount will be reduced by the applicable payroll deductions, including Federal and State taxes. The applicable provisions of Section V through VII of this Attachment not in conflict with this sub-section, shall apply in situations where employees have elected Option No. 1. An employee may elect to have this Separation Allowance paid in January 1992.
2. Payment of a separation allowance 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 Section V and VI of this Attachment not in conflict with this sub-section, shall apply in situations where employees have elected Option No. 2.

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

3. Payment of a separation allowance in equal monthly payments for up to twenty-four (24) months for employees eligible to retire within two years under the provisions of the Railroad Retirement Act.

The applicable provisions of Section V through VII 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 IV of this Attachment.

### II. ELIGIBILITY REQUIREMENTS

Employees submitting applications for separation must, on the effective date of the Agreement, hold seniority as a trainman/switchman on the Union Pacific Railroad Territory 1 or 2 and be actively employed and receiving compensation from the Carrier either as a regularly assigned, extra board or reserve board employee. A

furloughed employee shall also be considered eligible under this Section.

### III. SEPARATION ALLOWANCE UNDER OPTION NO. 2

If requested, the separation amount will be paid in equal monthly installments not to exceed twelve (12) months. Employees 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, union dues 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 employees to any other compensation benefits under the Basic or National Agreements which may apply as a result of being considered as a furloughed active employee 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 employees choosing Option 2, the Carrier will also make the Career Assessment/Outplacement Package available. The employee 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 employees 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 employees 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 date employee terminated their service with Carrier.
- D. An employee 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.

### IV. SEPARATION ALLOWANCE UNDER OPTION NO. 3

Employees 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.

Employees 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, union dues 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 employees to any other compensation benefits under the Basic or National Agreements that may apply as a result of being considered as a furloughed active employee 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.

#### V. APPLICATION PROCESS

Notices of this separation offer will be posted at affected Carrier locations. Additionally, all furloughed protected employees at the affected Carrier locations will receive notices at their home address. The Notices will advise the employees of this Agreement, separation amounts, eligibility requirements and the notification that the Request Form (Attachment "I-A") must be received by the Carrier no later than thirty (30) days after the posting date of the Notice. All completed Forms are to be mailed within the time limit prescribed above.

Only the prescribed Request Form may be used. Any other methods of requesting options received from employees other than this prescribed form will not be considered as a valid separation request.

Each applicant applying for options provided in this Agreement will be notified in writing of their acceptance or rejection no later than twenty (20) days after closing the notice period set forth above. A copy of the results will be forwarded to the General Chairman.

#### VI. GENERAL UNDERSTANDINGS

It is understood that an employee 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.

Employees awarded lump sum separations under Options No. 1 and No. 2 of this Attachment will be considered to have resigned from service, terminating all seniority right and all pending claims 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 an employee receiving monthly payments under Options No. 2 or 3 of this Agreement, the employee's estate shall be promptly paid all remaining amounts.

This Attachment has been designed solely to address a unique situation and is made with the understanding that it is to be without prejudice to either party's position and will not be cited as a precedent in the future.



**ATTACHMENT "I-A"**  
**REQUESTS FOR EMPLOYMENT ALTERNATIVES PROGRAM**

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

Option 1: \_\_\_\_\_ Lump Sum Separation

Option 2: \_\_\_\_\_ Separation in \_\_\_\_\_ Monthly Installments of \_\_\_\_\_ Months  
(Not to exceed twelve (12) months)

(Check any or all) \_\_\_\_\_ Career Assessment Counseling  
\_\_\_\_\_ Tuition Aid  
\_\_\_\_\_ Employment Agency  
\_\_\_\_\_ Supplemental Tuition Aid

Option 3: For employees eligible to retire within two (2) years, separation in \_\_\_\_\_ monthly installments not to exceed 24 months or age 62, whichever first occurs.

**PLEASE PRINT**

FULL NAME \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

SENIORITY DISTRICT AND DATE \_\_\_\_\_

POSITION AND TITLE LOCATION \_\_\_\_\_

CURRENT HOME ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Mail to:  
Union Pacific Railroad Company  
1416 Dodge Street  
Attn: Joe Cvetas Room 305  
Omaha, NE 68179

mcc-a.agt

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



December 4, 1991  
380.25-4  
380.25-6

MR D L SMITH  
GENERAL CHAIRMAN UTU C&T  
165 S W TEMPLE  
ARROWPRESS SQ SUITE 110-6  
SALT LAKE CITY UT 84101

MR R E CARTER  
GENERAL CHAIRMAN UTU-T  
P O BOX 1333  
POCATELLO ID 83204

Gentlemen:

On December 5, 1991, the parties including UTU Vice President J. Easley, met in Omaha, Nebraska to discuss and resolve the matter of the proposed "Conductor-Only" Modified Crew Consist Agreement which had been issued for employee ratification.

The proposed "Conductor-Only" Agreement was negotiated as a singular arrangement for both the Territory Los Angeles - Salt Lake City (commonly identified and hereinafter referred to as the California Division) and the Territory Salt Lake City - Butte and Granger - Huntington (commonly identified and hereinafter referred to as the Idaho Division). The single arrangement was primarily prepared due to the fact that employees have common seniority rights in both divisions. However, under the process as mandated by your Organization's by-laws, employee ratification was conducted separately between the two (2) divisions. Such ratification process was finalized the early part of this week and developed a situation where the only employees that accepted the Agreement Provisions and Benefits were those employees of the Idaho Division.

The parties agree that under this unique circumstance and primarily for the best interest of the employees of the Idaho Division, that the proposed "Conductor-Only" Agreement should be adopted. As such, the Agreement was amended to reflect only the Idaho Division and will be implemented for that Division under the dates and time schedules set forth in the Agreement. With regard to the California Division, other arrangements will be made under the arbitration process established by Presidential Emergency Board #219.

Having executed the Agreement, the parties also agree that it would be necessary to adopt this Letter of Understanding in order to establish for the record that the Agreement only has application for the Idaho Division. Further, for additional clarification, the following items were extensively discussed and addressed as follows:

## ARTICLE I - CREW CONSIST

### Article I, Section 2

As a point of clarification , does the term "including Hours of Service Relief" amend the current manner in which conductors are called or utilized? No. The only purpose of this clause was to clarify the fact that Carrier is permitted to work "Conductor-Only" on Hours of Service Relief for pool freight service. The manner in which it is determined who is to be called or whether or not the conductor works back or through to the final terminal, is based on the current schedule of agreement rules and/or understandings. This section does not alter these rules and/or understanding.

### Article I, Section 4

In regard to the single position utility jobs, the parties agree that a conflict may exist in the future with respect to the condition that these positions may assist yard assignments. Therefore, in order to avoid any possible future conflict, this particular provision was changed to read:

"...assist road assignments..."

### Article I, Section 7

In the event the parties are able to reach an agreement without the course of arbitration, any position of brakemen and/or helper that is reduced under a "conductor/Foreman-Only" operation will result in an equal number added to the Tier I Reserve Board. For example, if the parties mutually agree that one (1) yard engine and two (2) locals at a location may operate as "Conductor/Foreman-Only", it would result in the elimination of one (1) helper and two(2) brakemen. Secondly, that equal amount of three (3) reduced positions would be added to the existing Tier I Reserve Board within that particular zone.

## ARTICLE III - EXTRA BOARD

### Article III, Section 3(a)iv

After fully analyzing this provision the parties recognized that it is in conflict with existing practices and rules and therefore it was deleted in its entirety.

Article III, Section 3(a)iii

The Carrier agreed that it was not an issue of concern with respect to the question of what seniority date would be utilized when assigning employees to a combination Conductor/Brakeman Extra Board. Therefore, this provision was changed to read as follows:

"Trainmen occupying such board must have successfully completed the conductors promotion examination and will be assigned by a seniority arrangement made between the parties."

ARTICLE IV - RESERVE BOARD

Article IV, Section 6

The term "deduction of dues pursuant to an applicable union shop agreement and any other deductions authorized by agreement; and, any other legally required deduction" also includes the deductions for an employee's 401(K) plan.

Article IV, Section 8

Additional clarification was requested by the Organization with respect to an employee occupying a reserve board who may be unavailable for recall during certain periods of time. While the Carrier emphasized that the current provisions on this matter set forth in the Modified Crew Consist Agreement still applies, it agreed to re-emphasize this Modified Crew Consist Agreement provision as follows:

A trainman on the Reserve Board who is to be unavailable for more than seventy-two (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 and this period of unavailability cannot exceed thirty (30) days unless extended and authorized by CMS.

An employee on an authorized unavailable time period will not be subject to the termination of seniority under the recall provisions in Section 8(d) of the "Conductor-Only" Agreement while in that status. Furthermore, if a

trainman is displaced while on this unavailability time period, such employee 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.

#### ARTICLE V - VACANCY - ZONE RIGHTS

##### Article V, General

The Organization strongly argued that the Carrier should permit the employees with the opportunity to trade positions between zones while there are still employees on Reserve Boards. In that regard, the Carrier was agreeable to this proposal under the following conditions:

1. Trades between zones must be submitted by both employees in writing to the following three (3) parties:

CMS Director  
General Chairman  
Affected Local Chairman

2. Upon mutual consent by the three (3) parties, the employee's trade will be made without any expense to the Carrier and with no pay for any time lost.
3. Trades between zones will be on the employees identified positions, excluding reserve board positions, and must be made within three (3) days of the agreed upon trade. Employees will not be permitted to displace any other employees, nor will the trade result in the rebulletining of any position.

##### Article V, Section 2

The following question was posed with respect to the provisions in Article V, Section 2 of the "Conductor-Only" Modified Crew Consist:

"This provision stipulates that an employee may exercise seniority to another zone, irrespective of the fact that that new zone has reserve board employees, if the employees only other option is to be placed in a furloughed status. In that regard if an employee

does displace to the other (new) zone, can that employe return back to his/her former zone, seniority permitting, or is such employe restricted until his/her former zone is absent of reserve board employe as prescribed by Article V?"

This question was previously raised during our negotiations on the agreement and as Carrier stated in our meeting and now in writing, such restriction on an employe to return to his/her former zone is not in the spirit, intent or purpose of this Article. Therefore, Carrier is agreeable in allowing such employe to return, seniority permitting, to his/her former zone.

#### ARTICLE VI - PRODUCTIVITY FUND/SPECIAL ALLOWANCE

##### Article VI, Section 3(c)

The provisions set forth in this subsection were typographically in error, in that it now reads:

"In lieu of the special allowance set forth in Sections 3(a) and 3(b) of this Article.

This correction to the typographical error means that if an employe voluntarily elects the lump-sum special allowance in the gross amount of \$14,500, such employe will no longer receive any special allowance payment; either the \$8.36 or \$18.36 payment.

#### VII IMPLEMENTATION

##### Article VII, Section 3

For a point of clarification, this section is intended to point out that on the implementation of this agreement no employe will be placed in a furloughed status. Every employe will have an assignment and in the absence thereof, such employe will be placed on a Tier II Reserve Board position.

Further, and in line with the Modified Crew Consist Agreement, it was also clarified that on the implementation date of this Agreement any eligible trainman who is on a valid medical leave of absence or who is discharged from

service, who subsequently returns to service will not result in any current junior employe being unable to occupy a regular

assigned position or extra board. Rather, such employee will be placed on a Tier II Reserve Board.

#### IX - General

As a result of the need to separate the Idaho Division Agreement and to meet on this understanding, the parties agreed that the effective date of the Agreement would be December 5, 1991.

#### OTHER

##### Side Letter #7

The parties mutually agree that all the provisions in this Side Letter will be removed from the Agreement. However, the parties also agree to meet at a later time to re-evaluate the provisions set forth in this Side Letter.

##### Side Letter #8

After extensive discussions on this Side Letter, the Organization has elected to remove all of the conditions of this letter from the agreement and will handle the matter in a separate forum.

##### Attachment "I"

A question has been raised with respect to the term "pending claims" in Article VI of the General Understanding in the Separation Provision (Attachment "I") of the "Conductor-Only" Modified Crew Consist Agreement. Specifically, the provisions state:

"Employees awarded lump sum separation under Options No. 1 and 2 of this attachment will be considered to have resigned from service, terminating all seniority rights and all pending claims 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 regard to the term "pending claims", it is understood that it has no application to an employee who has a pending FELA claim and/or law suit against the Carrier. This term is only intended to apply for employees who have outstanding rule and/or discipline claims under the basic

Schedule of Agreement between your Organization and the Carrier.

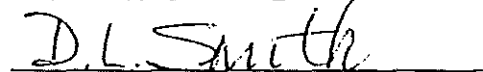
If this letter has accurately addressed and answered all issues relative to the "Conductor-Only" Agreement, its separation from the California Division and the amendments and clarifications thereto, please execute in the spaces provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

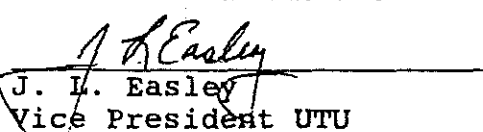
A P P R O V E D :



D. L. Smith  
General Chairman UTU C



R. E. Carter  
General Chairman UTU T



J. L. Easley  
Vice President UTU