

**MEMORANDUM OF  
AGREEMENT  
#2005029430**

between the

**SPOKANE INTERNATIONAL RAILROAD COMPANY**

and the

**UNITED TRANSPORTATION UNION - E - DIVISION**

\* \* \* \* \*

*RESERVE ENGINEERS - SPOKANE, WASHINGTON*

\* \* \* \* \*

Effective May 1, 1994, the Spokane International Railroad (Carrier) shall have the right to offer Reserve Engineer (RE) Status to any number of engineers working as such, who have seniority on the Carrier. When Carrier exercises the option for RE Status, it shall be granted to engineers in seniority order on a voluntary basis only and thereafter such engineer will be governed under the following provisions:

1. An engineer placed in RE Status shall remain in that status until:
  - i. The employe is recalled voluntarily to active service.
  - ii. The employe is recalled involuntarily to active service.
  - iii. The employe resigns or retires from the Carrier's employment.
  - iv. The employe is discharged from employment by the Carrier.
  - v. The employe exercises seniority pursuant to Memorandum of Agreement #221201905 (Bi-Annual Assignment Change).
  - vi. The employe exercises seniority pursuant to Sections 3 and/or 10 of this Agreement.

**NOTE 1:** The recall under Step ii will be in reverse seniority order.

**NOTE 2:** Employees exercising seniority under Steps v or vi will not be permitted to displace a junior employee holding an RE Status.

2.
  - (a) Employees in RE Status will be paid at seventy percent (70%) of the five (5) day basic yard engineer's rate for five (5) days per week. This rate is subject to future General Wage Adjustment including COLA.
  - (b) No other payments shall be made to or on behalf of an employee in RE Status except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of such employee except for deductions of income, employment or payroll taxes (including railroad retirement taxed) 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 in RE Status shall be eligible for the Carrier Tuition Aid Program.
3. Engineers in RE Status must maintain their engine service proficiencies while in such status, including successfully completing any retraining or refresher provisions required to maintain those proficiencies which may include the passing of any tests or examinations (including physical examinations) administered for purpose of determining whether such proficiencies have been maintained. In order to ensure that work proficiencies are properly administered, each employee in RE Status will be required to exercise seniority to a regular or extra assignment (seniority permitting) and remain off RE Status for six (6) continuous months in every thirty (30) month period beginning with the implementation date of this Agreement.
4. Employees in RE Status must hold themselves available for recall to active service upon thirty-six hours (36') notice.
  - (a) Employees responding to recall and marking up for service within one and a half hours (1 1/2') will have their RE pay continue for two (2) days, in addition to all other earnings.
  - (b) Employee responding to recall and marking up for service within twenty-four hours (24') will have their RE pay continue for one (1) day in addition to all other earnings.

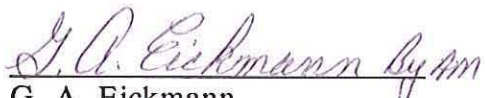
- (c) Employees must return to service in accordance with the provisions of this Section (thirty-six hours (36') from day of notice) and failure to do so will result in the termination of the RE pay with the employee subject to the discipline provisions set forth in the basic agreement.
  - (d) Recall to active service shall be in reverse seniority order, except senior employees may make application to be recalled in their respective seniority order.
5. Employees in RE Status may avail themselves for protection of emergency engine service if the applicable extra board is exhausted of available engineers. Employees in RE Status responding to such service at time of call will be paid for such performance of service over and above the employees RE compensation and in addition such employee will also be paid an additional RE compensation day.
- EXAMPLE: *Employee accepts at time of call a short vacancy in yard service. The employee will receive for that service a day's pay at the yard rate, his/her normal 70% RE compensation and an additional 70% RE compensation day.*
- 6.. Other non-railroad employment while in RE Status is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.
7. RE payments will be considered as compensable service in determining the compensation due for vacation. Vacation pay received while in RE Status will offset pay received under Item 2. Time spent in RE 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.
8. Employees in RE Status 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.
9. Employees in RE Status are not eligible for holiday pay, bereavement leave, jury pay, and all other similar special allowances.
10. As set forth in Section 1(vi) employees in RE Status may voluntarily return to active service but such election must be made upon thirty (30) days' advance notice to Carrier's Crew Management office (CMS). Employees requesting such status change will be returned to active service within the aforementioned days exercising seniority no later than eight hours (8') thereafter.

11. When junior employees are in RE Status, a senior active employee may replace such employee under the provisions of Memorandum of Agreement #2212019305 (Bi-Annual Assignment Change). Further, senior active employees with displacement rights will also be permitted to displace junior employees in RE Status.

This Memorandum of Agreement #2005029430 will remain in full force and effect unless cancelled by either parties in the future by the serving of a thirty (30) day advance notice.

Signed this 22nd day of April, 1994

FOR THE UNITED  
TRANSPORTATION UNION (E):

  
G. A. Eickmann  
General Chairman UTU C,T & E

FOR THE SPOKANE  
INTERNATIONAL RAILROAD CO.

  
L. A. Lambert  
General Director Labor Relations