

AGREEMENT

Between

UNION PACIFIC RAILROAD COMPANY

And The

UNITED TRANSPORTATION UNION (C&T)

Effective December 1, 1988, it is agreed the basic Crew Consist Agreement between the parties dated September 15, 1980, is amended as follows for the territory Hinkle North (Fourth and Fifth Seniority Districts and Spokane International).

ARTICLE I CREW CONSIST

(1) The basic crew consist for all crews operated on the territory north of Hinkle shall be one (1) conductor/foreman and one (1) brakeman/helper, subject to the provisions of Article VI.

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

ARTICLE II SEPARATION ALLOWANCE

(1) Beginning November 1, 1988, the Company will solicit for a period of thirty (30) days voluntary separation requests from eligible employees. The amount of the separation allowance shall be an amount equal to the greater of the employee's earnings on the territory Hinkle North during either the 1986 or 1987 calendar years, subject to all applicable taxes. There shall be a \$25,000 minimum separation allowance (subject to all applicable taxes).

(2) Under this Article II, an employee eligible for a separation allowance is an active or furloughed employee holding seniority on the territory north of Hinkle, and who is a protected employee under the basic crew consist agreement effective September 15, 1980.

(3)(a) Eligible employees applying for the separation allowance under (1) above may elect to receive the allowance in one lump sum payment or elect to receive it in four (4) equal amounts over a two (2) year period.

(b) Any employee who wishes to accept the separation allowance in four (4) equal amounts must give the designated officer notice when making application.

ARTICLE III
GUARANTEED EXTRA BOARD

(1) Existing extra boards shall be replaced and Guaranteed Combination Road Yard Extra Boards shall be established.

(2) The guaranteed mileage on these Guaranteed Extra Boards shall be the equivalent of 1700 miles per pay period at the Conductor's Traveling Switch Engine rate of pay. Guaranteed Extra Board pay will be prorated for days the employee is on the Guaranteed Extra Board.

(3) Payment of the guarantee shall be made in the payroll half following the payroll half in which the guarantee payment was incurred.

(4) The Reserve Board as provided for in Article IV of this Agreement will not be used to supplement the Guaranteed Extra Boards.

See p. 29
Ltr Agmt
dated
12-6-88 →
(5)(a) The Carrier shall regulate the number of employees on the Guaranteed Extra Boards, but the carrier shall ensure that a sufficient number of employees are on the Boards to protect the service and to allow for reasonable layoffs. Employees recalled from furlough or used in emergency service while furloughed will create a position(s) on the board for a period of seven (7) days.

(b) After 120 days, the parties shall 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 employees who were working on June 1, 1988, who are reduced shall be added to the Reserve Board at the location of the Guaranteed Extra Board. The minimum number of Reserve Board positions will increase accordingly.

(c) Local Chairmen and Carrier 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 solve any problem that may exist.

(6)(a) All earnings received by an employee assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee. Such computations will not include non-taxable income such as meal, lodging and personal auto mileage payments. A Guaranteed Extra Board employee standing first out who lays off on call, misses call or is not available for call will have the guarantee reduced by the amount he would have earned had he not laid off on call, missed call or not been available for call, with a minimum reduction of one guaranteed day.

(b) An employee who misses a call as a result of another Guaranteed Extra Board employee laying-off on call, missing call

or not available for call when that other Guaranteed Extra Employee is first out or an employee who lays off when other than first out will have his guarantee reduced by one (1) day for each 24-hour period or portion thereof.

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

see also pp 30-33

ARTICLE IV RESERVE BOARD

(1) The Carrier shall establish Reserve Board(s) for employees working on the territory north of Hinkle and who are protected under the basic Crew Consist Agreement effective September 15, 1980, subject to the following conditions:

(a) An employee on the Reserve Board shall be paid whichever is the greater of the following two options:

- (i) 70% of the basic yard helper's rate for five days per week; or,
- (ii) 70% of the employee's earnings on this territory during the calendar year 1986 or 1987, whichever is greater.
- (iii) No other payments shall be made to or on behalf of an employee on the Reserve Board except for payment of premiums under applicable health and welfare plans. No deductions from pay shall be made on behalf of a Reserve 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 the Reserve Board shall be eligible for the carrier's Tuition Aid Program.

(b) An employee placed on the Reserve Board shall remain in that status until:

- (i) The employee is discharged from employment by the Carrier in accordance with the applicable discipline rules.
- (ii) The employee resigns from the Carrier's employment.

- (iii) The employee is recalled to active service. Such recall shall be in reverse seniority order in accordance with Paragraph (c) of this Article IV.
- (iv) The employee is placed in a furlough status because of a reduction of assignments. For example, if the number of jobs is reduced from 10 to 9, the employees whose assignment is reduced shall have a free exercise of seniority. Seniority displacements shall continue until the junior employees are furloughed, only if there are no vacant positions on the Reserve Board.
- (v) The employee exercises seniority in accordance with Paragraph (1) of Article VII of this Agreement.
- (vi) The employee exercises seniority in accordance with Paragraph (2) of Article VII of this Agreement. Any employee so exercising seniority cannot return to the Reserve Board until the next "Sadie Hawkins Day" unless the employee is displaced or a vacancy occurs on the Reserve Board.

(c) Employees on the Reserve Board must maintain their work proficiencies while in such status, including successfully completing any retraining or refresher programs the Carrier may require and passing any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. Employees 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' notice. Failure to comply with any of these requirements will result in forfeiture of all seniority rights. Employees will be recalled from the Reserve Board to protect their Seniority District only and will not be forced to other Seniority Districts. It is recognized that employees on the Fourth and Fifth Districts have prior rights and these prior rights will be recognized in the application of the foregoing.

(d) Other employment while on the Reserve Board is permissible so long as there is no conflict of interest. There shall be no offset for outside earnings.

(e) Vacation pay received while on the Reserve Board will offset pay received under Paragraph 1(a). 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.

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

(g) Employees 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 employees in active service.

(h) An employee on the Reserve Board who is eligible for a full annuity under the Railroad Retirement Act shall continue to be eligible for the Reserve Board except that in addition to other authorized deductions there also shall be deducted the amounts the employee could have received from Railroad Retirement.

(i) It is understood that furloughed employees who are "protected" employees under the basic Crew Consist Agreement shall be eligible to place on the Reserve Board upon recall, seniority permitting.

(j) It is understood the Reserve Board will not operate when all protected employees on the appropriate Seniority Roster on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job.

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

Spokane, Washington
Walla Walla, Washington

(1) The maximum number of Reserve Board positions at each location shall be determined as follows: The total number of employees holding regular or extra board positions at that location on June 1, 1988, less the number assigned to conductor/foreman or first brakeman/helper positions and to Guaranteed Extra Board positions at that location when this agreement is implemented and less the number of employees working on June 1, 1988, receiving a separation allowance as provided for in Article II of this Agreement.

ARTICLE V PRODUCTIVITY FUND/SPECIAL ALLOWANCE

(1) For each tour of duty or trip operated on the territory north of Hinkle with a crew consist of one (1) conductor/foreman and one (1) brakeman/helper over the number of employees on the Reserve Board, the Company will pay into the appropriate Employee's Productivity Fund the sum of \$53.25. For example, if there were 10 local and extra assignments, yard jobs and pool turns, and 10 employees on the Reserve Board, no payments would be made. If there were a total of 10 local and extra assignments, yard jobs and pool turns, and 5

employees on the Reserve Board, payments would be made into the Employee's 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.

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

(3) The Special Allowance payments provided for in the basic Crew Consist Agreement shall apply to crews operated with one (1) conductor/foreman and one (1) brakeman/helper under this Agreement.

ARTICLE VI IMPLEMENTATION

(1)(a) Prior to December 1, 1988, the Carrier shall bulletin to employees under this Agreement the opportunity to select one of the following options: regular job, Guaranteed Extra Board or Reserve Board.

(b) Assignments to positions shall be made by seniority preference. It is understood all regular must-fill jobs and Guaranteed Extra Board positions must be filled initially by working employees as provided by schedule rules.

(c) The Carrier shall have the right to blank one second brakeman/helper assignment for each regular-assigned (not including extra board) employee selecting the Reserve Board option. As the Reserve Board(s) are attrited, crew consist requirements shall be governed by Article I of this Agreement.

(2) The carrier will not reduce the number of positions below the June 1, 1988 levels as a result of implementation of this agreement. Employees may be furloughed as a result of a subsequent reduction in the number of regular jobs and Guaranteed Extra Board positions except as provided in Article III, Section 5(b).

(3) The total number assigned to the "Guaranteed Extra Board" will be determined and agreed upon by the Director of Labor Relations and the General Chairman.

ARTICLE VII VACANCIES

(1)(a) When permanent vacancies occur on a regular must fill job, (conductor/foreman and first brakeman/helper positions), Guaranteed Extra Board position or Reserve Board, employees may elect, by seniority option, to fill the vacancy. If the vacancy is not filled, it will be filled by the recall of a furloughed employee. If the vacancy is filled, the resulting vacancy will be processed immediately following the above-described procedure. This process will continue until a

furloughed employee is recalled. If no furloughed employee is available, the junior employee among those holding second brakeman/helper positions and the Reserve Board at that Reserve Board location will be assigned. If no such employee is available, the junior employee for that prior rights territory among those holding second brakeman/helper positions or the remaining Reserve Board will be assigned. The application process, rather than bulletins, shall be used to fill these vacancies.

(b) Employees recalled from the Reserve Board shall have the right to exercise their seniority and take any position held by an employee with less seniority.

See p 34 →
Ltr Agmt
dated
3-23-89
(c) No temporary vacancies on any blankable second brakeman/second helper position to which an employee is regularly assigned shall be filled.

(2) For eligible employees on the territory north of Hinkle, there shall be a so-called "Sadie Hawkins Day" each June 1 and December 1. The "Sadie Hawkins Day" shall operate only for employees wishing to exercise seniority to or from a Reserve Board. Local Chairmen will work with Carrier representatives in the implementation of "Sadie Hawkins Day." It is understood that an employee on one Reserve Board may not place on another Reserve Board, unless displaced.

See p.35 - Ltr Agmt
dated 2-1-90

ARTICLE VIII
GENERAL

(1) Nothing in this Agreement is intended to modify or supersede the Basic Crew Consist Agreement of September 15, 1980, and the Crew Consist Agreements of August 25, 1964, and March 1, 1968, or the UTU(C&T) Schedule Agreement except where specifically amended by the provisions of this Agreement.

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

(3) This agreement shall become effective and will continue in effect until revised or amended by agreement of the parties or in accordance with the Railway Labor Act.

Signed at Portland, Oregon, this 28th day of October, 1988.

FOR THE ORGANIZATION

L. L. Nelson
General Chairman

L. B. McKelley
Local Chairman (4th Dist.)

E. R. Kirby
Local Chairman (5th District -
Spokane International)

FOR THE CARRIER

W. S. Henckley
Director of Labor Relations

W. E. Duro
Director Employee Relations/
Planning

Agreed Upon
Questions & Answers

1. 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, for each active employee working on the territory covered by this agreement; no, for any furloughed employee.
2. Q. Does a protected employee, as provided by the basic crew consist agreement, have the option to place on either the reserve board or the second brakeman position?
A. Yes, if the employee has the seniority.
3. Q. In the application of Article III, Guaranteed Extra Board, if the Carrier reduces the Board at the initial 120 day adjustment, would those positions reduced from the Guaranteed Extra Board be added to the Reserve Board?
A. Yes, if working on June 1, 1988 or covered by Side Letter 14.
4. Q. After the initial 120 day adjustment, will the number of available Reserve Board positions ever fall below this number?
A. No.
5. Q. If the Carrier adjusts the Guaranteed Extra Board after the initial 120 day adjustment, is the Reserve Board adjusted accordingly?
A. No.
6. Q. What options are available to employees if there are subsequent reductions in positions?
A. Exercise of seniority as at present.
7. Q. What options are available to eligible employees who cannot hold a must-fill position, the Guaranteed Extra Board or the Reserve Board as a result of the reduction of the number of regular jobs?
A. The employee goes furloughed in the same manner as he/she would before this agreement unless he/she has rights under the protective provisions of the August 25, 1964 and March 1, 1968 Crew Consist Agreements.

8. Q. If an employee is displaced, may he/she displace to a Reserve Board?
- A. Yes.
9. Q. If an employee 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 employee's 1/52 for vacation purposes?
- A. Reserve Board pay is not counted towards qualifying for a vacation but will be included in the computation of their 1/52.
10. Q. If an employee qualifies for vacation but is on the Reserve Board when it comes time for their vacation, how will he/she be compensated?
- A. The employee will receive vacation pay as calculated under the vacation agreement. The employee will not receive Reserve Board pay in addition to the vacation pay.
11. Q. Will the Productivity Fund payments be used as an offset for any guarantee provisions?
- A. No.
12. Q. If an employee voluntarily exercises seniority from the Guaranteed Extra Board to a temporary vacancy, is the employee entitled to the Guarantee provisions of Article III of this Agreement?
- A. No, they have removed themselves from availability on the Guaranteed Extra Board.

#1

Mr. L. L. Nelson
General Chairman, UTU(C&T)
937 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

Paragraph (1)(a)(ii) of Article IV provides an employee on a Reserve Board shall receive "70% of the employee's earnings on that territory during the calendar year 1986 or 1987, whichever is greater"

It was agreed an employee's W-2 Form for the appropriate year would be used to determine the employee's earnings during that calendar year. It was also agreed that company records would have to be utilized for those employees who did not have all of their earnings on the territory involved.

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

Yours truly,



AGREED:


General Chairman

AG/20-1

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite F
Portland, OR 97214

Dear Sir:

This will confirm our discussions concerning the modification of the basic Crew Consist Agreement dated September 15, 1980, as amended, for application on the territory north of Hinkle, which is to become effective December 1, 1988.

- (1) There is a concern the Carrier will work jobs, not as regular assignments, but as extra assignments. Therefore, it is agreed for each three extra yard assignments worked during any Sunday-Saturday week, one furloughed employee will be added to the Reserve Board in seniority order. Likewise, it is agreed for each three extra road assignments (including work trains) worked during any Sunday-Saturday week, one furloughed employee will be added to the Reserve Board in seniority order.

Employees so added to the Reserve Board will remain on the Reserve Board for one Sunday-Saturday period. This process will be repeated for each three yard assignments and for each three road assignments worked during any Sunday-Saturday period. Whenever an employee has been added to the Reserve Board in accordance with this understanding for two consecutive weeks, another furloughed employee will be added to the Reserve Board for one Sunday-Saturday period.

- (2) There is a concern the Carrier will not regulate the Guaranteed Extra Boards in accordance with the Modification Agreement. In order to address this concern, the parties agree the number of employees initially assigned to the Guaranteed Extra Boards will not be changed, except by mutual agreement, for one hundred and twenty (120) days after the Modification Agreement is implemented.
- (3) Penalty claim payments due employees assigned to a Guaranteed Extra Board will be paid in addition to the earnings received as a Guaranteed Extra Board employee.

If the foregoing accurately reflects our understandings, please so indicate by signing in the space provided below, retaining a copy for your files and returning the original to this office.

Yours truly,

W. E. G. pro

AGREED:

L. M. Nelson

General Chairman

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite F
Portland, OR 97214

Dear Sir:

This will confirm our discussions concerning the modification of the basic Crew Consist Agreement dated September 15, 1980, as amended, for application on the territory north of Hinkle, which is to become effective December 1, 1988.

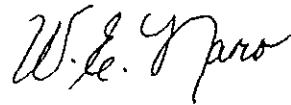
In discussion of the language in paragraph (a)(iii) of Article IV, it was understood that the phrase "no other payments shall be made to or on behalf of an employee on the reserve board...." would not preclude an employee on the reserve board from receiving payments on a pending penalty claim. Penalty claim payments due, if any, will be paid in addition to the earnings as reserve employee.

It was also understood that employees on a Reserve Board are "in-service employees" and hence are subject to the same physical examination and rules requirements as other in-service employees. The Company's requirement that employees who have been out of service for six months or more must take physical and rules examinations does not apply to Reserve Board employees. Furthermore, employees 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 employees will be treated the same as other employees in active service, i.e., Reserve Board employees 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.

In further discussion of Article IV, "Reserve Board", it was agreed that if the number of regular assignments increases, the Reserve Board will be increased proportionately; that is, one additional regular assignment will generate one additional position on the 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 but will not drop below that

level. Furthermore, in the ebbs and flows of business when the point in time is reached through attrition that no eligible employees are on a Reserve Board, the Reserve Board will be re-established when such employees are reduced off the guarantee extra boards and off regular assignments.

Yours truly,



AGREED:


General Chairman

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite F
Portland, OR 97214

Dear Sir:

Article VI sets forth the procedures to be followed in implementing the Crew Consist Modification Agreement and Article VII sets forth the procedures for filling vacancies after implementation. However, during our discussions it was your belief the procedures needed to be set forth in greater detail. We agreed to the following supplement to these Articles:

- (1) Under Article VI, Paragraph 1(b), employees holding a regular assignment may not be forced to the Reserve Board. They may be forced to must-fill positions or extra boards in accordance with existing schedule rules.
- (2) Under Article VII, Paragraph 1(a), employees holding an assignment, regular and extra, may not be forced to the Reserve Board. They may be forced to must- fill positions.

Yours truly,

W.E. Npro

AGREED:

L.L. Nelson
General Chairman

#5

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite F
Portland, OR 97214

Dear Sir:

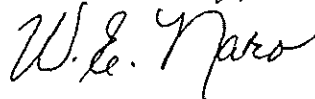
This refers to your concern the Crew Consist Modification Agreement does not adequately provide for continuation of the moratorium in the September 15, 1980 Crew Consist Agreement.

In an effort to alleviate this concern, we agreed to the following changes in the October 9, 1980 Letter of Understanding to the basic Crew Consist Agreement:

"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, employee productivity fund deposits (which are now \$53.25 for each yard tour of duty or road freight service trip operated with a crew of one conductor/foreman and one brakeman/helper) and administration thereof.

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

Yours truly,



AGREED:


General Chairman

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This is to confirm our discussions with respect to your concerns the Carrier will not run reduced crews even when the Crew Consist Modification Agreement allows the use of reduced crews.

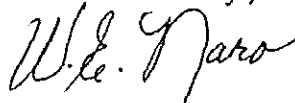
You were advised that the purpose of this agreement was to work with reduced crews. While there may be instances where full crews would be needed either because of operational requirements or a lack of sufficient radios, the carrier would not arbitrarily run full crews to avoid the payment of the productivity fund.

Nonetheless, in an effort to demonstrate our mutual good faith on this point, we agreed to the following points:

- (1) The carrier shall have until February 1, 1989, to secure a sufficient supply of radios for reduced crew operations on the territory north of Hinkle (Fourth and Fifth Seniority Districts and Spokane International) and after February 1, 1989, members of a crew under this Crew Consist Modification Agreement will receive the special allowance payment even if the Carrier elects to operate the assignment with a full crew because of insufficient radios.
- (2) If evidence of abuse developed concerning the number of full crews operated by the carrier, we would meet promptly with you to review the matter and resolve the problem.

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

Yours truly,



AGREED:


General Chairman

#7

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This will confirm our discussions concerning the application of Article III(4) of the Agreement of October 28, 1988.

During our discussions of these provisions, it was agreed that employees assigned to Reserve Boards may make application for extra work. It, however, was strictly understood, such employees will be utilized only when all other steps in the calling procedures have been exhausted. If such employees are utilized, compensation received by them for such service will be in addition to their Reserve Board pay.

Yours truly,



AGREED:


General Chairman

#8

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This will confirm our discussion of Article III(6) of the Agreement dated October 28, 1988.

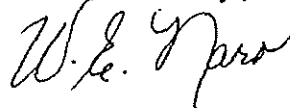
The Carrier's original proposal provided the following provision:

"An employee assigned to a Guaranteed Extra Board who is unavailable 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 his guarantee for that pay period."

You took exception to this provision contending the remaining penalty provisions were sufficient to ensure availability of employees.

It was agreed this language would be deleted. If, however, abuses developed concerning availability of employees on the Guaranteed Extra Boards, the parties would promptly meet to consider solutions to the problem, including adoption of the above language.

Yours truly,



AGREED:


General Chairman

#9

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This is to confirm our discussions concerning the application of Article IV of the agreement dated October 28, 1988.


During our discussions of Article IV, the question arose as to what would happen if an employee initially elected to receive 70% of his/her earnings during either the 1986 or 1987 year and, through subsequent wage increases, the 70% of the basic yard helper's rate of pay became greater.

It was understood that an employee is to receive whichever is the greater of the two options. If the above situation should occur, the employee's method of compensation would be changed accordingly.

Yours truly,



AGREED:


General Chairman

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This is to confirm our discussions concerning the application of Article IV of the agreement dated October 28, 1988.

During our discussions of this Article, the question arose as to the application of the Reserve Board to the former Spokane International.

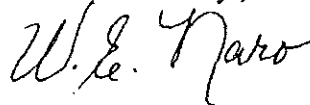
It was agreed there would be one reserve board for the former Spokane International and the Fifth Seniority District. The number of positions on this board will be based on the combined operation. They, however, would be apportioned between prior rights Spokane International and Fifth Seniority District employees. Thereafter, employees would be assigned based on their combined seniority.

The following example is used for illustration purposes only:


There are 4 jobs on the former Spokane International and 8 jobs on the Fifth District. Because of these 12 jobs, it is determined that there will be 12 positions on the Reserve Board. Initially, 8 Reserve Board positions would be available to Fifth District prior rights employees and 4 positions would be available to Spokane International prior rights employees. Should these positions not be filled by prior rights employees they would be assigned based on combined seniority.

Employees being recalled will be recalled in reverse order of seniority from the Reserve Board.

Yours truly,



AGREED:


General Chairman

#11

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This is to confirm our discussions concerning the application of Article IV (c) of the agreement dated October 28, 1988.

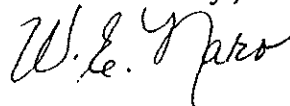
During our discussions of this Article, the question arose whether employees on a reserve board would be additionally compensated for reporting and taking any tests required by the Carrier. You were advised that it was the Carrier's position the employee is already being compensated and would not be paid additionally.

You expressed a concern that the Carrier could require an employee to report for any number of programs and tests that were not necessary for the employee to maintain his/her work proficiencies. Under the Carrier's interpretation, the employee would not be additionally compensated.


You were advised that such a scenario was not intended by the agreement. Employees assigned to reserve boards will not be called for programs and tests that are not required for the performance of trainmen/yardmen duties.

If problems occur, the parties would promptly meet to consider solutions to the problem.

Yours truly,



AGREED:


General Chairman

#12

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This will confirm our discussions concerning the modification of the basic Crew Consist Agreement dated September 15, 1980, as amended, for application on the territory north of Hinkle.

During our discussions of Article III, Guaranteed Extra Board, the question arose as to how conductor vacancies would be filled. It was agreed the following procedures will be followed:

- (a) The senior promoted brakeman on the job will be stepped up to the Conductor's assignment.
- (b) If no promoted brakeman on the job, the job will be filled by a promoted trainman from the Guaranteed Extra Board on a strict rotary basis - first in - first out.

It was further agreed that employees will be assigned to the Guaranteed Extra Board without regard to whether they are promoted conductors. At implementation if the employee is not a promoted conductor and does not take promotion within 120 days of being assigned to the Board, the employee's guarantee will be reduced to the brakeman's basic through freight rate of pay. Thereafter, if a non-promoted employee is assigned to the board, he/she will receive the brakeman's basic through freight rate of pay until he/she takes promotion to conductor. In the same manner if an employee is a promoted conductor when assigned to the Board and gives up his/her conductor's date, the employee's guarantee will be reduced to the brakeman's basic through freight rate of pay.

The carrier will hold conductor's examinations within 120 days of implementation of this agreement and thereafter as needed to give all eligible employees the opportunity to take promotion.

AG1/20-12

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

Yours truly,

W. E. Npro

AGREED:

L. L. Nelson
General Chairman

See p 36 -
Ltr Agmt dated 4-26-89

AG1/20-12

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This is to confirm our discussions concerning the modification of the Crew Consist Agreement dated September 15, 1980, as amended, for application on the territory north of Hinkle.

During our discussions of Article IV, Reserve Board, several questions arose concerning the operation of the Reserve Board.


The number of Reserve Board positions will be determined by the number of employees holding regular or extra board positions on June 1, 1988, less the number assigned to Conductor/Foreman or first brakeman/helper positions, Guaranteed Extra Boards, and those electing to take separation allowances under this agreement. This will include any reductions in the Guaranteed Extra Board resulting from the initial adjustment of the board as provided by Section 5(b) of Article III. Once this number is established, it will be the minimum number of positions available on the Reserve Board.

While the number of positions on the Reserve Board may increase as jobs are added above the number of jobs working on June 1, 1988, it will not fall below the number initially established under Article IV. This number will be temporarily offset by the number of employees electing to work second brakeman/helper positions. The number of Reserve Board positions as initially established under Article IV will remain in effect so long as there are protected employees who have a seniority date prior to the effective date of this agreement.

Yours truly,



AGREED:


General Chairman

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

This is to confirm our discussions concerning the modification of the Crew Consist Agreement dated September 15, 1980, as amended, for application on the territory north of Hinkle.

During our various discussions of this proposal the issue was continually raised concerning the number of employees to be included on the Fifth Seniority District for computation of the number of reserved board positions to be established. After having reviewed this matter, I have concluded there is merit to your position.


It was agreed that due to the special circumstances involved, two additional positions will be added to the June 1, 1988 count for computation of reserve board positions on the Fifth Seniority District. It further was agreed that the Carrier would receive credit for these two positions in the application of Side Letter #2 of this agreement.

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

Yours truly,



AGREED:


General Chairman

Mr. L. L. Nelson
General Chairman, UTU(C&T)
936 S.E. Ankeny Street, Suite 4
Portland, OR 97214

Dear Sir:

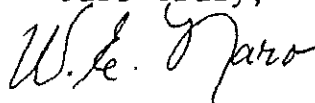
This is to confirm our discussion concerning the modification of the Crew Consist Agreement dated September 15, 1980, as amended, for application on the territory north of Hinkle.

It was agreed that the carrier would offer to employees in the affected territory a 401(k) plan subject to the following conditions:

- (1) The plan will be consistent with all applicable laws.
- (2) Employees may elect to participate in the plan but will not be required to do so.
- (3) Employees may contribute to the plan by use of payroll deduction.
- (4) The annual distribution of the single Productivity Fund shall be available for contribution to an employee's 401(k) plan account. Each employee participating in the plan shall have the option of contributing his/her Productivity Fund share to the plan or of receiving his/her Productivity Fund share.
- (5) The administrative costs of the plan will be borne by the carrier.
- (6) The necessary arrangements for establishment and administration of the Employee's Productivity Fund and the 401(k) plan in compliance with ERISA and other legal requirements will be finalized within 120 days of December 1, 1988.

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

Yours truly,



AGREED:


General Chairman

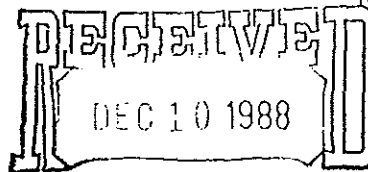
UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

December 6, 1988

Files: 380.10
1940.40-6
Rule 32(b) (4)

Mr. L. L. Nelson
General Chairman, UTU-C&T
936 SE Ankeny Street, Suite F
Portland, OR 97214



Dear Mr. Nelson:

This refers to our discussions concerning the use of furloughed employees in emergency service.

The provisions of the modified Crew Consist Agreement, Article III Section (5)(a), provide for the creation of a position on the Guaranteed Extra Board for seven days when a furloughed employee is used in emergency service or recalled. We discussed the fact that a senior furloughed employee may be unavailable for the emergency service the first day but available the remaining six days. We further discussed the impracticality of crew callers calling employees for seven days to notify them of a junior employee working.

To provide for work opportunities based on seniority it was agreed to handle the above situation in the following manner:

"When a junior furloughed employee is used in emergency service due to the unavailability of senior furloughed employee(s), a notice will be mailed to all senior furloughed employees advising that a junior employee is being used in emergency service. Senior furloughed employees will have a right to displace junior employees for the remainder of the seven day period.

The Carrier will be responsible for no more than seven days' pay or guarantee irrespective of how many employees displace in that period. An employee must displace prior to 12 noon to receive a guarantee day if no service is performed by that position on that day."

Should this be agreeable to you please sign below, returning one copy to this office.

Yours truly,

W S Hinckley
W. S. Hinckley

A G R E E D:

L L Nelson
General Chairman, UTU-C&T

Applies to Hinkle-Eastport Consolidated Seniority District (Formerly Fourth and Fifth Seniority Districts Oregon Division)

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

June 12, 1989

380.10-4
560.30-6

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, OR 97214

Dear Mr. Nelson:

This refers to our discussions concerning Article III-Guaranteed Extra Boards of the Modified Crew Consist Agreement effective December 1, 1988. Several employees raised a concern over the lack of opportunity to move to or from the guaranteed extra board. Due to the relatively stable number of positions and the Carrier's control of the number of employees on the extra board, employees were concerned that upon being placed on the extra board that they would be frozen there.

In order to alleviate this problem on the territory north of Hinkle, it is agreed to allow an employee a move to or from the extra board once every six months by notifying the CMS Director in writing, copy to the Local Chairman, as follows:

"In accordance with Letter Agreement effective February 1, 1989, I desire to relinquish my position (as an extra board employee) (as a regular assigned employee) and displace junior employee _____. I understand that this move may only be used once every six (6) months and the last time I used this move was _____. I understand that if I am on a regular assigned position or pool assignment that I must remain on the assignment for the life of the bulletin or until application is received for my vacancy."

This agreement does not prevent the regular movement of employees when the guaranteed extra board is adjusted or in the filling of vacancies under other agreement rules.

Mr. L. L. Nelson

- 2 -

June 12, 1989
380.10-4
560.30-6

This agreement may be cancelled by either party serving upon the other party a ten (10) day written notice.

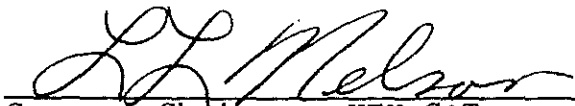
Effective the first day of August, 1989.

Yours truly,



W. S. Hinckley
Director Labor Relations

A G R E E D:


General Chairman, UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

July 31, 1989

Mr. L. L. Nelson
General Chairman, UTU C&T
936 S. E. Ankeny Street, Suite F
Portland, OR 97214

Dear Sir:

During the First District implementation meeting held at the Marriott Hotel, Portland, Oregon, on July 13, 1989, the question was raised that Side Letter #19 permitted Train and Yard service employees to have an open "bump" or right of displacement. In other words, it was thought that Side Letter #19 permitted a regular assigned employee to give up his job and to displace another regular assigned employee. This is not the case, as that was not the intent of our understanding.

The original concern expressed by you after implementation of the "Hinkle North" Modification Agreement was that employees who placed on the Guaranteed Extra Board would be frozen there. Our understanding was to eliminate that problem, not to permit regular assigned employees to displace other regular assigned employees. We did not modify or amend Rule 34 or Rule 60 of the Agreement, effective October 1, 1975, and those Rules are not changed. In both the Hinkle North Agreement dated June 12, 1989 (Carrier File 380.10-4 and 560.30-6) and the First Districts Side Letter #19, it is intended only to provide a method of release from the Extra Board. The example given will be modified accordingly.

If the foregoing correctly sets forth the intent of our understandings on Hinkle North and the First Seniority District, please affix your signature in the space provided below:

Yours truly,

W. S. Hinckley
W. S. Hinckley

AGREED:

L. L. Nelson
General Chairman

UNION PACIFIC RAILROAD COMPANY

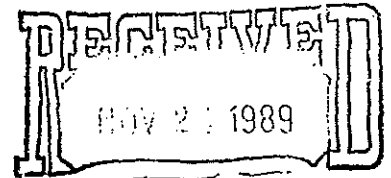


1416 DODGE STREET
OMAHA, NEBRASKA 68179

November 17, 1989

Files: 380.10-4
380.65

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, Oregon 97214



Dear Sir:

This refers to our discussions concerning the number of trip credits that should be allocated to employees entitled to share in the Productivity Fund as provided for by the Crew Consist Agreement effective September 15, 1980, who are on Guaranteed Extra Boards developed through Crew Consist Modification Agreements.

The question was raised when we discovered that actual trip credits for these employees were often much less than those of employees assigned to regular jobs. Extra Board employees are required to stand available for call during the month and some credit is due for holding themselves available to provide relief for those regular assigned employees. It is, therefore, agreed that an employee who is assigned to the Guaranteed Extra Board for an entire month will be entitled to twenty (20) trip credits for the month, including those earned while actually filling vacancies from the Extra Board.

It will be the responsibility of the employee to file a trip report on the last day of the month claiming the number of trip credits they are short. This will apply only to those who are assigned for the entire month to the Guaranteed Extra Board and who have not lost their guarantee for the pay period under the various layoff/missed call provisions of the Modified Crew Consist provisions. The trip credits shall not be prorated on a partial month basis. This Agreement will become effective for all Guaranteed Extra Boards in operation under Modified Crew Consist Agreements January 1, 1990.

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

Yours truly,

W S Hinckley

W. S. Hinckley
Director Labor Relations

AGREED:

L L Nelson
General Chairman, UTU (C&T)

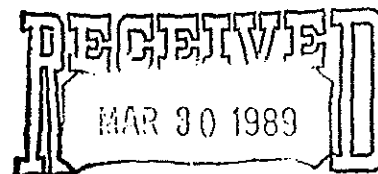
UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179

March 23, 1989

380.10-4

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, OR 97214



Dear Mr. Nelson:

This refers to our discussions concerning the assignments on the territory north of Hinkle that operate with blankable second brakemen/helpers due to the voluntary selection of those positions by protected employees.

In Article VII (1)(c) of the Agreement, it was agreed that temporary vacancies on these blankable positions would not be filled. Two similar situations have developed that require clarification.

- (1) A conductor lays off and in accordance with Side Letter #12, the senior promoted brakeman on the job is stepped up to the conductor's assignment.
- (2) The senior brakeman lays off.

In each of the above instances, it was the intent of the parties to not call a brakeman from the extra board to fill the vacancy. In each case, the second brakeman will fulfill the crew consist requirements of Article I.

Please sign below and return two copies to this office.

Yours truly,

W. S. Hinckley

Director Labor Relations

AGREED:

General Chairman, UTU C&T

Art VII

UNION PACIFIC RAILROAD COMPANY

1416 BROAD STREET
OMAHA, NEBRASKA 68102



February 1, 1990

380.10-4

Mr. L. L. Nelson
General Chairman UTU (C&T)
936 S. E. Ankeny Street - Suite F
Portland, Oregon 97214

Dear Sir:

This refers to our discussions concerning the three Modified Crew Consist Agreements and the various Articles covering the filling of vacancies.

The Agreements provide for the use of the application process to fill all permanent vacancies. In previous understandings, the parties agreed that applications had to be on file for at least twenty-four (24) hours prior to the vacancy existing in order for it to be honored in pool-freight service. The parties agree that this same process applies to all permanent vacancies. New yard and local assignments, changes in assignments (rest days, starting times, etc.,) and assignments that go to and from reduced/full crews will have a notice posted advising of the details of the assignment as previously required in the various Agreements.

Situations have developed where vacancies exist and no applications are on file. In these instances, it is not necessary for an applicant to wait twenty-four (24) hours to place on the vacancy. The first applicant, including an employee on a bump board, making application shall be assigned to the vacancy.

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

Yours truly,

W S Hambley

AGREED:

L L Nelson

UNION PACIFIC RAILROAD COMPANY



11 - 10000000000
01/20/20 10:00:00 AM (00:00)

April 26, 1989

380, 10-4

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, OR 97214

Dear Mr. Nelson:

This refers to our discussions concerning Side Letter #12 to the modified Crew Consist Agreement for the territory north of Hinkle.

It was the intent of the letter to provide that when filling an extra crew or filling two vacancies on the same regular assignment, one of which is a Conductor position, that the senior employe called for the assignment will be assigned as a Conductor if the senior employe is a qualified Conductor.

Please indicate your acceptance of the above by signing below and returning one copy to this office.

Yours truly,

W. S. Hinckley
Director Labor Relations

AGREED:

General Chairman, UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET
OMAHA, NEBRASKA 68179

June 8, 1990

File: 380.10-4

Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, Oregon 97214

Dear Sir:

This refers to our discussions concerning whether an employe holding a blankable position may move from one blankable position to another blankable position.

We reviewed Side Letter #10 to the Modified Crew Consist Agreement effective December 21, 1989, and agreed that the principles detailed in that letter (Reserve Board to/from blankable positions) were also applicable to this question. It is not the intent of the Agreement to provide for movement between blankable positions on a daily or weekly basis. The following shall govern the movement of employes between blankable positions:

- (1) An employe on a blankable position may make application to an existing vacant blankable position upon giving five (5) days notice to CMS. The employe will be placed on the requested blankable position at 12:01 AM on the Monday following expiration of the five (5) day notice.

NOTE 1: An employe may make application under Paragraph (1) above only once in a thirty (30) day period.

NOTE 2: An eligible employe holding a blankable or reserve board position may make application to any new blankable position without the restrictions specified above or in Side Letter #10.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature in the space provided below and return two signed copies to this office. The understanding will be applicable to all three Modified Crew Consist Agreements.

Yours truly,

A handwritten signature in cursive script, appearing to read "W. S. Hinckley".

W. S. Hinckley
Director Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read "L. L. Nelson".
General Chairman, UTU C&T