

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

UNITED TRANSPORTATION UNION (C&T)

Effective December 21, 1989, it is agreed the basic Crew Consist Agreement between the parties effective September 15, 1980, is amended as follows for the Second and Third Seniority Districts on the Northwest District - Oregon Division.

ARTICLE I  
CREW CONSIST CONDITIONS

Section 1. The basic crew consist for all crews operated on the Second and Third Seniority Districts shall be one (1) Conductor/Foreman and one (1) Brakeman/Yard Helper, subject to the provisions of this Agreement. (See Side Letter #1)

Section 2. No car count or train length limitation in the operation of trains with crews of one Conductor/Foreman and one Brakeman/Yard Helper will be imposed.

Section 3. Reduced crews may be utilized on retainer trains provided they are assisted by a Utility Trainman as provided for by separate Agreement effective December 21, 1989. The Conductor of a reduced crew has the sole discretion to refuse to proceed with any train requiring the use of retainers beyond the retainer set/release point. Reduced Crews will not be censured, disciplined or harassed for refusing to operate retainers without the assistance of a Utility Trainman or Extra Trainman.

(See attached Utility Trainman Agreement, Q&A #21)

Section 4. Must-fill positions are Conductor/Foreman and Brakeman/Yard Helper positions contractually required to be filled by protected or non-protected employees under Schedule Rules or Agreements and may not be blanked.

Section 5. Due to the unique circumstances involved in this Agreement and in order to provide that all employees who have established a seniority date prior to the effective date of this Agreement are protected, the following conditions are agreed upon:

(a) For the purpose of this Agreement, protected employees are all employees on Trainman/Yardman seniority rosters (including employees on authorized leave of absence) as of December 21, 1989, and any employee in a dismissed (discharged), terminated or suspended status as of December 21, 1989, who is subsequently returned to service with seniority rights unimpaired.

NOTE: Nothing in this Agreement is to be construed, interpreted or applied except as specifically provided for in this Agreement so as to change or modify the following Crew Consist Agreements, as those agreements relate to the protection of employees, reduction and restoration of positions:

August 25, 1964 NWD  
March 1, 1968 NWD (OR. Div.)  
September 15, 1980 NWD (OR. Div.)

(b) For employees establishing a seniority date on the Second and Third Seniority Districts between October 31, 1985, and the effective date of this Agreement, Article IV, Section 6 - "Rate Progression - New Hires" - of the October 31, 1985 UTU National Agreement is waived and their rates of pay will be equal to that of employees hired prior to October 31, 1985.

(c) For employees establishing a seniority date on the Second and Third Seniority Districts between October 31, 1985 and the effective date of this Agreement, Article XII, "Termination of Seniority", of the October 31, 1985 UTU National Agreement is waived.

(d) Employees hired as of the effective date of this Agreement will be allowed the Special Allowance payments as provided in Article VII - Section 3 of this Agreement.

(e) Employees eligible for Productivity Fund payments under Article VII of this Agreement are those employees holding a seniority date as of September 15, 1980.

## ARTICLE II IMPLEMENTATION

Section 1. Prior to implementation of this Agreement, the Carrier will offer separation allowances as provided for in Article V herein.

Section 2 (a) The Carrier shall bulletin to employees under this Agreement the opportunity to select one of the following options:

Regular Job, Guaranteed Extra Board (Article III) or Reserve Board/second Brakeman/Yard Helper. (Article IV). (See Q&A #18)

(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) Employees holding an assignment, regular or extra, may not be forced to the Reserve Board. They may be forced to must-fill positions.

Section 3. The Carrier will not reduce the number of positions below the level on the effective date of this Agreement as a result of implementation of this Agreement. Employees may be furloughed after the initial one hundred twenty (120) day period as a result of a subsequent reduction in business except as provided for in Article III, Section 4(b) herein.

### ARTICLE III GUARANTEED EXTRA BOARDS

*See p 52  
Ltr Agmt  
dated  
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Section 1 (a) Pursuant to practices, understandings and Agreements established for the purpose of filling vacancies in Yard and Road service assignments, protecting Extra work and providing a source of supply for relief of regularly assigned employees, Guaranteed Extra Boards will replace existing Extra Boards. The total number of employees initially assigned to the Guaranteed Extra Boards will be determined and agreed upon by the Director of Labor Relations and the General Chairman. (See Side Letter #24)

(b) Guaranteed Yard Extra Boards shall be established at Albina Yard (Portland) and Hinkle Yard (Hermiston), Oregon, for the protection and filling of Yard service vacancies and Extra Yard service. Yardmen assigned to these Boards will be guaranteed minimum earnings equivalent to eleven (11) basic days' pay at the Yard Helper's rate in each payroll period.

(c) Guaranteed Conductor's Extra Boards shall be established at Albina (Portland) and LaGrande, Oregon for the protection and filling of all Conductor vacancies and Extra Conductor service. Each Extra Conductor will be guaranteed the equivalent of five (5) round trips as they are allowed in the Interdivisional Service Agreement dated August 26, 1972, and supplements thereto per pay period at the Conductor's Local Rate of pay, 1-80 car count.

(d) A Guaranteed Brakemen's Extra Board shall be established at Albina (Portland) for the protection and filling of all Brakeman vacancies and Extra Road service and a Guaranteed Combination Extra Board shall be established at LaGrande, Oregon for the protection of all Brakeman/Yardman vacancies and Extra



service. Each Extra Brakeman will be guaranteed the equivalent of five (5) round trips as they are allowed in the Interdivisional Service Agreement dated August 26, 1972, and supplements thereto per pay period at the Brakeman's Local Rate of pay, 1-80 car count.

(e) A new Guaranteed Combination Extra Board shall be established at The Dalles, Oregon, for the protection and filling of all Conductor/Brakeman/Yardman vacancies and Extra service. The provisions of this Article III will supersede The Dalles Road/Yard Guaranteed Extra Board Agreement dated April 1, 1973, which will have no further force or effect upon implementation of this Agreement. The Guarantee for qualified Conductors on this Extra Board will be equivalent to 1700 miles per pay period at the Yard Foreman rate. The Guarantee for non-promoted employees on this Extra Board will be equivalent to 1700 miles at the Yard Helper rate. All service off of this Extra Board will be on a strictly rotating, first-in, first-out basis subject to the rules of rest and availability.

Section 2 (a) Guarantee payments, including adjustments, shall be made in the pay period following the payroll half in which the guarantee was earned or adjusted. Guaranteed Extra Board pay will be prorated for days employees are on the Board. Employees will receive credit for Guarantee purposes for the day added to or removed from the Extra Board if marked up on the Board for twelve (12) or more hours during said calendar day. Guarantees will be subject to all future wage and COLA increases provided by National negotiations. (See Side Letter #2/Q&A #19)

(b) All earnings received by an employee assigned to a Guaranteed Extra Board will be used in computing the employee's guarantee, except, penalty claim payments due employees will be paid in addition to the earnings received as a Guaranteed Extra Board employee. Such computations will not include non-taxable income such as meal, lodging and personal auto mileage payments. (See Side Letter #22)

Section 3 (a) A Guaranteed Extra Board employee standing first out who lays off, lays off on call, misses call or is not available for call will have the guarantee reduced by the amount he would have earned had he not laid off, missed call or not been available for call, with a minimum reduction of one guaranteed day. (See Q&A #17)

(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. (See Q&A #17)

(c) Extra employees laying off on call or missing call twice within a pay period, or who are unavailable for more than

see p53  
Ltr Agmt  
dated  
11-17-89

ninety-six (96) combined hours per pay period will forfeit their guarantee for that pay period. (See Q&A #17)

(d) The guarantee reductions will not apply for absences due to Bereavement Leave, Personal Leave Days, Vacations, Rules Classes, Jury Duty, Physical Examinations or other instances where the employee is held at the instruction of the Carrier. (See Side Letter #3)

Section 4 (a) The Carrier will regulate the number of employees on the Guaranteed Extra Boards, ensuring that a sufficient number of employees are on each Board to provide for reasonable layoff privileges, personal leave, vacation relief, and maintain an earnings average per pay period as follows: (See Side Letter #23):

Albina and Hinkle Yard Extra Boards: Nine (9) to thirteen (13) days.

Road Extra Boards: Four (4) to six (6) round trips as defined in Section 1 of this Article III.

The Dalles Combination Extra Board: 1500 to 1900 miles.

NOTE: See Side Letter #24, for Home or Feeder Board as provided for in Rule 30(d).

The Reserve Board as provided for in Article IV of this Agreement will not be used to supplement the Guaranteed Extra Boards except as specifically provided for herein. Employees recalled from furlough, or used in emergency while furloughed to supplement the Extra Board will create a position(s) on the Board for a period of seven (7) days. If an Extra Board is supplemented four (4) days in a seven (7) day period or multiples thereof, the Carrier will add to the Board one (1) additional position(s).

EXAMPLE: Two (2) employees on regular assignments are used in Extra service on Monday, Tuesday, Wednesday and Thursday. The Carrier will add two (2) positions to the Extra Board for a seven-day (7) period beginning on Friday.

(b) The number of employees initially assigned to the Guaranteed Extra Boards will not be changed, except by mutual agreement, for one hundred twenty (120) days after the date of implementation of this Agreement. After one hundred twenty (120) days, the parties shall make the initial adjustments in the Guaranteed Extra Boards. If a Guaranteed Extra Board is reduced on the initial adjustment, the number of Guaranteed Extra Board employees who are reduced will be added to the Reserve Board positions at the location of the Guaranteed Extra Board. The minimum number of Reserve Board positions will increase accordingly and this will establish the permanent number of Reserve Board positions. (See Side Letter #4)

(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.

Section 5. Extra Board employees shall be allowed guaranteed time off under the following conditions:

(a) Employees who work/protect seven (7) to thirteen (13) consecutive days without a lay off will be allowed a guaranteed twenty-four (24) hour lay off.

(b) Employees who work/protect fourteen (14) or more consecutive days without a lay off will be allowed a guaranteed forty-eight (48) hour lay off. (See Side Letter #5)

(c) The employee must lay off at the time of tie up.

(d) The employee shall be marked up to the bottom of the Extra Board automatically after the guaranteed lay-off period ends, unless other arrangements are made.

(e) Guaranteed lay offs shall be governed by Section 3(b) and (c) of Article III of this Agreement.

(f) Lay offs shall be granted depending on the needs of service, in accordance with guidelines set forth below:

(i) If twenty (20) percent or more of the Extra Board is off the Carrier may delay the guaranteed lay off until the Extra Board has a lower lay-off percentage. (See Side Letter #25)

(ii) Preference will be given to requests made Monday through Thursday.

(g) Lay offs under this Section shall be given preference over personal business requests by employees who do not have seven (7) or more consecutive days of work.

(h) Employees entitled to personal leave under Article IX of the September 15, 1980 Agreement covering Crew Consist may request a paid personal leave day(s) to be deducted from their allotment. Such payment shall be in accordance with Section 3(d) of this Article III and Side Letter #3. The employee shall be allowed the day(s) without the need to wait for his/her train to be called as provided in the September 15, 1980 Agreement. (See Side Letter #30)

ARTICLE IV  
RESERVE BOARD

The Carrier shall establish separate Reserve Boards for employees working on the Second and Third Seniority Districts as of the effective date of this Agreement, subject to the following conditions (See Q&A #18):

Section 1. An employee on the Reserve Board will be paid whichever is greater of the following two options:

(a) 70% of the basic Yard Helper's rate for five days per week; or,

(b) 70% of the employee's earnings on their respective territory during the calendar year 1987 or 1988, whichever is greater. If 1988 earnings are used, Productivity Fund payments for 1988 received in 1989 will be included in computation of earnings. (See Side Letter #6)

Note 1: Effective March 1, 1990, employees' 1989 earnings will be compared to the earnings used for computation of the initial Reserve Board pay rate and if higher the Reserve Board pay rate will be adjusted accordingly.

Note 2: No other payments shall be made to\* or on behalf of employees 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 Reserve Board employees 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. (See Side Letter #7)

\* This does not preclude a Reserve Board employee from receiving payments on pending penalty claims. Penalty claim payments due, if any, will be paid in addition to the employee's Reserve Board earnings. (See Side Letter #22)

(c) If through subsequent wage increases, the 70% of the basic Yard Helper's rate of pay becomes greater than the 1987, 1988 or 1989 Reserve Board Rate, it is understood that Reserve Board employees' will be adjusted accordingly to provide the greater amount. (See Side Letter #8)

Section 2. Employees assigned to Reserve Boards will be eligible for the Carrier's Tuition Aid Program.

Section 3. An employee placed on the Reserve Board will remain in that status until:

(a) The employee is discharged from employment by the Carrier in accordance with the applicable discipline rules.

(b) The employee resigns from the Carrier's employment.

(c) The employee is recalled to active service. Such recall shall be in reverse seniority order in accordance with Section 5 of this Article IV.

(d) 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 will 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.

(e) The employee exercises seniority in accordance with Section 1 of Article VI of this Agreement.

(f) The employee exercises seniority in accordance with Section 3 of Article VI of this Agreement. Any employee so exercising seniority cannot return to the Reserve Board until the next "Sadie Hawkins Week" unless the employee is displaced or a vacancy occurs on the Reserve Board. (See Side Letters #'s 9, 10, 11 and 12)

Section 4 (a) Employees on the Reserve Board must maintain their work proficiencies while in such status, including successfully completing any retraining or refresher programs required to maintain those proficiencies which may include the passing of any tests or examinations (including physical examinations) administered for purposes of determining whether such proficiencies have been maintained. In order to ensure that work proficiencies are properly maintained, each employee on the Reserve Board will be required to exercise seniority to a regular or extra assignment (seniority permitting) and remain off the Reserve Board for six continuous months in every thirty month period beginning with the implementation date of this Agreement. (See Side Letters #7, #13)

(b) It will be incumbent upon the employee to use the provisions of the "Sadie Hawkins Week" section of this Agreement or to make application for regular vacancies to accomplish this requirement. An employee who has not met this requirement will have their Reserve Board pay halted until they have completed this requirement unless prevented from doing so because of insufficient seniority.



Section 5. Employees on the Reserve Board must hold themselves available for return to service upon thirty (30) days' notice by wire or registered letter. Reserve Board pay shall continue for only seven (7) days and the employees 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.

Section 6 (a) 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. (See Side Letter #26)

(b) Employees on the Reserve Board may make application for Extra work. If such employees are utilized, compensation received by them for such service will be in addition to Reserve Board pay, and they will be compensated as an Extra Board Employee would be.

Section 7. Vacation pay received while on the Reserve Board will offset pay received under Section 1 of this Article IV. 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 number of weeks of vacation based on years of service to which an employee, otherwise eligible, is entitled.

Section 8. Employees on the Reserve Board are not eligible for Holiday Pay, Bereavement Leave, Jury Pay, and all other similar special allowances. Employees working on other territories pursuant to Section 6 of this Article IV will be eligible for payment of these special allowances and may earn vacation for the following year the same as any other regular employee. (Q&A #20)

Section 9. 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.

Section 10. It is understood that employees hired prior to the effective date of this Agreement who may be furloughed shall be eligible to place on the Reserve Board upon recall, seniority permitting.

Section 11. It is understood the Reserve Board will not operate when all protected employees on their respective Seniority Districts on the date of this Agreement are placed on either a Guaranteed Extra Board position or a regular job; however, established Reserve Board positions will always be preserved.

Section 12. Based upon the operations involved, the parties hereto have agreed the initial number of Reserve Board positions will be a minimum of fifty-five (55) each on the Second Seniority

District and the Third Seniority District. The number of Reserve Board positions on each Seniority District shall be the total number of employees holding Regular or Extra Board positions on each district less the number assigned to Conductor/Foreman, first Brakeman/Yard Helper, must-fill second Brakeman/Yard Helper and Guaranteed Extra Board positions on each Seniority District when this Agreement is implemented. This initial number will be reduced by the number of employees working on the effective date of this Agreement receiving a separation allowance as provided for in Article V of this Agreement. (See Side Letters #4, 7 and 14. Also, reference Article III Section 4b)

Section 13. Reserve Board and blankable second Brakeman/Yard Helper positions will not be occupied when employees hired after the effective date of this Agreement are working. (See Q&A #13)

Section 14. The Carrier is permitted to blank one second Brakeman/Yard Helper assignment for each regular-assigned (not including Extra Board) employee selecting the Reserve Board option. As the Reserve Boards are attrited, crew consist requirements shall be governed by Article I of this Agreement.

#### ARTICLE V SEPARATION ALLOWANCE

Section 1. Beginning November 6, 1989, the Company will solicit for a period of thirty (30) days, voluntary separation requests from eligible train and yard service employees. The amount of the separation allowance shall be an amount equal to the greater of the employee's train and yard service earnings on the Second and Third Seniority Districts during either the 1987 or 1988 calendar years, subject to all applicable taxes. If the 1988 year is utilized, Productivity Fund Payments for 1988, received in 1989, will be included. The minimum separation allowance is as follows:

Hired between September 15, 1980 and  
the effective date of this Agreement: --- \$25,000

Employees protected by the Crew Consist  
Agreement effective September 15, 1980: --- \$50,000

Section 2 (a) Under this Article V, an employee eligible for a separation allowance is an employee holding seniority and performing service on the Second or Third Seniority Districts.

(b) Eligible employees applying for the separation allowance may elect to receive the allowance as follows:

- 1) In one (1) lump sum payment.
- 2) In twelve (12) equal monthly payments, in addition to the following:

- i) Career aptitude testing and assessment and career counseling provided by the company or at the company's expense.

- ii) Reimbursement up to a maximum of \$3,000 for cost of tuition at an accredited college or university.

- iii) Reimbursement up to a maximum of \$2,000 for employee's use of employment search agency.

- iv) If the employment search agency option is not selected, the \$2,000 reimbursement may be utilized as a supplemental tuition aid, bringing maximum amount available for tuition aid to \$5,000 (including the \$3,000 maximum reimbursement described in "ii" above.)

- 3) In twenty four (24) equal monthly payments.

An employee electing to receive the separation allowance in equal monthly payments will receive the first payment thirty (30) days after he/she resigns. Each installment will come on a monthly basis thereafter.

(c) Any employee who wishes to accept the separation allowance in monthly installments must give the designated officer notice when making application.

## ARTICLE VI VACANCIES

Section 1 (a) When permanent vacancies occur on a regular must-fill job, (Conductor/Foreman and first Brakeman/Yard Helper positions), Guaranteed Extra Board or Reserve Board, employees may elect, by seniority option, to fill the vacancy. If the vacancy is not filled, it shall be filled by the recall of a furloughed employee. If the vacancy is filled, the resulting vacancy shall 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 blankable second Brakeman/Yard Helper positions will be assigned to the regular job or Guaranteed Extra Board subject to Section 1(c) of this Article VI; however, they shall not be force assigned to the Reserve Board. If no such employee is available, the junior employee among those holding Reserve Board positions will be recalled. (See Side Letter #15, Q&A #16)

(b) The application process, rather than bulletins, shall be used to fill these vacancies. This process shall be utilized for one hundred twenty (120) days after the implementation of this Agreement. Thereafter, either party upon twenty (20) days written notice may cancel this Section 1(b) for either the Road or Yard. If so cancelled, the bulletin process shall be utilized. (See Side Letter #16)

(c) Employees recalled from the Reserve Board or forced from a second Brakeman/Yard Helper position shall have the right to exercise their seniority and take any position held by an employee with less seniority.

(d) No temporary vacancy on any blankable second Brakeman/Yard Helper position to which an employee is regularly assigned shall be filled. (See Side Letter #27)

Section 2 (a) Employees holding a regular assignment may not be forced to the Reserve Board. They may be forced from blankable/Reserve Board positions to must-fill positions or Extra Boards in accordance with existing schedule rules. (Reference Article VI Section 1(c) above)

(b) In the application of forced assignments as provided for in this Article VI, employees removed from second Yard Helper/Brakeman positions to facilitate filling of must-fill Yard vacancies or Guaranteed Extra Boards will be allowed an open bump or right of displacement. The Road service employees forced to Yard service, as a result of the Carrier forcing the second Brakeman, will likewise be allowed an open bump in the Yard and will be guaranteed the difference in earnings between what they would have earned on the Road and the amount of earnings they receive in the Yard for so long as they remain forced to the Yard. This section will apply only to employees holding seniority as of the effective date of this Agreement.

Section 3. For eligible employees on the Second/Third Seniority Districts, there shall be a so-called "Sadie Hawkins Week" the first week of May to be effective June 1, and the first week of November to be effective December 1. The "Sadie Hawkins Week" applies only to employees wishing to exercise seniority to or from a Reserve Board. Local Chairmen will work with Carrier representatives in the implementation of "Sadie Hawkins Week."

see p. 56  
Agmt  
dated  
12-6-89

ARTICLE VII  
PRODUCTIVITY FUND/SPECIAL ALLOWANCE

Section 1. For each tour of duty or trip operated on the Second/Third Seniority Districts with a crew consist of one (1) Conductor/Foreman and one (1) Brakeman/Yard Helper over the number of employees on the Reserve Board, the Company will pay into the appropriate Employees' Productivity Fund the sum of \$55.00. 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 Employees' 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. (See Side Letter #28)

Section 2. The Productivity Fund payments will be distributed in accordance with the basic Crew Consist Agreement.

Section 3. The Special Allowance payments provided for in the basic Crew Consist Agreement will apply to crews operated with one (1) Conductor/Foreman and one (1) Brakeman/Yard Helper under this Agreement. The Special Allowance will be increased to \$10.00 for employees hired prior to the effective date of this Agreement and is subject to all wage and COLA increases. For employees hired after the effective date of this Agreement, the Special Allowance will be frozen at \$8.12 and will not be subject to any further increases. (See Side Letter #17)

ARTICLE VIII  
MORATORIUM

It is agreed the Moratorium provision of the October 9, 1980 Letter of Understanding to the basic Crew Consist Agreement is amended as follows:

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, special allowance payment to reduced crew members, employee productivity fund deposits and administration thereof. This section will not bar the parties from making changes in the above provisions by mutual agreement.



ARTICLE IX  
GENERAL

Section 1. Nothing in this Agreement is intended to modify or supersede the Basic Crew Consist Agreement effective 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.


Section 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.


Section 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.

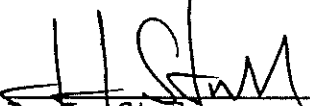
Signed at Portland, Oregon, this 21<sup>st</sup> day of December, 1989.

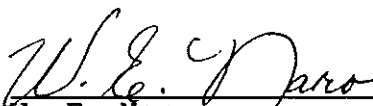
FOR THE ORGANIZATION:


FOR THE CARRIER:


  
L. L. Nelson  
General Chairman - UTU (C&T)

  
W. S. Hinckley  
Director of Labor Relations

  
J. F. Stull  
Local Chairman (UTU #1574)  
Second Seniority District

  
W. E. Naro  
Director Employee Relations/  
Planning

  
D. L. Gorrell  
Local Chairman (UTU #473)  
Third Seniority District

  
R. J. Larsen  
Local Chairman (UTU #473)  
Third Seniority District

Agreed Upon Questions & Answers

1. Q. For each buyout accepted under Article V of the Agreement, is the minimum number of Reserve Board positions reduced on a one-for-one basis?  
A. Yes, for each active employee. No, for each furloughed employee.
2. Q. Does a protected employee, as provided for by the basic Crew Consist Agreement effective September 15, 1980, have the option to place on either the Reserve Board or the Second Brakeman position?  
A. Yes, seniority permitting.
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.
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 employees who cannot hold a must-fill position, the Guaranteed Extra Board or a Reserve Board (second Brakeman/Yard Helper position) as a result of the reduction in the number of regular jobs?
- A. The employee goes furloughed in the same manner as he/she would before this Agreement.
8. Q. If an employee is displaced, may he/she displace to a Reserve Board?
- A. Yes, seniority permitting.
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 (time) 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. They, however, will receive the greater of the two.
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.

13. Q. Does Section 13 of Article IV permit the Carrier to hire one or more new employees after the effective date of this Agreement and thereby eliminate the Reserve Board and a protected employee's right to a second Brakeman/Yard Helper position.
- A. No. The Carrier must utilize all second Brakemen/Yard Helpers and Reserve Board employees prior to hiring any additional employees. A protected employee could not thereafter occupy a Reserve Board, (second Brakeman/Yard Helper) position until all non-protected employees are furloughed.
14. Q. Under Article VI - Section 2(a), what is meant by the term "regular assignment"?
- A. Any working position.
15. Q. If an employee has his request for a guaranteed lay-off under Article III - Section 5 delayed due to the needs of the Carrier service, what procedures will be used to notify the employee as to when the lay-off will be granted?
- A. Employee requests will be listed in order of request. When the Extra Board lay-off percentage is such that additional lay-offs will be granted, the first employee on the list will be called and offered the lay-off requested. The employee will have the option of laying off at that time or withdrawing the request, holding their position on the Board.
16. Q. Will non-protected furloughed employees hired after the date of this Agreement be recalled in accordance with Article VI - Section 1(a) when there are protected employees holding blankable or Reserve Board Positions?
- A. No. Only protected furloughed employees will be recalled under Section 1(a). Protected employees holding blankable or Reserve Board positions will be recalled to fill vacancies prior to non-protected furloughed employees being recalled.
17. Q. In the application of Article III, Section III (a), (b) and (c) does the term "not available" apply to employees not rested on the Extra Boards?
- A. No.

18. Q. Does an employee who was hired after the effective date of the 1980 Crew Consist Agreement and prior to December 21, 1989 have entitlement to place on the Reserve Board on his/her respective seniority district?
- A. Yes, those employees have been granted rights as protected employees under this Agreement to the extent that they may place on Reserve Boards, however only employees hired on or before September 15, 1980 have rights to place on blankable second Brakeman/Yard Helper positions.
19. Q. How will each day an employee is marked up on a Guaranteed Extra Board be applied for qualifying for vacation?
- A. The amount of make up guarantee will be converted to equivalent days in miles or hours as contemplated by the 1949 National Vacation Agreement and that number of days in addition to time worked, will be considered as qualifying days for vacation purposes.
20. Q. For the purposes of Holiday pay, does time spent on the Reserve Board count as meeting the requirements of "qualifying days" and does it contribute to the work requirements of "11 days out of the preceding 30 days"?
- A. No. Although the employee is in service and under pay the employee is not "working" for the purposes of the Holiday Pay Agreements and interpretations thereof.
21. Q. Does Section 3 of Article I prohibit the Carrier from operating retainer trains under any condition other than by use of a Utility Trainman to assist in setting or releasing retainers?
- A. No. If the Carrier calls an extra Brakeman to fill a reduced crew to a standard crew, or if the crew has been bulletined and assigned as a standard crew, the crew meets the requirements of the Crew Consist retainer rule and a Utility Trainman is not required.



#1

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

Dear Sir:

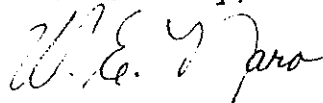
This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions of Article I, Section 1 of the Agreement, you expressed concern about reduced crews working with extremely long trains. We assured you that our concern was for employees to work safely in compliance with the operating and safety rules even though it would take longer to perform the work.

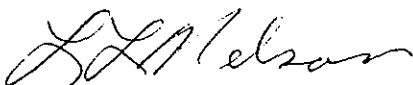
It was agreed Local UTU and Carrier Representatives will review local operations on a regular basis to ensure such operations are conducted in the safest and most efficient manner. It further was agreed reduced crews will not be censured, disciplined or harassed if they do take longer to perform such work.

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

Yours truly,



AGREED:



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 number of trip credits that should be allocated to employees who are on Guaranteed Extra Boards.

The question developed when we discovered that actual trip credits for these employees were less than those assigned to regular jobs. They had to be available for call during the month and some credit should be due for holding themselves available.

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 on the Second and Third Seniority Districts 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. E. T. pro*

AGREED:

*L. L. Nelson*

#3

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

Dear Sir:

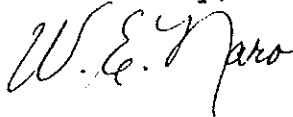
This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions on Article III - Section 3(d) of the Agreement, the question arose as to whether an employee on the Guaranteed Extra Board remained on the Guaranteed Board while the employee was absent "due to Bereavement Leave, Personal Leave Days, Vacations, Rule Classes, Jury Duty, Physical Examination or other instances where the employee is held at the instruction of the carrier."

You were advised the purpose of the guarantee is to act as a minimum of earnings for employees assigned to this Board. Employees assigned to this Guaranteed Extra Board will have days taken as set forth under Article III, Section 3(d) count as days on the board for guarantee purposes. Compensation received for these days, however, will be used as an offset to any guarantee that may be due.

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

Yours truly,



AGREED:



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

Dear Sir:

This refers to Article III, Section 4(b) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, on the Second/Third Seniority Districts and the handling of Extra Boards by the Organization prior to implementation of the Agreement.

It is understood that prior to implementation the Extra Boards will be regulated based upon the current Agreement Rules and practices in effect prior to the effective date of this Agreement.

It is further understood that at the end of the one hundred twenty (120) days referred to in Article III, Section 4(b) of the Agreement, the parties will meet and review the Guaranteed Extra Board records of the prior payroll period. These records will be used to set the number of employees on the Guaranteed Extra Boards based on the guarantee provisions of Section 1 of Article III for the purpose of determining adjustments to the Reserve Board.

The one hundred twenty (120) day period will end during the second half of April, 1990. The parties will meet during the second half of April when first half Extra Board records are available and make the adjustments at that time.

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

Yours truly,

*W. E. Naro*

AGREED:

*L. L. Nelson*

#5

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

Dear Sir:

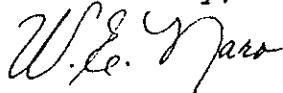
This is to confirm our discussions of Article III, Section 5 of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions the question arose concerning an employee who had worked/protected more than fourteen (14) days and requested two (2) days off. In the unlikely event that the request was denied and the employee worked/protected an additional seven (7) days, would the employee be entitled to take three (3) days off?

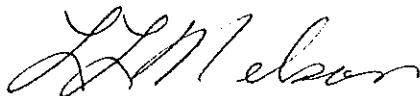
It was agreed the intent of the Agreement was not to allow an employee to accumulate days off. In this instance the employee was not attempting to accumulate and was denied the rest days due to operational requirements. Under Article III, Section 5, the employee cannot take more than two (2) days off at any one time but would qualify for the additional time to be taken at a later date.

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

Yours truly,



AGREED:





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

Dear Sir:

This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

Section 1(b) 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 1987 or 1988, whichever is greater".

It was agreed an employee's W-2 Form for the appropriate year will be used to determine the employee's earnings during the calendar year. Company records will be utilized for those employees who did not have all of their earnings on the territory involved. It was also agreed that effective March 1, 1990, employee's Reserve Board rate will be recomputed based on their 1989 earnings. If higher than the initial Reserve Board pay calculation, the higher rate will be utilized.

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, discharged 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,

*W. E. Mara*

AGREED:

*L. L. Nelson*

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

Dear Sir:

This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, as amended, for the Second/Third Seniority Districts.

In discussion of the language in "Note 2" of Section 1 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 a 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,

Mr. L. L. Nelsonpage 2

in the ebb and flow 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 reestablished when such employees are reduced off the Guarantee Extra Boards and off regular assignments.

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

Yours truly,

*W. E. T. pro*

AGREED:

*L. L. Nelson*

#8

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

Dear Sir:

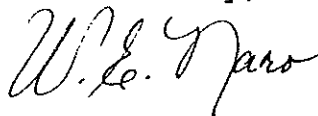
This is to confirm our discussion concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority District.

During our discussions of Article IV, Reserve Board, the question arose concerning employees who held seniority on the Second/Third District but were not working as Trainmen or Yardmen when the number of Reserve Board positions were determined.

It was agreed that if such employees returned to the Second/Third District after the effective date of this Agreement from Company positions such as Officers, Yardmasters and/or full-time trainer/instructors, they must work for a period of one year before being permitted to occupy a Reserve Board position.

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

Yours truly,



AGREED:



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

Dear Sir:

This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions of Article IV, Section 3 of this agreement, you expressed concern that an employee displaced from the Reserve Board would be unavailable and unable to mark up within 72 hours as required by the basic agreement.

It was agreed that the following procedures would be utilized:

- (1) An employee on the Reserve Board who is to be unavailable more than 72 hours will contact CMS and advise them of his/her unavailability and on what date he/she is to return. The employee must contact CMS upon his/her return.
- (2) This period of unavailability will not exceed 30 days but may be extended by contacting CMS in advance of the expiration of 30 days and obtaining approval.
- (3) If the employee is displaced during this period, he/she will have 72 hours from either the time notified by CMS or the date designated for his/her return as referenced in (2) above.

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

Yours truly,

*W. E. Maro*

AGREED:

*L. L. Nelson*



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

Dear Sir:

This refers to Article IV, Section 3 of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second and Third Seniority Districts.

A question has arisen as to whether an employee may move at will between Reserve Board positions and blankable second Brakemen/Yard Helper positions. It is not the intent of the Agreement to provide for movement between these positions on a daily or weekly basis. The following shall govern the movement of employees between blankable positions and Reserve Board positions:

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

An employee may make application under paragraph (1) and (2) above only once in a thirty (30) day period.

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

Yours truly,

*W. E. T. pro*

AGREED:

*L. L. Nelson*

#11

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

Dear Sir:

This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, as amended, for Second/Third Seniority Districts.

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.

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

Yours truly,

*W.E. Y pro*

AGREED:

*L.L. Nelson*

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

Dear Sir:

This refers to Article IV of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, on the Second/Third Seniority Districts.

A question has been raised as to which employee should be allowed to move to a Reserve Board position under the following fact situation:

- (1) Reserve Board consists of twenty-five (25) positions. Eighteen (18) of which are filled and seven (7) of which are not filled due to must-fill requirements.
- (2) Two (2) employees return to service from Leave of Absence, dismissal, etc., or two employees are displaced due to reduction in assignment. This would result in an increase of employees over the number necessary to fill all must-fill and Guaranteed Extra Board positions.
- (3) Two (2) of the remaining unfilled Reserve Board positions are available to eligible employees, increasing the number of Reserve Board positions available to be filled from eighteen (18) to twenty (20).

It is agreed that it is the intent of the parties to allow the senior employee who has an application on file for the Reserve Board to be allowed the exercise of seniority to this position, prior to allowing the employee who has been displaced from moving to the Reserve Board provided the employee with application is senior to the employee with right of displacement.

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

Yours truly,

*W. E. T. Jero*

AGREED:

*L. L. Nelson*

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

Dear Sir:

This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions of Article IV, Section 4(a), 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.

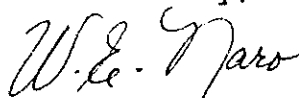
You expressed a concern that the Carrier could require an employee to report for any number of programs and tests that were not necessary for the employee to maintain his/her work proficiencies. Under the Carrier's interpretation the employee would not be additionally compensated.

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 problems.

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

Yours truly,



AGREED:



#14

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

Dear Sir:

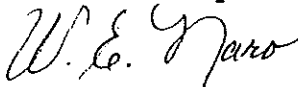
This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions, you expressed concern that certain groups of employees would participate in the buyout under this Agreement who were not counted in determining the number of Reserve Board positions. These groups were employees who were off on a personal injury, officers who held seniority on this territory, and those employees furloughed from this territory.

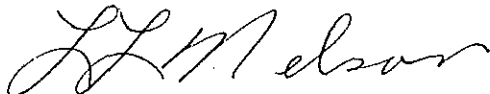
Such employees were not working on the effective date of this Agreement and will not be counted.

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

Yours truly,



AGREED:



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

Dear Sir:

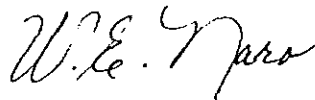
Questions have been raised concerning the filling of vacancies under Article VI, Section 1(a) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, covering the Second/Third Seniority Districts.

The issue involves the point at which the Carrier determines that a vacancy is not filled by application and furloughed employees must then be recalled or second Brakemen/Yard Helpers force assigned to the vacancy. Situations have developed where employees have been on the bump board or in the process of being displaced when employees holding second Brakemen/Yard Helper positions were forced to vacancies to which displaced employees may have exercised their rights to within the time limits of the working Agreement.

In order to avoid the unnecessary movement of employees it is agreed that the proper interpretation of Section 1(a) is that a vacancy is not "permanent" until employees who have displacement rights have exercised those rights. Should employees fail to place themselves within the time limits provided they will be forced to the existing vacancies prior to recalling furloughed employees or force assigning second Brakemen/Yard Helper employees.

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

Yours truly,



AGREED:



#16

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

Dear Sir:

This refers to Article VI, Section 1(b) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement, effective September 15, 1980.

Section 1(b) states that the application process, rather than bulletins, shall be used to fill vacancies. Questions have been raised as to how the application process works on new Yard and Local assignments, changes in assignments, changing to full crews, new cars in pool freight and additions to Extra Boards.

New Yard and Local assignments, changes in assignments (rest days, starting times, etc.) and assignments that go to and from reduced crews/full crews will have a notice posted advising of the details of the assignment as required in the October 1, 1975, work rules agreement. At the end of the notice period the vacancies will be filled by the senior applicant and resulting vacancies will be filled by the application process.

New cars and vacancies in pool freight service and Extra Board additions and vacancies will be filled by application.

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

Yours truly,

*W. E. T. pro*

AGREED:

*L. L. Nelson*

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

Dear Sir:

This refers to Article VII of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980. Questions were raised concerning the payment of the Productivity Fund and Special Allowance when Utility Trainmen, Herders and/or Extra Board employees or other employees are assigned to assist short crews during their tour of duty.

It was agreed that the Productivity Fund would be credited and Special Allowance would be paid to reduced crews based on the assignment being bulletined as a reduced crew and irrespective of whether the crew was assisted by a single assignment (Utility Trainmen, Herders, etc.) or from the Extra Board. When a protected employee bids on a blankable position the Productivity Fund and Special Allowance will not be paid, except as provided in the September 15, 1980, Crew Consist Agreement.

Should the Carrier change the bulletin to a full crew, then the Productivity Fund and Special Allowance will not be paid.

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

Yours truly,

*W. E. Naro*

AGREED:

*L. L. Nelson*



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

Dear Sir:

This is to confirm our discussion concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980.

During our discussion of the Hinkle Yard operation, two questions arose as follows:

- 1) Should "Trim" jobs be operated with full (standard) crews?
- 2) Would the Yard Helper (Pin-Puller) on the "Hump" job be allowed periodic rest breaks?

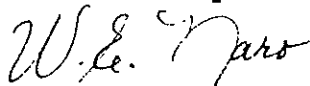
To resolve these issues, it was agreed the Trim jobs would remain full (standard) crews for so long as the present operation continues. It was further agreed that any Yard Engine engaging in Trimming operations would be manned by a full (standard) crew. If the operation is changed so that the Foreman can work "on ground" with the crew during Trimming operations, the Carrier may reduce these crews to a Foreman and one (1) Yard Helper.

The General Chairman and the Local Chairman will meet with the Director Labor Relations and Terminal Superintendent to review any changes which have taken place that might permit Trim crews to be reduced, in an effort to reach agreement on crew reduction. Such meeting will be held prior to any actual crew size reductions to Trim crews.

With respect to providing a rest break for the Hump Pin-Puller, it was agreed that if the Pin-Puller works two and one-half (2½) hours without at least fifteen (15) minutes release from his duties, this employee will be allowed a fifteen (15) minute uninterrupted break. This rest break is to be separate from, and in addition to, the lunch period.

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

Yours truly,



AGREED:



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

Dear Sir:

This is to confirm our discussions with respect to your concerns the Carrier will not run reduced crews even when the December 21, 1989 Crew Consist Modification Agreement allows the use of reduced crews.

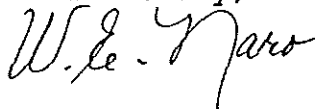
You were advised that the purpose of this Agreement was to work with reduced crews. While there may be instances where full crews would be needed either because of operational requirements or a lack of sufficient radios, the Carrier would not arbitrarily run full crews to avoid payment of the productivity 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 one hundred twenty (120) days from the date of implementation to secure a sufficient supply of radios for reduced crew operations on the Second/Third Seniority Districts and after that date, 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 develops 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:



#20

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

Dear Sir:

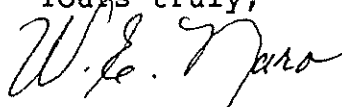
This is to confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

During our discussions you advised that a problem had arisen concerning employees being able to have recharged batteries for their radios. This was caused by the fact that there were insufficient chargers available.

It was agreed the Carrier would obtain chargers for each employee on the Second/Third Districts. The order for these chargers will be placed no later than November 30, 1989, and will be assigned in seniority order as they arrive.

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

Yours truly,



AGREED:



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

Dear Sir:

This will confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

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 one hundred twenty (120) days of December 1, 1989.

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

Yours truly,

*W. E. Maro*

AGREED:

*L. L. Nelson*

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

Dear Sir:

This refers to Article III, Section 2(b) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980.

Section 2(b) refers to penalty claim payments being paid in addition to the employee's guarantee. Two questions have arisen concerning this Section. The first question concerns the procedural handling of time claims since employees may be working several different positions during the time between the original claim and the settlement. To alleviate procedural concerns the following guidelines and examples are adopted:

- 1) The payroll period in which the incident happened will be the determining factor for all future handling.

Example: Employee A is on the Guaranteed Extra Board on August 29. He is used off his seniority district in emergency service, however, he does not make a claim until September 2. On September 2 he is working a pool freight assignment. The claim is settled on December 5 when the employee is again working on the Guaranteed Extra Board.

The last half August payroll will be used to determine all aspects of the claim.

- 2) The guarantee paid during the payroll half when the incident occurred will be used for determining any offset to the claim.

Example: An employee earns \$150 guarantee during the last half August. Two claims are filed during the last half August, one a penalty claim for \$100 and one a work performed claim for \$200. They are settled on the first half December when the employee earns \$500 guarantee off the Extra Board.

The \$500 guarantee on the settlement payroll period is ignored because the claims happened on the last half August. The \$100 penalty claim is allowed because it is in addition to any guarantee. Only \$50 of the \$200 working claim is allowed because the employee was allowed \$150 guarantee. Had the employee been properly paid on the last half August he would have received \$200

in working pay and the guarantee would not have been paid. The amount due is thus \$50 (\$200 - \$150) plus the \$100 penalty pay.

The second question concerns what payments are considered to be penalty payments. In reviewing this matter the parties agreed that it would not be practicable to attempt to list all such possible payments; however, the following general guidelines would apply:

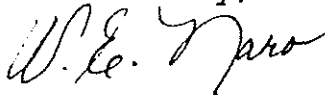
- 1) Payments that are made due to an employee being disadvantaged in his earning capacity as a result of Carrier mishandling, something recognized as a contractual violation and not just an interpretation of pay entitlement as provided by Agreement. The employee being used outside his/her assigned territory would be an example of a penalty payment. Other examples, but not limited to the following would be:
  - a) Runaround payments.
  - b) Road switcher used outside assigned territory.
  - c) Used off seniority district (Albina Yard Extra Board employee used on First Seniority District in emergency).
  - d) Wrongfully used off his/her assignment outside agreed upon vacancy procedures.
- 2) Payments that are made to make an employee whole for loss of earnings are not penalty payments. Examples, but not limited to the following would be:
  - a) An employee is not marked up to the Board due to Company error. He files a claim for 500 miles lost earnings. Due to this error the Carrier makes the employee whole for his lost earnings.
  - b) In a time claim conference, claims for work performed but not paid for, i.e., air pay, side trips, switching allowances, are allowed. Had these been originally allowed, they would have been used as a guarantee offset and the claim settlement is a make whole settlement and is used as an offset.
- 3) Payments provided for by Agreement such as regular pay or pay for time in lieu of work are not penalty payments. Examples, but not limited to the following would be:

- a) Payments listed in 2(b) above.
- b) More than one class of road service.
- c) Called and released.
- d) Held-Away-From-Home Time.
- e) Initial and Final Terminal Delay.
- f) Overtime.
- g) Deadheading.

The above guidelines and examples are not all inclusive, but are intended to provide guidance to the parties to assist in settling disputes as they arise.

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

Yours truly,



AGREED:



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

#23

Dear Sir:

This refers to Article III, Section 4(a) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980.

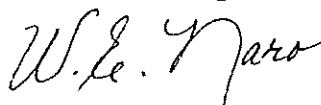
Section 4(a) provides for the Carrier to regulate the number of employees on the Guaranteed Boards. Both parties have an interest in stabilizing the Boards and in providing enough employees to meet the needs of service. To meet these requirements, the parties agree to the following:

- 1) Prior to implementation the Local Chairman and the Director-CMS will agree on the specific day and time of the week to adjust each Board on a regular basis. Thereafter any change in regulation days must be approved by the General Chairman. The General Chairman and Director Labor Relations may agree to adjust the Board at other times if the need arises.
- 2) Those provisions that require additional positions to be added to the Board for seven days shall operate independent of Section 1 above.
- 3) The Carrier may replace Extra Board employees who are removed from active service without waiting for the regular adjustment period. This may include employees laid off personal injury, removed due to discipline, vacations, etc.

Should problems arise with the regulation of Extra Boards, the Carrier and the Organization shall meet within 30 days of request by either party and endeavor to solve the problems.

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

Yours truly,



AGREED:





#24

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

Dear Sir:

This refers to Article III, Section 1 of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980.

Article III, Section 1, provides for the establishing of Guaranteed Extra Boards. Rule 30(d) of the October 1, 1975 working Agreement provides for Home or Feeder Boards to be designated when there are two or more Extra Boards on one Seniority District. The parties agree to designate the following Feeder Boards.

Feeder Board

Covers

a) Albina Yard Board

The Dalles  
Combination Board

b) La Grande  
Combination Board

Hinkle Yard Board

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

Yours truly,

*W. E. Naro*

AGREED:

*L. L. Nelson*

#25

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

Dear Sir:

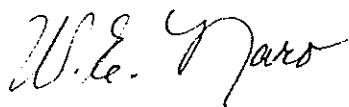
This refers to Article III, Section 5 (f) (i) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement, effective September 15, 1980.

Section 5 (f) (i) refers to twenty (20) percent of the Extra Board being off as a factor in determining when guaranteed time off requests will be granted. In conference, we discussed the need to define what would and would not be counted in determining the twenty (20) percent. The following is agreed to as not counting towards the twenty (20) percent:

- a) Vacations.
- b) Student qualifying trips.
- c) Laid-Off Company.
- d) Personal injuries after 72 hours.

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

Yours truly,



AGREED:



#26

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

Dear Sir:

This refers to Article IV, Section 6 (a) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement, effective September 15, 1980.

Questions arose as to whether the term "other employment while on the Reserve Board" included such work as a Company Officer, Instructor or ADEPT Instructor, etc. It is agreed that employees who elect to work in these capacities cannot hold positions on the Reserve Board. They may relinquish Reserve Board positions and then perform these services.

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

Yours truly,

*W.E. Naro*

AGREED:

*L.L. Nelson*

#27

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

Dear Sir:

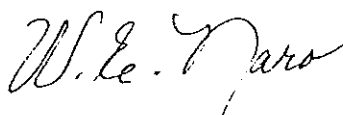
This refers to Article VI, Section 1 (d) of the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980.

The parties agree that, if business levels decline to the point where employees with seniority dates established prior to September 15, 1980, may become furloughed, temporary vacancies on blankable second Brakeman/Yard Helper positions to which an employee is regularly assigned will be filled by employees with pre-September 15, 1980 seniority dates working on the protecting Extra Boards.

Employees who establish seniority in train service subsequent to September 15, 1980 shall not be permitted to fill temporary vacancies on blankable second Brakeman/Yard Helper positions.

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

Yours truly,



AGREED:



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

Dear Sir:

This is to confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority Districts.

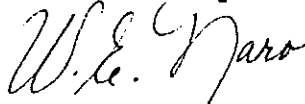
During our discussions of Article VII, Section 1 of the Agreement, questions arose as to application of Reserve Board offsets for the purpose of Productivity Fund payments. It was agreed that the offsets referenced in Article VII, Section 1 will be applied as follows:

The total number of employees assigned to the Reserve Board used as an offset against the number of Productivity Fund plugs for reduced crews operated on a territory is limited to a five (5) day per week basis, i.e. offsets for Reserve Board employees may be made only for five (5) days.

When employees who are assigned to the Reserve Board qualify for and take vacation, their Reserve Board positions will not be counted in the offset against Productivity Fund payments.

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

Yours truly,



AGREED:



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

Dear Sir:

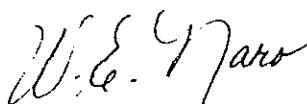
This is to confirm our discussions concerning the December 21, 1989 Agreement modifying the basic Crew Consist Agreement effective September 15, 1980, for the Second/Third Seniority District.

During our discussions of this Agreement, you expressed concern with the implementation of the Modified Crew Consist Agreement and the ATCS/Work Order System. Your two primary concerns were: (1) the Carrier would artificially reduce the Reserve Boards in order to implement the ATCS/Work Order System; and (2) the Conductor/Foreman in the reduced crew operations would be preoccupied with operation of the computer rather than assisting the Brakeman/Helper in the performance of their switching duties.

You were advised the Carrier had no intention of artificially reducing the Reserve Boards because of implementation of the ATCS/Work Order System. Only those employees on the Reserve Board who apply for extra work as provided in Section 6 (b) of Article IV of the Modified Crew Consist Agreement and the first 10% of the Reserve Board who would be subject to recall will be trained. All other employees on the Reserve Board will not be trained until they fall within the next 10% to be recalled or are recalled.

With respect to your second concern, you were advised that the ATCS/Work Order System does not change the responsibility of the Conductor/Yard Foremen to assist in switching operations. Although these employees will be utilizing a computer where they used a pencil and paper before, they will still be obligated to work with the Brakeman/Yard Helper as they did before. I further assured you that this point would be emphasized in the ATCS/Work Order Training for Conductors.

Yours truly,



AGREED:



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

Dear Sir:

This will confirm our discussions of application of Article IX - Personal Leave of the basic Crew Consist Agreement effective September 15, 1980 and agreed upon interpretations thereof and modification of same as provided for by Article III; Section 5 (h) of the December 21, 1989 Modified Crew Consist Agreement.

The parties have agreed that the restrictions imposed by the 1980 Crew Consist Agreement in the application and utilization of Personal Leave are no longer valid under current operating conditions, therefore Personal Leave will now be applied as follows:

All employees, regular or extra, holding Personal Leave entitlement under Article IX of the September 15, 1980 Agreement covering Crew Consist may request a paid personal leave day(s) to be deducted from their allotment when laying off. In those cases the employee shall be allowed the day(s) without the need to wait for his/her train to be called as provided in the September 15, 1980 Agreement. Extra men shall be paid in accordance with provisions of Article III, Section 3(d) and Side Letter #3 of the December 21, 1989 Modified Crew Consist Agreement. Regular men shall be paid in accordance with existing Schedule Rules.

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

Yours truly,

*W.E. Naro*

AGREED:

*L.L. Nelson*

UNION PACIFIC RAILROAD COMPANY

UNION PACIFIC RAILROAD COMPANY  
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

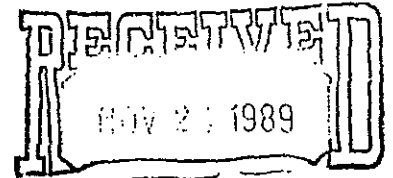


1416 DODGE STREET  
OMAHA, NEBRASKA 68179

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

April 20, 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 meeting of April 19, 1990, which complied with the provisions of the Modified Crew Consist Agreement effective December 21, 1989, requiring a 120-day meeting to adjust the Guaranteed Extra Board and Reserve Boards.

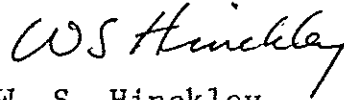
I was pleased to hear the comments made by the Third District UTU Committee concerning the higher morale, more time off and lower personal injuries that the Agreement provided their members. In addition, we noted that the productivity fund was currently in excess of \$20 per share, which also provides a clear financial benefit to the employees.

In the meeting the following was agreed to:

1. The Third District Reserve Board was adjusted to 55 positions due to Extra Board adjustments.
2. The Second District Reserve Board was adjusted to 56 positions due to Extra Board adjustments.
3. All road, yard and combination Extra Boards on the Second and Third Districts would be adjusted on Tuesdays, effective April 24, 1990..
4. While Side Letter #16 provides for a notice on new and changed yard and local assignments, the filling of the initial vacancies will be handled by the application process.
5. The two conditions required for twenty (20) trip credits in Side Letter #2 are (a) be on the Extra Board the entire month; and (b) not lose your guarantee for either half of the month. A layoff without loss of guarantee does not impact the opportunity to receive the twenty (20) trip credits.

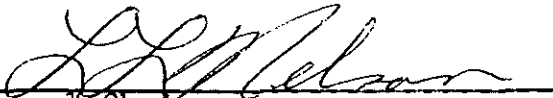
Should the items listed above be in accordance with your records of the meeting, please sign all four copies and return two to this office.

Yours truly,



W. S. Hinckley  
Director Labor Relations

AGREED:

  
General Chairman

# AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY  
Northwest District-Oregon Division

and

UNITED TRANSPORTATION UNION (C&T)  
Second Seniority District

Fence provisions of the various Agreements restrict movement to or from the job assignment outside the bulletin period of the assignment. In order to comply with Article II - Implementation, of the Modified Crew Consist Agreement effective December 21, 1989, the parties agreed to include the fence jobs in the rebulletining of all assignments during the first half December 1989. This was done to accord all employees under the Agreement a fair opportunity to exercise their seniority.

In addition, Article VI, Section 3 of the Modified Crew Consist Agreement provides for a Sadie Hawkins Week twice a year. One is scheduled the first week of May to be effective June 1 and the other is scheduled the first week of November to be effective December 1. It is the intent of the parties to coordinate the fence provisions of the Castle Turn, (ODB-4160) and the provisions of the Traveling Switcher Agreement dated December 21, 1973 (Appendix No. 5 of the October 1, 1975 Agreement) as amended by Agreement dated May 30, 1986 (LR 520-17), with the Sadie Hawkins provisions of the Modified Crew Consist Agreement effective December 21, 1989.

Therefore it is agreed:

(1) The one year period of the fence provisions is amended to read June 1 through May 31. The assignments will be bulletined during the first week of May to be effective June 1 so that they run concurrent with the Sadie Hawkins provisions for movement to or from a Reserve Board.

(2) The fence provisions will not apply to employees who hold blankable positions.

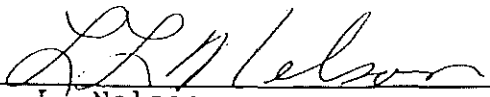
(3) Employees may not use the December Sadie Hawkins provisions to displace an employee on a fence job, except when such senior employee is unable to hold any other position (Regular or Extra) on the Seniority District.


(4) Employees on fence jobs will not be allowed to make application to the Reserve Board except during the Sadie Hawkins week bulletined the 1st week of May to be effective June 1 of each year.

Signed this 6th day of December, 1989 at Portland, Oregon.

UNITED TRANSPORTATION UNION

UNION PACIFIC RAILROAD COMPANY

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

  
W. S. Hinckley  
Director Labor Relations  
UPRRCo.

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,

W. S. Hinckley  
Director Labor Relations

AGREED:

  
General Chairman, UTU C&T