

MEMORANDUM AGREEMENT

380.10-4

The parties entered into three separate Modified Crew Consist Agreements covering the Oregon First, Second, Third, Fourth and Fifth Seniority Districts and the SIRR. The Agreements were negotiated consecutively and each area had unique circumstances; i.e., furloughed employees in some areas, post 1985 new hires in other areas, assigned service for some employees, etc.

Due to the reasons specified above the language and terms in the three Agreements are different in some aspects. Some differences are intended and some are not. In order to coordinate those items that are intended to apply to all three Agreements the parties agree that the following shall apply to the three Modified Crew Consist Agreements, in addition to the provisions already contained therein:

A. GUARANTEED EXTRA BOARDS:

- (1) Guarantee rates of pay will be subject to all wage and COLA increases provided by National negotiations.

B. RESERVE BOARDS:

- (1) 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.
- (2) 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 applicable Sections of the Reserve Board Articles will be eligible for payment of these special allowances and may earn vacation for the following year, the same as any other regular employee.

C. PRODUCTIVITY FUND/SPECIAL ALLOWANCE: (Hinkle - North)

- (1) Effective June 1, 1990, the Productivity Fund Payment shall be \$55.00.
- (2) 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. The increase will be effective June 1, 1990.

380.10-4

D. VACANCIES:

- (1) The application process, rather than bulletins, shall be used to fill vacancies. 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.
- (2) 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.

In addition to the above, the attached Questions and Answers and Side Letters are part of this Agreement.

Signed this 31 day of May, 1990, at
Portland, Oregon.

UNITED TRANSPORTATION UNION


General Chairman

UNION PACIFIC RAILROAD COMPANY


Director Labor Relations

COORDINATION AGREEMENT SUPPLEMENTAL
QUESTIONS AND ANSWERS

1. Q. Does Section B(1) of the Coordination Agreement 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.
2. Q. Will non-protected furloughed employees hired after the date of this Agreement be recalled in accordance with the various vacancy procedures when there are protected employees holding blankable or Reserve Board positions?
- A. No. Only protected furloughed employees will be recalled under those procedures. Protected employees holding blankable or Reserve Board positions will be recalled to fill vacancies prior to non-protected furloughed employees being recalled.
3. Q. In the application of the various Sections covering reductions in guarantees pertaining to the Guaranteed Extra Board, does the term "not available" apply to employees not rested on the Extra Board?
- A. No.
4. 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.
5. 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.

WJA
R. H. 11

UNION PACIFIC RAILROAD COMPANY

Side Letter 1(A)



1400 DE STREET
OMAHA, NEBRASKA 68102

January 10, 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 Article X, Section 3 of the Modified Crew Consist Agreement dated July 13, 1989, covering the Oregon First Seniority District.

Section 3 states that an employee on the reserve board must "...work, seniority permitting, for six continuous months in every thirty month period...". Later the Section advises that employees who have "...not met this requirement at the end of a thirty month period shall have their reserve pay halted...".

Questions have arisen as to whether the reserve pay is halted at the end of twenty-four months if the employee does not return to service at that time or after the thirty month period. It was the intent of the parties to require an employee to begin service sufficiently in advance of the thirty month period to achieve the six months continuous service prior to the end of the thirty month period. The intent of the language was to halt reserve pay at the point in time when the requirement could not be met (twenty-four months).

This intent was clarified in the Oregon Second/Third Seniority District Modified Crew Consist Agreement where in Article IV, Section 4(b) the words "at the end of a thirty month period" were purposefully omitted and reserve pay is to be halted when the requirement cannot be met.

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

Yours truly, ,

A handwritten signature in dark ink, appearing to read "W S Hinckley".

W. S. Hinckley
Director Labor Relations

AGREED:

A handwritten signature in dark ink, appearing to read "L L Nelson".
General Chairman, UTU-C&T

Handwritten initials or a signature in the bottom right corner, possibly "W S H" or similar.

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.

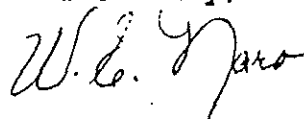
A question has arisen as to whether an employee may move at will between Reserve Board positions and blankable second Brakemen/Yard Helper positions. It is not the intent of the Agreement to provide for movement between these positions on a daily or weekly basis. The following shall govern the movement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

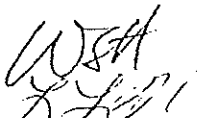
An employee may make application under paragraph (1) and (2) above only once in a thirty (30) day period.

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

Yours truly,



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

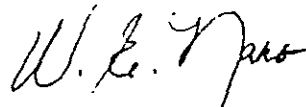
A question has been raised as to which employee should be allowed to move to a Reserve Board position under the following fact situation:

- (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).

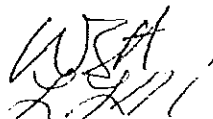
It is agreed that it is the intent of the parties to allow the senior employee who has an application on file for the Reserve Board to be allowed the exercise of seniority to this position, prior to allowing the employee who has been displaced from moving to the Reserve Board provided the employee with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



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 ⁽¹⁶⁾employees it is agreed that the proper interpretation of Section 6 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,

W.E. Vero

AGREED:

L.L. Nelson

W.E. Vero

UNION PACIFIC RAILROAD COMPANY

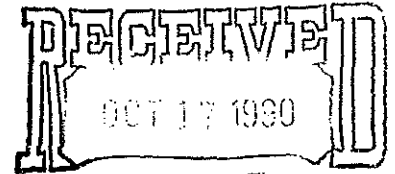


1416 DODGE STREET
OMAHA, NEBRASKA 68179

September 19, 1990

380.10-4

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



Dear Sir:

Several questions have arisen due to the force assignment of employees to various vacancies, as to when Side Letter No. 4 (a) (Side Letter No. 15 of the Second/Third District Agreement) of the Coordination Agreement applies and whether it amends Rules 33 (m) and (n) and 52 (b) of the Northwest District Agreement effective October 1, 1975.

Side Letter No. 4 (a) was written to prevent the force assignment of employees on blankable positions (Second Brakeman/Helper) to must-fill vacancies, when the number of employees on must-fill positions and on the Bump Board were equal to the total number of must-fill assignments. It was not intended to prevent the force assignment of employees on blankable positions when there were more must-fill assignments than available employees on must-fill positions and the Bump Board.

It was not the intent of Side Letter No. 4 (a) to eliminate the requirements of rules 33 (m) and (n) and 52 (b). If such were the case, it would unfairly impact the rights of senior employees under these rules. The recall of employees from the Reserve Board and blankable brakemen/yardmen positions (who have displacement rights) still permits force assignment under the rules listed above.

Yours truly, .

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

W. S. Hinckley
Director Labor Relations

Agreed:

A handwritten signature in cursive script, appearing to read "L. L. Nelson".

General Chairman UTU-C&T

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

W.E. T. pro

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,

W. E. G. pro

AGREED:

L. L. Nelson

W. E. G. pro
2/2/90

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. Mars

AGREED:

L.L. Nelson

*WSA
L.L. Nelson*

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68102



January 11, 1990

Side Letter 8(A)-1
Coordination Agreement

Files: 2130-1
380.10-4

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

Dear Sir:

The Articles covering vacancies in the three Modified Crew Consist Agreements, identified as follows:

Article VI - Second/Third Seniority Districts
Article XIII - First Seniority District
Article VII - Fourth/Fifth/SIRR Districts

were not intended to conflict with Rule 30 of the Working Agreement effective October 1, 1975. The proper procedure to be followed when a permanent vacancy exists on a Conductor's Extra Board and no applications are on file, and no Conductors are furloughed is to assign the junior unassigned Conductor at the point.

This employee may be working a must-fill Brakeman/Yard Helper position, blankable Brakeman/Yard Helper position, or be on the Reserve Board. When Conductor vacancies are filled resultant Brakemen/Yard Helper positions are filled by use of the appropriate Article referred to above.

While employees recalled from the Reserve Board normally have a displacement right, if the employee is the junior unassigned Conductor at the point where the vacancy exists the employee is required to take the Conductor's position or displace a junior employee at some other point.

If the foregoing correctly sets forth the understanding reached in conference, please affix your signature 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

September 21, 1990

Coordination Agreement
Side Letter 8A-2)

Files: 2130-1
380.10-4

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

Dear Sir:

The Articles covering vacancies in the three Modified Crew Consist Agreements, identified as follows:

Article VI - Second/Third Seniority Districts
Article XIII - First Seniority District
Article VII - Fourth/Fifth/SIRR Districts

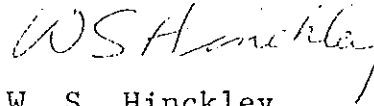
were not intended to conflict with Rule 33(M) of the Working Agreement effective October 1, 1975. The proper procedure to be followed when a permanent vacancy exists on a Conductor's assignment and no applications are on file, and no Conductors are furloughed is to assign the junior unassigned Conductor at the point and the remaining steps in Rule 33 (M) if there are none available at the point.

This employee may be working a must-fill Brakeman/Yard Helper position, blankable Brakeman/Yard Helper position, or be on the Reserve Board. When Conductor vacancies are filled resultant Brakemen/Yard Helper positions are filled by use of the appropriate Article referred to above.

While employees recalled from the Reserve Board normally have a displacement right, if the employee is the junior unassigned Conductor at the point where the vacancy exists, the employee is required to take the Conductor's position or displace a junior employee at some other point.

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

Yours truly,

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

W. S. Hinckley
Director Labor Relations

AGREED:

A handwritten signature in cursive script, appearing to read "L L Nelson".

General Chairman, UTU (C&T)

MEMORANDUM AGREEMENT

Of

UNDERSTANDING

380.10-4

The three Modified Crew Consist Agreements provide for the recall of employees from Reserve Boards to fill vacancies in certain instances. The Agreements provide for employees to have up to 30 days from the notice of recall to report for duty and provides for pay for 7 days from the notice.

Other provisions of the Agreements provide for employees on the Reserve Board to be away from their residence for up to 30 days provided that they notify CMS of absences of longer than 72 hours. Questions have been raised as to how these absences affect the notice of recall and time limits of the Agreements.

A review of notice provisions of other Agreements, (recall from furlough, discipline) and Arbitration Awards indicate that notice is considered as given based upon the postmark date on the envelope containing the notice, actual telephone notice of the letter or physical delivery of the letter. While notice under the Modified Crew Consist Agreements is governed by the same principles, it is agreed that a specific understanding of these principles would be beneficial to both the employees and the Carrier.