

MEMORANDUM OF  
A G R E E M E N T

Between the

UNION PACIFIC RAILROAD COMPANY

for the territory

OREGON DIVISION

NORTHWESTERN DISTRICT

and the

UNITED TRANSPORTATION UNION (C&T)

\* \* \* \* \*

IT IS AGREED:

1. The purpose of this Memorandum of Agreement is to amend the applicable existing rules and practices involving the Crew Consist Agreement dated September 15, 1980, and the Modified Crew Consist Agreements of October 28, 1988 (Hinkle North), July 13, 1989 (First District), and December 21, 1989 (Second and Third Districts), which address Crew Consist, Separation, Guaranteed Extra Boards, Reserve Boards, Productivity Funds, Special Allowances and other related matters as provided herein. Any rules, practices, or agreements not specifically modified or eliminated by this Agreement will remain in full force and effect.
2. All employees who established a seniority date prior to the effective date of the applicable Modified Crew Consist Agreements continue to be protected employees under provisions of those respective Modified Crew Consist Agreements.
3. All employees hired prior to the effective date of this agreement are protected employees under the terms of this agreement.

ARTICLE I  
CREW CONSIST

1. The basic Crew Consist Rules regarding standard or modified crew size as set forth in pre-existing Crew Consist Agreements shall continue to apply to pool freight, assigned through freight, local, road switcher, yard runs and other assignments, except as amended by this Agreement.
2. The Carrier shall be permitted to work Conductor-Only trains in pool freight service based on the following:
  - a. There shall be no car count or train length limitations in the operation of trains with crews consisting of a Conductor-Only.
  - b. Upon implementation of this agreement, the Carrier may commence "Conductor-Only" operations on those trains on which no more than a total of three (3) work events are performed between the initial and final terminal of the crew, regardless of length.

A work event is considered to be one (1) straight pick-up or one (1) straight set-out. Picking up, setting out, or exchanging one or more locomotives and setting out a bad order car shall not be considered an event. Work performed in the initial and/or final terminal(s) will be governed by applicable rules.

NOTE 1:

Straight pickup or setout, as referred to above, means pickup of a car or cars coupled together and first out that go together in one place in the train; straight setout means setout of a car or cars coupled together in the train that are set out in one movement. Hanging onto cars already in the train in order to make a straight pickup or straight setout is permissible under this agreement.

NOTE 2:

Each type of move, pickup or setout will be considered as separate work events for the purpose of application of this agreement. Thus a pickup and setout at an intermediate point will count as two work events. Conductors working Conductor-Only trains will not be required to perform more than three work events nor will they be censured or disciplined for refusal to do so.

- c. Conductor pools shall protect applicable pool freight service. When a brakeman is needed for pool freight service, the vacancy will be filled from the extra board protecting this service in accordance with vacancy procedures. Brakemen used in pool freight service shall be independent from the conductor and shall make the return trip only when called by the Carrier. A brakeman working to the away-from-home terminal shall not be worked back to the home terminal as a conductor except in accordance with existing vacancy procedures.

Trainmen held at the away-from-home terminal (HAHT) shall receive continuous "held-away-from-home" terminal time after being held 16 hours. No more than eight (8) hours of HAHT pay may be offset from an extra board guarantee during any one stay at the away-from-home-terminal.

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

- d. It is understood that crews in pool freight service may be operated with more crew members provided for in this agreement should the Carrier deem it necessary. Local UTU and Carrier representatives will review local operations on a regular basis to ensure such operations are conducted to reflect the safest and most efficient manner.
- e. A conductor-only crew member will not be censured, disciplined or harassed if the conductor takes longer to perform work than the time taken by a crew with two (2) or more employes.
- f. Conductor-Only operations in pool freight service shall also include the following:
- i. Made-up pool crews used in accordance with applicable rules to protect pool freight service.
  - ii. Pool crews transported to a point between terminals to handle a train from that point to the final terminal;
  - iii. Pool freight service Hours of Service relief which shall be subject to the three (3) work event restriction, but such restriction will not be reduced by any work events which may have been performed by the crew being relieved; and,
  - iv. Business car specials and light engine (no cars) operation.

3. The Carrier shall be permitted to work Conductor-Only/Foreman-Only assignments in through freight, local, road switcher and yard service limited to the following:

- i. Hours of Service relief (tow-in only);
- ii. Assigned yard transfer runs (which includes incidental work such as coupling cars in connection with the transfer movement so long as the cars are on the minimum number of tracks but does not include switching); and,
- iii. When one member of a Conductor/Brakeman or Foreman/Helper assignment leaves the assignment after going on duty, the remaining member of the crew may complete the assignment, but only to the extent that the work left to be performed will not involve or require switching, when the remaining work only requires delivery (replacing balance of cut of cars to a track or yarding a transfer movement into a track).

see pp 5455

SEE SLF 14

AMENDMENT  
TO

SECTION 3(iii)

*"When one member of a Conductor/Brakeman or Foreman/-Helper assignment leaves the assignment after going on duty, the remaining member of the crew may complete the assignment, but only to the extent that the work left to be performed will not involve or require switching. Rather, the only work that can be performed will be replacing the balance of the cut of cars to a track or yarding a transfer movement into a track."*

Should the parties be unable to reach agreement, either party may refer the issue to arbitration. Arbitration shall be subject to the following procedural requirements:

- a. No arbitration until twelve (12) months of local negotiations.
- b. Arbitration shall be limited to specific assignments;
- c. The arbitrator shall be limited to the issues involved in Conductor-Only/Foreman-Only Operations in through freight, local, road switcher and yard service; and,
- d. Expenses of the proceeding will be borne by the party incurring them. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE II  
SEPARATION ALLOWANCE

As a result of this agreement, the Company will solicit voluntary separation requests from eligible train and yard service employees for a period of thirty (30) calendar days from November 20 through December 20, 1991. The employee will select one of the following amounts for the employee's separation allowance: the employee's 1986, 1987, 1988, 1989 or 1990 earnings with a minimum of sixty thousand dollars (\$60,000), less all deductions required by law. Employees electing separation shall be afforded the options set forth in Attachment I. The terms of said Attachment I shall govern in the granting of separations.

ARTICLE III  
GUARANTEED EXTRA BOARDS

1. Effective with the implementation of this agreement, all existing Guaranteed Extra Boards shall continue as established ~~or~~ modified herein. However, two (2) years from the effective date of this Agreement, the following extra boards will become Combination Guaranteed Extra Boards as described below:

a. New Combination Conductor/Brakemen Extra Boards

Portland (First District)  
(Conductor-Brakeman)

Trainmen assigned to these boards who were hired prior to the effective date of this Agreement will be guaranteed 20 basic days per pay period. Those trainmen hired on or after the effective date of this Agreement will be guaranteed 18 basic days per pay period.

Portland (Second District)  
(Conductor-Brakeman)

Trainmen assigned to these boards who were hired prior to the effective date of this Agreement will be guaranteed 20 basic days per pay period. Those trainmen hired on or after the effective date of this Agreement will be guaranteed 18 basic days per pay period.

Hinkle (Second District)  
(Conductor-Brakeman)

Trainmen assigned to these boards who were hired prior to the effective date of this Agreement will be guaranteed 20 basic days per pay period. Those trainmen hired on or after the effective date of this Agreement will be guaranteed 18 basic days per pay period.

La Grande (Third District)  
(Conductor-Brakeman-  
Yardman)

Trainmen assigned to these boards who were hired prior to the effective date of this Agreement will be guaranteed 20 basic days per pay period. Those trainmen hired on or after the effective date of this Agreement will be guaranteed 18 basic days per pay period.

The 20 and 18 basic days' guarantees will be applied to the existing guaranteed extra boards on implementation of this agreement at the 1-80 car local basic daily rate of pay for either brakemen or conductors as appropriate.

Upon combining of the guaranteed extra boards listed above, the rate of pay will be the conductor's local basic daily rate of pay, 1-80 car count.

- b. The new Guaranteed Combination Boards established in two years as described above will protect both conductors' and brakemen's assignments in Pool Freight and road service (the LaGrande Board will also protect yard service in LaGrande), except where other boards are developed to meet a specific need. Inasmuch as these boards will primarily protect conductor assignments in Pool Freight Service, employees must have a conductor seniority date to be assigned to such boards.
  - c. It is recognized some of the work flowing to these boards will remain brakeman's work, therefore, on implementation of the combination boards as previously described, eighty (80) percent of the positions on the boards will be assigned to employees based on their conductor's seniority date with the remaining twenty (20) percent based on brakemen's seniority.
- 2. Existing Guaranteed Combination Extra Boards will continue to protect all applicable extra road and yard service needs, both conductor/foreman and brakeman/yardman as prescribed by agreements providing for each respective board. However, two (2) years from the date of this Agreement, employees on all boards protecting road service must have a conductor's seniority date to be assigned to such boards, and will be assigned based upon their conductor's seniority date.
  - 3. Effective on the date of this agreement, the existing Yardman Extra Boards, will have guarantee payments increased as described below:

Albina - Thirteen (13) basic days at the yard helper's rate of pay.

Hinkle - Thirteen (13) basic days at the yard helper's rate of pay.



See p. 56  
Ltr Agmt  
dated  
6-22-93

4. Effective on the date of this agreement, all Guaranteed Extra Boards will be regulated by the Carrier subject to the Carrier's obligation to keep a sufficient number of employees on such boards to permit reasonable absence privileges. To ensure this obligation, Carrier will maintain a minimum number of employees which will be no less than twenty (20) percent of the regular must-fill positions protected by the extra board and the existing parameters will be maintained.
5. All Guarantee rates of pay will be subject to negotiated COLA and general wage adjustments.

#### ARTICLE IV RESERVE BOARDS

1. The terms and conditions set forth in the existing Modification Agreements concerning Reserve Boards shall continue to apply to the Reserve Boards established by those agreements and to the Reserve Boards established by this agreement, except as specifically amended by this agreement.
2. Tier 1 Reserve Boards
  - a. The Carrier shall establish Reserve Boards for eligible employees working on the territories comprehended by this Agreement to accommodate all surplus first brakemen resulting from the implementation of this agreement. These Reserve Boards shall be known as Tier I Reserve Boards.
  - b. Employees on Tier I Reserve Boards shall be paid 75% of the earnings used to establish the employee's Reserve Board test period.
  - c. Tier I Reserve Boards shall be established at the same locations where Reserve Boards now exist.
  - d. The number of positions on each Tier I Reserve Board shall be established as follows:
    - i. Initially, eighty percent (80%) of the average number of pool freight first brakeman positions during the period June 1991 - November 1991 and sixty (60%) percent of the average number of brakeman extra board positions during the period June 1991 - November 1991 will be the established number of Tier I Reserve Board Positions.

For example, if there are thirty-five (35) first brakemen positions and twenty (20) brakemen's extra board positions, the Tier 1 Reserve Board will be established at 40 available slots.

$$35 \times 80\% = 28$$

$$20 \times 60\% = \underline{12}$$

40 Tier I Positions

- ii. The formula described above will permit current working employees under existing Modified Crew Consist Agreements to either occupy a regular position, extra board or the Tier I Reserve Board.

NOTE:

It is recognized by the parties that the above formula will not necessarily accurately reflect the number of brakemen needed to meet the needs of service. This is a temporary effort to provide that a sufficient number of brakemen are available in active service.

- iii. The number on the Tier I Reserve Boards and the corresponding Guaranteed Extra Boards will be adjusted to reflect operations after 120 days from implementation and then after 365 days. During the first 120 days after the effective date of this Agreement, the parties will not make any adjustments to the extra boards. Adjustments may only be made earlier by mutual agreement. If adjustments during the first 365 days of operation under this agreement result in a reduction in guaranteed extra board positions, the corresponding reductions will be added to the Tier I Reserve Board.

- iv. It is understood that the Reserve Board will not operate when all protected employees on the appropriate seniority roster on the date of this agreement are placed on either a guaranteed extra board position or on a regular must-fill assignment; however, established Reserve Board positions will always be preserved. No employee may occupy a reserve board position when any employee hired subsequent to this agreement is working as a trainman or yardman on the appropriate seniority district. The Carrier must utilize all protected employees prior to hiring any additional employees.

P 58  
LOU dated  
5-14-92



3. Tier II Reserve Board

- a. The existing Reserve Boards, established by the earlier modification agreements to accommodate all surplus second brakemen/helpers, shall continue, as modified by this agreement, at their current locations with their existing positions. These Reserve Boards shall be known as Tier II Reserve Boards.
- b. Employees on Tier II Reserve Boards shall be paid 50% of the employee's established Reserve Board test period.

4. Recall from Reserve Boards

- a. Employees on Tier I and Tier II Reserve Boards must hold themselves available for return to service upon fifteen (15) days notice.
  - i. Tier I and II employees responding to a telephone recall and who "mark up" immediately thereafter (within twenty-four (24) hours of telephone recall) will have their Reserve Board pay continued for up to fourteen (14) days from the date they mark up and will have the time spent in Reserve status count as work time for vacation eligibility.

NOTE:

A reasonable telephone recall shall be a minimum of three (3) telephone attempts each eight hours for twenty-four (24) hours.

- ii. The fourteen (14) days bonus pay will be reduced by one day for each day the employee waits until "marking up". Employees not marking up within seven (7) days from any Reserve Board will not receive any bonus payments beyond the seven (7) day recall payments as described in the Modified Crew Consist Agreements.
- iii. The bonus payment will be in addition to any compensation earned for service performed during the fourteen (14) day period.
- iv. Failure to mark up within the fifteen (15) day recall period will result in the forfeiture of all of the employee's seniority rights, subject to the provisions of Rule 73(j) in the October 1, 1975 Schedule Agreement.
- v. Previous agreements providing for Reserve Board employees to give CMS notice of absences which exceed 72 hours are amended to require such notice for absences in excess of 48 hours. The

15-day time frame for recalled employees to report, and the recall bonus provision will begin to toll with telephone confirmation or personal notification of recall notice having been sent, or 48 hours from the date and time stated on the recall notice, whichever occurs first.

5. Tier I and Tier II Reserve Boards

- a. Employees may exercise seniority to available Tier I or Tier II Reserve Board slots. Tier I slots will be filled before Tier II slots are filled.
- b. Recall from Reserve Board to active service shall be in inverse seniority order, except employees may make application to be recalled. Employees on a Reserve Board with application on file with CMS to be recalled will be recalled to service in seniority order.

- c. Vacation credits for employees on a Reserve Board shall be earned as follows:

Reserve Board payments will be considered as compensable service in determining the compensation due for vacation. Vacation pay received while on a Reserve Board will offset pay received under Section 2(b) or Section 3(b) of Article IV. Time spent on a Reserve Board will not count toward determining eligibility for vacation in succeeding years, except that employees complying with the requirements of Paragraph 4(a)(i) of this Article IV (Page #9) will have the time spent in reserve status count for vacation eligibility. All time will count in determining the length of vacation to which an employee otherwise eligible, is entitled.

- d. The earnings used to establish an employee's Tier I Reserve Board test period shall be calculated as follows:

- i. The base Tier I Reserve Board rate shall be 75% of the basic yard helper's rate for five (5) days per week. This rate shall be subject to negotiated COLA adjustments and wage increases.
- ii. The test period will be the employee's election of the employee's earnings during calendar year 1986, 1987, 1988, 1989 or 1990.

Effective March 1, 1992, the employee's election year earnings will be compared to the employee's 1991 earnings and the higher earnings will be used as the employee's test period.

- iii. The employee's individual test period earnings are not subject to negotiated COLA adjustments and wage increases.
- iv. If through subsequent wage changes, the 75% of the basic yard helper's rate of pay become greater than the employee's 75% Reserve Board rate, the employee shall receive the greater amount.

**ARTICLE V**  
**PRODUCTIVITY FUND/SPECIAL ALLOWANCE**

- 1. a. For each trip or tour of duty operated on the territories comprehended by this agreement with a crew consisting of Conductor-Only, Conductor/Brakeman or Foreman/Helper, the Carrier shall continue to pay into the Employee's Productivity Fund the current sum of \$55.00. The pre-existing methodology for calculating reserve board offsets against productivity fund deposits shall continue to apply for employees on a Tier II Reserve Board. No productivity fund offsets shall be taken for employees on a Tier I Reserve Board.
- b. The Productivity Fund payments will continue to be made in accordance with the basic Crew Consist Agreement.
- 2. a. The special allowance payments paid for operations under Modified Crew Consist (Conductor/Foreman and Brakeman/Helper) as well as the new Conductor-Only Operation shall be as set forth below:

	<u>Modified Crew Consist</u>	<u>Conductor-Only</u>
Employees Hired Prior to the Applicable Modified Crew Consist Agreement	\$10.30 <u>1/</u>	\$20.60 <u>1/</u>
Employees Hired After the Applicable Modified Crew Consist Agreement	\$8.12 <u>2/</u>	\$16.24 <u>2/</u>

1/ Rate as of December 1, 1991, subject to all future wage increases and COLA adjustments.

2/ Rate as of December 1, 1991, hereafter frozen.

- b. These special allowance payments are only applicable to employees holding seniority on the effective date of this Agreement on the territories comprehended by this Agreement.

ARTICLE VI  
IMPLEMENTATION

1. The following schedule shall be followed in implementing this agreement.
  - a. Twenty-five (25) days prior to the effective date of this agreement, the Carrier shall bulletin for ten (10) days to all eligible employees on the territories covered by this agreement, the opportunity to select one of the following options: Regular Assignment, Guaranteed Extra Board, or Reserve Board.

NOTE:

Employees may not exercise seniority to blankable positions.  
All brakemen positions in pool freight service and all  
second brakeman/second helper positions are blankable  
positions.

- b. Thirteen (13) days prior to the effective date of this agreement, the involved local chairmen and CMS personnel shall meet for three (3) days to review the results of the bulletin process and to make all assignments.
  - c. For ten (10) days prior to the effective date of this Agreement, employees shall take the necessary action to be in place to perform the required service on the assignment to which assigned on implementation.
2. Assignments to the options set forth in 1(a), above, shall be made by seniority preference. It is understood all must-fill assignments (regular or extra) must be filled initially by eligible employees. After these positions have been filled, any remaining employee will be assigned to the appropriate reserve board.

Those failing to bid or those failing to bid sufficient positions in order of choice to provide for assignment to a position will be force assigned to those working positions going no bid prior to force assignment to any Reserve Board.

- - 
  3. Under this Article VI, an eligible employee must have a seniority date on the Oregon Division in train/yard service prior to the date of this agreement and must be working in such service immediately prior to being assigned to a bulletined position.

ARTICLE VII  
LUMP SUM

1. Each employee who qualifies under the terms of Sections 2, 3 or 4 of this Article VII will receive a one-time lump sum payment in the gross amount of \$3,500.00.
2. To be eligible to receive the payment provided under the terms of this Article VII, the employee must hold seniority on the Oregon Division in train/yard service on or before the effective date of this agreement, and be in service (train, yard or reserve board) on the Oregon Division on the effective date of this agreement. Employees accepting separation allowance are not eligible for this lump sum payment.
3. Employees who do not qualify under Section 2, above, because they are on approved leave of absence, furloughed, or out of service for disciplinary reasons, will upon returning to service as a trainman/yardman or upon being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Article upon completion of thirty (30) days of service on the Oregon Division as a trainman/yardman.
4. Employees who do not qualify under Section 2 of this article because they have seniority in other crafts on the Carrier and are working in one of those other crafts, will upon returning to service as a trainman/yardman or upon being assigned to a reserve board, be entitled to receive the payment provided under the terms of this Article upon completing sixty (60) days of service as a trainman/yardman on the Oregon Division.
5. Employees qualifying for the payment provided for in this Article pursuant to Section 3 or 4, above, must claim the payment on a form provided by the Carrier.

NOTE:

The thirty (30) or sixty (60) days of service as referenced in Paragraphs 3 and 4 above means the employee(s) will be in active service, either working or protecting an assignment. It is not intended to imply that the employee must perform work on each of the thirty (30) or sixty (60) days referenced.

6. Except for employees on medical leave or with active discipline cases pending, no payments under this Article VII will be made after one year from the effective date of this agreement.



ARTICLE VIII  
GENERAL

1. This agreement shall become effective January 16, 1992, and shall continue in effect until revised or amended by agreement between the parties or in accordance with the Railway Labor Act except as provided in Side Letter #3.

Signed at Portland, Oregon, this 19th day  
of December, 1991.

FOR THE ORGANIZATION:



L. L. Nelson  
General Chairman UTU C&T

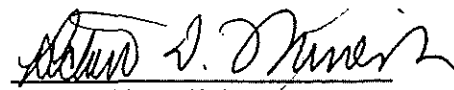


J. J. Stull  
Vice General Chairman UTU C&T

FOR THE CARRIER:



L. A. Lambert  
Director Labor Relations



R. D. Meredith  
General Dir. Employee  
Relations and Planning

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

During our final discussions concerning the Conductor-Only Crew Consist negotiations, the following interpretive side letters and question and answers have been agreed upon and will be attached to the basic Agreement upon signing and prior to distribution of the signed Agreement to the affected employees.

Yours truly,

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

L. A. Lambert  
Director Labor Relations

A handwritten signature in dark ink, appearing to read "R. D. Meredith".

R. D. Meredith  
General Director  
Employee Relations and Planning

A G R E E D :

A handwritten signature in dark ink, appearing to read "L. L. Nelson".

L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #1

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

Dear Sir:

This will confirm our discussions concerning the Conductor-only Crew Consist negotiations.

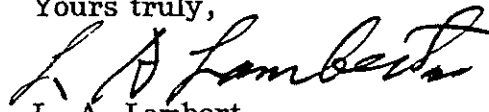
It was agreed an employee's W-2 Form, from the applicable year, would be used to determine the employee's trainman's earnings for the Separation Allowance. Only Union Pacific, Oregon Division related earnings will apply (i.e., for actual service rendered on the Union Pacific, Oregon Division).

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

Finally, the parties agreed a formula was needed for computing test period earnings for qualified employees who might be absent for legitimate reasons during the applicable year. The following formula shall be used for qualified employees who were absent during the applicable year account union work or approved medical leave: the average test period earnings of the two employees immediately senior and the two employees immediately junior to the absent employee on the appropriate seniority roster. If the above formula does not equitably represent an employee's potential, the parties will review the matter. It is understood an absence due to personal business is not a legitimate reason for purposes of this paragraph.

If the foregoing adequately sets forth our understanding and agreement, please so indicate by signing in the space provided below.

Yours truly,



L. A. Lambert

Director Labor Relations

A G R E E D :



L. L. Nelson

General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #2

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

Dear Sir:

This will confirm our discussions concerning the Conductor-only Crew Consist negotiations.

Each Tier I Reserve Board will be reduced by 60% or the number of non-furloughed employees in the territory of the Reserve Board who accept a separation allowance.

It was also understood in Article IV 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 Carrier's requirement that employees who have been out of service for six (6) 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.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

L. A. Lambert  
Director Labor Relations

A G R E E D :

A handwritten signature in dark ink, appearing to read "L. L. Nelson". The signature is cursive, with the first letters of the first and last names being capitalized and prominent.

L. L. Nelson  
General Chairman UTU C&T



UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #3

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

Dear Sir:

This will confirm our discussions concerning the Conductor-only Crew Consist negotiations.

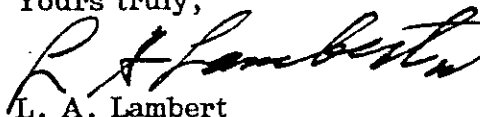
The parties agreed to changes in pre-existing Crew Consist Agreements covering the Oregon Division to provide for the following moratorium, and it is agreed this moratorium will not be changed, altered, nor nullified by any National Agreement, nor by recommendations of any Board designated to review same. It is further understood that without prejudice to the position of either party, with respect to the propriety of the Carrier's Notice, this agreement fulfills the requirements of Presidential Emergency Board #219 with respect to the Crew Consist issues and mandatory promotion:

"The parties to this Agreement shall not serve, progress, nor be bound by future National handling, except as provided for in this Agreement, prior to the attrition of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing pure attrition, protected employees, car limits and train length (which have been eliminated by Crew Consist Modification Agreements), special allowance payment to reduced crew members, reserve boards and reserve board payments, employee productivity payments and administration thereof.

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

If the foregoing adequately sets forth our understanding and agreement, please so indicate by signing in the space provided.

Yours truly,



L. A. Lambert

Director Labor Relations

A G R E E D :



L. L. Nelson -

General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #4

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

Dear Sir:

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

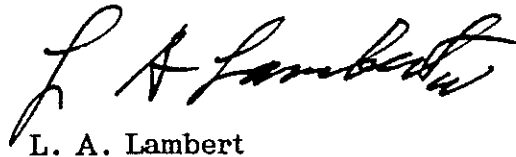
This refers to Paragraph 3(b) of Article IV of the Memorandum of Agreement. That paragraph provides the compensation of an employee on the Tier II Reserve Board shall be "50% of the employee's established Reserve Board test period".

During our negotiations the parties recognized there were a set of peculiar and unique circumstances on the Oregon Division that warranted special consideration. Those circumstances include the following: there are no employees occupying a Reserve board position established under a prior Modified Agreement (all the second brakemen/helpers have been attrited), there has been significant growth in traffic volume, the Division has supported the use of "borrowed out" employees to address manpower shortages and application of the Modified Agreements have not necessitated unnecessary hiring. All of these factors have created a situation on the Oregon Division where there is no second brakeman surplus. Therefore, when the conductor-only agreement is implemented, it is unlikely employees will be assigned to the Tier II Reserve Board.

Since there is a very good possibility that there will be no employees assigned to Tier II Reserve Boards upon implementation of the conductor-only agreement, the following special consideration will be given--should an employee be placed on a Tier II Reserve Board following implementation of this Agreement, the employee will receive 70% of the employee's earnings used to establish a Reserve Board test period or the 1991 earnings as described in Part 5(d)(ii) of Article IV of the agreement.

If the foregoing adequately sets forth our understanding and agreement, please so indicate by signing in the space provided below.

Yours truly,

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

L. A. Lambert  
Director Labor Relations

A G R E E D :

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

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

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #5

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

Dear Sir:

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

Operation on the Oregon Division - Northwest District and its application to the following issues:

1. ARTICLE IV - RESERVE BOARD

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

If a reserve board employee is notified that he/she is recalled, the employee will continue to receive reserve board pay for the applicable number of days. For example, if the employee is under the fourteen (14) day recall, the employee will continue receiving Reserve Board pay for each of the next consecutive fourteen (14) days.

2. ARTICLE VI - IMPLEMENTATION

Section 1(a) of Article VI provides that prior to implementation of the agreement all regular assignments, guaranteed extra boards and reserve board positions will be bulletined. In that regard, and as previously provided in the agreement of December 6, 1989 (2nd District), the following will again apply:

"Fence" provisions of various agreements restrict movement to or from the job assignment outside the bulletin period of the assignment. In order to comply with Article VI Implementation, of the Conductor-Only Memorandum of Agreement, the parties agree to include the fence jobs in the re-bulletining of all assignments, this will be made to accord all employees under the agreement a fair opportunity to exercise their seniority.



### 3. ARTICLE VIII - GENERAL

As previously provided in the two (2) Memorandum of Agreements dated December 6, 1989, which related to the Modified Crew Consist Agreements, the following will again apply:

- (a) Your committee for the Oregon Division, Northwest District, has now entered into a Conductor-Only Agreement which amends in part the previous Crew Consist and Modified Crew Consist Agreements. However, your Oregon Division has expressed concern that should language from this Conductor-Only Agreement be adopted on other areas of the U.P., it could be forced to adopt interpretations to which it was not party, or an arbitrated decision without the opportunity to participate in the argument. The Carrier recognizes that your committee negotiated its Conductor-Only Agreement independently of the other areas on the U.P. and agrees to give third party notice to the Oregon Division General Chairman of any case that is scheduled for arbitration with other parties signatory to the same September 15, 1980, Crew Consist Agreement, applicable provisions of Modified Agreements, or similar arrangements under Conductor-Only Agreements which seeks to interpret those agreements or amendments thereto. Decisions rendered on those other areas without the participation of the Oregon Division Committee, unless participation is declined, will not be cited or referenced by the parties in adjudicating a dispute over interpretation of the Oregon Division Conductor-Only Agreement.
- (b) The Carrier recognizes the commitment made to your committee in being the first complete General Committee to enter into a Conductor-Only Agreement on the Union Pacific after the Special Board Report. That commitment being that it is not the intent of the Carrier to put the your Committee at a disadvantage by being the first to complete negotiations on this issue.
- (c) Accordingly, Carrier agrees that it will enter into any agreement with your Committee to update the current Conductor-Only Agreement based on provisions of similar Conductor-Only Agreements that are negotiated at a later date on Union Pacific. Any update is based on the agreements being equal in all respects except for benefits allowed. This of course would not include any agreements or benefits which are established through an arbitration board.

- (d) The parties also agree to review any trade-off of benefits agreements and agreements which go beyond the current Conductor-Only Agreements your committee has negotiated and executed. If both parties are agreeable, negotiations will be entered into to explore possible changes in work rules. In any case, the Carrier is committed to give your Oregon Division Committee the opportunity to negotiate equalization of their Conductor-Only Agreement should future developments on other Districts of the Union Pacific appear more desirable, through the voluntary negotiation process.

If the foregoing adequately sets forth our understanding and agreement, please so indicate by signing in the space provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #6

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

Dear Mr. Nelson:

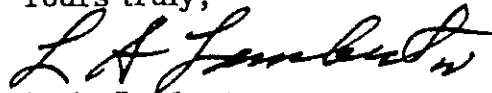
This will confirm our discussions concerning the Conductor-Only Crew Consist negotiations.

It is agreed the following changes shall be applicable with the effective date of this agreement:

1. The time employes may remain on a "Bump Board" prior to exercising seniority will be no more than forty-eight (48) hours.
2. When it is necessary to force-fill a vacancy, the Carrier need not make such forcing action for forty-eight (48) hours.
3. Once an employe is recalled from a Reserve Board, the employe is considered "in the pipeline" and must complete the cycle even if the recall is subsequently cancelled and even if the employe has yet to "mark up". Reserve Board assignments will be made only per application rules in force.
4. An employe on a "Bump Board" may temporarily exercise seniority to a vacancy and may remain on the assignment until it is filled in accordance with existing rules or for 48 hours, whichever is less. Upon release, the employe will return to the "Bump Board" with any remaining "Bump Board Time" still intact.

If the foregoing adequately sets forth our understanding and agreement, please so indicate by signing in the space provided below.

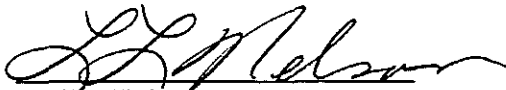
Yours truly,



L. A. Lambert

Director Labor Relations

A G R E E D ;



L. E. Nelson

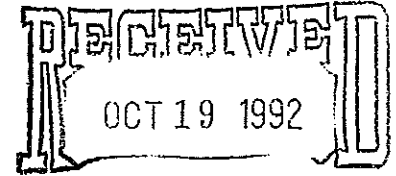
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179-0323



October 13, 1992  
Agenda Item #14 (Nelson)  
AGMT #2111019205  
360-7



L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

In the parties' Agenda Conference of September 16, 1992, the matter of force assigning trainmen under the following two (2) agreement provisions was discussed:

MAY 31, 1990 MEMORANDUM OF AGREEMENT (380.10-4)

Section D(1)

"The application process, rather than bulletins, shall be used to fill vacancies.

DECEMBER 19, 1991 "CONDUCTOR-ONLY" MODIFIED CREW  
CONSIST AGREEMENT - SIDE LETTER 6

Item 2

"When it is necessary to force-fill a vacancy, the Carrier need not make such forcing action for forty-eight (48) hours..."

Having the flexibility of not filling a vacancy under the force assignment rules for a period of forty-eight (48) hours causes concern with your Organization in that trainmen do not know when to expect notification of such force assignments. Several options on this flexibility were discussed with opinions also addressed, one of which was to utilize the language under the recall notification conditions for the reserve boards. Such provisions are found in the "note" under Article IV, Section 4(a)(i) of the December 19, 1991 "Conductor-Only" Modified Crew Consist Agreement which reads:

*"A reasonable telephone recall shall be a minimum of three (3) telephone attempts each eight hours for twenty-four (24) hours."*

L. L. Nelson  
Agenda Item #14  
360-7  
AGMT #2111019205

- 2 -

October 13, 1992

Taking this note and modifying it to the assignment conditions, Carrier now proposes for your Organization's approval the following conditions which would apply for force assignments:

*"A trainman force assigned to a vacancy will be notified no later than sixteen (16) hours prior to the time that such employee is expected to perform service. Such notification will be by telephone and when contacting the employee, reasonable accommodations should be made in that at least three (3) telephone attempts should be made within each eight (8) hour period."*

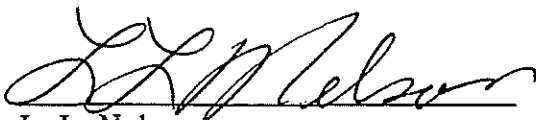
If your Organization is agreeable to the changes reflected above, please so indicate in spaces provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

**A G R E E D :**



L. L. Nelson  
General Chairman UTU C&T

1-20-93

DATE

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #7

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

During the negotiations, the subject of "borrowed-out" employees was discussed. It was agreed that these employees were offered special incentives to voluntarily transfer to Oregon Division Seniority Districts in order to alleviate a temporary manpower shortage and were not, therefore, properly entitled to the benefits of the Crew Consist Agreement as amended by the Conductor-Only Agreement. However, if any of the "borrowed-out" employees should choose to bid on a job and thereby relinquish their seniority on their home territory, they will at that time be entitled to the benefits of the agreements in accordance with their Oregon Division Seniority.

If the above properly sets forth your understanding of our agreement, please so indicate by signing in the space provided below.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert". The signature is fluid and cursive, written over a horizontal line.

L. A. Lambert  
Director Labor Relations

A G R E E D :

A handwritten signature in dark ink, appearing to read "L. L. Nelson". The signature is fluid and cursive, written over a horizontal line.

L. L. Nelson  
General Chairman UTU C&T

NWCC.AGT

- 28 -

2112199117

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #8

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

This will confirm our discussions concerning the Conductor-Only Crew consist negotiations.

With regard to Article III - Guaranteed Extra Boards, we agreed that to ensure sufficient manpower to cover Conductor, Brakemen and Yardmen vacancies at The Dalles, the existing Combination Guaranteed Extra Board will be maintained with an assignment ratio of employee placements to the Board of 50% Conductors and 50% Brakemen/Yardmen.

As provided in the agreement, "The 20 and 18 basic days' guarantees will be applied to the existing guaranteed extra boards on implementation of this agreement at the 1-80 car local basic daily rate of pay for either brakemen or conductors as appropriate."

As agreed to in Article III, Part 2, two years from the effective date of the Agreement all employees working off this Board will be required to have a Conductor's seniority date to be assigned to The Dalles Combination Guaranteed Extra Board. The 50/50 ratio referenced above will be maintained. When the Board requires a Conductor date to hold the Board, the rate of pay for all employees assigned to the Board will convert to the Conductor's local basic rate 1-80 car count, for all applicable guarantee days.

If the above properly sets forth your understanding of our Agreement, please so indicate by signing in the space provided below.

A G R E E D :

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

L. L. Nelson  
General Chairman UTU C&T

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert". The signature is written in a cursive style.

L. A. Lambert  
Director Labor Relations



UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #9

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

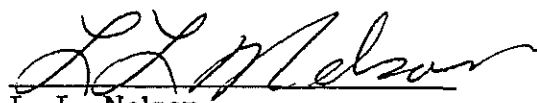
This will confirm our discussions concerning the Conductor-Only Crew Consist negotiations.

The Carrier and the Organization have agreed to provide brakemen, whether from the LaGrande Extra Board or from a pool of brakemen established to meet the requirements of the recently established Oregon Law to place a second employe in the cab of Helper Engines.


With regard to Part 2(d) of Article IV (Reserve Boards), we agreed that the number of employe slots available on the Tier I Reserve Board at LaGrande will be increased by the number of Helper Trainmen positions reduced as a result of conditions outlined in the "Helper Trainmen" Agreement. Should the Helper Trainman Pool, Extra Brakemen's Board or Combination Conductor/Brakemen/Yardmen Extra Board, once established at LaGrande, be reduced as a result of conditions referenced in the "Helper Trainman" Agreement, an equal number of slots (positions) will be added to the Tier I Reserve Board in accordance with Article IV, Part 2(a) to provide for the additional Brakemen positions being credited.

If the above properly sets forth your understanding of our agreement, please so indicate by signing in the space provided below.

A G R E E D :

  
L. L. Nelson  
General Chairman UTU C&T

Yours truly,

  
L. A. Lambert  
Director Labor Relations

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #10

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

This will confirm our discussions concerning the Conductor-Only Crew consist negotiations.

With regard to Article III - Guaranteed Extra Boards, we agreed that the Second District Guaranteed Board at Portland is the primary source of supply for vacancies in pool freight service between Portland and Hinkle and that employees should be called from that board in all cases where they can protect the service consistent with Hours of Service Act provisions. However, we also agreed that it is important that vacancies at Hinkle be filled by fully rested employees to ensure the trains' arrivals at Portland within the Hours of Service. This being the case, we agreed that if it is not possible under usual and normal circumstances to deadhead an employee from Portland to Hinkle sufficiently in advance to be fully rested (or with enough working time to satisfy the train dispatcher), an employee from the Second District Guaranteed Board at Hinkle may be used to fill the vacancy without penalty.

It was also agreed that an extra employee used from this Hinkle Board to Portland will be governed by the same conditions as extra employees working from Portland to Hinkle, except that Hinkle extra employees will not be held in Portland but will be deadheaded back to Hinkle on the first available transportation unless the employee chooses to obtain rest prior to deadheading, in which event existing procedures governing mark-ups in such circumstances will be followed.

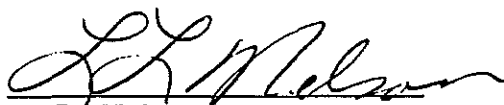
If the above properly sets forth your understanding of our agreement,  
please so indicate by signing in the space provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #10

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

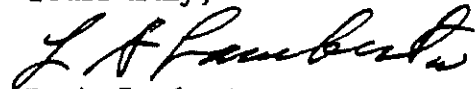
This will confirm our discussions concerning the Conductor-Only Crew consist negotiations.

With regard to Article III - Guaranteed Extra Boards, we agreed that the Second District Guaranteed Board at Portland is the primary source of supply for vacancies in pool freight service between Portland and Hinkle and that employees should be called from that board in all cases where they can protect the service consistent with Hours of Service Act provisions. However, we also agreed that it is important that vacancies at Hinkle be filled by fully rested employees to ensure the trains' arrivals at Portland within the Hours of Service. This being the case, we agreed that if it is not possible under usual and normal circumstances to deadhead an employee from Portland to Hinkle sufficiently in advance to be fully rested (or with enough working time to satisfy the train dispatcher), an employee from the Second District Guaranteed Board at Hinkle may be used to fill the vacancy without penalty.

It was also agreed that an extra employee used from this Hinkle Board to Portland will be governed by the same conditions as extra employees working from Portland to Hinkle, except that Hinkle extra employees will not be held in Portland but will be deadheaded back to Hinkle on the first available transportation unless the employee chooses to obtain rest prior to deadheading, in which event existing procedures governing mark-ups in such circumstances will be followed.

If the above properly sets forth your understanding of our agreement,  
please so indicate by signing in the space provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #11

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

This will confirm our commitment to you and the Oregon Division that two (2) years from the effective date of this Agreement, when the Boards are combined as provided under Part 1(a) of Article III, the twenty (20) and eighteen (18) basic day guarantee provided for will be increased to twenty one (21) and nineteen (19) basic days for the four (4) boards listed in Part 1(a) of Article III.

If the above properly sets forth your understanding of our Agreement, please so indicate by signing in the space provided below.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

L. A. Lambert  
Director Labor Relations

A G R E E D :

A handwritten signature in dark ink, appearing to read "L. L. Nelson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #12

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

The minimum, permanent number of Tier I Reserve Board positions  
available or accessible on implementation of this Agreement on each Seniority District  
are indicated as shown hereinbelow:

First Seniority District	32
Second Seniority District	55
Third Seniority District	62
Fourth Seniority District	3
Fifth/S.I. Seniority District	5

If the above properly sets forth your understanding of our Agreement,  
please so indicate by signing in the space provided below.

Yours truly,

A handwritten signature in black ink, appearing to read "L. A. Lambert".

L. A. Lambert  
Director Labor Relations

A G R E E D :

A handwritten signature in black ink, appearing to read "L. L. Nelson".

L. L. Nelson  
General Chairman UTU C&T

NWCC.AGT

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #13

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

Even though it is recognized by the parties that it is unlikely there will ever again be trainmen/yardmen on the Tier II Reserve Boards previously established under "Modified Crew Consist" Agreements, it is recognized that since they have been retained by this Crew Consist Agreement, we must address how employees will flow from Tier I Reserve Boards to and from Tier II Reserve Boards should it occur.

There have been some additions to seniority rosters on the various Districts of the Oregon Division since implementation of the various Modified Crew Consist Agreement, which would indicate that some employees under the present Agreement are entitled to Tier I only without any rights to the Tier II Reserve Board should it be re-established.

Due to the difference in pay rates between the Boards (75% of the established Reserve Board test period earnings for Tier I and 70% of the established Reserve Board test period earnings for Tier II), senior employees would most likely insist on their right to remain of Tier I and not flow into the Tier II Board, resulting in a reduction of pay. This could, under extreme circumstances, cause employees with rights under this present Agreement to go furlough when they could otherwise hold Reserve Board positions.

In an effort to resolve the issue, the Carrier is willing to treat all protected employees under the Conductor-Only Agreement as having rights to both Tier I and Tier II Reserve Boards. Should the Tier II Reserve Boards ever be utilized, junior employees being shoved through Tier I onto Tier II, will not receive the 75% rate provided by Tier I, but will receive the 70% rate provided for Tier II Reserve Boards.



If the above properly sets forth your understanding of our agreement,  
please so indicate by signing in the space provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #14

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

In order to compose several questions with regard to yard transfer assignments, the following is agreed:

1. Upon re-bulletining of assignments pursuant to Article VI, each yard transfer assignment will generate one Tier I Reserve Board position in the same manner as re-bulletined Conductor-Only pool turns. In addition, should additional yard transfer assignments be bulletined, the Tier I Board will be increased proportionately; that is, one additional yard transfer assignment will generate one additional position on the Tier I Board. If the number of yard transfer assignments is decreased, the number of Tier I positions will likewise decrease but will not drop below the level established at the time of implementation of the Agreement.
2. Except as set forth in Article I - Part 3(ii), "Foreman-Only" yard transfer assignments will not be required to perform "work events" as contemplated in "Conductor-Only" operations.
3. "Foreman-Only" yard transfer assignments may be required to setout bad order car(s), not to exceed one straight set out of said cars(s). If additional movements are required to remove a bad order car(s), a switch crew must be utilized.

If the above properly sets forth you understanding of our Agreement,  
please so indicate by signing in the space provided below.

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



L. L. Nelson  
General Chairman UTU C&T

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #15

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

With regard to Article I - Part 5, it is agreed that the Carrier will  
cooperate in providing information with regard to assignments' work load (history  
of work performed) in order to enable informed decisions to be made with regard to  
the feasibility of operating Conductor/Foreman-only.

It is further agreed that Article I - Part 5 was not intended to permit  
an open-ended time for modification of crew sizes. After the expiration of the 12  
month period provided for, any additional changes in crew sizes may be made only  
by mutual agreement.

If the above properly sets forth your understanding of our Agreement,  
please so indicate by signing in the space provided below.

Yours truly,

A handwritten signature in dark ink, appearing to read "L. A. Lambert". The signature is fluid and cursive, with a large initial "L" and a long, sweeping underline.

L. A. Lambert  
Director Labor Relations

A G R E E D :

A handwritten signature in dark ink, appearing to read "L. L. Nelson". The signature is cursive, with a large initial "L" and a long, sweeping underline.

L. L. Nelson  
General Chairman UTU C&T

NWCC . AGT

- 39 -

2112199117

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #16

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

This will confirm our discussions concerning the Conductor-Only Crew consist negotiations.

In the territory between Spokane and Eastport, it is agreed the present pool freight assignments are not susceptible to Conductor-Only operations due to the amount of terminal switching at Eastport and switching enroute. Therefore, there is no need to rebulletin the present assignments under Article VI on the territory between Spokane and Eastport. Should this operation change in the future, the Tier I Reserve Board will be credited in accordance with the provisions of Part 2 of this Article IV.

Notwithstanding the above, it is agreed that unit-type trains operating between Spokane and Eastport which are protected by the Extra Board, may be operated Conductor-Only.

If the above properly sets forth your understanding of our agreement, please so indicate by signing in the space provided below.

Yours truly,

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

L. A. Lambert  
Director Labor Relations

A G R E E D :

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

L. L. Nelson  
General Chairman UTU C&T

NWCC.AGT

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

Side Letter #17

L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

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

It is agreed that nothing in this Agreement is to be construed or interpreted 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 Northwest District  
March 1, 1968 Northwest District (Oregon Division)  
September 15, 1980 Northwest District (Oregon Division)

If the above properly sets forth your understanding of our agreement, please so indicate by signing in the space provided below.

Yours truly,

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

L. A. Lambert  
Director Labor Relations

A G R E E D :

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

L. L. Nelson  
General Chairman UTU C&T

NWCC.AGT

- 41 -

2112199117

"CONDUCTOR-ONLY" CREW CONSIST AGREEMENT

INTERPRETIVE QUESTIONS AND ANSWERS

\*\*\*\*\*

ARTICLE I - CREW CONSIST - PART 2b:

- Q-1: If a crew is required to "reblock" the train's consist of cars at an intermediate point, will such move(s) be considered as individual work events?
- A-1: Yes, setting out a block of cars from the employee's own train and then picking up those cars for repositioning will be considered as two (2) work events.
- Q-2: Once an assignment has initiated service in "Conductor-only" or "Foreman-only" operations, can additional employees be called to assist the assignment (Utility Brakemen, herders, Switchtenders, Extra Brakemen/helper, etc.)?
- A-2: Yes, however all "work event" and other service restrictions applicable to Conductor/Foreman-only operations will continue to apply, i.e., Conductor/Foreman-only assignments cannot be turned into "reduced crew" assignments with the addition of more employees.

ARTICLE I - CREW CONSIST - PART 3(ii) / PART 3(iii):

- Q-3: Will employees working assignments in "Foreman-only" service be required to perform service beyond that specified in the basic "Conductor-only/Foreman-only" agreement effective January 16, 1992?
- A-3: No. Employees operating in "Foreman-only" service will not be required to perform service beyond what is provided for in Parts 3(ii) and 3(iii) of Article I.
- Q-4: Will employees working assignments in "Foreman-only" service be afforded the same protections against censure, discipline and harassment as "Conductor-only" crew members receive per Part 2(e) of Article I?

A-4: Yes. No employee in road or yard service will be subjected to any form of intimidation as referenced in the basic agreement due to the work taking longer (reduced efficiency) as a result of Carrier's implementation of the Conductor/Foreman-Only provisions of the agreement.

#### ARTICLE II - SEPARATION ALLOWANCE:

This Article provides for use of employees' highest earnings during the years 1986, 1987, 1988, 1989, or 1990 with a minimum of \$60,000.00 as a separation allowance. This is further clarified by Side Letter #1 attached to the Agreement. A number of Oregon Division Trainmen while on Oregon Division Reserve Boards (Tier II) performed service as "borrow-outs" on other Districts.

Q-5: Are all "W-2" earnings as referenced in the Agreement to be treated as "Oregon Division Related earnings"?

A-5: Yes. Even though Oregon Division trainmen may have worked in borrow-out status on other Districts, their earnings were directly related to their seniority position on the Oregon Division.

Q-6: Will "W-2" earnings include pre-tax amounts for employees participating in 401(k), Productivity Fund payments, Lump Sum payments, penalty claims, etc., for the period covered.

A-6: Yes, however in accordance with provision of Article VII - Part 2, lump sum payments of \$3,500.00 provided by this Agreement will not be included in separation pay computations. Employees taking separation allowances will have the \$3,500.00 lump sum advanced in 1991 deducted from their final separation allowance.

#### ARTICLE III - GUARANTEED EXTRA BOARDS - PART 2:

Q-7: Does Part 2 of Article III ("Guaranteed Extra Boards") apply to the LaGrande, Oregon Extra Board where the Extra Board principally protects Brakemen vacancies yet also protects the yard vacancies at LaGrande?

A-7: No. The LaGrande Brakemen/Yardmen Board for the purposes of this Crew Consist Agreement is to be included under Part 1(a) of Article III, and will receive the Guarantee provided therein recognizing that



when combined with the LaGrande Conductor Extra Board, it will protect all Conductor/Brakeman/yardmen assignments at LaGrande, Oregon.

ARTICLE IV - RESERVE BOARDS - 2(d)(iii):

- Q-8: Will all employees hired prior to the date of this Agreement be entitled to Reserve Board positions (seniority permitting) prior to being forced to furlough status?
- A-8: Yes.
- Q-9: Is it intended by provisions of Section (d)(iii) of Article IV, that the 120 day and 365 adjustments (reductions) in Guaranteed Extra Board positions will provide additional positions to the Tier I Reserve Boards and that increases to the Guaranteed Extra Boards will not in anyway affect the Reserve Board numbers?
- A-9: Yes. Any increase of an Extra Board at either the 120 or 365 day adjustment period will not affect Reserve Board numbers. The Reserve Boards, once established, can only be added to, not subtracted from.
- Q-10: On what basis will the 120 and 365 day adjustments be made?
- A-10: The parties will make every effort to not only determine the number of employees needed on the Extra Boards immediately prior to the adjustment dates, but to determine through an average during the 120 day period and the eight (8) months which will follow the 120 day adjustment (to conclude the 365 days of operation) so that both parties can be fairly represented for the adjustment period.
- Q-11: Will sufficient trainmen be hired to ensure adequate protection of service prior to the Reserve Boards becoming exhausted?
- A-11: Yes. At the 120-day meeting referred to above, the parties will agree upon a set level of Reserve Board assignments, which, if reached, will require the Carrier to begin the process of hiring in order to have sufficient employees hired in advance of the Reserve Boards becoming exhausted.

ARTICLE IV - PART 4 - RECALL FROM RESERVE BOARD:

Q-12: Was it intended that the 14 days continued pay provided in Part 4(a)(i) of Article IV would be paid consecutively, day for day, and not on the five (5) day rate basis (out of seven (7) days), as previously established and utilized for regular pay period compensation?

A-12: Yes. It was intended that this would be fourteen (14) consecutive days pay at the Reserve Board rate, not ten (10) days which would otherwise be provided on the five (5) out of seven (7) days pay basis as provided in former agreements.

Q-13: Does the 5/7 day pay provision for normal Reserve Board service remain in effect?

A-13: Yes.

Q-14: Is it intended that the term "for each day the employe waits until 'marking up'" as used in Part 4(a)(ii) of Article IV is contemplated as meaning after the employe is notified and not the number of days from the time the Carrier first started the recall process?

A-14: Yes. The time will only begin to toll after the employe has been notified in person or by telephone or 48 hours after the time stated on the recall notice, which ever occurs first, in accordance with the provisions of this Agreement for recall. (See Article IV - Part 4(a)(v))

ARTICLE IV - PART 5(d)(ii):

Q-15: Will Reserve Board test period earnings (Article IV Part 5(d)(ii), be based on all "W-2" Oregon Division earnings including pre-tax 401(k) earnings, Productivity Fund payments, Lump Sum Payments, penalty claims, etc.?

A-15: Yes.

ARTICLE IV - PART 5(d)(iii):

Q-16: Does the provision of Article IV - Part 5(d)(iii) contemplate that "COLA adjustments and wage increases" already included in salaries will not be counted?

- A-16: No. This contemplates that future COLA and wage adjustments occurring after the test period earnings are established will not be included nor give cause to readjust the test period earnings once established. It is understood that "W-2" earnings as defined herein will be used to established the Reserve Board rate.
- Q-17: Once an employe "converts" to the higher Reserve Board rate as provided in Article IV - Part 5(d)(iv) will all future wage/COLA increases continue to be applied to such Reserve Board pay basis?
- A-17: Yes.
- Q-18: Is it intended that employe wages which have been earned and placed into a 401(k) plan under the previous Modified Crew Consist Agreements will be excluded from consideration in establishing test period earnings?
- A-18: No. Earnings placed into one of the 401(k) plans will be included as test period earnings as shown on "W-2".

ARTICLE V - PART 1(a) PRODUCTIVITY FUND/SPECIAL ALLOWANCE:

- Q-19: Side Letter #7(a) of the Coordination Agreement effective May 31, 1990, provided that the Productivity Fund would be credited and Special Allowances 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 trainman, herder, etc.,) or from the extra board. Will this apply in the same manner to Conductor-Only or Foreman-Only operations?
- A-19: Yes, but only to service which may be bulletined and is assigned as Conductor-Only or Foreman-Only pursuant to this Agreement. It does not apply to pool or extra service. Whether it will apply to assignments created pursuant to Part 5 of Article I, will be determined at that time.
- Q-20: Will "Foreman-Only" operations in Yard service be treated the same as "Conductor-Only" operations under provisions of Parts 1(a) and 2(a) of Article V?

A-20: Yes. It is intended that references to "Conductor-Only" will include "Foreman-Only" operations for the purpose of payments into the employee's Productivity Fund by the Carrier under Part 1(a) of Article V; it is also intended that the Yard "Conductor-Only" (Foreman-Only) operations be treated in the same manner as Road "Conductor-Only" operations for the purpose of employees receiving the Special Allowance payments under Part 2(a) of Article V.

ARTICLE VI - IMPLEMENTATION:

Q-21: Was it intended by the parties that the "Note" under Part 1(a) of Article VI of the Conductor-Only Crew Consist Agreement would eliminate Side Letter #18 of the Crew Consist Modification Agreement dated at Portland, Oregon the 21st day of December 1989, which in part provided for a full crew on Hinkle trim jobs?

A-21: No, this was not intended, as obviously the operation at Hinkle, Oregon has not been changed as contemplated by Side Letter #18. Side Letter #18 remains in full force and effect under the terms for reconsideration as provided in that document. Side Letter #18 provides that "if the operation is changed so that the Foreman can work 'on the ground' with the crew during trimming operations, the Carrier may reduce these crews to a Foreman and one (1) Yard Helper." In addition, this assignment may be considered after two (2) years in accordance with Part 5 of Article I.

Q-22: Upon rebulletining of all yard assignments, can the Carrier rebulletin previously existing "reduced crew" assignments for "Foreman-Only" (transfer runs)?

A-22: Yes, however any reduction in the total number of yard helper (SW1) positions available to employees will add to the number of Tier I Reserve Board positions available on each respective territory. (See Side Letter #14)

Q-23: Is it the intent of the parties that this Crew Consist Agreement fulfills the recommendations of Presidential Emergency Board #219 in Part VI "Findings and Recommendations" under Section F thereof, "specific UTU issues" relating to recommendations for "1. Crew Consist" and "2. Mandatory Promotion", i.e. "that all brakemen who were offered promotion to Conductor should be required to accept such promotion."?

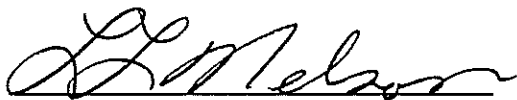
- A-23: Yes. This Agreement fulfills the Crew Consist issues to the satisfaction of both parties and does not provide for mandatory promotion of pre - 1985 non-promoted Brakemen to Conductor under PEB #219. The parties clearly recognized that the current Agreement (Rule 71 - Promotion to Conductor) provides sufficient protection to the Carrier should additional Conductors be needed from the ranks of pre-November 1, 1985 non-promoted Brakemen.
- Q-24: When will Conductors (regular and extra) be informed of the type of crew they will be operating (i.e. "Reduced" vs "Conductor-Only")?
- A-24: Based on the latest information available to CMS, conductors will be advised at the time of call as to whether or not their crew will be "Conductor-Only" or "reduced".

Yours truly,



L. A. Lambert  
Director Labor Relations

A G R E E D :



L. L. Nelson  
General Chairman UTU C&T



R. D. Meredith  
General Director  
Employee Relations and Planning

## ATTACHMENT "I"

### I. OPTIONS AVAILABLE TO EMPLOYES DESIRING SEPARATION

Successful applicants for separation pay under Article II of the Agreement effective January 16, 1992, shall be offered the following three (3) options:

1. Payment of a lump sum separation allowance equal to the employee's highest yearly earnings in 1986, 1987, 1988, 1989 or 1990, with a minimum of sixty thousand dollars (\$60,000). That amount will be reduced by the applicable payroll deductions, including Federal and State taxes. The applicable provisions of Sections V and VI of this Attachment not in conflict with this sub-section, shall apply in situations where employees have elected Option No. 1.
2. Payment of a separation allowance equal to the employee's highest yearly earnings in 1986, 1987, 1988, 1989 or 1990, with a minimum of sixty thousand dollars (\$60,000) payable in equal monthly payments for up to twelve (12) months, including a Career Assessment/ Outplacement package as follows:
  - a. Career Assessment/Aptitude Testing
  - b. Education/Tuition Aid
  - c. The use of an Employment Agency

The applicable provisions of Sections V and VI of this Attachment not in conflict with this sub-section, shall apply in situations where employees have elected Option No. 2.

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

3. Payment of a separation allowance equal to the employee's highest yearly earnings in 1986, 1987, 1988, 1989 or 1990, with a minimum of sixty thousand dollars (\$60,000) payable in equal monthly payments for up to twenty-four (24) months for employees eligible to retire within two years under the provisions of the Railroad Retirement Act.

The applicable provisions of Sections V and VI of this Attachment not in conflict with this sub-section, shall apply in situations where employees have elected Option No. 3. This option is subject to the provisions contained in Section IV of this Attachment.

## II. ELIGIBILITY REQUIREMENTS

Employees submitting applications for separation must, on the effective date of the Agreement signed December 19, 1991, hold seniority as a trainman on the Union Pacific Railroad (Oregon Division) and be actively employed and receiving compensation from the Carrier either as a regularly assigned, extra board or reserve board trainman/yardman. A furloughed employee shall also be considered eligible under this Section.

## III. SEPARATION ALLOWANCE UNDER OPTION NO. 2

If requested, the separation amount will be paid in equal monthly installments not to exceed twelve (12) months. Employees electing this option shall be relieved from duty, but considered in active service until the expiration of the last monthly installment at which time their service and seniority shall be terminated. Separation compensation paid in these monthly installments will be considered the same as regular compensation insofar as taxation, union dues and hospital dues deductions are concerned. However, this separation compensation will not be considered as qualifying payments for the purpose of applying the National Vacation Agreement nor will this extended time entitle such employees to any other compensation benefits under the Basic or National Agreements which may apply as a result of being considered as a furloughed active employee of the Company. It is understood that all health and welfare benefits, as well as all contributions toward Railroad Retirement Tax, shall be continued during the period that the monthly installments are in effect.

For those employees choosing Option 2, the Carrier will also make the Career Assessment/Outplacement Package available. The employees may choose any or all of the following, but must indicate their desire at the time the separation request form is presented to the Carrier. The Career Assessment/Outplacement Package contains:

- A. Career Assessment Counseling. - The Carrier will provide career evaluation services and counseling from a Carrier approved provider of such services for employees contemplating career changes. This service will be available for a period of up to one (1) year from date Option No. 2 was chosen.
- B. Tuition Aid. - The Carrier will provide up to a total of three thousand dollars (\$3,000) for a period not to exceed five (5) years from date of termination for tuition, books and fees at an accredited school for those employees seeking education and training associated with their career choice.
- C. Employment Agency. - The Carrier will provide for placement service and for the direct payment of all fees, if any, not to exceed a total of two thousand dollars (\$2,000) associated with the use of a Carrier approved employment agency within two (2) years from date employee terminated their service with Carrier.
- D. An employee may elect that the two thousand dollars (\$2,000) specified in Option C be applied toward the tuition aid specified in Option B rather than being utilized for placement service.

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

Employees afforded separation under Option No. 3 of this Agreement who are or will become eligible for retirement under the Railroad Retirement Act within a period of twenty-four (24) months, may elect to have their separation allowance paid in equal monthly installments not to exceed twenty-four (24) months or upon attaining age 62, whichever first occurs.

Employees electing this option shall be relieved from duty, but considered in active service until attaining retirement eligibility at which time their service and seniority shall be terminated. Separation compensation paid in these monthly installments will be considered the same as regular compensation insofar as taxation, union dues and hospital dues deductions are concerned. However, this separation compensation will not be considered as qualifying payments for the purpose of applying the National Vacation Agreement, nor will this extended time entitle such employees to any other compensation benefits under the Basic or National Agreements which may apply as a result of being considered as a furloughed active employee of the Company. It is understood that all health and welfare benefits as well as all contributions to Railroad Retirement Tax shall be continued during the period that the monthly installments are in effect.



## V. APPLICATION PROCESS

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

Only the prescribed Request Form may be used. Any other methods of requesting options received from employees other than this prescribed form will not be considered as a valid separation request. In addition to forwarding the Request Form to the designated Carrier official, interested applicants must also submit complete copies to the individuals listed on the form. In the case of a dispute as to whether the form was submitted in time, etc., the deciding factor will be receipt of the Request Forms to all concerned and absent such receipt may result in having the Request Form considered as invalid.

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

## VI. GENERAL UNDERSTANDINGS

It is understood that an employee who accepts the separation amounts set forth in this Attachment, will also be compensated at the time of separation (lump sum or first monthly installment), any unused vacation remaining in the calendar year, as well as any earned vacation for the following year.

Employees awarded lump sum separations under Options No. 1 and No. 2 of this Attachment will be considered to have resigned from service, terminating all seniority rights and all withdrawing pending claims with the Carrier except where the separation date is extended due to operational requirements, which will not exceed sixty (60) days except by mutual agreement between the parties.

In the event of the death of an employee receiving monthly payments under Option Nos. 2 or 3 of this Agreement, the employee's estate shall be promptly paid all remaining amounts.

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

**ATTACHMENT "I-A"**  
**(Oregon Division)**

Option 1:      Lump Sum Separation of (check one)      Earnings for year 19      
     \$60,000

Option 2:        Separation of (check one)        Earnings for year 19        
       \$60,000

(Check one) ☐ Lump Sum ☐ Monthly Installments of \_\_\_\_\_ Months (Not to exceed twelve (12) months)

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

Option 3: \_\_\_\_\_ Separation or (check one) \_\_\_\_\_ Earnings for year 19\_\_\_\_  
\$60,000

PLEASE PRINT

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

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

SENIORITY DISTRICT AND DATE

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

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

PHONE NUMBER

SIGNATURE \_\_\_\_\_

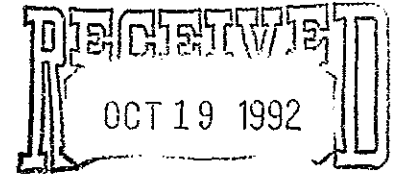
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UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179-0323



October 13, 1992  
360-7  
X/R 380.25-5  
AGMT #2111019217



L. L. NELSON  
GENERAL CHAIRMAN UTU C&T  
936 SE ANKENY STREET  
SUITE F  
PORTLAND OR 97214

Dear Mr. Nelson:

In the Agenda Conference of September 16, 1992, the parties discussed the following specific language used in Article I, Section 3(iii) of the January 16, 1992, "Conductor-Only" Modified Crew Consist Agreement:

*"When one member of a Conductor/Brakeman or Foreman/-Helper assignment leaves the assignment after going on duty, the remaining member of the crew may complete the assignment, but only to the extent that the work left to be performed will not involve or require switching, when the remaining work only requires delivery (replacing balance of cut of cars to a track or yarding a transfer movement into a track)."*

This language in the parties' view may be confusing inasmuch as the parties have recognized that it has caused various misinterpretations. Accordingly, the parties in conference have agreed to amend this Section 3(iii) to now read as follows:

*"When one member of a Conductor/Brakeman or Foreman/-Helper assignment leaves the assignment after going on duty, the remaining member of the crew may complete the assignment, but only to the extent that the work left to be performed will not involve or require switching. Rather, the only work that can be performed will be replacing the balance of the cut of cars to a track or yarding a transfer movement into a track."*

L. L. Nelson  
360-7  
X/R 380.25-5  
AGMT #2111019217

(2)

October 13, 1992

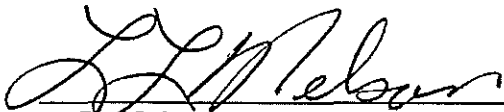
If this letter properly confirms our understandings on this matter, please execute in the space provided below returning one original to this office.

Yours truly,



L. A. Lambert  
Director Labor Relations

**A G R E E D :**



L. L. Nelson  
General Chairman UTU C&T

1-20-93  
DATE

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



June 22, 1993  
#2106229330

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

Dear Mr. Nelson:

This letter confirms the parties' past discussions concerning Section 4 of Article III in the December 19, 1991 "Conductor-Only" Modified Crew Consist Agreement.

The provisions set forth in Section 4 stipulate that the Carrier will maintain a minimum number of employees on the extra board; that minimum to be not less than twenty percent (20%) of the regular must fill positions protected by the extra board. This provision was a result of situations experienced in the past when large numbers of employees were on "bump boards" (no job status) and obviously unavailable to protect vacancies. At this same time that the Carrier had large numbers of employees on bump boards, other employees were moving from extra boards to regular assignments or reserve board positions and, although the extra board regulating factors generally provided for sufficient number of employees to protect the service, in reality, this was only a number rather than actual employees. The obvious result was an insufficient number of available employees to meet the needs of service and fill vacancies from the extra boards.

While this twenty percent (20%) number should provide short-term solutions to some of the problems of employee shortages, it is not intended to be used to supersede established regulating factors for extra boards in that if the regulating factors provided for by agreement call for a number of employees in excess of the twenty percent (20%) figure, such twenty percent (20%) figure may not be used solely to keep the extra boards artificially low.

L. L. Nelson

-2-

June 22, 1993

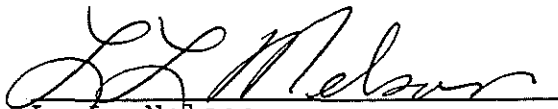
If the above properly addresses the discussions on this matter, please so indicate in the space provided below.

Yours truly,



L. A. LAMBERT  
Director Labor Relations

AGREED:

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

UNION PACIFIC RAILROAD COMPANY



1416 DODGE STREET  
OMAHA, NEBRASKA 68179

May 14, 1992

File:

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 this date which complied with provisions of the Oregon Division Crew Consist Agreement effective January 16, 1992, (Article IV, Section 2 (d) (iii), requiring a 120-day meeting to adjust numbers on Tier I Reserve Boards and the corresponding Guaranteed Extra Boards to reflect operations, as warranted.

In the meeting, held this date in your offices, the following was agreed to:

Extra Boards on the Oregon Division were adjusted to provide for the needs of service with the understanding that the Extra Boards will hereafter be adjusted in accordance with existing rules and understandings. Based on agreed upon "call for" figures applicable to individual Extra Boards on each respective Seniority District, permanent Tier I Reserve Board positions are adjusted as follows.

1. The First Seniority District Tier I Reserve Board is adjusted to 37 positions.
2. The Second Seniority District Tier I Reserve Board is adjusted to 69 positions.
3. The Third Seniority District Tier I Reserve Board is adjusted to 94 positions.
4. The Fourth Seniority District Tier I Reserve Board is adjusted to 5 positions.
5. The Fifth Seniority District Tier I Reserve Board is adjusted to 11 positions.

Note: No adjustments are to be made to the established Tier II Reserve Board numbers.

Requirements of Question and Answer No. 11 of the so-called Conductor Only Agreement provides that the parties will reach an understanding to begin the process of hiring before the Reserve Boards become exhausted. The parties intend to provide relief from strict requirements of the various Crew Consist Agreements which severely limit any employment or retention of employees hired after the effective date of the agreement while protected employees are on the Reserve Boards. While time did not permit finalization of an agreement during our meeting today, it was understood the parties will through negotiation finalize an Agreement on this issue as soon as possible.

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

Yours truly,



L. A. Lambert  
Director Labor Relations

AGREED:

  
General Chairman