

JUN-19-95 MON 15:51

UNION TRNS UNION/NWD-OD

FAX NO. 2331014

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850.90

A G R E E M E N T

Between

UNION PACIFIC RAILROAD COMPANY

And the

UNITED TRANSPORTATION UNION - C&T
Oregon Division

* * *

The parties signatory to this Agreement have met and discussed the need to agree on certain principles to facilitate the implementation of Article XIII of the October 31, 1985 Agreement. The preamble to Article XIII states that Trainmen shall become the source of supply for certain positions including Hostler positions. Section 1(10) (c) of Article XIII provides for bulletining vacancies to train service employees, using the extra board to fill temporary vacancies and force assigning when necessary, dependent upon availability of Engine Service Employees holding seniority prior to November 1, 1985, and subject to provisions of Agreements in effect as of that date.

To meet the requirements set out in Article XIII, the parties agree to the following Articles when filling hostling vacancies:

(1) Pre October 31, 1985 Firemen will continue to fill Hostler positions in accordance with agreements in effect as of October 31, 1985;

(2) Yardmen/Trainmen regularly assigned to Hostler positions under the provisions of Article XIII will not establish a seniority date as either an Engineer or Fireman as a result of working a Hostler position. Assignments will be made on the basis of their seniority under applicable UTU (C&T) Agreements except for "force" assignments which will be governed by the above referenced Article XIII Section 1(10) (c);

(3) Yardmen/Trainmen who establish a seniority date in engine service but are unable to work as such will not be required to flow back to Hostler positions. They will be permitted to exercise their Yardmen/Trainmen seniority - including the displacement of junior Yardmen/Trainmen working as Hostlers;

(4) Yardmen/Trainmen working as Hostlers will be compensated at the yard helper rate of pay. The 22 1/2 Hour Rule will apply to extra Yardmen/Trainmen working as Hostlers. Yardmen/Trainmen called on their rest days to work as Hostlers will be compensated at the time and one half rate;

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ART. XIII Agmt. 10/31/85

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(5) The Carrier will make necessary training available to all Yardmen/Trainmen on the seniority roster as they are assigned to Hostler positions. Employees will not be denied assignment as a Hostler because they have not received the necessary training. They will be assigned to the position pending qualification. If the Carrier elects to use a previously qualified Yardman/Trainmen as a trainer to qualify applicants for Hostler positions, he/she will be paid the applicable trainer rate of pay which is presently \$150.00 per day which is subject to all subsequent increases. Any employee working under a UTU C&T Agreement used as a trainer will not receive less than the earnings he/she would have otherwise made had they not been used as a trainer and the training rate will be the minimum paid;

(6) Yardmen/Trainmen while working as Hostlers will work under those rules of the UTU E Agreement applicable to Hostlers except as noted herein. In all other respects, they will be governed by the applicable UTU C&T Agreement;

(7) Yardmen/Trainmen who work as a Hostler will receive a trip credit for computation of productivity fund payments under the Crew Consist Agreement for each tour of duty worked as a Hostler;

(8) The Agreement is entered into to provide an orderly filling of Hostler vacancies and to provide for the necessary training of employees who exercise seniority to Hostler positions. The parties agree that this Agreement will not be cited by either party in any dispute not arising out of the interpretation of the above Articles. In addition, this Agreement will have no precedent or prejudice in disputes with parties not signatory to this Agreement.

SIGNED AT PORTLAND, OREGON THIS 18th DAY OF August, 1989.

FOR THE ORGANIZATION:

FOR THE CARRIER:


GENERAL CHAIRMAN, UTU (C&T)


DIRECTOR LABOR RELATIONS

ART. XIII AGMT 10/31/85

UNION PACIFIC RAILROAD COMPANY

J. E. COOK
REGIONAL DIRECTOR-
LABOR RELATIONS-WESTERN DISTRICT
J. R. GUM
W. S. HINCKLEY
ASSISTANT REGIONAL DIRECTOR-
LABOR RELATIONS



406 WEST FIRST SOUTH
SALT LAKE CITY, UTAH 84101

September 4, 1987

LR 013-26-15

Mr. C. L. Barrett
General Chairman, UTU-E
8835 SW Canyon Lane, Suite 404B
Portland, OR 97225

Dear Mr. Barrett:

This refers to your letter of March 17, 1987, your file HSTLHNK3.1tr requesting a change in calling procedures for filling hostling vacancies to provide an opportunity for senior hostler/firemen to work at overtime, inasmuch as the present calling procedures as found in the Agreement dated August 28, 1972 known as the "Re-Manning Agreement" require that junior firemen are called first.

In order to accomplish the above, we agreed to amend Article II, Section 3(b) by inserting a new paragraph "Third" and retitling the existing paragraphs "Third" and "Fourth" as paragraphs "Fourth" and "Fifth" respectively. The new paragraph "Third" will read as follows:

"Third: -- By the senior hostler/yard fireman at the location where the hostling vacancy occurs having an application on file to work overtime on his "days off"."

This Agreement shall be considered as being effective August 12, 1987 and thereafter, subject to change, modification or termination as provided in the Railway Labor Act.

Yours truly,

A G R E E D:

General Chairman, UTU-E

UNION PACIFIC RAILROAD COMPANY

J. E. COOK
REGIONAL DIRECTOR-
LABOR RELATIONS-WESTERN DISTRICT
J. R. GUM
W. S. HINCKLEY
ASSISTANT REGIONAL DIRECTOR-
LABOR RELATIONS



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LR 013-26-15

Mr. C. L. Barrett
General Chairman, UTU-E
8835 SW Canyon Lane, Suite 404B
Portland, OR 97225

Dear Mr. Barrett:

This refers to our various conversations and your letter of March 17, 1987, your file HSTLHNK3.1tr, concerning the calling order used to fill temporary hostling vacancies on the Oregon Division, i.e., Hinkle, Albina and Argo.

In our conversations we agreed that the proper calling order for hostlers was to fill vacancies utilizing firemen in accordance with agreements existing at the time the October 31, 1985 National Agreement was signed, after which, the provisions of the National Agreement will be used, which include the use of trainmen from the yard or combined road/yard extra boards. Under certain circumstances, at the present time, due to computer restraints, the calling order after all firemen and yardmen are exhausted, provides for continued contacting of enginemen. At a later date, computer reprogramming may allow the calling of other trainmen.

In reviewing the vacancy procedures used at Albina, Hinkle and Argo, it was found that despite the fact the same agreements cover each location, there were fairly large discrepancies in the vacancy procedures used. Therefore, we agreed to standardize the calling order at each location to bring it into line with the agreements which are in effect presently, i.e., the so called "Re-Manning Agreement" dated August 27, 1972 and the National Agreement of 1985. In addition, it was agreed to amend the "Re-Manning Agreement" to provide an additional step in the calling order (Step 5 in the Hinkle vacancy procedures and Step 7 in the Albina/Argo calling procedures) which will allow the senior fireman working as a yard fireman or hostler to be

Mr. C. L. Barrett

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called, pursuant to his request, at overtime on his rest day. This additional step satisfies the request contained in your March 17 letter.

The above changes will result in a standard calling order for all three locations on the Oregon Division having hostlers and it is hoped will result in a more easily understood and consistent filling of hostling vacancies. Copies of the calling procedures for the three locations are attached and a separate letter agreement covering the change to the Re-Manning Agreement is also enclosed.

The above is written confirmation of our joint action to standardize the calling procedures on the Oregon Division. If this properly represents your understanding of the actions taken, please so indicate by signing in the space provided below and returning a signed copy to this office.

Yours truly,



Attachment

A C C E P T E D:



C. L. Barrett
General Chairman, UTU-E