

718-94

AGREEMENT

BETWEEN THE

UNION PACIFIC RAILROAD COMPANY

(hereinafter referred to as the "Carrier")

and

its employees represented by

THE UNITED TRANSPORTATION UNION

(hereinafter referred to as the "Organization")

PLAINVILLE BRANCH ABANDONMENT

WHEREAS, on June 26, 1993, the Carrier filed a petition with the Interstate Commerce Commission (hereinafter, I.C.C.), seeking authority to discontinue operations over and abandon the following segments of track:

Abandon and discontinue operations over a portion of the Plainville Branch from railroad milepost 0.00 near Salina to milepost 102.00 near Plainville, a distance of approximately 102.0 miles in Saline, Ottawa, Lincoln, Russell, Osborne, and Rooks Counties, Kansas.

WHEREAS, it is anticipated that in approving the application, the ICC will impose the labor protective conditions of Oregon Short Line Railroad Co. - Abandonment - Goshen, 360 ICC 91 (1979) hereinafter referred to as the "Conditions"; and

WHEREAS, the Carrier and the Organization desire to have an implementing agreement in place and effective if and when the I.C.C. approves the above described transaction;

IT IS HEREBY AGREED:

SECTION 1 - DISPLACEMENT OR DISMISSAL

The Carrier will certify as adversely affected by the transactions one (1) conductor and one (1) brakeman identified in Side Letter #1.

The following shall apply for the certified employees:

(a) Not later than sixty (60) days following the transaction, the employee shall submit claim to the Carrier indicating the transaction, and the date of such. This claim can be made by letter or on Form 32180 provided by the Carrier. (Attachment #1)
The claim is to be submitted to:

Manager Protection Admin.
1416 Dodge St., Room 305
Omaha, NE 68179

(b) Once an employee is certified for protective benefits, it will no longer be necessary to submit claim form 32180 for monthly protective benefits except when in furloughed status, and for the first month after an employee returns to service after being sick, injured, on leave of absence, suspended or discharged.

SECTION 2 - ELECTION OF PROTECTIVE BENEFITS

(a) There shall be no duplication of benefits by an employee under this agreement and any other agreement or protective arrangement. In the event an employee is eligible for protection under this agreement as well as other agreements or protective arrangements, such employee shall be furnished their test period earnings and protected rate and shall within thirty (30) days thereafter, with copy to the General Chairman, make an election in writing to the Carrier as to whether he/she desires to retain the

protection and benefits available under any of the other agreements or protective arrangements or receive the protection and benefits provided under the provisions of this agreement. In the event an employee fails to make the necessary election, the employee shall be deemed to have elected the protection and benefits provided under the provisions of this agreement to the exclusion of any protective benefits under any other agreement or arrangement.

(b) Employees referred to in this Section who elect the protective benefits of this Agreement shall be entitled to revert to the benefits of the protective conditions not selected upon the expiration of the selected benefits; provided; however, that the non-selected conditions are different in type and kind from the conditions selected and the non-selected protective period extends beyond the termination of the selected period.

SECTION 3 - RELOCATION

(a) Relocation benefits are available to employees required to change their point of employment as a result of a transaction and who are required to change their place of residence within their protective period. A change of residence is not required if the employee can hold a position at his or her present work location. A summary of relocation benefits provided under Oregon Short Line are as follows:

Moving Expenses:

- Expenses of moving household and personal effects.
- Traveling expenses of employee and family including living expenses.
- Employee's own wage loss during transfer, for a maximum of

three days.

Losses from home removal:

- An employee who owns his/her own home may, at his option, be reimbursed by the carrier for any loss sustained on the sale of his home at less than its fair market value (the difference between the appraised and sales price). The carrier has the option to buy the home at its fair market value prior to the sale of the home for less than its fair value.
- For an employee under contract to purchase his/her home, the carrier protects him/her against loss to the extent of the fair value of any equity he/she may have in the home and relieves him/her from any further obligation under the contract.
- The carrier protects an employee leasing his/her home against any loss or cost required to secure cancellation of the lease.
- Separate arbitration provisions are provided to resolve disputes that may arise over the fair value of a home or the amount of losses or costs described above.

(b) The term "home" means the single primary residence of the employee and which is used for residential purposes only. If an employee owns and occupies a mobile home as his/her residence, it will be treated as a "home" under applicable provisions of this agreement. In order to receive the benefits which attach to a "homeowner," the employee must furnish the Carrier a copy of the deed to their residence, with an original Notary Public signature.

(c) "Change in place of residence" as used in the Oregon Short Line conditions shall mean the transfer to a work location which is located either (i) outside a radius of 30 miles of the employee's former work location or (ii) more than 30 normal highway route miles via the most direct route from his/her residence, and, in both cases, farther from the employee's residence than was his or her former work location; and, a "change of residence" shall

only be considered effective when the employee presents to the Carrier proof that an actual relocation has occurred. Such proof shall consist of a contract to purchase a home at the new location or a rental agreement (for at least 12 months) at the new location.

(d) Any employee who is required to change his or her place of residence because of this transaction, or the representative of that employee, may notify the UP official signatory hereto before the employee relocates his or her residence so that the ways and means of transportation of the employee's household and other personal effects may be agreed to in advance. UP may, at its option to be exercised during this conference, elect to arrange for the movement of the employee's household goods and personal effects by a mutually acceptable certified mover, with adequate insurance being provided at UP's expense.

SECTION 4 - CLAIMS OR DISPUTES

Any claims or disputes arising from this transaction regarding the application of the Conditions shall be handled directly between the General Chairman and the Carrier's highest designated officer authorized to handle such claims. Any disputes not resolved shall be disposed of pursuant to the provisions of the Conditions.

SECTION 5 - SAVINGS CLAUSES

(a) To the extent the rules of the Schedule Agreement may conflict with this Agreement, this Agreement shall apply.

(b) The negotiations which led to this Agreement are

independent of any other negotiations and will not be cited by either party in any further negotiations.

SECTION 6 - IMPLEMENTING AGREEMENT

This Agreement, which constitutes an Implementing Agreement fulfilling the requirements of the Conditions, shall be effective as of the date the trackage described herein is abandoned.

Signed this 18th day of January, 1994, at Omaha, Nebraska.

FOR THE ORGANIZATION:

G. A. Eickmann
G. A. Eickmann
General Chairman UTU

FOR THE CARRIER:

L. L. Lambert
L. L. Lambert
Gen. Director-Lab. Rels.

S. A. Teller
S. A. Teller
Asst. Director-Employee
Relations & Planning

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UNION PACIFIC RAILROAD
MONTHLY PROTECTIVE BENEFITS CLAIM FORM
 FOR USE BY TRAIN AND ENGINE SERVICE EMPLOYEES

END TO:

Manager Protection Admin.
 1416 Dodge Street - Room 305
 Omaha, NE 68179

Pursuant to the requirements of protection, Agreement _____,
 claim is hereby filed on the basis that I am a ☐ "Displaced" or ☐ "Dismissed" employee as a result of the application/
 implementation of said agreement. In accordance with the protective provisions contained in said agreement, I am entitled
 to an adjustment in compensation received for the month of _____, 19 ____.

Date Protected Period: Commenced _____, 19 ____;

Ends _____, 19 ____.

The following information is furnished in order that computation may be made of compensation due me, if any, under this claim:

1. My average monthly compensation is \$ _____

2. During the month of _____, 19 ____:

(a) My gross total compensation from UP was \$ _____

(b) My gross total compensation from employment other than UP was \$ _____

Statement of outside earnings from any or all sources is attached. (This item applies to "dismissed" (laid-off) employees only.)

(c) I received unemployment benefits totaling \$ _____

(d) I was on vacation from _____ to _____ inclusive.

(e) Position from which displaced. Title _____

Location _____

(f) I was unavailable for service during the claim month:

DATE

REASON

_____	_____
_____	_____
_____	_____
_____	_____

(If additional space is needed, please use the reverse side of this form)

(Statement must be filed within sixty (60) days after end of claim month)

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

ned _____ Occupation _____

Location _____ SSN _____ Date _____

DISTRIBUTION:

White - Manager Protection Admin.
 Canary - Employee

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179



January 18, 1994

Side Letter #1

Mr G A Eickmann
General Chairman UTU(C,T&E)
2933 Woodside Drive
Topeka KS 66614

Dear Sir:

This refers to the implementing agreement covering the abandonment of the Plainville Branch and our discussion concerning the Oregon Short Line labor protective conditions and Section 1.

It was agreed the required labor protective conditions would be satisfied by certifying as adversely affected the following conductor and brakeman:

Conductor	<u>J A Leaf</u>	SS#	<u> </u>
Brakeman	<u>F R Johnson</u>	SS#	<u> </u>

If the foregoing correctly reflects our understanding in this matter, please so indicate by signing in the space provided.

Yours truly,

L. L. Lambert

L. L. LAMBERT
General Director-Labor Relations

AGREED:

G. A. Eickmann
General Chairman - UTU

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET
OMAHA, NEBRASKA 68179-0323



January 18, 1994

Side Letter #2

Mr G A Eickmann
General Chairman UTU(C,T&E)
2933 Woodside Drive
Topeka KS 66614

Dear Sir:

This refers to the implementing agreement covering the abandonment of the Plainville Branch and our discussion concerning how the assignments at Salina should be ranked so an employee would know if he/she has placed on the highest rated assignment in order to retain or obtain full earnings protection under the Oregon Short Line protective conditions.

It was agreed the assignments at Salina would be ranked in the following order:

Salina - Kansas City Pool
Salina - Oakley Pool
Conductor Extra Board
Brakeman Extra Board
Salina - Jct. City Local
Wichita Local
Salina Yard
Switchman Extra Board
Reserve Board

If the foregoing correctly reflects our understanding in this matter, please so indicate by signing in the space provided.

Yours truly,

L. L. Lambert

L. L. LAMBERT
General Director-Labor Relations

AGREED:

G. A. Eickmann
General Chairman - UTU