

110-11.4

MEMORANDUM OF AGREEMENT

between

UNION PACIFIC RAILROAD COMPANY

and

UNITED TRANSPORTATION UNION (C&T)

IT IS AGREED:

I. PURPOSE

- A. To establish freight service between Salina, Kansas and Wichita, Kansas via McPherson, Kansas.
- B. The freight service established by this agreement will be manned by Merged Roster No. 3.B. employees and UP Tenth District Crews on the basis of the ratio of miles that the Merged Roster No. 3.B. employees and the UP Tenth District employees, respectively, bear to the total miles of such service. (Section II.B.1.)

II. OPERATION

A. Wichita-Salina Corridor:

1. REGULAR ASSIGNED LOCAL SERVICE:

- (a) Merged Roster No. 3.B. employees manned the assigned local trains operating in this corridor from November 1, 1989, to May 31, 1990, with Wichita as the Home Terminal. In accordance with the provisions of Article II (c) and (d) of the May 7, 1985 Agreement these Merged Roster No. 3.B. employees manned these assignments to complete the cycle established in that Agreement.

- (b) (1) To realign the periods that the two (2) Districts work on the assigned local service, the remaining seven (7) months of 1990 will be prorated based on a $7\frac{1}{2}$ vs. $4\frac{1}{2}$ month formula.

UP Tenth District employees will man the assigned local assignment June 1, 1990, through September 15, 1990, with Salina as the Home Terminal.

Merged Roster No. 3.B. employees will man the assigned local assignment September 16, 1990, through February 15, 1991, with Wichita as the Home Terminal.

Appropriate bulletins will be posted to facilitate the conversions.

- (2) UP Tenth District employees will man the assigned local assignment February 16, 1991 through June 30, 1991, with Salina as the Home Terminal.

Merged Roster No. 3.B. employees will man the assigned local assignment June 30, 1991 through February 15, 1992 with Wichita as their Home Terminal.

These cycles of $4\frac{1}{2}$ months and $7\frac{1}{2}$ months will be repeated every year.

Appropriate bulletins will be posted to facilitate each conversion.

B. OTHER THAN REGULAR ASSIGNED LOCAL SERVICE:

1. Merged Roster No. 3.B. employees and Union Pacific Tenth District employees will be afforded the opportunity to equitably share in the manning of other than regular assigned local trains handling traffic in this corridor based on equities outlined below:

Rail mileage between Salina and Wichita via McPherson is 96.2 miles.

- (a) 60.7 miles (63%) on Merged Roster No. 3.B. territory.
 - (b) 35.5 miles (37%) on Union Pacific Tenth District territory.
- 2. CMS will maintain records and see that each seniority district mans the "other-than-assigned-local-service" on this route, in accordance with the Sequence Board appended as Attachment I, to see that the equity sharing is handled in an orderly and efficient manner. CMS will provide the involved local chairmen with a copy of the Sequence Board at the end of each month showing its current status.
 - 3. The additional traffic handled in this corridor in the period November 1, 1989 through September 15, 1990 will be calculated. UP Tenth District crews will be afforded an opportunity to handle their equity share by manning a corresponding ratio of Merged Roster No. 3.B. turns from the Sequence Board until the turns are equalized.
 - 4. Crews in unassigned service shall not be held at the away-from-home-terminal longer than 16 hours. At the expiration of 16 hours they shall be deadheaded to the home terminal, otherwise they shall be considered on continuous held away pay until called, or until they depart in deadhead service.
 - 5. If a crew operated Salina to Wichita (or vice versa) and deadheaded back to the original terminal on a continuous service basis, this operation will be counted as two separate trips for purposes of applying the sequence board. The same handling will prevail if the continuous service trip comprehends a terminal-to-terminal deadhead and a service trip back.

C. GENERAL:

- (1) When working an assignment covered by this Agreement:
 - (a) Merged Roster No. 3.B. crews will be governed by the MP Working Agreement.

- (b) UP Tenth District crews will be governed by the UP Working Agreement.
- (2) Vacancies on these assignments will be filled from the Extra Board of the Seniority District manning the assignment at the time the vacancy occurs.
 - (3) Work trains operated exclusively on one of the seniority districts will be manned by employees from that district. Crews will not work on both districts, except when on a train which operates from terminal to terminal on the same tour of duty.
 - (4) Weed spray trains, hospital trains and other similar non-revenue train movements that operate through from terminal to terminal, on the same tour of duty, will be manned pursuant to the Sequence Board set forth in Attachment II, the same as if they were through-freight assignments.
 - (5) Short turnaround revenue service operated exclusively within a prior rights territory will be protected by the originating terminal and will not count in any mileage allocation calculations.
 - (6) Hours of Service Relief will be provided from the destination terminal; i.e., from Salina for northward trains and from Wichita for southward trains. Mileage made by a crew called solely for Hours of Service Relief will not be counted in any mileage allocation calculations.
 - (7) A crew operating Salina to Wichita (or vice versa) who dies on the Hours of Service Law and is deadheaded back to their originating terminal will be paid as though they operated onto their objective terminal and then deadheaded back to their originating terminal, and such handling will be counted as two separate trips for purposes of applying the sequence board.

III. QUALIFICATIONS:

- A. Any employe involved in the consolidation herein provided, whose new assignment requires performance of duties on a geographic territory not familiar to him, will be given full cooperation, assistance and guidance in order that the employe's qualifications therefor shall be accomplished as quickly as possible.
- B. An employe whose new assignment requires performance of duties on a geographic territory not familiar to him will not suffer any loss of compensation while qualifying for such territory.

IV. PROTECTIVE BENEFITS AND OBLIGATIONS:

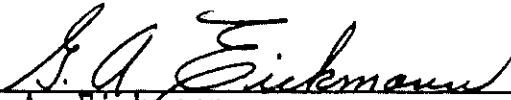
- A. In lieu of any and all protective benefits which might be due to UP Tenth District employees as a result of the implementation of this agreement, separation allowance in accordance with Attachment "II" will be afforded to the three (3) senior UP Tenth District Employees making application for same within 30 days from the effective date of this Agreement.

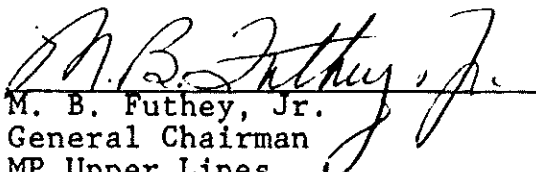
V. SAVINGS CLAUSES:

- A. Where rules of the Schedule Agreements conflict with this Memorandum of Agreement, this Memorandum of Agreement shall apply.
- B. The provisions of this Agreement shall be applied to all employees covered by said Agreement without regard to race, creed, color, age, sex, national origin, or physical handicap, except in those cases where a bona fide occupational qualification exists. The masculine terminology herein is for the purpose of convenience only and does not intend to convey sex preference.
- C. The parties realize that much of the impact of this Agreement cannot be foreseen; therefore, the parties agree that the appropriate Directors of Labor Relations and UTU General Chairmen will meet annually, or more often if requested, to discuss any problems which may have arisen in the application of this Memorandum of Agreement.

Signed at Omaha Nebraska, this 18th day of
December, 1990.


FOR THE UTU(C&T)

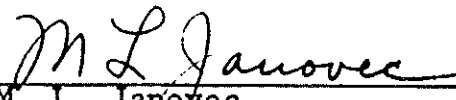

G. A. Eickmann
General Chairman
UP Eastern District


M. B. Futhey, Jr.
General Chairman
MP Upper Lines


P. C. Thompson
International Vice-President

FOR THE CARRIER:


M. A. Hartman
Director Labor Relations


M. L. Janovec
Director Labor Relations

RATIO BOARD SALINA - WICHITA

EXAMPLE OF CALLING SEQUENCE FOR EXTRA TRAINS

RT03 = Merged Roster No. 3
 RT10 = Tenth District

<u>SEQ BOARD</u>	<u>SEQ BOARD</u>	<u>SEQ BOARD</u>
001/RT03	035/RT10	069/RT10
002/RT10	036/RT03	070/RT03
003/RT03	037/RT03	071/RT03
004/RT10	038/RT10	072/RT10
005/RT03	039/RT03	073/RT03
006/RT03	040/RT03	074/RT10
007/RT10	041/RT10	075/RT03
008/RT03	042/RT03	076/RT10
009/RT03	043/RT03	077/RT03
010/RT10	044/RT10	078/RT10
011/RT03	045/RT03	079/RT03
012/RT03	046/RT03	080/RT03
013/RT10	047/RT10	081/RT10
014/RT03	048/RT03	082/RT03
015/RT03	049/RT03	083/RT03
016/RT10	050/RT10	084/RT10
017/RT03	051/RT03	085/RT03
018/RT03	052/RT10	086/RT03
019/RT10	053/RT03	087/RT10
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022/RT10	056/RT03	090/RT10
023/RT03	057/RT10	091/RT03
024/RT10	058/RT03	092/RT03
025/RT03	059/RT03	093/RT10
026/RT03	060/RT10	094/RT03
027/RT10	061/RT03	095/RT03
028/RT03	062/RT03	096/RT10
029/RT10	063/RT10	097/RT03
030/RT03	064/RT03	098/RT10
031/RT03	065/RT03	099/RT03
032/RT10	066/RT10	100/RT10
033/RT03	067/RT03	
034/RT03	068/RT03	

There are a total of 100 jobs in each cycle.
 Sequence board totals per 100 jobs: RT03=63 RT10=37

ATTACHMENT "II"

A. OPTIONS AVAILABLE TO EMPLOYES DESIRING SEPARATION

Successful applicants for separation pay under Article IV.A. of the Agreement dated December 18, 1990, shall be offered the following three (3) options:

1. Payment of a lump sum separation allowance equal to the applicant's earnings in the preceding twelve-month period, with a minimum of Fifty Thousand Dollars (\$50,000). That amount will be reduced by the applicable payroll deductions, including Federal and State taxes. The applicable provisions of Sections E through G 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 applicant's earnings in the preceding twelve-month period, with a minimum of Fifty Thousand Dollars (\$50,000) 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 E through G 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 C of this Attachment.

3. Payment of a separation allowance equal to the applicant's earnings in the preceding twelve-month period, with a minimum of Fifty Thousand Dollars (\$50,000) 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 E through G 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 D of this Attachment.

B. ELIGIBILITY REQUIREMENTS

Employees submitting applications for separation must, on the effective date of the Agreement dated hold seniority as a trainman and be actively employed and receiving compensation from the Carrier either as a regularly assigned employee or an extra board employee. A furloughed employee shall also be considered eligible under this Section.

C. 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 employee 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:

1. Career Assessment Counseling - The Carrier will provide career evaluation services and counseling from a Carrier approved provider of such service 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.

2. Tuition Aid - The Carrier will provide up to Three Thousand Dollars (\$3,000) for a period not to exceed five (5) years from date of termination for tuition, books and fees paid direct to an accredited school for those employees seeking education and training associated with their career choice.
3. Employment Agency - The Carrier will provide for placement service and for the direct payment of all fees, if any, not to exceed 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.
4. An employee may elect the Two Thousand Dollars (\$2,000) specified in Paragraph 3 to be applied toward the tuition aid specified in Paragraph 2 rather than being utilized for placement service.

D. 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 that 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.

E. LIMITATIONS ON NUMBER OF SEPARATIONS

The number of separations to be accepted from each existing seniority roster shall be based upon the needs of the service as

determined by the Carrier. Separations will be granted in seniority order.

F. APPLICATION PROCESS

Depending on the needs of the service, notices of this Agreement 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 IV) must be received by the Carrier no later than ten (10) 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 completed copies to the individuals listed on the form. In the case of a dispute as to whether the form was submitted on 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 the posting of the notice. A copy of the results will be forwarded to the General Chairmen.

G. 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 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 employe receiving monthly payments under Options No. 2 or 3 of this Agreement, the employe'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.

REQUESTS FOR EMPLOYMENT ALTERNATIVES PROGRAM

In accordance with the Agreement dated _____ I hereby request to execute one of the following options:

Option 1: ☐ Lump sum separation of (check one) ☐ previous twelve months earnings
☐ \$50,000.00

Option 2: ☐ Separation of (check one) ☐ previous twelve months earnings
☐ \$50,000.00

(Check one) ☐ Lump Sum Separation
☐ Monthly installments of _____ Months
 (Not to exceed 12 months)

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

Option 3: ☐ Separation of: (check one) ☐ previous twelve months earnings
☐ \$50,000.00

For employees eligible to retire within two years. Payment in _____ monthly installments not to exceed 24 months or age 62, whichever first occurs.

PLEASE PRINT

FULL NAME _____

SOCIAL SECURITY NUMBER _____

SENIORITY DISTRICT & DATE _____

POSITION AND TITLE LOCATION _____

CURRENT HOME ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

Mail to:
 Union Pacific Railroad Company
 Labor Relations
 1416 Dodge Street
 Omaha, NE 68179 (Attn: C. R. Wise - Room 332)

cc: General Chairman, UTU