

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
Northwestern District - Oregon Division
and the
UNITED TRANSPORTATION UNION - C & T Divisions

CASTLE TURN

To assist in stabilizing the work force on the Castle Turn operating out of Hinkle, Oregon,

IT IS AGREED:

The "Castle Turn Agreement" dated April 18, 1980 is amended by the adoption of the following --

Conductors on this assignment shall be compensated at the yard foreman's rate of pay; brakemen on this assignment shall be compensated at the yard helper's rate of pay.

Where, in the application of this agreement, the total daily earnings from all sources under the Basic Day, Mileage, Overtime and other rules in effective agreements, including any and all special and arbitrary allowances, do not produce 131 miles per day, trainmen assigned or working on the Castle Turn with Hinkle, Oregon as the established point for going on and off duty shall be guaranteed not less than 131 miles for each day service is performed on the assignment or for each day such trainmen are held for service.

NOTE 1. The terms and provisions of this agreement are only applicable to the Castle Turn when the assignment is bulletined for less than 100 miles.

NOTE 2. In determining time and mileage allowed under this agreement, where the miles run do not exceed 100 miles, overtime will, in that event, start to accrue at the expiration of eight hours.


NOTE 3. Under this agreement, a trainman who would otherwise qualify for holiday pay under the several national agreements dealing with paid holidays shall be entitled to holiday pay in accordance with the existing provisions as set forth in such national agreements, subject to the condition that the employe has otherwise fulfilled the qualifying conditions as specified in such national agreements.

In consideration of the above, this assignment may be bulletined to operate on a five, six or seven-day basis. If established on a five-day basis, the layover days shall be consecutive.

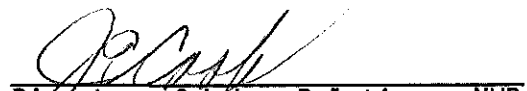
This agreement shall be effective May 1, 1985 and thereafter, subject to the conditions that it shall automatically terminate and be of no further force or effect by the serving of a thirty-(30) day written notice by one party on the other of its desire to terminate the agreement, in which event the agreements and practices in effect prior to May 1 1985 shall be restored.

Dated at Portland, Oregon this 18th day of April, 1985.

UNITED TRANSPORTATION UNION:


General Chairman, C&T Divisions

UNION PACIFIC RAILROAD COMPANY:


Director of Labor Relations, NWD

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF LABOR RELATIONS
NORTHWESTERN DISTRICT

J. E. COOK
DIRECTOR OF LABOR RELATIONS
E. O. MORLOK
ASSISTANT DIRECTOR OF LABOR RELATIONS



P.O. BOX 4265
PORTLAND, OREGON 97208

June 12, 1980

ODB-4156
ODB-4160

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



Dear Mr. Nelson:

This has reference to our conference discussion June 4, 1980 regarding the interpretation and application of Section 3(d) of the separate agreements establishing the Guaranteed Extra Board at Hinkle for conductors and pertaining to the Castle Turn assignment.

IT IS AGREED:

Section 3(d) of each of the agreements identified as Guaranteed Extra Board - Conductors Hinkle and Guaranteed Extra Board - Brakemen Hinkle (ODB-4156) and the agreement pertaining to the Castle Turn operating out of Hinkle (ODB-4160) is amended as follows:

"In the event the conductor assigned to the Guaranteed Extra Board or to the Castle Turn at Hinkle is displaced by a senior conductor who is unable to hold a position as conductor within the seniority district, such conductor may displace either the junior brakeman assigned to the Guaranteed Extra Board or to the Castle Turn, if he so desires.

"In the event a brakeman assigned to the Guaranteed Extra Board or to the Castle Turn at Hinkle is displaced by a senior employe, such brakeman may displace the junior brakeman assigned to either the Guaranteed Extra Board or the Castle Turn, if he so desires."

As an indication that the above amended provisions become an integral part of the referred to agreements, please sign all copies of this letter in the space provided, returning the original and one signed copy to the undersigned and retain the balance for your record.

Yours truly,

A C C E P T E D:

General Chairman, UTU C&T

A G R E E M E N T
between the
UNION PACIFIC RAILROAD COMPANY
(Northwestern District - Oregon Division)
and the
UNITED TRANSPORTATION UNION - C & T Division

Whereas the establishment of a guaranteed extra board is being considered at Hinkle, Oregon to protect turnaround service originating at that location, it has been proposed that the Castle Turn which currently operates out of Hinkle be changed to conform to the specified bulletin and displacement conditions applicable to the Hinkle guaranteed extra board.

Therefore, IT IS AGREED:

Section 1. Effective with the establishment of the Hinkle guaranteed extra board, the Castle Turn, operating in assigned turnaround service from Hinkle to Castle and return, shall be rebulletined as a new assignment to give effect to the conditions hereinafter set forth. Trainmen holding the assignment will be required to remain on the run pending assignment under the bulletin before exercising seniority.

Section 2. When the Castle Turn is rebulletined as provided in Section 1, the vacancies will be advertised and assigned in accordance with the governing rules of the agreement. Thereafter, and subsequent to 1980, so long as the assignment continues in effect, vacancy and assignment bulletins shall be issued at one-year intervals.

NOTE: The phrase "one-year intervals" shall be understood to mean a period of twelve months as follows --

July 1 through June 30

Section 3. (a) Any employee who has established and/or acquired seniority rights to road service as brakeman may apply for and be assigned to a position of brakeman on the new assignment, and any employee who has established and/or acquired seniority rights to road service as conductor may apply for and be assigned to position of conductor on the new assignment, subject to the terms and provisions of the seniority, bulletin and assignment rules of the effective agreement, except as to the time period specified in Section 2 for the year 1980 and subsequent years.

(b) Trainmen assigned (voluntarily or involuntarily) to vacancies bulletined in accordance with Section 2 shall accept the assignment and shall not be subject to displacement in the exercise of seniority for a period of twelve months, except as otherwise provided in this agreement.

(c) If there are no applications received for bulletined positions of brakeman advertised pursuant to Section 2 for the year 1980, and for subsequent years, the vacancy will be filled in accordance with the provisions of Rule 33(n).

When no bids are received on position of conductor, the vacancy will be filled in accordance with the provisions of Rule 33(m).

(d) Trainmen who are assigned to the Castle Turn shall not, in the exercise of seniority, be permitted to apply for any other vacancy or displace any other employe their junior on any other assignment during the twelve-month period referred to in this agreement, except -- (1) that employes assigned to bulletined vacancies pursuant to the provisions of this agreement may be subject to displacement by any employe their senior, brakeman or conductor, in the event such employe did not have access to the vacancy bulletin, or such senior employe is displaced in the exercise of seniority and is unable to hold a position as brakeman or conductor, as the case may be, within his seniority district; and (2) an employe forced to the assignment in accordance with the provisions of Section 3(c) shall be relieved, if he so desires, when another employe his junior becomes available, provided the first junior employe files a written application with the crew dispatcher within ten days from the date he is force assigned indicating his desire to be so relieved.

Section 4. (a) Temporary vacancies on the Castle Turn occasioned by employes laying off may be protected by available employes on the guaranteed extra boards at Hinkle. Thereafter, the vacancy will be filled in accordance with the provisions of Rule 32.

(b) A vacancy occasioned by authorized leave of absence shall be bulletined for seniority choice and the employe assigned or forced thereto shall assume the terms and conditions set forth in this agreement and shall hold the position until return of the incumbent or until expiration of the one-year period provided in Section 2 hereof, whichever occurs first.

(c) If a junior employe is forced to the vacancy in accordance with paragraph (b) hereof, he shall be relieved, if he so desires, when another employe his junior becomes available, pursuant to the condition set forth in Item (2) of Section 3(d) hereof. In any event, the

former incumbent shall be required to resume his position on the guaranteed extra board upon returning from leave of absence to fulfill the unexpired portion of the one-year period. The employee thus displaced shall be governed by applicable displacement rules.

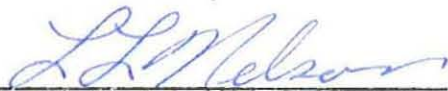
Section 5. Employees assigned to vacancies on the Castle Turn pursuant to Section 3 of this agreement shall be considered as having made an exercise of their seniority rights in the application of deadhead rules in the controlling and governing agreements.

Section 6. This agreement shall be effective April 21, 1980 and thereafter subject to the condition that it shall automatically terminate and be of no further force or effect upon the serving of thirty days written notice by either party upon the other of its desire to so terminate the agreement.

Dated at Portland, Oregon this 18th day of April, 1980.

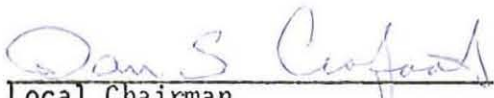
UNITED TRANSPORTATION UNION:

UNION PACIFIC RAILROAD COMPANY:


General Chairman, C&T Division


Director of Labor Relations, NWD


Local Chairman


Local Chairman