



A G R E E M E N T

BETWEEN THE

UNION PACIFIC RAILROAD COMPANY
(WESTERN REGION - OREGON DIVISION)

AND THE

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
AND UNITED TRANSPORTATION UNION (C,T & E)

1980.20-7

SWITCHING LIMITS - UMATILLA BRANCH

In order to provide better and more efficient service to the industries located on the Umatilla Branch which extends from Hinkle Yard, it is agreed that the switching limits on the Umatilla Branch shall be extended under the following conditions:

The switching limits on the Umatilla Branch shall be extended from the present point (MP 0.0) to the end of the branch, which is at approximately MP 10.6.

This Agreement will become effective upon full execution by all parties, and will remain in effect until cancelled or modified under the provisions of the Railway Labor Act, as amended.

DATED AT PORTLAND, OREGON, THIS 29TH DAY OF DECEMBER, 1987.

UNITED TRANSPORTATION UNION

UNION PACIFIC RAILROAD COMPANY


General Chairman, UTU-C&T


Regional Director, Labor
Relations

UNITED TRANSPORTATION UNION


General Chairman, UTU-E

BROTHERHOOD OF LOCOMOTIVE ENGINEERS


General Chairman, BLE

UNION PACIFIC RAILROAD COMPANY



February 19, 1988

1980.20-7

Mr. R. W. Bennett
General Chairman, BLE
19070 Carvatta Court
Oregon City, OR 97045

RE: Extension of Switching Limits at Hinkle Yard
to include the Umatilla Branch

Dear Mr. Bennett:

In our recent conference regarding the proposed agreement which will extend the switching limits at Hinkle to include the Umatilla Branch, the Organization voiced concern that work equities established under the so-called Hinkle Agreement of June 27, 1951 concerning the ratio of Second District to Third District yard assignments remain in effect.

In the conference, we agreed that the work equities established by the Hinkle Agreement would be undisturbed by the agreement to extend the Hinkle switching limits.

If this properly sets forth your understanding of our agreement in conference, please so indicate by signing in the space provided below and returning a signed copy to this office.

Yours truly,

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

W. S. Hinckley
Director, Labor Relations

A G R E E D:

A handwritten signature in dark ink, appearing to read "Russell W. Bennett". The signature is written in a cursive style, with the first letter of the first name being a large, looped capital.

General Chairman, BLE

ODC-813
ODB-1747
ODE-763
ODF-955

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY
(Northwestern District--Oregon Division)

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
ORDER OF RAILWAY CONDUCTORS & BRAKEMEN
BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEEMEN
BROTHERHOOD OF RAILROAD TRAINMEN

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SWITCHING DISTRICT & LIMITS - HINKLE, OREGON

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The present eastward limits of the switching district at Hinkle, Oregon are located and terminate at mile post 188.15, the present location of the yard limit board, on the third and second subdivisions.

Stanfield, Oregon is a station on the second subdivision and is situated at mile post 188.4, the west switch to the passing track being located at mile post 188 and the east switch to the siding being located at approximately mile post 189.

On October 11, 1960 the carrier - pursuant to the provisions of paragraph (c) of Article 10 of the BRT National Agreement dated August 1, 1951 and similar provisions in the National Agreements dated May 23, 1952 between the Company and the ORC&B, BLE and BLF&E Organizations - started and has continued to afford switching service to a new industry (Utah-Idaho Sugar Company) which had located its new facility (beet dump) at Stanfield, Oregon. The switch governing the movement from the main track to the track or tracks serving the new industry was located at a point not to exceed four miles from the then existing switching limits (mile post 188.15).

There are, in addition, other industries and tracks at Stanfield, Oregon which are outside the switching limits of Hinkle, Oregon and work at such other industries is, when required, performed by road crews.

The Organizations and the Company consider that the industries at Stanfield, Oregon and work to be performed on the trackage within the Stanfield station and passing track limits can be more effectively and efficiently served with improved shipper satisfaction and improved train operations by yard crews now stationed and employed at Hinkle, Oregon.

The several National Agreements between the Company and the Organizations representing train, yard and engine service employees provide procedures for the extension, i.e., changing of switching limits. These provisions for changing switching limits may be identified from the following National Agreements:

- (a) BRT: Paragraph (b) of Article 10 (Switching Limits) National Agreement of May 25, 1951.
- (b) ORC&B: Paragraph (b) of Article 10 (Switching Limits), National Agreement of May 23, 1952.
- (c) BLF&E: Paragraph (a) of Article 7 (Changing Switching Limits), National Agreement of May 23, 1952.
- (d) BLE: Paragraph (a) of Article 7 (Changing Switching Limits), National Agreement of May 23, 1952.

The agreements identified stipulate in part that:

"The Carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding."

The parties have, through conferences and correspondence, reached an accord in basic principles:

Therefore, IT IS AGREED:

Section 1. Effective January 1, 1963 the switching district at Hinkle, Oregon shall be extended eastward on the second subdivision from mile post 188.15 to mile post 189.25, a location 2500 feet east of the east switch at Stanfield, Oregon.

Section 2. On and after January 1, 1963 yard crews stationed and employed at Hinkle, Oregon will perform all work within the enlarged switching district, including all work at Stanfield, Oregon and such work will be performed under yard service rules, rates and conditions.

Section 3. Road crews, on and after the effective date of this agreement, will perform no yard service within the extended switching district defined in Section 1 hereof, except as to such service as may be permissible within the framework of the respective train service agreements.

Section 4. No further changes (extension) of the Hinkle switching district eastward from or beyond mile post 189.25 will be made, except such changes and/or extensions as may be agreed to through negotiations as set forth in the respective national agreements and between all the parties signatory to this agreement.

Section 5. This agreement shall be effective January 1, 1963 and shall continue in effect until changed, altered or modified in accordance with the provisions of the Railway Labor Act, as amended, or as provided in Section 4 of this agreement.

Dated at Portland, Oregon this 4th day of December, 1962.

BROTHERHOOD OF LOCOMOTIVE
ENGINEERS:

Edgar Smith
General Chairman

ORDER OF RAILWAY CONDUCTORS
AND BRAKEMEN:

N. R. Briddle
General Chairman

BROTHERHOOD OF LOCOMOTIVE
FIREMEN & ENGINEERS:

E. A. Hecker
General Chairman

BROTHERHOOD OF RAILROAD
TRAINMEN:

J. P. McInnis
General Chairman

W. J. Decker
UNION PACIFIC RAILROAD COMPANY:

Assistant to Vice President

UNION PACIFIC RAILROAD COMPANY



February 19, 1988

1980.20-7

Mr. R. W. Bennett
General Chairman, BLE
19070 Carvatta Court
Oregon City, OR 97045

Dear Mr. Bennett:

This has reference to our conversations and meetings concerning the proposed extension of the Hinkle switching limits to include the Umatilla Branch. As part of those discussions, the effect of the loss of the Umatilla Turn was discussed. The Umatilla Turn and the other Second District engineer assignments at Hinkle are all classed as "fence jobs," that is, the assigned engineer may not be displaced nor can he leave the job for a period of one year. The "fence job" status was conferred on these jobs by Section 12 of the Redmond Traveling Switcher Agreement dated October 29, 1969. In addition, the Guaranteed Extra Board Agreement of July 18, 1980 designated the Guaranteed Extra Board positions as "fence jobs."

Heretofore, under Section 6(b) of the October 29, 1969 Redmond Agreement, engineers cut off or displaced from a fence job at Hinkle could not bump onto another fence job unless it was an identical job, that is, a Umatilla Branch engineer could only bump another Umatilla Branch assignment if there was one.

Inasmuch as these fence jobs have become a matter of choice for the individuals assigned to them to the extent some of them have located their homes in the Hinkle area, it was felt that the application of Section 6(b) of the Redmond Agreement should be reviewed. That section reads as follows:

"(b) Where there are two or more traveling switcher assignments in existence at Redmond, Oregon and reductions are made in the number of assignments, the provisions of the last sentence of Section 13(a) of BLE Article 39 shall apply as between engineers at the same outside point. This particular provision of agreement reads as follows--

'Where a reduction of crews is involved in such assignments, the senior engineer not needed to fill the assignments may

remain or exercise seniority elsewhere and, if they choose to remain, junior men will be displaced.'"

After discussing the Agreement, it was agreed that the proper application of Section 6(b) would be to allow any Second District engineer assigned as such at Hinkle who is affected by an abolishment to displace any other junior Second District engineer at Hinkle if desired, including those assigned to the Guaranteed Extra Board.

If this correctly sets forth your understanding of our agreed-upon interpretation, please so indicate in the space provided below and return a signed copy to this office in order that we may advise Crew Management.

Yours truly,



W. S. Hinckley
Director, Labor Relations

A G R E E D:



General Chairman, BLE