

MEMORANDUM OF AGREEMENT

ODB-3892
ODB-3904
ODB-4012
ODB-4017

On May 25, 1979 the Organization served notice under Section 6 of the Railway Labor Act, as amended, of its desire to cancel the letter of understanding dated December 5, 1978 concerning the use of interdivisional pool crews in turnaround service west of Hinkle, Oregon. On October 1, 1979 the Organization served a second notice of its desire to revise the Interdivisional Service Agreement by inserting a provision reading as follows --

"Crews assigned to interdivisional service and made-up crews used to augment interdivisional service on the Northwest District, Union Pacific Railroad, will not be used in turnaround service out of their away-from-home terminal."

The Organization's notices arose out of Carrier's use of interdivisional service crews in turnaround service west of Hinkle, Oregon which involves the interpretation and application of Section 1(a) of Part IV of the Interdivisional Service Agreement dated August 26, 1972 and Section 2 of Supplemental Understanding No. 3 thereto.

The notices have been handled on the property in accordance with the provisions of the Railway Labor Act and the services of the National Mediation Board have been requested by the Organization with respect to the notice dated May 25, 1979.

In order to dispose of the dispute, the letter of understanding dated December 5, 1978 is hereby cancelled, and effective immediately the following is adopted in lieu thereof:

- 1) The right of the Company to use interdivisional pool freight service crews in turnaround service, including but not limited to relief service, west of Hinkle is acknowledged.
- 2) Interdivisional pool crews used in turnaround service, including relief service covered by Supplemental Understanding No. 6 of the Interdivisional Service Agreement, will be considered as having been inducted into interdivisional service in applying the terms and provisions of the Interdivisional Service Agreement.
- 3) Interdivisional pool crews used in turnaround service west of Hinkle, Oregon shall be placed first-out upon completion of the turnaround service and will not, if other interdivisional service crews are rested and available for service at Hinkle,

be used for a second tour of duty in turnaround service but will be called, subject to the availability and held-for-rest rules of the agreement, from such first-out position for the next straightaway trip in interdivisional service to be operated through from one interdivisional freight service terminal to another interdivisional freight service terminal.

- 4) Insofar as this agreement applies to the operations herein described, neither the first-in first-out provisions nor the penalty provisions of the turnaround or not-called-in-turn rules of the schedule agreement shall apply.
- 5) Nothing in this agreement shall be construed or interpreted to preclude the use of other employees (crews) in turnaround service out of Hinkle, Oregon.

This agreement shall become effective on April 18, 1980 and is in settlement of the disputes growing out of the notices served by the Organization on May 25, 1979 and October 1, 1979, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

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

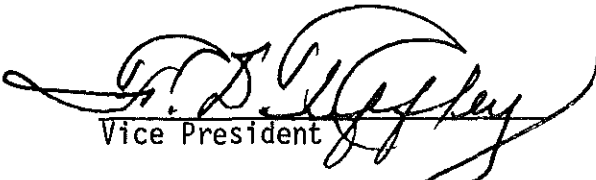
UNITED TRANSPORTATION UNION,
C & T Divisions:


General Chairman

UNION PACIFIC RAILROAD COMPANY:


Director of Labor Relations, NWD

APPROVED:


Vice President