SPOKANE INTERNATIONAL RAILROAD COMPANY

LABOR RELATIONS DEPARTMENT

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February 7, 1985

LR 013-17-47

Mr. C. L. Barrett, Jr. General Chairman, UTU - E 8835 SW Canyon Lane, Suite 404B Portland, Oregon 97225 Mr. L. L. Nelson
General Chairman, UTU C&T
936 SE Ankeny Street, Suite F
Portland, Oregon 97214

Gentlemen:

This has reference to previous correspondence and meetings concerning the meal and lodging facilities at Eastport, Idaho, the latest meeting being January 3, 1985.

In that meeting the discussions centered around the Organizations' refusal to sign the letter agreement dated October 19, 1984 which, by its terms, resolved the dispute. It developed that the refusal to sign the agreement was caused by a basic misunderstanding of the terms of the agreement which was reached as a result of the meeting on May 2, 1984. A Catch-22 situation had developed whereby the Superintendent's office felt that it should not take steps towards contracting with Mr. Parrish in Eastport until the agreement, which had the effect of withdrawing all claims submitted by the Organizations, had been signed. The Organization, on the other hand, felt that their signature on the agreement was contingent upon first seeing some indication by the Carrier that steps were being taken to build the new facility. As a result, neither side took action and the matter stagnated.

In the January 3 meeting the problems at Eastport were again discussed in depth and you were again advised that Mr. Parrish continued to be willing to build a lodging facility at Eastport to replace the present facility and that steps would be taken to finalize a contract with him to do so in order that construction could begin as soon as weather permits. You were also advised that Mr. Parrish has indicated that if the restaurant at Eastport goes out of business, he would be willing to provide meals in addition to lodging although he did not wish to create competition for the restaurant so long as it remained open.

As for the present operation, it was agreed that the arrangement set forth in the proposed letter of understanding dated June 14, 1984 continued to be acceptable. That arrangement is as follows:

After discussing several options, it was agreed that the matter of obtaining meals during the time the restaurant at Eastport was closed would be solved by having the operator of

the restaurant provide a limited menu listing several meals which she would be willing to prepare in advance and which would be suitable for placing in plastic containers for reheating in a microwave oven. The microwave oven would be placed in the depot at Eastport initially, later to be placed in the new lodging facility which is to be built at Eastport.

The procedure to be followed in utilizing these pre-cooked meals will be that the crew will, upon reporting for duty at Spokane, order from the limited menu and their orders will be forwarded to the restaurant owner at Eastport prior to 6 PM. The meal will then be taken to the Eastport depot to be placed in a refrigerator until the crew arrives, at which time they can reheat the meals in the microwave oven. The employes will pay for the meals prior to departure from Eastport. As stated above, the arrangement with regard to the microwave being situated in the depot at Eastport will be temporary until the new lodging facility is completed.

Finally, it was agreed that all claims revolving around the issue of obtaining meals at Eastport, Idaho, which had been submitted or which may be submitted in the future, will be withdrawn upon evidence satisfactory to the Organization that the Company has initiated the necessary contractual arrangements for construction of the new lodging facility at Eastport.

If the above properly sets forth the subject matter of the meeting held on January 3 and the agreements reached therein, will Mr. Barrett please sign in the space provided below, then forward the original and all copies to Mr. Nelson who, in turn, will return the original and three signed copies to the undersigned, retaining two signed copies for himself and mailing two signed copies to Mr. Barrett.

Yours truly,

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ACCEPTED:

General Chairman.

General Chairman, UTU C&T

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