

**MEMORANDUM OF AGREEMENT  
#2112019683**

**between the  
UNION PACIFIC RAILROAD COMPANY  
For the Territory (Northwestern District)  
Oregon Division**

**and the**

**UNITED TRANSPORTATION UNION**

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**CONSOLIDATION OF SENIORITY DISTRICTS**

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**Section 1.** (a). Effective December 16, 1996, the following seniority rosters and districts on the Northwestern - Oregon Division shall be consolidated into one roster and district on a dovetail seniority basis and the employees whose names appear thereon shall hold prior rights in the seniority district in which originally employed.

First Seniority District  
Second Seniority District  
Third Seniority District  
Fourth Seniority District  
Fifth Seniority District  
Spokane International (SI) Seniority District  
Fifth/SI Seniority District  
Fourth/Fifth/SI Seniority District

(b). This new Consolidated Seniority District will be known as the "Northwest Consolidated Seniority District".

(c). The employee on the named roster with the greatest seniority will be number 1 on the new roster, the employee with the next greatest of seniority will be number 2 and so on until all employees have been placed on the new consolidated roster. If this process results in employees having identical seniority dates, seniority will be first determined by the date/time such employees made application for employment with the Carrier and if necessary followed by the employee's Company service date (train/yard service being superior). In the event these two (2) steps do not resolve the ranking, age will be used, the oldest employee being first.

(d). Conductor seniority dates will also be consolidated with the employee on the roster with the greatest Conductor seniority being No. 1, followed by the next greatest Conductor being No. 2. If this process results in Conductors having identical seniority dates, ranking will first be determined by the Conductor's brakeman seniority date, the senior date being first. If this still results in Conductors having identical dates, the process set forth in Subsection (c) above (application for employment, Company service date and age) will be utilized.

(e). The new Northwest Consolidated Seniority District will indicate prior rights in the following manner:

**EXAMPLE:**

Prior Rights to Assignments									
Districts									
Name	Rank	1st	2nd	3rd	4th	5th	SI	5th/SI	4th/ 5th/SI
Adams	#1			X					
Tyler	#2	X							
Polk	#3								X
Taylor	#4					X			
Grant	#5		X						
Hayes	#6							X	
Taft	#7				X				
Wilson	#8						X		

(f). Any employee who has seniority on more than one (1) district will be provided prior rights to the district where the employee holds the most seniority. An employee will not be provided additional prior rights to more than one (1) seniority district.

**NOTE:** This Subsection (f) does not eliminate prior rights to those employees currently holding prior rights seniority on the Fourth, Fifth and SI Districts.

(g). Prior right employees will not be required to exercise seniority outside of their prior right district in order to retain their seniority.

(h). Before any prior right employee utilizes seniority outside of his/her prior right district (displacement and/or assigned), all recall options of prior right furloughed

employees under Section 4 as well as prior right reserve board employees must be exhausted on that district to which the prior right employee desires to place.

**Section 2(a).** All new employees who acquire seniority on the new Northwest Consolidated Seniority District roster after December 16, 1996 will not acquire prior rights to any of the eight (8) seniority districts/prior right seniority districts listed in Section 1. Such employees will work all assignments in their Northwest Seniority Zone. The employees, at the time they acquire seniority, will be assigned to one of the following two (2) zones:

**Zone 1**      The current First Seniority District and the current Second Seniority District east to but not including Hinkle, Oregon.

**Zone 2**      The current Third Seniority District, the current Fourth, Fifth and SI Seniority Districts east and north from and including Hinkle, Oregon.

**Note:**      At the time of implementing this Agreement, the Second District extra board at Hinkle will be considered as in Zone 1. Subsequent to that date, reference should be made to Section 6.

(b)(1). Employees acquiring seniority after December 16, 1996 to a Northwest Seniority Zone will not be permitted to utilize their Northwest seniority outside of their zone unless:

- (i)      The employee cannot hold a regular assigned position and/or extra board position in their zone; or

- (ii) Carrier will be hiring employees in the other zone which will permit the employee a transfer to the other zone.

(b)(2). An employee displacing to another zone under condition (i) above, will be permitted to return back to their former zone upon recall to service. The employee, at the time of recall, will have the option of electing to return or decline such recall. Should an employee decline recall, their seniority will then remain in their current zone and such employee will not be permitted to utilize their seniority outside of that zone except under the conditions set forth in this Subsection (b)(2).

(c). Except as otherwise provided, employees under the seniority consolidation are not restricted from the exercise of seniority rights on any position over the entire Northwest Consolidated Seniority District. Such exercise of seniority will, however, be at the employee's own expense and consistent with Schedule Agreement Rules.

**Section 3.** Effective with the implementation of the new Northwest Consolidated Seniority District, the parties understand eligible employees entitled to hold Reserve Boards will only be permitted to hold such Boards on their prior rights seniority district.

**Section 4.** (a). When the need arises to recall furloughed employees to service under the new Northwest Consolidated Seniority District, the following procedures and conditions will apply using the following example:

**EXAMPLE:** Vacancy on extra board in prior right First Seniority District.

**Step 1** In seniority order offer the service to prior right First District furloughed employees. In the event the employees decline recall in accordance with Rule 70, the junior prior right employee must accept the service or forfeit seniority with the Carrier.

**Note:** As prescribed in Section 1(g), prior right furloughed employees are not required to accept recall to service in other than their prior right district in order to retain their seniority.

**Step 2** In seniority order offer the service to all other furloughed employees in Zone 1. Non-prior right employees (employees placed on roster subsequent to December 15, 1996) must accept the recall to service or forfeit their seniority with the Carrier. Recall will be in accordance with Rule 70 except the time frame for reporting to service is reduced from fifteen (15) days to seven (7) days.

**Note:** Employees who have displaced to the other zone under Section 2(b) (1)(i) may decline a recall to their former zone.

(b). The provisions set forth in Subsection (a) of this Section does not waive in any manner Article XII, "Termination of Seniority" in the October 31, 1985 National Agreement which is quoted in its entirety:

"The seniority of any employee whose seniority in train or engine service is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of service."

**Section 5.** Any dispute or grievance arising out of the application and/or of this Agreement with respect to seniority may be appealed directly to Labor Relations by the General Chairman.

**Section 6.** The existing Second District extra board at Hinkle will remain in Zone 1 until such time as all employees assigned to such board are non-prior right Second District employees. At that time the General Chairman and Labor Relations will meet to establish arrangements for the extra board to be placed in Zone 2.

**NOTE:** Changing the extra board to Zone 2 does not in any manner restrict Second District employees with prior rights from occupying the board at a later time, and such employees will retain first right to the work.

**Section 7.** Any employee identified in Section 1 of this Article may decline the additional seniority rights provided by this Agreement, by notifying the General Chairman and Labor Relations in writing no later than ninety (90) days subsequent to December 16, 1996.

**Section 8.** The new Northwest consolidated seniority rosters (Brakemen and Conductors) will be prepared and it will be subject to protest and correction for a period of sixty (60) days from date posted.

**Section 9.** For the purpose of determining requirement of accepting transfer into engine service, employees considered pre-October 31, 1985, will maintain that designation in the expanded seniority districts.

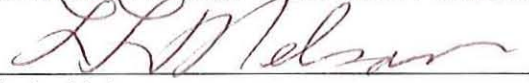
**Section 10.** Where any current rules, agreements and/or practices are in effect which conflict with this Agreement the provisions of this Agreement will prevail.



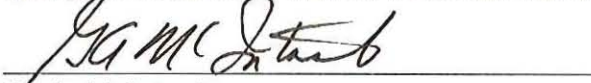
**Section 11.** This Memorandum of Agreement will become effective on December 16, 1996, and will thereafter be subject to change under the provisions of the Railway Labor Act.

Signed this 16<sup>th</sup> day of December, 1996.

**FOR THE  
UNITED TRANSPORTATION UNION:**

  
L. L. Nelson  
General Chairman UTU

**FOR THE  
UNION PACIFIC RAILROAD COMPANY:**

  
G. A. McIntosh  
Assistant Director Labor Relations

**APPROVED:**

  
M. B. Futhey  
International Vice President UTU

  
L. A. Lambert  
General Director Labor Relations

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

CONSOLIDATION OF SENIORITY DISTRICTS

Seniority districts of conductors/brakemen/yardmen (road and yard service) for the Oregon Division, Northwestern District, are set forth in Rule 68 of the Agreement between the Union Pacific Railroad Company and the United Transportation Union (C&T Divisions) effective October 1, 1975. The Fourth Seniority District is described therein as follows:

<u>Seniority District</u>	<u>Service</u>	<u>Yards -- Territories and Branch Lines</u>
Fourth	Road	Hinkle - Ayer and connecting branch lines Tucannon - Hinkle via Ayer
	Yard	Yakima, Walla Walla

The Fifth Seniority District covers a prior consolidation of two seniority districts identified as "Spokane - Ayer" on the Union Pacific Railroad and "Spokane - Eastport" on the Spokane International Railroad, the terms and conditions of which are set forth in the Basic Coordination Agreement dated September 18, 1961. As consolidated, the Fifth Seniority District is described in Rule 68 as follows:

<u>Seniority District</u>	<u>Service</u>	<u>Yards -- Territories and Branch Lines</u>
Fifth	Road	Eastport (SIRR) - Spokane - Ayer and connecting branch lines  Camas Prairie Railroad, Ayer to Lewiston
	Yard	Spokane

It has been proposed that the Fourth Seniority District and the consolidated Fifth Seniority District be consolidated, preserving to conductors/brakemen/yardmen the seniority they now hold on either district.

Therefore, IT IS AGREED:

Section 1. Effective November 1, 1982, the Fourth Seniority District and the consolidated Fifth Seniority District shall be combined into one seniority district, which will be known as the Hinkle-Eastport Consolidated Seniority District. The presently established seniority rights of conductors/brakemen/yardmen shall be preserved.

Section 2. Conductors/brakemen/yardmen holding seniority on each of the two seniority districts shall be given a seniority date of November 1, 1982 on the Hinkle-Eastport Consolidated Seniority District. The consolidated seniority list shall also show the preserved seniority dates and employees shall be shown thereon in the manner and order set forth below --

1) For the territory between Hinkle and Ayer and connecting branches, employees on the consolidated Fifth Seniority District Roster will be placed below the last employee on the Fourth Seniority District Roster in the order of their earliest seniority date in each grade of service on either the Fifth Seniority District Roster or the Spokane International Consolidated Seniority District Roster.

2) For the territory between Spokane and Ayer and connecting branches, employees on the Fourth Seniority District, in accordance with their seniority standing on that roster, will be placed below the last employee on the consolidated Fifth Seniority District Roster.

3) For the territory between Spokane and Eastport, employees on the Fourth Seniority District, in accordance with their seniority standing on that roster, will be placed below the last employee on the Spokane International Consolidated Seniority Roster.

4) Employees entering the service on and after November 1, 1982 will establish only one seniority date in the Hinkle-Eastport Consolidated Seniority District.

Section 3. All agreements and understandings, however established, providing for the payment of constructive and/or preserved mileage allowances in the territory of the Hinkle-Eastport Consolidated Seniority District shall hereafter apply only to conductors/brakemen/yardmen who have established seniority as such in the consolidated territory as of October 31, 1982. Employees hired on and after November 1, 1982 shall be paid the actual road mileage calculated in accordance with existing agreement provisions.

Section 4. Unless otherwise agreed to, subject to the availability of employees with preserved rights, the extra boards at Walla Walla will continue to protect vacancies originating between Hinkle and Ayer and connecting branches and the extra boards at Spokane will protect vacancies originating in the territory Ayer-Eastport and connecting branches.

Section 5. The parties recognize the applicability of the Stay-At-Home -- Leave of Absence Agreement, dated March 1, 1965, in the Hinkle-Eastport Consolidated Seniority District.

Section 6. On the effective date of this agreement, Rule 11 of the Basic Agreement, reading in pertinent part as follows --

"The following are terminals in pool and unassigned freight service:

<u>Seniority District</u>	<u>Territory</u>	<u>Home Terminal</u>	<u>Away-From-Home Tmls</u>
* *	* *	* *	* *
Fourth	Hinkle - Ayer and connecting branches	Walla Walla	Ayer Yakima Hinkle
Fifth	Spokane - Ayer and connecting branches, including Camas Prairie Railroad	Spokane	Ayer Starbuck Wallace Connell Lewiston"

shall be amended to read as follows --

The following are terminals in pool and unassigned freight service:

# Consolidation of Seniority Districts

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<u>Seniority District</u>	<u>Territory</u>	<u>Home Terminal</u>	<u>Away-From-Home Tmls</u>
* * *	* * *	* * *	* * *
Consolidated Fourth/Fifth	Hinkle - Spokane - Eastport (SIRR) and connecting branches, including Camas Prairie Railroad	Spokane Walla Walla	Yakima Hinkle Wallace Lewiston Pomeroy Moscow


Section 7. The Company shall not be penalized in any manner or assume any expense whatsoever incident to the exercise of seniority or the transfer of employees from one territory to another territory within the consolidated seniority territory.

Section 8. Except as provided for herein, this agreement shall not change or amend any of the provisions of the Basic Agreements or the Supplementary Agreements referred to in this agreement.

Dated at Portland, Oregon this 1st day of October, 1982.

UNITED TRANSPORTATION UNION:


UNION PACIFIC RAILROAD COMPANY:

  
General Chairman, C, S, T Divisions

  
Director of Labor Relations, N W D

  
Local Chairman, 5th Seniority District

SPOKANE INTERNATIONAL RAILROAD COMPANY:

  
Local Chairman, 4th Seniority District

  
Director of Labor Relations

UNION PACIFIC RAILROAD COMPANY

LABOR RELATIONS DEPARTMENT  
NORTHWESTERN DISTRICT

J. E. COOK  
DIRECTOR OF LABOR RELATIONS  
E. O. MORLOK  
ASSISTANT DIRECTOR-  
CONTRACT ADMINISTRATION



P.O. BOX 4265  
PORTLAND, OREGON 97208

January 19, 1983

ODB-4166  
LR 011-14-1

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

Dear Mr. Nelson:

This has reference to our recent conversation concerning the application of the agreement consolidating seniority on the Fourth and Fifth Seniority Districts.

With respect to the question that has arisen concerning the rights of furloughed prior right employees, it was not and is not the intent that in-service prior right employees would have preference to vacancies on the district on which they have acquired seniority when employees with prior rights on that district are furloughed. In that situation, the provisions of the agreement and practices on the seniority district relating to the use of furloughed employees would be followed prior to resorting to the use of employees with acquired seniority.

If the above conforms to our understanding, please sign in the space provided for that purpose and return the original and one copy of this letter to the undersigned for our further handling.

Yours truly,

A G R E E D:

  
General Chairman, UTU C&T